

Notice of Meeting and Meeting Agenda Parks and Environment Committee

Wednesday, November 27, 2019

10:00 AM

6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7

B. Isitt (Chair), D. Screech (Vice Chair), L. Helps, G. Holman, M. Hicks, D. Howe, J. Ranns, L. Seaton, M. Tait, N. Taylor, R. Windsor, G. Young, C. Plant (Board Chair, ex-officio)

1. Territorial Acknowledgement

2. Approval of Agenda

3. Adoption of Minutes

- 3.1. [19-995](#) Minutes of the October 23, 2019 Parks and Environment Committee Meeting

Recommendation: That the minutes of the Parks and Environment meeting of October 23, 2019 be adopted as circulated.

Attachments: [Minutes: October 23, 2019](#)

4. Chair's Remarks

5. Presentations/Delegations

- 5.1. [19-1006](#) Delegation - Soren Henrich; Resident of Victoria: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor.
- 5.2. [19-1007](#) Delegation - Rebecca Sterritt; Resident of Saanich: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor.
- 5.3. [19-1008](#) Delegation - Deanna Pfeiffer; Resident of Saanich: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor.
- 5.4. [19-1009](#) Delegation - Rob Vanzella; Resident of Saanich: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor.
- 5.5. [19-1011](#) Delegation - Adam Kreek; Resident of Saanich: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor.
- 5.6. [19-1010](#) Delegation - Isabel Cordua-von Specht; Resident of Saanich: Re:

Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor.

- 5.7. [19-1012](#) Delegation - Julian Lum; Resident of Saanich: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor
- 5.8. [19-1014](#) Delegation - Christopher Mavrikos; Resident of Saanich: Re: Agenda Item 6.8. - Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor
- 5.9. [19-1016](#) Delegation - Ian Graeme; Resident of Saanich: Re: Agenda Item 6.8. Acquisition of Kings Road Nature Green Space - Motion and Report from Director Taylor.
- 5.10. [19-1017](#) Delegation - Robert Chambers Whittet; Resident of Sooke: Re: Agenda Item 6.7.: Dogs On-Leash Policy within District of Sooke Parks - Notice of Motion from Director Tait.

6. Committee Business

- 6.1. [19-980](#) Dog Management Policy Framework

Recommendation: The Parks & Environment Committee recommends to the Capital Regional District Board:
That the Dog Management Policy Framework be approved for use by Regional Parks.

Attachments: [Staff Report: Dog Management Policy Framework](#)
 [Appendix A: Dog Management Policy Framework](#)

- 6.2. [19-983](#) Mount Parke Regional Park and St. John Point Regional Park - Approval of Management Plans

Recommendation: The Parks & Environment Committee recommends to the Capital Regional District Board:
1. That the Mt. Parke Regional Park Management Plan be approved; and,
2. That the St. John Point Regional Park Management Plan be approved.

Attachments: [Staff Report: Mt Parke & St. John Point Regional Parks - Management Plans](#)
 [Appendix A: Mount Parke Management Plan](#)
 [Appendix B: St. John Point Management Plan](#)

- 6.3. [19-982](#) Mill Farm Regional Park Reserve - Approval of Interim Management Guidelines

Recommendation: The Parks & Environment Committee recommends to the Capital Regional District Board:
That the Interim Management Guidelines for Mill Farm Regional Park Reserve be approved.

Attachments: [Staff Report: Mill Farm Regional Park - Interim Management Guidelines](#)
 [Appendix A: Interim Management Guidelines - Mill Farm Rgnl Park Reserve](#)

- 6.4. [19-852](#) Mapping Sunken Vessels

Recommendation: That the Parks & Environment Committee recommend to the Capital Regional District Board:
That this report is received for information.

Attachments: [Staff Report: Mapping Sunken Vessels](#)
[Appendix A: Potential Underwater Mapping and Number of Sunken Vessels](#)

6.5. [19-988](#) Hartland Landfilling Operations - Award of Contract 19-2005

Recommendation: The Parks & Environment Committee recommends to the Capital Regional District Board:
1. That Contract 19-2005, Hartland Landfilling Operations July 2020 to June 2025, be awarded to Ralmax Contracting Ltd. for a five-year term, with the first year tendered amount estimated at \$1,805,732.25;
2. That the Contract include an annual unit rate adjustment of 1.5% in years 2021 to 2025; and
3. That the Chief Administrative Officer be authorized to finalize and execute the Contract.

Attachments: [Staff Report: Hartland Landfilling Operations - Award of Contract 19-2005](#)
[Appendix A: Invitation to Tender 19-2005- Operation of Hartland Landfill](#)

6.6. [19-849](#) Reducing Single-Use Expanded Polystyrene Waste Items

Recommendation: That the Parks & Environment Committee recommend to the Capital Regional District Board:
That Capital Regional District staff report the results of the Province's Plastics Action Plan Policy Consultation Paper when they are available and recommend next steps.

Attachments: [Staff Report: Reducing Single Use Expanded Polystyrene Waste Items](#)
[Appendix A: UBCM Resolutions Backgrounder](#)
[Appendix B: Plastics Action Plan Policy Consultation Paper](#)

6.7. [19-781](#) Dogs On-Leash Policy within District of Sooke Parks - Notice of Motion from Director Tait

Recommendation: WHEREAS CRD District Bylaw No. 4225 (adopted on March 14, 2018) designates 23 of the CRD's 34 regional parks as dog off-leash, including large parks at Elk Lake, Beaver Lake, Thetis Lake, Matheson Lake and Witty's Beach, among others;
AND WHEREAS 5 of the 11 regional parks designated on-leash are, in whole or part, within the District of Sooke, namely Ayum Creek Regional Park, Galloping Goose Trail, Sooke Potholes Provincial Park, Sea to Sea Regional Park and Sooke Hills Regional Park;
AND WHEREAS this disproportionate number of on-leash areas in the District of Sooke prevents District residents from responsibly walking their dogs under effective command, as is the right of residents in other CRD municipalities;
AND WHEREAS at the CRD Regional Parks Committee meeting of Sept. 19, 2018, it was resolved "that the correspondence from the District of Sooke be referred to staff for consideration when preparing the policy for Regional Parks with regards to dogs on or off leash in regional trails";
THEREFORE BE IT RESOLVED that the CRD Parks & Environment Committee request that staff re-examine this matter and report back with options, exemptions and/or fresh rationale for the current on-leash policy within District of Sooke parks.

6.8. [19-994](#) Acquisition of Kings Road Nature Green Space - Notice of Motion and Report from Director Taylor

Recommendation: That staff be directed to report back with options for contributing up to \$2 million towards the acquisition of the Kings Rd Community Nature Greenspace.

Attachments: [Director's Report: Acquisition of Kings Road Nature Green Space](#)
[Appendix A: Petition - Save Kings Park](#)
[Appendix B: CBC Article - "Nature Offers Serious Benefits to Health"](#)
[Appendix C: Pictures of Trails \(including Kings\)](#)

6.9. [19-861](#) 2019-2022 Parks & Environment Service Planning

Recommendation: That the Parks & Environment Committee recommend to the Capital Regional District Board:
That the new initiatives proposed in the provisional budgets related to the Parks & Environment Committee mandate (Appendix A: Community Needs Summary - Climate Action & Adaptation, Appendix B: Community Needs Summary - Parks & Natural Resource Protection and Appendix C: Community Needs Summary - Landfill & Recycling) be advanced to the October 30, 2019 Provisional Budget review process.

Attachments: [Staff Report: 2019-2022 Parks & Environment Service Planning](#)
[Appendix A: 2020 Community Needs Summary - Climate Action & Adaptation](#)
[Appendix B: 2020 Community Needs Summary - Parks & Natural Resource Pro](#)
[Appendix C: 2020 Community Needs Summary - Landfill & Recycling](#)
[Appendix D: 2019-2022 Service Planning and Budget Process](#)
[REVISED Appendix B:2020 Community Needs Summary -Parks & Natural Res](#)

7. Correspondence

7.1. [19-998](#) Letter from District of Highlands (November 20, 2019) regarding Highland District Community Association's Letter to Director Isitt regarding Millstream Meadows Remediation

Recommendation: That this item of correspondence be received for information.

Attachments: [Letter from District of Highlands \(Nov. 20, 2019\)](#)

8. Notice(s) of Motion

9. New Business

10. Motion to Close the Meeting

10.1. [19-996](#) Motion to Close the Meeting

- Recommendation:**
1. That the meeting be closed in accordance with the Community Charter, Part 4, Division 3, 90(1),(k), negotiations and related discussions respecting the proposed provision of a regional service that are at their preliminary stages and that, in the view of the board, could reasonably be expected to harm the interests of the regional district if they were held in public.
 2. That the meeting be closed in accordance with the Community Charter, Part 4, Division 3, 90(1),(i), the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
 3. That the meeting be closed in accordance with the Community Charter, Part 4, Division 3, 90(1),(m), a matter that, under another enactment (FOIPPA), is such that the public may be excluded from the meeting.

11. Adjournment

To ensure quorum, please advise Sherri Closson (sclosson@crd.bc.ca) if you or your alternate cannot attend.

Meeting Minutes

Parks and Environment Committee

Wednesday, October 23, 2019

10:00 AM

**6th Floor Boardroom
625 Fisgard St.
Victoria, BC V8W 1R7**

PRESENT:

Directors: B. Isitt (Chair), D. Screech (Vice Chair)(10:11 am), L. Helps (10:05 am), G. Holman, M. Hicks, D. Howe, J. Ranns, L. Seaton, J. Bateman (for M. Tait), N. Taylor, B. Thompson (for R. Windsor), M. Alto (for G. Young), C. Plant (Board Chair, ex-officio)

Staff: L. Hutcheson, General Manager, Parks and Environmental Services; G. Harris, Senior Manager, Environmental Protection; J. Leahy, Senior Manager, Regional Parks; C. Nielson, Senior Manager, Human Resources; M. MacIntyre, Regional Parks Manager of Operations; S. Henderson, Manager, Real Estate; E. Gorman, Deputy Corporate Officer; S. Closson, Committee Clerk (Recorder)

Regrets: Director Howe

The meeting was called to order at 10:03 am.

1. Territorial Acknowledgement

Chair Isitt provided a Territorial Acknowledgement.

2. Approval of Agenda

MOVED by Chair Isitt, **SECONDED** by Director Hicks,
That the agenda be amended to move Item 6.5. for consideration before Item 6.1.
CARRIED

MOVED by Chair Plant, **SECONDED** by Alternate Director Bateman,
That the agenda be amended to permit two (2) additional delegations to speak,
Christine Dalzio of the Outdoor Club of Victoria and Liz Bicknell of the Vancouver
Island Trail Association.
CARRIED

MOVED by Director Seaton, **SECONDED** by Alternate Director Alto,
That the agenda for the October 23, 2019 Parks and Environment Committee
meeting be approved as amended.
CARRIED

3. Adoption of Minutes

3.1. [19-719](#) Minutes of the July 24, 2019 Parks and Environment Committee Meeting

MOVED by Director Helps, **SECONDED** by Director Taylor,
That the minutes of the July 24, 2019 Parks and Environment Committee meeting

be adopted as circulated.
CARRIED

- 3.2. [19-721](#) Minutes of the September 4, 2019 Special Parks and Environment Committee Meeting

MOVED by Director Helps, **SECONDED** by Director Taylor,
That the minutes of the September 4, 2019 Parks and Environment Committee meeting be adopted as circulated.
CARRIED

4. Chair's Remarks

Chair Isitt welcomed delegates from the Federation of Canadian Municipalities and the Coast Ways Management Association attending conferences in the region. The Chair noted that public engagement has also started on the Solid Waste Management Plan and encouraged participation. With the considerable interest in the Mountain Bike Policy Item 6.5 and the number of delegations speaking, the Chair requested that delegates keep the remarks concise and brief if possible.

5. Presentations/Delegations

- 5.1. [19-865](#) Delegation - Alon Soraya; Representing the South Island Mountain Bike Society: Re: Item 6.5.: Mountain Bike Policy - Notice of Motion
Alon Soraya spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.2. [19-866](#) Delegation - Yvonne Mendel; Representing the South Island Mountain Biking Society and Greater Victoria Cycling Coalition: Re: Item 6.5.: Mountain Bike Policy - Notice of Motion
Yvonne Mendel spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.3. [19-867](#) Delegation - Mandy Farmer; Representing Accent Inns/Hotel Zed: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Mandy Farmer spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.4. [19-868](#) Delegation - Adam Walker; Representing The Cycling Co. and Cycling BC: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Adam Walker spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.5. [19-895](#) Delegation - Megan Misovic; Resident of Central Saanich: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Megan Misovic spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.6. [19-869](#) Delegation - Daniel Cammiade; Representing the Nature Trails Society and Citizen Canine: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion

Daniel Cammiade spoke in favour of Item 6.5, Mountain Bike Policy.

- 5.7.** [19-870](#) Delegation - Heather Rose; Representing the Sooke Bike Club: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Heather Rose spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.8.** [19-871](#) Delegation - Matt Dilay; Representing the Conway Hector Loop Neighbourhood Association: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Matt Dilay spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.9.** [19-872](#) Delegation - Bob Noakes; Resident of Oak Bay: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Bob Noakes spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.10.** [19-873](#) Delegation - Maureen Scott; Representing Simbs: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Maureen Scott spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.11.** [19-874](#) Delegation - Hazel Prince; Resident of Saanich: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Hazel Prince spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.12.** [19-875](#) Delegation - Geoff Pendrel; Resident of Saanich: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Geoff Pendrel spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.13.** [19-876](#) Delegation - Wayne Clayton; Resident of Colwood: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Wayne Clayton spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.14.** [19-877](#) Delegation - Stephen Parslow; Representing North Saanich Freeride Park: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Stephen Parslow spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.15.** [19-878](#) Delegation - David Hope; Resident of Highlands: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
David Hope spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.16.** [19-879](#) Delegation - Aaron Mills; Resident of Victoria: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Aaron Mills did not speak.

- 5.17. [19-880](#) Delegation - Liesl Fulton; Representing Equestrians Working with Mountain Bikers of Victoria: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Liesl Fulton spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.18. [19-881](#) Delegation - Riley Beise; Representing TNBC: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Riley Beise spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.19. [19-882](#) Delegation - T. Bryn Grey; Resident of Saanich: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Bryn Grey spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.20. [19-883](#) Delegation - Rolf Warburton; Resident of Victoria: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Rolf Warburton spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.21. [19-884](#) Delegation - Tim Quirk; Resident of Victoria: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Tim Quirk spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.22. [19-885](#) Delegation - Nitya Harris; Resident of Langford: Re: Agenda Item 6.2.: Regional Parks - Sustainability
Nitya Harris spoke in favour of Agenda Item 6.2 and renewing the Land Acquisition Fund.
- 5.23. [19-886](#) Delegation - Terra Murdoch; Representing the Dirty Girlz MTB Club: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Terra Murdoch spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.24. [19-887](#) Delegation - Christina J. Schlattner; Resident of Sooke: Re: Agenda Item 6.2.: Regional Parks - Sustainability, Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion, Agenda Item 6.6.: Dogs On-Leash Policy within District of Sooke Parks - Notice of Motion
Christina Schlattner did not speak.
- 5.25. [19-888](#) Delegation - Patrick Nolan; Representing Nolan Riding: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion
Patrick Nolan spoke in favour of Item 6.5, Mountain Bike Policy.
- 5.26. [19-891](#) Delegation - Scott Mitchell; Representing Trek Bikes Victoria, Island Cup Series: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion

Scott Mitchell spoke in favour of Item 6.5, Mountain Bike Policy.

- 5.27. [19-893](#) Delegation - Michael Richards; Representing Russ Hay's The Bicycle Shop: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion

Michael Richards spoke in favour of Item 6.5, Mountain Bike Policy.

- 5.28. [19-897](#) Delegation - Alison Spriggs; Resident of Saanich: Re: Agenda Item 6.2.: Regional Parks - Sustainability

Alison Spriggs spoke in favour of Agenda Item 6.2 and renewing the Land Acquisition Fund.

- 5.29. [19-898](#) Delegation - Lister Farrar; Representing the Tripleshot Cycling Club, Nature Trail Society: Re: Agenda Item 6.5.: Mountain Bike Policy - Motion of Notice

Lister Farrar spoke in favour of Item 6.5, Mountain Bike Policy..

- 5.30. [19-899](#) Delegation - Ray Zimmerman; Representing Sea to Sea Greenbelt Society: Re: Agenda Item 6.2.: Regional Parks - Sustainability

Ray Zimmerman spoke in favour of Agenda Item 6.2. Regional Parks Sustainability and increase to the proposed levy.

- 5.31. [19-900](#) Delegation - Rebecca and Zachary Littlejohn; Residents of Langford: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion

Rebecca and Zachary Littlejohn spoke in favour of Item 6.5, Mountain Bike Policy.

- 5.32. [19-901](#) Delegation - Alastair Craighead; Resident of Victoria: Re: Agenda Item 6.2.: Regional Parks - Sustainability

Alastair Craighead spoke in favour Item 6.2. Regional Parks Sustainability and an increase to the proposed levy.

- 5.33. [19-902](#) Delegation - Mia Barksay; Representing the Nature Trails Society: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion

Mia Barksay spoke in favour of Item 6.5, Mountain Bike Policy.

- 5.34. **Delegation - Christine Dalzio; Representing The Outdoor Club of Victoria: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion**

Christine Dalzio spoke in favour of Item 6.5., Mountain Bike Policy.

- 5.35. **Delegation - Liz Bicknell; Representing The Vancouver Island Trail: Re: Agenda Item 6.5.: Mountain Bike Policy - Notice of Motion**

Liz Bicknell spoke in favour of Item 6.5., Mountain Bike Policy.

6. Committee Business

6.5. [19-780](#) Mountain Bike Policy - Notice of Motion from Director Tait

L. Hutcheson spoke to the Mountain Bike Policy - Notice of Motion from Director Tait.

Discussion ensued on the following:

- mountain biking current trails and future considerations
- Board priority alignment
- Terms of Reference
- regional/municipal trail connections
- advisory committee member group considerations
- policy framework

MOVED by Alternate Director Bateman, **SECONDED** by Director Taylor, **WHEREAS** CRD Parks has significant land holdings suitable for forest-based recreation on the South Island, and that Harbourview has opened in recent years and includes mountain biking as a promoted and encouraged activity;

AND WHEREAS the Hartland mountain biking area has been proven to mitigate trail system challenges through appropriate management over the past 20 years;

AND WHEREAS investment into trail infrastructure comes at a much lower cost with more longevity when qualified volunteer members of the public are involved in specific aspects of park maintenance relating to their particular approach to utilizing trail systems;

AND WHEREAS a Mountain Bike Policy would provide the necessary framework to coordinate and focus volunteer activities and events, target challenges and develop formalized strategies to fairly and effectively defuse them, identify capital improvements and budget for the necessary funding to sustain and enhance the overall trail experience for constituents and visitors, while creating job opportunities for Parks staff;

THEREFORE be it resolved that the CRD Parks & Environment Committee recommend that the Board approve a budget and provide staffing to strike a task force whose goal is to develop a Mountain Biking Policy for CRD Parks, within a defined timeframe. The MTB Policy would formalize and enshrine, in a living document, a policy framework for mountain biking in CRD Parks that creates an ongoing working relationship between volunteers, unionized workers, management, the board of directors, First Nations and Local Government Councils and staff and contractors.

MOVED by Alternate Director Bateman, **SECONDED** by Director Helps, That the motion be amended so that the words "a task force" be replaced with the words "an advisory committee" after the words "...approve a budget and provide staff to strike ..." and before the words "...whose goal is to develop a Mountain Biking Policy...".

CARRIED

MOVED by Director Helps, **SECONDED** by Director Taylor, That the motion be amended so that the words "to strike" be replaced with the words "and request that staff develop the Terms of Reference for" after the words "...approve a budget and provide..." and before the words "...an advisory committee whose goal it is...".

CARRIED

MOVED by Director Isitt, **SECONDED** by Director Hicks,
That \$40,000 be placed in the 2020 Financial Plan to support the creation of an advisory committee whose goal is to develop a Mountain Biking Policy for CRD Parks.

MOVED by Director Isitt, **SECONDED** by Alternate Director Bateman,
That the motion arising, "That \$40,000 be placed in the 2020 Financial Plan to support the creation of an advisory committee whose goal is to develop a Mountain Biking Policy for CRD Parks." be referred to agenda item 6.1.
CARRIED

MOVED by Director Isitt, **SECONDED** by Alternate Director Bateman,
That the motion be amended so that the the words "user groups, clubs, commercial operators" be added after the words "...the board of directors, First Nations..." and before the words "...and Local Government Councils and staff and contractors."
OPPOSED: Alto, Helps, Hicks, Screech, Seaton, Taylor
DEFEATED

MOVED by Director Plant, **SECONDED** by Alternate Director Hicks,
That the motion be amended to remove the words "The MTB Policy would formalize and enshrine, in a living document, a policy framework for mountain biking in CRD Parks that creates an ongoing working relationship between volunteers, unionized workers, management, the board of directors, First Nations and Local Government Councils and staff and contractors."
OPPOSED: Isitt
CARRIED

The question was called on the main motion as amended.
MOVED by Alternate Director Bateman, **SECONDED** by Director Taylor,
WHEREAS CRD Parks has significant land holdings suitable for forest-based recreation on the South Island, and that Harbourview has opened in recent years and includes mountain biking as a promoted and encouraged activity;
AND WHEREAS the Hartland mountain biking area has been proven to mitigate trail system challenges through appropriate management over the past 20 years;
AND WHEREAS investment into trail infrastructure comes at a much lower cost with more longevity when qualified volunteer members of the public are involved in specific aspects of park maintenance relating to their particular approach to utilizing trail systems;
AND WHEREAS a Mountain Bike Policy would provide the necessary framework to coordinate and focus volunteer activities and events, target challenges and develop formalized strategies to fairly and effectively defuse them, identify capital improvements and budget for the necessary funding to sustain and enhance the overall trail experience for constituents and visitors, while creating job opportunities for Parks staff;
THEREFORE be it resolved that the CRD Parks & Environment Committee recommend that the Board approve a budget and provide staffing and request that staff develop the Terms of Reference for an advisory committee whose goal is to develop a Mountain Biking Policy for CRD Parks, within a defined timeframe.
CARRIED

Alternate Director Alto left the meeting at 12:15 pm.

6.1. [19-861](#) 2019-2022 Parks & Environment Service Planning

L. Hutcheson spoke to the 2019-2022 Parks & Environment Service Planning report.

Discussion ensued on the following:

- FTE and auxiliary positions
- community needs summaries
- new initiatives

**MOVED by Director Plant, SECONDED by Director Isitt,
That \$40,000 be placed in the 2020 Financial Plan to support the creation of an advisory committee whose goal is to develop a Mountain Biking Policy for CRD Parks.**

CARRIED

**MOVED by Director Isitt, SECONDED by Director Helps,
That the report return to the Parks and Environment Committee at the next meeting.**

CARRIED

**MOVED by Director Isitt, SECONDED by Director Screech,
That the Parks & Environment Committee recommend to the Capital Regional District Board:**

That the new initiatives proposed in the provisional budgets related to the Parks & Environment Committee mandate (Appendix A: Community Needs Summary - Climate Action & Adaptation, Appendix B: Community Needs Summary - Parks & Natural Resource Protection and Appendix C: Community Needs Summary - Landfill & Recycling) be advanced to the October 30, 2019 Provisional Budget review process.

CARRIED

6.2. [19-857](#) Regional Parks - Sustainable Funding

L. Hutcheson spoke to Regional Parks Sustainability.

Discussion ensued on the following:

- infrastructure renewal maintenance and current requirements
- community support for \$20 levy
- additional households in the region increase the overall contribution to the levy
- partnerships for land acquisitions
- surplus transferred to capital reserve
- alignment with Climate Emergency Declaration

**MOVED by Director Isitt, SECONDED by Director Screech,
That the Parks & Environment Committee recommend to the Capital Regional District Board:**

- 1. That the Land Acquisition Fund be renewed for an additional 10 years (2020-2029) at a levy of \$15/household; and,**
- 2. That land acquisitions be funded with an averaged contribution from community partners at an additional 25% (equivalent to \$5/household); and,**
- 3. That an additional \$925,000 be requisitioned each year for capital reserves to fund the refurbishment and replacement of existing assets, and;**
- 4. That staff report back in 2020 on strategies to ensure that sufficient funding is in place in future years to sustain the Regional Parks service.**

MOVED by Director Helps, **SECONDED** by Director Isitt,
That the levy of \$15/household in Recommendation 1. be changed to
\$20/household.

OPPOSED: Plant, Seaton, Thompson
CARRIED

MOVED by Director Helps, **SECONDED** by Director Isitt,
That the words "... (equivalent to \$5/household); ..." be removed after the words
"...at an additional 25%..." and before the word "...and...".
CARRIED

MOVED by Director Isitt, **SECONDED** by Director Screech,
The question was called on the main motion as amended.
1. That the Land Acquisition Fund be renewed for an additional 10 years
(2020-2029) at a levy of \$20/household; and,
2. That land acquisitions be funded with an averaged contribution from
community partners at an additional 25%; and,
3. That an additional \$925,000 be requisitioned each year for capital reserves to
fund the refurbishment and replacement of existing assets, and;
4. That staff report back in 2020 on strategies to ensure that sufficient funding is in
place in future years to sustain the Regional Parks service.
CARRIED

6.3. [19-849](#) Reducing Single-Use Expanded Polystyrene Waste Items

This matter was postponed.

6.4. [19-852](#) Mapping Sunken Vessels

This matter was postponed.

6.6. [19-781](#) Dogs On-Leash Policy within District of Sooke Parks - Notice of Motion
from Director Tait

This matter was postponed.

7. Notice(s) of Motion

Director Taylor read the following Notice of Motion into the record for
consideration at the next meeting:
That staff be directed to report back with options for contributing up to two
million dollars for the acquisition of the King's Road community green space.

8. New Business

There was no new business.

9. Adjournment

MOVED by Director Hicks, **SECONDED** by Director Helps,
That the October 23, 2019 Parks and Environment Committee meeting be
adjourned at 1:35 pm.
CARRIED

Chair

Recorder

**REPORT TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, NOVEMBER 27, 2019**

SUBJECT Dog Management Policy Framework

ISSUE SUMMARY

A policy framework for Regional Parks is proposed that provides guidelines and a standardized system-wide approach for determining dog management policies at the regional park and trail level.

BACKGROUND

The number of visits to Capital Regional District (CRD) Regional Parks has increased from 6.3 million in 2014 to 7.6 million in 2018. Up to 30% of park visitors recreate with their dogs. While this is an enjoyable activity for many park visitors, recreating with dogs can result in conflicts between park users, and potential impacts from dogs on wildlife or the natural environment.

Dogs are regulated within the regional park system by *CRD Parks Regulation Bylaw No. 1, 2018 (Parks Regulation Bylaw)*. This bylaw requires dogs to be under control at all times, which offers the opportunity for a dog to be on-leash or off-leash but always being in clear line of sight of the owner and returning when called. The *Parks Regulation Bylaw* also lists a number of designated beaches where dogs are allowed between September 15 and June 1 each year and some specific designated regional parks where dogs are required to be on-leash, including the Galloping Goose, Lochside and E&N regional trails.

Since 2017, in response to concerns regarding dogs in regional parks, staff have implemented a number of operational initiatives designed to reduce conflicts, including increased signage, expanding the visitor education program, and enhanced data collection and bylaw enforcement. In addition, in recognition that setting dog management policy on a park-by-park level is important to do, but can be challenging, the need for a clear regional parks policy framework to guide how dog management decisions are made was identified.

Accordingly, staff have developed a Dog Management Policy Framework (policy framework) (see Appendix A) to provide a systematic, consistent process for determining dog management policy in individual parks.

The policy framework includes a number of principles, three dog management categories, and a set of considerations. It provides a matrix that identifies baseline dog management categories based on park/trail classification and park zoning (where zones are in place). The matrix is supported by four decision considerations that cover visitor experience, visitor safety, environmental protection and cultural heritage values. An alternative from the baseline dog management category may be considered, depending on the results of a professional assessment of potential impacts and degree of public support.

The policy framework is designed to be utilized during park or trail management planning processes, but can be applied to other types of planning processes, as well.

Implementation of the policy framework is forward-looking. It does not automatically apply retroactively to parks or trails. Over time, the policy framework will be used to bring about consistency and structure to decisions regarding dog management within the regional park system.

The policy framework does not replace the *Parks Regulation Bylaw*, although the bylaw may need to be amended from time to time to reflect new directions as an outcome of the implementation of this policy framework.

ALTERNATIVES

Alternative 1

The Parks & Environment Committee recommends to the Capital Regional District Board: That the Dog Management Policy Framework be approved for use by Regional Parks.

Alternative 2

The Parks & Environment Committee refers the Dog Management Policy Framework back to staff with direction.

IMPLICATIONS

Social Implications

The policy framework provides a transparent process for identifying the most appropriate dog management approach within regional parks, and the recognition that opportunities for recreating with dogs will be provided in the system and better dog walking experiences are desirable. Through its implementation, the public will be involved in decision-making around dog management through park and trail management planning processes.

Environmental & Climate Implications

The CRD has an obligation to protect cultural and natural values in the regional parks system. The policy framework will give the CRD the tools it needs to establish a good dog management policy to help ensure adequate and ongoing protection of cultural values and environmental values, such as species, habitats and ecosystems within the regional park system.

Financial Implications

There are no direct budget implications associated with the policy framework. Any budget implications will be associated with individual park and trail management plans as they are developed.

Alignment with Board & Corporate Priorities

Determining a policy framework for management of dogs within Regional Parks is identified as Corporate Priority 6(f) in the 2019-2022 CRD Corporate Plan.

CONCLUSION

Determining a policy framework for the management of dogs within regional parks is identified as Corporate Priority 6(f) in the 2019-2022 CRD Corporate Plan. Staff have developed and seek approval for a policy framework based on a system-wide approach that can be used in conjunction with planning processes to determine dog management on a park-by-park basis. The framework is forward-looking and provides a matrix to support decisions that identifies baseline conditions for each type of park or trail with the possibility that a different approach for dog management may be considered based on public input and an assessment of potential impacts. Over time, the policy framework will be used to bring about consistency and structure to decisions regarding dog management within the regional park system.

RECOMMENDATION

The Parks & Environment Committee recommends to the Capital Regional District Board:
That the Dog Management Policy Framework be approved for use by Regional Parks.

Submitted by:	Jeff Leahy, RPF, Senior Manager, Regional Parks
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT

Appendix A: Dog Management Policy Framework

Dog Management Policy Framework



Capital Regional District – Regional Parks | November 27, 2019

Capital Regional District | Regional Parks
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Making a difference...together

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Dog Management Policy Framework

1. Purpose

The purpose of the Dog Management Policy Framework (policy framework) is to provide guidelines and a systematic, consistent decision-making process for use in determining dog management policy in regional parks and trails.

2. Context

Visitation to Capital Regional District (CRD) Regional Parks is increasing yearly and many people visiting regional parks and trails bring dogs with them. This is an enjoyable activity for many park visitors, but growing visitation can also result in potential increased conflicts between people with and without dogs, between individual dogs, and between dogs and wildlife, and it can result in unsustainable impacts to sensitive natural and cultural values within the regional park system.

This framework has been developed to provide a clear process for determining dog management policy for individual parks and trails and takes into account the following information as it relates to dog management and the provision of the regional parks service.

2.1 Regulation

Dogs are regulated within the regional park system by *Capital Regional District Parks Regulation Bylaw No. 1, 2018 (Parks Regulation Bylaw)* (Appendix 1). The *Parks Regulation Bylaw* requires dogs to be under control at all times, which offers the opportunity for a dog to be on-leash or off-leash but always being in clear line of sight of the owner and returning when called. The *Parks Regulation Bylaw* also seasonally prohibits dogs in some parks with designated beach areas from June 1 to September 15 each year (Appendix 1, Schedule A), and requires dogs to be on-leash in some designated parks and while on the Galloping Goose, Lochside and E&N regional trails (Appendix 1, Schedule C).

2.2 Regional Park Reserves

A Regional Park Reserve is land that has been acquired for regional park purposes, but which has not been opened as a regional park because it lacks a management plan, park facilities, or park services. A Regional Park Reserve may or may not have a park classification identified through the land acquisition process.

2.3 Regional Park Classifications

All regional parks are classified as one of four distinct park types based on their predominant characteristics and purpose. Refer to Appendix 2 for full descriptions of these classifications. The park classification system provides the foundation for application of this framework.

2.4 Regional Trail Classifications

The Regional Parks Strategic Plan 2012-2021 identifies and describes three classifications for regional trails, setting out the general intent for each (Appendix 3). Regional Trails connect municipalities and electoral areas by providing non-motorized recreation and active transportation opportunities.

2.5 Park Management Zones

Regional park management zones provide more precise land management for particular areas within a park, taking into account specific environmental values, recreational uses, and unique features (Appendix 4). The management zones are established through the management planning process and outline which activities and visitor experiences are considered compatible and could be accommodated.

2.6 Special Use Areas

Special use areas within the regional park system support specific recreational activities (Appendix 5). These areas may include specially developed facilities and services and may have additional rules or guidelines in place to manage the recreational activity.

3. Scope and Application

The scope of the policy framework is the CRD Regional Park system. It will primarily be applied during park and trail management planning processes.

4. Principles

The following principles guide the application of the policy framework:

- The CRD acknowledges that opportunities for recreating with dogs will be provided within the regional park system. These opportunities will be balanced against the need to protect and conserve important environmental values and to provide enjoyable and safe outdoor experiences for all visitors.
- To the extent possible, the public should be engaged in helping to determine dog management approaches for individual regional parks and trails. This engagement can be through park management planning or other types of planning processes. It is recognized that given the likelihood of varying opinions, not all public comments or interests may be able to be accommodated.
- Determining dog management policy for regional parks and trails will be made in an equitable, transparent and accountable manner.
- As per the CRD's commitments to First Nations' reconciliation within the regional park system, dog management decisions will honour First Nation relationships with the land and water and help ensure protection of important cultural values.
- Education, outreach, and public engagement opportunities will be implemented to promote awareness and understanding of the policy framework and as an aid in its successful implementation.

5. Dog Management Categories

In order to effectively manage dogs within the regional park system, a set of three dog management categories has been developed: (1) dogs —leash optional under control; (2) dogs on-leash; and (3) dogs not permitted (see below for descriptions). Where permitted, whether on-leash or off-leash, dogs are still always required to be under control as defined by the *Parks Regulation Bylaw* (Appendix 1).

The appropriate dog management category is determined by working through the Decision Matrix as presented in Section 6. This approach provides a systematic way to determine the type of dog use that is appropriate and compatible within an individual park or trail. Considerations such as environmental conservation, cultural heritage values, visitor safety, and visitor experience are factored into decision-making.

5.1 1. Dogs—Leash Optional under Control

Parks that allow dogs as leash optional under control are typically characterized by natural environments that can withstand a higher level of impact caused by visitors with dogs. Park visitors are typically aware of and more tolerant of leash optional dogs under control. An entire park, a portion of a park, or an internal park trail may receive this dog management categorization, depending on the park classification, park zoning, special use area designation, and/or applicable decision considerations.

5.2 2. Dogs On-Leash

Parks, or areas/trails within parks, that require dogs to be on-leash are typically characterized by sensitive natural environments or wildlife species (including large carnivores), or cultural values that are vulnerable to disturbance from dogs. In some circumstances, such as regional trails, dogs are required to be on-leash to address visitor safety concerns or incompatible visitor use, involving dogs.

5.3 3. Dogs not Permitted

Parks, or areas/trails within parks, where dogs are not permitted are typically characterized by a need to safeguard species or habitat protected under provincial or federal regulations, or to respond to the interests of First Nations to protect important cultural values. In some circumstances, dogs may not be permitted for visitor experience and/or health and safety concerns.

In some instances, dogs may be required to be on-leash or not permitted only during seasonal visitor use peaks to address visitor experience and/or health and safety concerns, or to protect sensitive flora/fauna during critical life stages.

6. Decision Matrix

A Decision Matrix (matrix) has been developed to help identify the appropriate dog management approach under diverse scenarios (Table 1). Through the policy framework, every type of park or trail has a baseline dog management category assigned to it. In certain situations, a change may be considered beyond the baseline category.

As noted, in some cases dogs may be allowed to be off-leash under control in a spatially defined park area or internal park trail where the baseline dog management category normally requires dogs to be on-leash. Likewise, under certain conditions, a restriction may be considered that requires dogs to be on-leash, or dogs not permitted.

This is a rational means to guide decision-making and promote consistent and accountable dog management approaches within the regional park system. It should be utilized during a park or trail management planning process, but can be applied to other types of planning processes as well.

The matrix summarizes existing and potential future dog management policy direction for the regional park system. The list is not exhaustive and in the future other types of park classifications, internal park zoning, or special use areas may be added to this list.

Table 1. Decision Matrix

	Dog Management Category		
	1. Dogs Leash Optional Under Control	2. Dogs On-Leash	3. Dogs not Permitted
CLASSIFIED REGIONAL PARK* WITHOUT PARK ZONING			
Conservation Area	B ¹	M ²	M
Natural Area	B	M	M
Recreation Area	B	M	M
Wilderness Area	M	B	M
CLASSIFIED REGIONAL PARK WITH PARK ZONING			
Conservation Area, Natural Area, Recreation Area			
Environmental Protection Zone	M	B	M
Cultural Heritage Zone	M	B	M
Park Service Zone	M	B	M
Natural Environment Zone	B	M	M
Outdoor Recreation Zone	B	M	M
Wilderness Area			
All Park Zones	M	B	M
SPECIAL USE AREAS			
Campground	N ³	B	M
Mountain Bike Area	N	B	M
Other Areas – To Be Determined	M	B	M
REGIONAL TRAILS**			
Regional Trail	N	B	M
Bike & Pedestrian Trail	N	B	M
Hiking & Walking Pathway	M	B	M

B¹ = Baseline dog management category which is identified for each park classification, park zone, and special use designation and should be retained in setting dog management policy except in cases where an enhancement or restriction *may* be an appropriate alternative.

M² = May be an appropriate dog management category. Some level or extent of this use *may* be appropriate for the classification, zone, or special use area indicated. The appropriate dog management category may include specific restrictions or enhancements (e.g., capacity, designated areas, time of year, etc.).

N³ = Not an appropriate dog management category, **and** is *not* appropriate for the indicated park or trail classification, park or trail zone, or special use area.

*See Appendix 2.

**See Appendix 3.

7. Decision Considerations

The decision considerations below should be used in conjunction with the decision matrix. Decisions to deviate from the baseline dog management category should be based on an impact assessment completed by a professional and take into account any legal or regulatory requirements, risk and liability concerns, and public input received.

7.1 Visitor Experience Considerations

A leash optional under control designation *may* be considered for temporally or spatially defined park areas or internal park trails where the visitor experience may be safely enhanced by permitting dogs to be off-leash under control. This generally applies to park classifications or park zones where the baseline condition requires dogs to be on-leash and the framework decision matrix permits consideration of such a designation. It may have seasonal restrictions depending on site-specific circumstances. Such a designation should be limited in scope and application, and be founded on a strong rationale.

A restriction may be applied to areas of parks or trails where the visitor experience is undermined or impacted from the presence of unleashed dogs. Depending on the nature of the visitor experience issue, dogs may be required to be leashed or they may not be permitted in a designated area. This restriction generally applies where the baseline condition is dogs-leash optional under control. The restriction should address recreational use conflicts and/or incompatible visitor use activities. Seasonal or capacity restrictions may be appropriate.

7.2 Species at Risk, Critical Habitat, Sensitive Species and Ecosystems Considerations

A restriction may be applied to areas where provincially or federally listed Species at Risk are present, areas that are identified as Critical Habitat for provincially or federally listed Species at Risk, or to areas within parks or trails with sensitive species or ecosystems as classified by the provincial or federal government or other expert sources. The CRD has an obligation to protect these species, habitats, and ecosystems within regional parks and trails. Protection measures can require dogs to be leashed or prohibited from the identified area, either year-around or seasonally.

7.3 Cultural Heritage Values Considerations

A restriction may be applied to areas of parks or trails that have identified cultural heritage values that need enhanced protection. Cultural values can include both tangible and intangible values. Tangible values include prehistoric and historic artefacts that are protected by federal or provincial legislation, while intangible values are primarily those that hold meaning to First Nations. Depending on the nature of the cultural value to be protected in a regional park or trail, dogs may be required to be leashed or they may be prohibited. A decision on the type or extent of protection should take into account First Nation interests or requests.

7.4 Visitor Safety Considerations

A restriction may be applied to areas of parks or trails where visitor safety cannot be addressed through temporary measures. Depending on the nature of the visitor safety issue, dogs may be required to be either leashed or not permitted in an identified area, either seasonally or year-around.

8. Implementation

The policy framework provides overall direction and support for making decisions on dog management within regional parks and trails. It does not replace the *Parks Regulation Bylaw*. The *Parks Regulation Bylaw* may need to be amended from time to time to reflect new direction as an outcome of the implementation of this policy framework.

Implementation of the policy framework is forward-looking. It does not automatically retroactively apply to any park with or without an approved park management plan at the time of adoption of this policy framework. Through time, the policy framework should be used to bring about consistency and structure to decisions regarding dog management within the regional park system.

Future park management planning processes should use this policy framework to guide recommendations for dog management that align with the park classification and park zoning. If the management planning process determines that an existing dog management designation is no longer appropriate, the management plan should include strategies for transitioning to the new designation.

To remain consistent with this policy framework, the baseline dog management categories identified in the decision matrix should be adhered to as much as possible in setting direction for dog management within the regional park system.

Where an immediate public safety or other risk/liability concern exists that requires dogs to be on-leash or prohibited from a certain area, this situation can be quickly addressed through park signage, communications, outreach, and/or bylaw enforcement until the issue is resolved.

In cases where no park management plan exists, where the management plan is out of date (and doesn't adequately address dog management), where the park has no internal zoning, or it is a park reserve, policy direction may be required to address current dog management issues before a full park management plan is developed. In these cases, a simplified planning exercise may be utilized to address the specific dog management issue. The policy framework should be used to guide decision-making in these cases. Public feedback should be incorporated into such processes as appropriate.

9. Roles, Responsibilities, and Accountabilities

The roles, responsibilities and accountabilities for the policy framework are described below.

9.1 CRD Board

The CRD is governed by a Board of Directors. The CRD Board establishes the vision, priorities and direction for the region. The CRD Board approves policy documents, including park management plans, strategic plans, and policy frameworks.

9.2 Parks & Environment Committee (PEC)

The PEC provides advice and recommendations to the CRD Board in relation to Regional Parks business, including endorsement of policy documents such as the Dog Management Policy Framework and park management plans.

9.3 Regional Parks Management Team

CRD Regional Parks is led by a Management Team consisting of service area managers (e.g., Park Operations Services; Visitor Services & Community Development; and Planning, Resource Management, & Development) and the Senior Manager. The

Management Team provides overall guidance and direction and approves policy documents for review by the CRD Executive and PEC.

9.4 Regional Parks Staff

Regional Parks staff are responsible for the efficient delivery of division programs, projects, and initiatives, including visitor compliance and enforcement. Staff are responsible for development and implementation of policy documents, including park management plans, strategic plans, and policy frameworks.

10. Relationship to Other Documents

This policy framework is influenced by legal and strategic documents which guide its development.

10.1 Local Government Act and Community Charter

Legislation that empowers, guides, limits and affects local government in B.C. The *Local Government Act* and the *Community Charter* define the core authority of local governments and guide decision-making.

10.2 CRD Corporate Plan

The CRD Corporate Plan identifies services and strategies to deliver on the CRD's vision. The Corporate Plan captures the CRD's service mandates, Board priorities, approved plans and Corporate priorities.

10.3 CRD Regional Parks Strategic Plan

The CRD [Regional Parks Strategic Plan 2012-2021](#) sets out the vision and strategic direction of Regional Parks. It guides the development of policy documents to align them with the purpose of Regional Parks. It states that the purpose of regional parks is to protect the natural environment and provide a range of compatible outdoor visitor opportunities and experiences that connect people with nature.

10.4 CRD Parks Regulation Bylaw No. 1, 2018

Regional Parks Regulation Bylaw No. 1, 2018 regulates the use of regional parks and regional trails. Schedule 18 to the *Capital Regional District Bylaw No. 1857* provides the ticketing authority for the *Parks Regulation Bylaw*.

11. Monitoring, Reporting, and Performance Assessment

Specific performance indicators, monitoring, and reporting requirements should be described in the individual park management plans or other planning documents that support this framework. CRD Regional Parks will use information gathered through policy monitoring and reporting, and other assessment activities to evaluate the performance of the policy framework and its implementation through park management plans or other planning processes.

If changes are required to this policy framework, a review and evaluation process will begin the policy development process. Revisions to the policy framework may be requested or informed by staff or elected officials to reflect new information, regulations, expectations, or standards; to maintain alignment or adherence to legislation; or to clarify content or add further detail as needed. This policy framework will be maintained, protected and preserved throughout the life cycle of the document.

Appendix 1: CRD Parks Regulation Bylaw No. 1, 2018

A bylaw to regulate the use of regional parks and trails

The following information relates to the regulation of dogs within the regional park system

Section 1. Key Definitions (p. 3)

In this Bylaw, unless the context requires otherwise, the following definitions apply:

“animal” means a mammal, reptile, amphibian, bird, fish or insect;

“beach” means the areas designated as beaches on Schedule “A” to this Bylaw;

“commercial dog walker” means a person who operates a business or commercial enterprise in which the primary service provided is the walking of one or more dogs;

“dangerous dog” means any dog that:

- a) has killed or seriously injured a person; or,
- b) has killed or seriously injured a domestic animal, while in a public place or while on private property, other than property owned or occupied by the person responsible for the dog; or,
- c) a park officer reasonably believes is likely to kill or seriously injure a person;
- d) has been designated or is otherwise considered as dangerous under or in accordance with any municipal, regional, or provincial enactment.

[but does not include dog performing law enforcement work.]

“domestic animal” means any animal kept as livestock or pet;

“leash” means a rope, chain, cord, leather strip, or other physical tether which is used to restrain an animal and:

- a) does not exceed 2.4 m in length; or
- b) is a retractable lead not exceeding 8 m in length when fully extended.

“natural boundary” means the visible high water mark of any lake, river, stream or other body of water where the presence and action of the water are so common and usual, and so long continued in all ordinary years, as to mark on the soil on the bed of the body of water a character distinct from that of its banks, in vegetation, as well as in the nature of the soil itself;

“natural park feature” means a tree, shrub, herb, flower, grass, turf, or other plant or fungus and all soil, sand, silt, gravel, rock, mineral, wood, fallen timber, or other park resource in a regional park;

“picnic area” means any area designated by the CRD as such by sign or posted notice;

“posted notice” means a written notice affixed to a notice board or sign post by the CRD in a regional park or set out in a brochure, map or CRD website relating to one or more regional parks;

“under control” means a person in possession of a dog or domestic animal in a regional park has a clear line of sight to the dog or domestic animal at all times and the dog or domestic animal immediately returns to the owner when called or signaled;

“wildlife” means raptors, threatened species, endangered species, game or other species of vertebrates prescribed as wildlife under the *Wildlife Act*.

Section 8. Animals in Regional Parks (p. 12)

- 1) A person with care and control of a dog in a regional park must:
 - a) have the dog under control at all times;
 - b) have the dog on a leash, whereby one end is secured to the dog and the other end is held by a person, in regional parks listed in Schedule C;
 - c) not allow the dog to be on a designated beach or picnic area between June 1 and September 15, except for the purpose of passing directly through the beach or picnic area without stopping, at which time it must be on a leash, whereby one end is secured to the dog and the other end is held by a person;
 - d) immediately remove any faeces deposited by that dog;
 - e) not allow the dog to damage park property or vegetation;
 - f) Not allow the dog to injure, disturb, or molest any person, domestic animal or wildlife;
 - g) not allow the dog to enter any area where prohibited by sign or posted notice;
 - h) carry at least one leash and one collar for each dog at all times;
 - i) immediately leash the dog, whereby one end is secured to the dog and the other end is held by a person, when approaching horses.
- 2) Subsection (1) (d) does not apply to a person who is legally visually impaired.
- 3) A person with care and control of a dangerous dog must not permit the dangerous dog to enter a regional park.
- 4) A person with care and control of a domestic animal in a regional park must ensure it is under control at all times and not allow it to:
 - a) damage any park property or vegetation;
 - b) enter any area where that animal is prohibited, as indicated by a sign or posted notice;
 - c) injure, disturb, or molest any person, domestic animal, or wildlife;
 - d) be left or abandoned; or
 - e) graze.

- 5) A park officer or peace officer may require the person with care and control of a domestic animal in a regional park to remove it from that regional park if in the opinion of a park officer or peace officer the domestic animal is:
 - a) potentially dangerous;
 - b) disruptive to other park users; or
 - c) by its actions, demeanour or lack of control by the owner, causing alarm or concern to other park users, including without limitation, children under the age of twelve, elderly or disable persons.
- 6) A park officer or peace officer may restrain and detain any lost animal and bring that animal to a shelter, pound or other appropriate facility.
- 7) A person must not ride, walk, or drive a horse on any part of a regional park except on trails or areas designated by signs or posted notice.

Regional Parks Designated Beach Areas SCHEDULE "A"

Elk/Beaver Lake Regional Park: Beaver Lake Beach, Hamsterly Beach, Eagle Beach and Water Ski Beach

Island View Beach Regional Park: All Beach Areas above the natural boundary of the sea

Matheson Lake Regional Park: Main Beach Area

Mount Work Regional Park: Durrance Lake Main Beach, Killarney Lake Foreshore, and Pease Lake Foreshore

Thetis Lake Regional Park: Prior Lake Beach and Dock Area, Thetis Lake Main Beach

Witty's Lagoon Regional Park: Beach Areas above the natural boundary of the sea, with exception of Tower Point

List of Regional Parks that Require Dogs to be On-Leash SCHEDULE "C"

Ayum Creek Regional Park

Brooks Point Regional Park – in the area designated as the Environmental Protection Zone

E&N Rail Trail – Humpback Connector

Francis/King Regional Park – Elsie King Trail

Gallopig Goose Regional Trail

Island View Beach Regional Park – Campground

Jordan River Regional Park – Campground

Lochside Regional Trail

Sea to Sea Regional Park

Sooke Hills Wilderness Regional Park

Sooke Potholes Regional Park

Appendix 2: Regional Parks Classification Description

WILDERNESS AREA	CONSERVATION AREA	NATURAL AREA	RECREATION AREA
<p>A Regional Wilderness Area is characterized by:</p> <ul style="list-style-type: none"> • A large land base, generally more than 1,000 hectares; • The conservation of ecosystems, with minimal human interference; • Opportunities for visitors to experience, firsthand, the park's ecosystems; • Opportunities for backcountry recreation and camping; • The provision of few, if any, rudimentary services and facilities; • The experience of remoteness, solitude and harmony with nature. <p>Maintaining wilderness areas in the region is an important part of the regional parks function. Wilderness is critical to sustain wildlife and plants that rely on sizable natural areas for their survival and to provide wilderness outdoor experiences and activities. They are places where residents can experience wilderness close to their home.</p>	<p>A Regional Conservation Area protects regionally significant natural environments that contain sensitive and threatened ecosystems (e.g., they will have significant Garry oak, old-growth forest, salt marsh, or estuary ecosystems).</p> <p>They contain rare or endangered plant and wildlife species and their supporting ecosystems. The size of a Regional Conservation Area should be sufficient to ensure that natural features can be protected and remain viable over the long-term.</p> <p>Outdoor activities will be permitted in a Regional Conservation Area, provided they have minimal impact on the natural environment. In most cases, the main activity will be hiking. These areas will generally have basic facilities, such as trails, parking areas, toilets and signage.</p>	<p>A Regional Natural Area protects the natural environment and provides opportunities for a range of appropriate outdoor experiences and activities. These natural areas are not as ecologically sensitive or diverse as those found in a Regional Conservation Area, although they may contain some sensitive and threatened ecosystems.</p> <p>These ecosystems will be identified in the park management plan and conservation will be the priority in those areas. Regional Natural Areas also protect key greenspaces that are important to the natural character of the region.</p> <p>These areas will try to accommodate a range of appropriate outdoor experiences and activities. The exact uses will be outlined in the park management plan.</p>	<p>A Regional Recreation Area provides opportunities for many outdoor experiences, activities and events, and will be managed to accommodate a relatively high number of visitors. Facilities will be developed to support this level of use. The area must lend itself to development for a variety of uses that meet recreational needs, and it must be able to withstand intensive public use.</p> <p>This classification is distinct from other parks classifications in a number of ways:</p> <ul style="list-style-type: none"> • The emphasis is on outdoor experiences and activities, although protecting the natural environment will be addressed in all decisions about visitor use & facilities. • The range of acceptable recreational activities is the widest within the regional parks & trails system. • Recreation activities may include competitive sports. • Recreation facilities operated by non-profit groups may be permitted. • Opportunities and facilities may be provided for celebrations (festivals and group functions like picnics).

WILDERNESS AREA	CONSERVATION AREA	NATURAL AREA	RECREATION AREA
PARK NAME	PARK NAME	PARK NAME	PARK NAME
<ul style="list-style-type: none"> • East Sooke • Sea to Sea • Sooke Hills Wilderness 	<ul style="list-style-type: none"> • Albert Head Lagoon • Ayum Creek • Brooks Point • Devonian • Francis/King • Island View Beach • Lone Tree Hill • Mill Hill • Mount Wells • Witty's Lagoon • St. John Point 	<ul style="list-style-type: none"> • Bear Hill • Coles Bay • East Point • Gonzales Hill • Horth Hill • Kapoor • Matheson Lake • Matthews Point • Mill Farm • Mount Parke • Mount Work • Roche Cove • Sooke Potholes • Thetis Lake 	<ul style="list-style-type: none"> • Elk/Beaver Lake

Appendix 3: Regional Trails

Regional trails are identified in the 2012-2021 Regional Parks Strategic Plan. The categories of regional trails described in the Strategic Plan include bike & pedestrian trails, multi-use trails, and hiking & walking pathways. The table below provides information on the purpose of each type of regional trail.

BIKE AND PEDESTRIAN TRAILS	MULTI-USE TRAILS	HIKING & WALKING PATHWAYS ¹
These regional trails are designated primarily to accommodate a high volume of users for recreational and commuting cycling and for walking and running. Non-motorized vehicle transportation corridors, they are the arterial cycling trails in the region. These trails have major infrastructure and a paved surface.	These regional trails are designed for biking, hiking and horseback riding. The surface of these trails will be improved with gravel and designed to prevent degradation of the natural surface area through erosion and runoff.	These are regional trails that link regional and other parks into one continuous pathway system in the capital region. They are corridors used for walking, running, hiking, and where possible, horseback riding. These regional pathways are modelled on the pathway system found in Great Britain. These may be managed by the CRD or other agencies (Parks Canada, BC Parks, Municipalities, or other organizations).

In October 2016, the CRD Board approved the [Regional Trails Management Plan](#) which provides overall strategic direction for managing current and future regional trails. The management plan also provides specific management direction for the three current regional trails: Galloping Goose Regional Trail, Lochside Regional Trail, and the E&N Rail Trail—Humpback Connector.

The three current regional trails are classified as follows:

- Bike & Pedestrian Trail: Galloping Goose Regional Trail – Victoria to Langford; Lochside Regional Trail; E&N Rail Trail—Humpback Connector
- Multi-Use Trail: Galloping Goose Regional Trail – Luxton to Kapoor Regional Park

Section 2.4 of the Regional Trails Management Plan (p. 10) includes a policy for managing dogs on regional trails:

“For the safety of trail users, their pets, and wildlife, all pets must be on-leash at all times while on regional trails. Pet owners or guardians should ensure that their pets remain both on the trail and on the proper side of the trail.”

¹ Currently no areas exist with this category.

Appendix 4: Regional Parks Management Zone Guidelines

MANAGEMENT ZONES	OBJECTIVES	ENVIRONMENTAL VALUES	VISITOR EXPERIENCE AND ACTIVITIES	TYPICAL INFRASTRUCTURE
Environmental Protection Zone	To protect ecologically significant areas within regional parks through long term science-based land stewardship	<ul style="list-style-type: none"> • Areas with rare or endangered species and ecosystems needing the highest degree of ecological protection • In some areas, visitor access may be restricted 	<ul style="list-style-type: none"> • Nature study • Environmental interpretation • Visitor experience is centred on appreciation of natural features 	<ul style="list-style-type: none"> • Low-impact nature trails and other infrastructure that enhance appreciation of the natural feature(s)
Cultural Heritage Protection Zone	To protect culturally significant areas and features through a long term cultural resource management strategy	<ul style="list-style-type: none"> • Ecological features associated with culturally significant sites may be protected as part of the culturally significant features of the park or trail (e.g., heritage orchards) 	<ul style="list-style-type: none"> • Cultural appreciation and interpretation • Historical appreciation • Visitor experience is one of appreciating and understanding the cultural context of the feature 	<ul style="list-style-type: none"> • Low-impact nature trails and other infrastructure that enhance appreciation of the cultural feature(s)
Regional Wilderness Zone	To keep large natural systems functioning and provide a regional wilderness experience for park visitors	<ul style="list-style-type: none"> • Contiguous land areas large enough to protect the natural values • Areas with outstanding natural features that create a memorable visitor experience • Ecosystems are functioning in a sustainable fashion 	<ul style="list-style-type: none"> • Activities dispersed over a wide area • Some backcountry areas could be available for hiking, cycling, and horseback riding • Visitor experience is one of being in a wilderness setting • Backcountry camping may be permitted 	<ul style="list-style-type: none"> • Long-distance hiking, equestrian and cycling trails • Trails to viewpoints
Natural Environment Zone	<ul style="list-style-type: none"> • To provide easily-accessible natural areas within the parks • To provide areas within the parks that can be used for more active recreational pursuits 	<ul style="list-style-type: none"> • Areas where outdoor activities take place in conjunction with protection of natural features • Less remote than wilderness • Can act as a buffer between wilderness and recreation zones 	<ul style="list-style-type: none"> • Activities less dispersed than in wilderness zone, & more accessible to visitors • Horseback riding, cycling, hiking, shoreline activities • Visitor experience is one of participating in outdoor activities in a natural setting 	<ul style="list-style-type: none"> • Hiking, walking, equestrian, cycling trails • Viewpoints • Pathways • Picnic areas • Open fields
Outdoor Recreation Zone	To provide areas within a regional park that can accommodate concentrated recreation use	<ul style="list-style-type: none"> • Outstanding recreation features • Natural values may be compromised to allow higher level of activity 	<ul style="list-style-type: none"> • Activities more concentrated (e.g., beach activities, swimming, boating, fishing, picnicking, multi-use trails, group picnic areas) 	<ul style="list-style-type: none"> • Change rooms • Concessions • Boat launch sites • Beaches

MANAGEMENT ZONES	OBJECTIVES	ENVIRONMENTAL VALUES	VISITOR EXPERIENCE AND ACTIVITIES	TYPICAL INFRASTRUCTURE
			<ul style="list-style-type: none"> • Visitor experience includes active participation in outdoor recreation activities 	<ul style="list-style-type: none"> • Group picnic shelters • Nature houses
Park Services Zone	To provide areas within a park needed to support park services	<ul style="list-style-type: none"> • Natural values secondary to park service needs • Considerable landscape modification allowed 	<ul style="list-style-type: none"> • Visitor-oriented and park operation services 	<ul style="list-style-type: none"> • Parking lots • Storage areas • Washroom buildings • Park operations buildings

Appendix 5: Special Use Areas

CRD Regional Parks has some geographically defined areas that may have a set of specific rules, regulations, or agreements in place. These special use areas, however, are still subject to the *CRD Regulation Bylaw*.

Mountain Bike Area

A sanctioned Mountain Bike Area includes official mountain bike trails with trail difficulty ratings and warnings about risk and liability. The area may also include a technical training area and/or other features that support the activity of mountain biking.

Campgrounds

The regional park system includes three vehicle accessible campgrounds. Each of these campgrounds existed at the time of park acquisition and have been continued to provide an affordable recreational activity for park visitors. The campgrounds are managed to promote visitor convenience, safety, and enjoyment.

Other Areas to Be Determined

Regional Parks may from time to time designate other types of special use areas according to need and management focus. These areas will be identified through strategic planning or policy documents, park management planning processes, legal agreements, land acquisitions, or other means.

**REPORT TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, NOVEMBER 27, 2019**

SUBJECT **Mount Parke Regional Park and St. John Point Regional Park – Approval of Management Plans**

ISSUE SUMMARY

The Regional Parks Division seeks approval of the management plans for Mount Parke Regional Park (Mt. Parke) and Saint John Point Regional Park (St. John Point) on Mayne Island.

BACKGROUND

Mt. Parke is a key recreational destination in the Gulf Islands. This 49-hectare, largely forested property was acquired in 1991 and officially opened as a regional park in April 1995.

St. John Point was acquired in 2017. This 26-hectare property has significant ecological values, public use interests and a need for some public facility development. A management plan for St. John Point is a requirement of the conservation covenant held by the Mayne Island Conservancy Society that is registered on title.

The Capital Regional District (CRD) Board approved initiating the management planning process for these two parks at its September 2018 meeting.

An initial round of public engagement was held to gather information to assist in developing the draft management plans and a second follow-up round of engagement was held in May and June 2019. Staff reports summarizing the work conducted to engage the public, the Pauquachin, Tsartlip, Tsawout and Tseycum First Nations, and key stakeholders were provided to the Committee on February 27 and July 24, 2019. In general, the input received noted strong support for the draft management plans.

All comments received were considered in finalizing the plans. The management plans proposed for approval (Appendices A and B) are intended to guide decision-making in the two regional parks for the next 15- to 20-year period.

ALTERNATIVES

Alternative 1

The Parks & Environment Committee recommends to the Capital Regional District Board:

1. That the Mt. Parke Regional Park Management Plan be approved; and
2. That the St. John Point Regional Park Management Plan be approved.

Alternative 2

The Parks & Environment Committee refers the management plans for Mt. Parke and St. John Point regional parks back to staff with direction.

IMPLICATIONS

Social Implications

There are positive public implications for island residents and visitors by having both of these parks managed in ways that are ecologically sound and supported by the public. Approval of the management plans provides a commitment to the public regarding how these two parks will be managed.

Environmental & Climate Implications

The management plans outline known information about the environmental values and natural features of the parks and confirm ongoing management of Mt. Parke as a regional natural area and St. John Point as a regional conservation area.

Financial Implications

For plan implementation, existing staff will undertake ongoing operations and maintenance needs and any facility development will be dependent on available financial and staff resources, as addressed through Regional Parks' core and capital budgets. Short-term actions in the plans will be considered alongside other regional parks projects but are tentatively scheduled for the period of 2020 to 2025, and primarily involve minor facility and trail development in Mt. Parke, and some facility, parking infrastructure and trail development at St John Point, where total capital expenditures of \$150,000 are budgeted.

Intergovernmental Implications

An application to the Agricultural Land Commission, for non-farm use will be required before park entrance facilities (parking lot, toilet, information kiosk) can be developed within the agricultural land reserve area within St. John Point. In addition, since the former landowners made a donation to the Environment and Climate Change Canada Ecological Gifts Program, an application will also be required to this agency before park entrance facilities are developed because these facilities are a change in use from what existed at the time of land acquisition.

Alignment with Existing Plans & Strategies

The Regional Parks 2012-2021 Strategic Plan identifies completing management plans for priority parks as a high priority.

CONCLUSION

Completing management plans for regional parks are key actions consistent with the Regional Park 2012-2021 Strategic Plan. Park management planning processes for Mt. Parke and St. John Point were initiated in 2018, and draft plans were developed and improved based on input provided through public engagement opportunities and stakeholder consultation throughout 2019. The management plans are intended to guide decision-making in the two parks for the next 15 to 20 year period and are now proposed for decision.

RECOMMENDATION

The Parks & Environment Committee recommends to the Capital Regional District Board:

1. That the Mt. Parke Regional Park Management Plan be approved; and,
2. That the St. John Point Regional Park Management Plan be approved.

Submitted by:	Jeff Leahy, RPF, Senior Manager, Regional Parks
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENTS

Appendix A: Mt. Parke Regional Park Management Plan

Appendix B: St. John Point Regional Park Management Plan

Mount Parke Regional Park Management Plan

Capital Regional District | November 2019



Capital Regional District | Regional Parks
490 Atkins Avenue, Victoria BC V9B 2Z8
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Acknowledgements

The Capital Regional District (CRD) would like to acknowledge and thank the Mayne Island Parks & Recreation Commission and the Mayne Island Conservancy Society for their collaboration on this plan. Further, the CRD recognizes and thanks the Mayne Island Conservancy Society for its on-going park restoration efforts through a Partners in Parks agreement. Lastly, the CRD appreciates the ideas and suggestions contributed by the public—they helped in the creation of this draft management plan.

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Cover photo of Mount Parke Regional Park courtesy of Neil Boyle

1 Executive Summary

Mount Parke is one of six regional parks in the Southern Gulf Islands. This 49 hectare, largely forested park, is centrally located on Mayne Island and provides the highest viewpoint on the island. Mount Parke is classified as a regional natural area. The natural area classification is used to protect key greenspaces that are important to the natural character of the region. In these parks, the Capital Regional District (CRD) protects the natural environment and provides appropriate and compatible outdoor experiences and activities. Mount Parke Regional Park includes a mature forest of western red cedar, red alder, sword fern and Oregon-grape. It is best known for its hiking trails, viewpoint overlooking the Gulf Islands, and its connection to Plumper Pass Park, a 15.5 hectare community park. Together these two parks create the largest protected area on Mayne Island.

The Southern Gulf Islands are part of the traditional territory of several Coast Salish Nations. The WJOLÉP (Tsartlip Nation) has reserve lands at Helen Point at the west end of Active Pass on Mayne Island. In developing this management plan, invitations were made to the WJOLÉP (Tsartlip), SÁÁUTW (Tsawout), WSIKEM (Tseycum), and BOKEĆEN (Pauquachin) First Nations to participate in the project.

The Mayne Island Local Trust Committee (responsible for land use planning), the Mayne Island Parks & Recreation Commission (responsible for the adjacent Plumper Pass community park), and the Mayne Island Conservancy Society (responsible for restoration through a Partners in Parks agreement established in 2013 with the CRD) were also invited to participate in the development of the park management plan. The CRD website and on-island opportunities provided the public, both on Mayne Island and from the wider region, with optional ways to provide input into the planning process.

The vision for Mount Parke Regional Park is:

“Mount Parke Regional Park is recognized as a key destination on Mayne Island by island residents and visitors alike, who appreciate its forest walks and the breathtaking views from the ridge. The regional park and neighbouring community park play an important part in the protected areas network on Mayne Island, and in the region generally, by conserving coastal woodland and forest ecosystems. This centrally-located park has both challenging and relatively easy hiking opportunities which allow a wide range of people to experience the natural values and maintain an active lifestyle. The park is seen as a perfect place to enjoy nature and the park is used in ways that respect and protect its values.”

The key management actions for Mount Parke Regional Park include:

- Continue the existing Partners in Parks agreement with the Mayne Island Conservancy Society for ongoing park restoration.
- Continue to collaborate with the Mayne Island Parks & Recreation Commission on joint interests and park connections.
- Maintain existing trails and provide minimal additional visitor facilities, such as benches.
- Create two consolidated park trailhead/access points, by Kim Road and Montrose Road.



Old Gulch Trail

2 Introduction and Context

The Southern Gulf Islands are part of the traditional territory of several Coast Salish Nations, and First Nation peoples have lived on and regularly used the lands and waters in these islands. Today, WJOLÉLP (Tsartlip Nation) has reserve lands on Mayne Island at Helen Point at the west end of Active Pass. Mayne Island, known as S,ƷƑAK in the SENĆOŦEN language, and surrounding waters have been used for hunting, fishing, gathering food and medicines, and other cultural practices for millennia. These areas continue to be of importance to and used by the WJOLÉLP (Tsartlip), SƳÁUTW (Tsawout), WSIƷEM (Tseycum), and BOƷÉĆEN (Pauquachin) First Nations.

The CRD manages and operates 34 regional parks/park reserves and 3 regional trails. Regional parks help secure the region's biodiversity, conserve natural systems, and mitigate climate change. They also help maintain a high quality of life through the provision of natural areas with compatible outdoor recreation and education opportunities. Regional parks are integral to creating a human connection with nature—fostering appreciation and respect—and maintaining a vibrant regional community.

Mount Parke Regional Park (hereinafter Mt. Parke) is one of six regional parks/park reserves in the Southern Gulf Islands (Map 1). These island parks protect a variety of landscapes within the Coastal Douglas-fir ecosystem and are part of the tourism offer on-island.

In the 1980s, the original 32-hectare parcel was a provincial park reserve, managed by the Ministry of Crown Lands. In 1988, the CRD applied to the Province for tenure on this parcel to establish Mt. Parke. In 1992, 31 hectares were conveyed to the CRD by means of a free crown grant for regional park purposes. A small triangular area on the southwest corner was retained as a government reserve for gravel pit purposes. An additional 17 hectare parcel was acquired through a donation/purchase in 1992. In combination with the adjacent Plumper Pass Community Park (15.5 hectares), this is the largest protected area on Mayne Island. Map 2 illustrates the park's location.

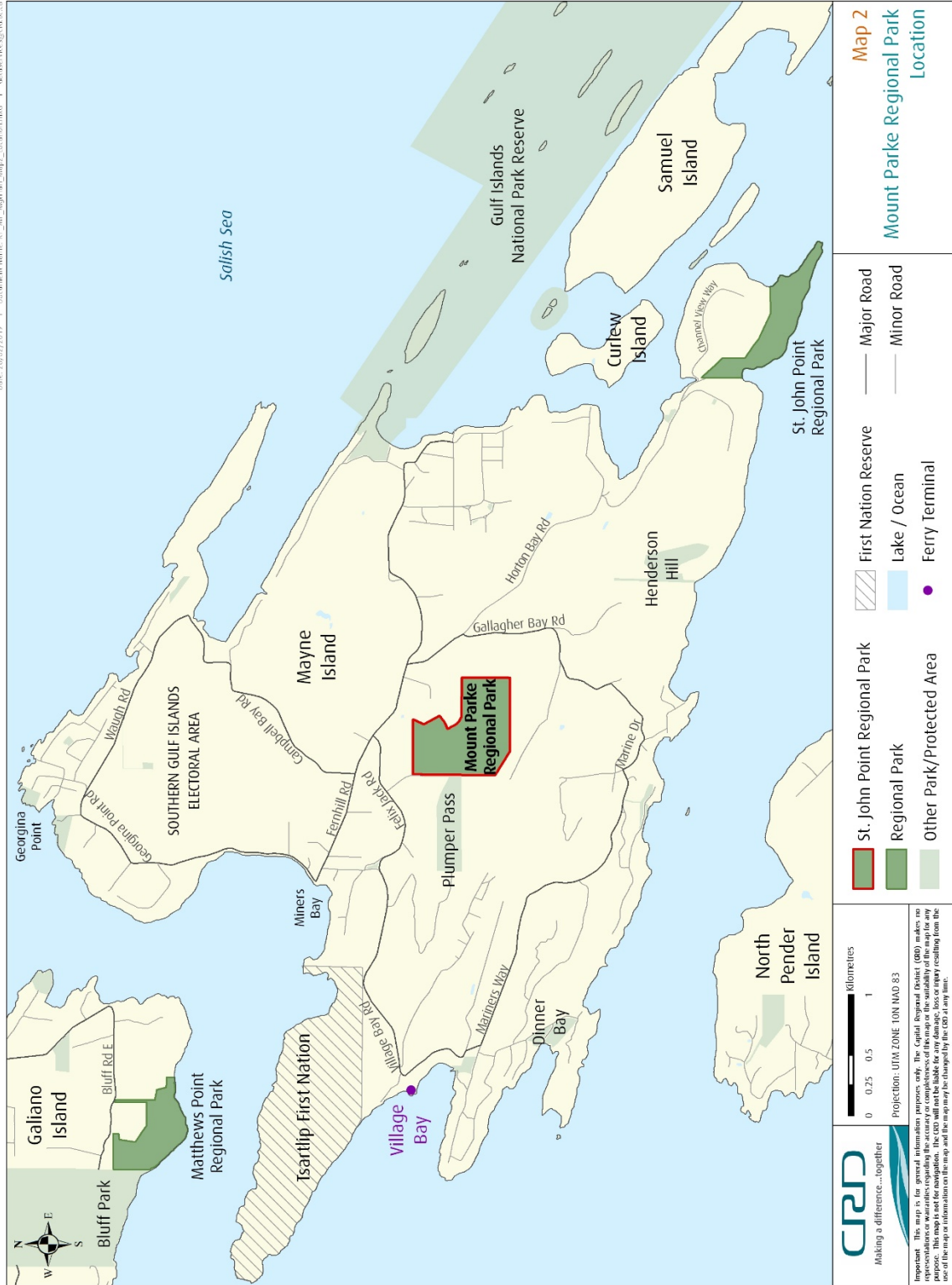
The regional park is classified as a regional natural area. The natural area classification is used to protect key greenspaces that are important to the natural character of the region. In these parks, the CRD protects the natural environment and provides appropriate and compatible outdoor experiences and activities. The park is within the Coastal Douglas-fir biogeoclimatic zone which extends along the east side of Vancouver Island, the Southern Gulf Islands, and a narrow strip along the Sunshine Coast. The Ecosystem Restoration Plan 2017-2027, developed by the Mayne Island Conservancy Society, notes that most of the park is composed of a north-facing series of rolling hills and benches with a canopy dominated by Douglas-fir, with varying amounts of western red cedar and arbutus. Western hemlock

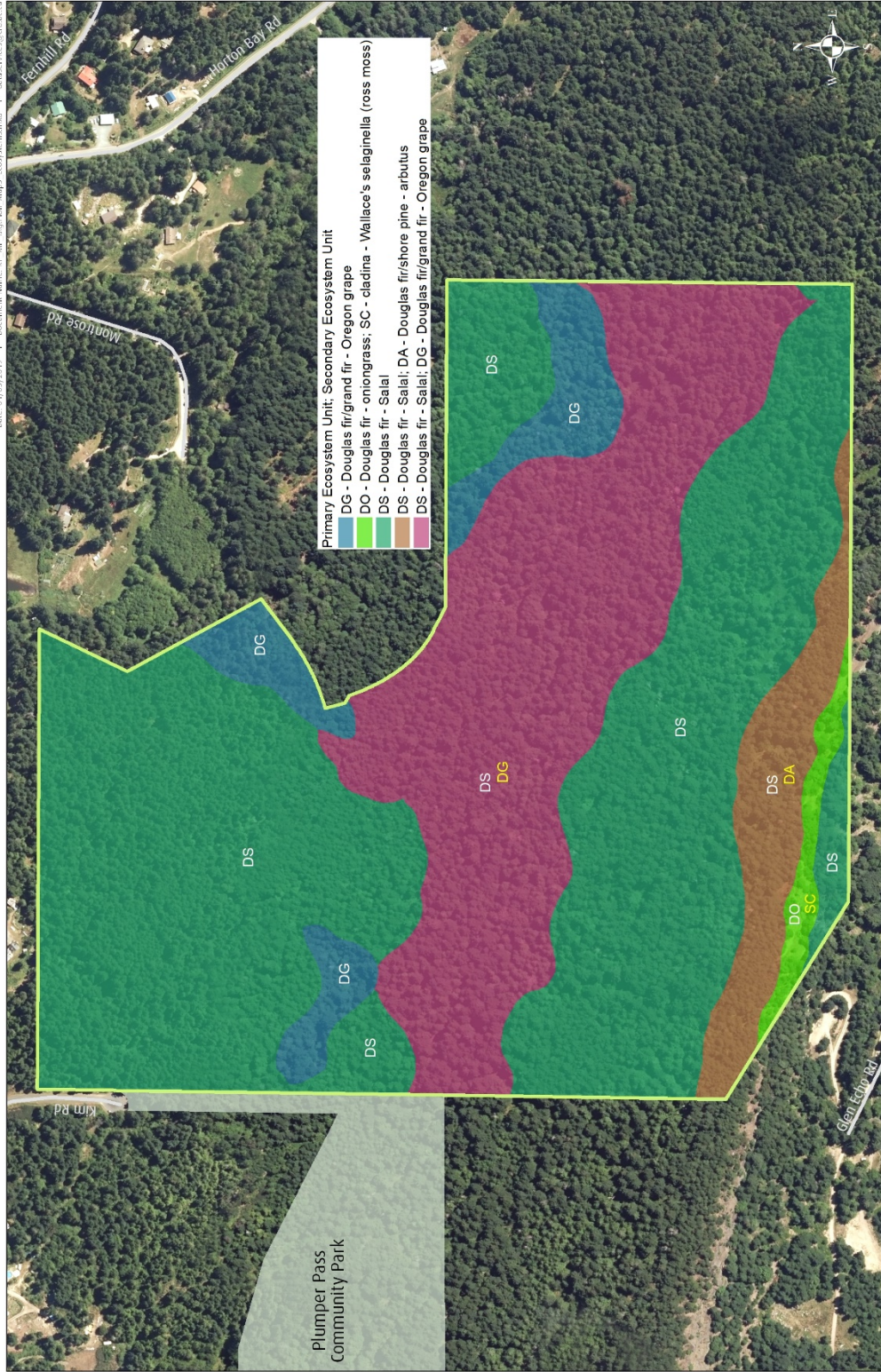
occurs in cooler north-facing areas and patches of red alder can be found in wetter sites. Mt. Parke is recognized as an area of high conservation value because of its ecosystems, particularly the woodlands, coastal bluffs and herbaceous ecosystems located along the summit ridge (approximately 3% of the park) and the mature forest (approximately 54% of the park). The Douglas-fir/Alaska oniongrass on the summit ridge is recognized by the BC Conservation Data Centre as a red-listed or endangered ecosystem. The rest of the park is represented by a mix of the red-listed Douglas-fir/dull Oregon-grape ecosystem type as mature older forest and some young forest. Three species of garter snake have been observed in the park and adult red-legged frogs have been observed, although there is no suitable breeding habitat for red-legged frogs within the park. In April 2014, the Mayne Island Conservancy Society conducted a songbird survey and detected 30 species of birds, with Pacific wren, chestnut-backed chickadee, and Pacific-slope flycatcher being most prevalent. The park ecosystems are illustrated on Map 3 and further detail about the natural environment is provided in Appendix 1.

Mt. Parke was officially opened as a regional park in April 1995, once initial facility development was completed, including a new trail to the summit (Map 4). Park accesses and parking are at the end of both Montrose Road and Kim Road. Currently there are two loop trail opportunities in the park—the 1.3 km Lowland Nature Trail and the 2.9 km loop following the Halliday Ridge Trail, Old Gulch Trail and a portion of the Lowland Nature Trail. Park visitors note the beauty and uniqueness of the area as important qualities. The adjacent Plumper Pass Community Park provides a third loop trail option (2.2 km) that connects to Old Gulch Trail in the regional park. A toilet is located at the junction of the Lowland Nature Trail and the Halliday Ridge Trail. In developing the management plan, many people noted through public comments that the park in general is fine as it is and few issues exist.

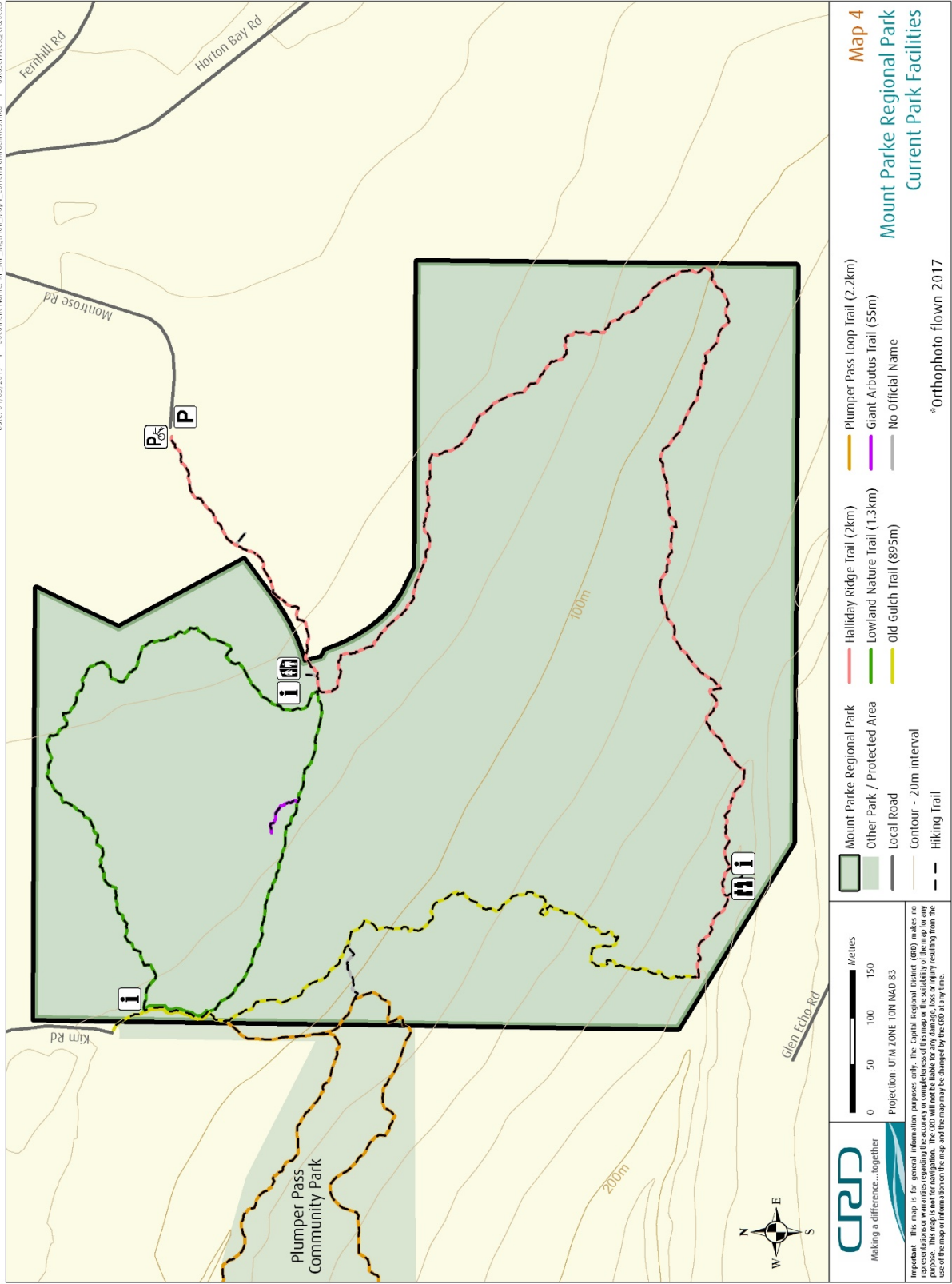
The Mayne Island Conservancy Society has an ongoing park restoration program through a Partners in Parks agreement with the CRD. The Conservancy has identified specific prescriptions for three invasive plant species of primary concern—Scotch broom, daphne, and English holly—and has established an early detection rapid response approach for management of invasive plants. This program has helped maintain a low presence of invasive plant species within the park.

This park management plan will provide management direction for at least the next 15 years. The management plan translates the broad direction of the Regional Parks Strategic Plan into more specific direction, such as a park vision, goals, management statements, and actions based on the features and values of the park and input from the public. A summary of the engagement process for this management plan is provided in Appendix 2.





Orthophoto flown 2017



3 Strategic Direction

3.1 Park Classification

The regional park classification system provides a method of distinguishing the different roles that individual parks play in achieving the overall purpose of regional parks. Each regional park is classified based on its management focus. Four park classifications exist: wilderness areas, conservation areas, natural areas, and recreation areas. Although protection and recreation occur in all regional parks, these classifications indicate the primary purpose of the park.

Mt. Parke is classified as a regional natural area. The natural area classification is used to protect key greenspaces that are important to the natural character of the region. In these parks, the CRD protects the natural environment and provides appropriate and compatible outdoor experiences and activities.

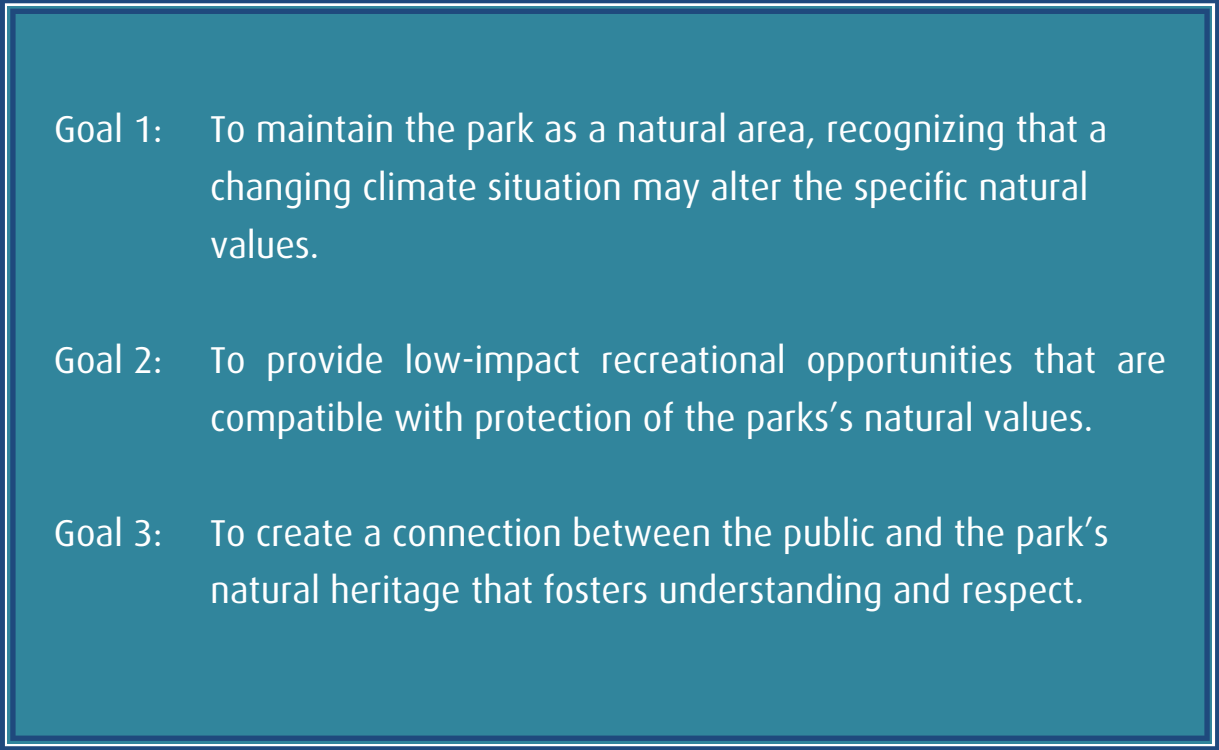
3.2 Vision for Mount Parke Regional Park

The vision for a park must be compatible with the park's classification. The purpose of the vision is to express the desired end state; where one wants to be in 15-20 years. The vision for Mt. Parke is:

"Mount Parke Regional Park is recognized as a key destination on Mayne Island by island residents and visitors alike, who appreciate its forest walks and the breathtaking views from the ridge. The regional park and neighbouring community park play an important part in the protected areas network on Mayne Island, and in the region generally, by conserving coastal woodland and forest ecosystems. This centrally-located park has both challenging and relatively easy hiking opportunities which allow a wide range of people to experience the natural values and maintain an active lifestyle. The park is seen as a perfect place to enjoy nature and the park is used in ways that respect and protect its values."

3.3 Management Goals

Flowing from the vision, goals set the desired outcomes one wants to achieve. The goals will lead toward the long-term vision. The goals for Mt. Parke are:

- 
- Goal 1: To maintain the park as a natural area, recognizing that a changing climate situation may alter the specific natural values.
 - Goal 2: To provide low-impact recreational opportunities that are compatible with protection of the park's natural values.
 - Goal 3: To create a connection between the public and the park's natural heritage that fosters understanding and respect.

3.4 Management Statements

Along with the park classification, vision and goals, the following statements provide more detailed direction for park management and decision-making. They guide the development of actions for the park, as well as provide direction for decision-making on items that may arise in the future that are not specifically addressed within this management plan.

Environmental Conservation

- Mt. Parke will be managed to conserve the park's natural values, recognizing that the specific values may change over time.
- A park restoration program is important to continue through a Partners in Parks agreement with the Mayne Island Conservancy Society or another appropriate group or agency. Considerations need to be given to the long term effects of climate change and how natural environments adapt.

- The CRD will consider future acquisitions of high natural value, undisturbed lands in the vicinity of the park to provide additional natural area protection and potential trail connections.
- In line with the CRD's Climate Action Plan, park management will contribute to long term climate change goals and the protection of important ecosystem services, such as carbon sequestration.
- The CRD may participate in provincially-endorsed wildlife management programs related to non-native wildlife species affecting the park ecosystems (e.g., Fallow deer). When completed, the CRD will consider how the Mayne Island Fallow Deer Management Strategy impacts or is applied within regional parks on the island.

Cultural Heritage

- If sensitive cultural heritage exists on site, measures will be taken to protect them from negative impacts from park infrastructure or visitor use.
- In recognition of past and present use by Coast Salish Nations in this area, the CRD will work collaboratively with First Nations to understand First Nations values in this area and to collect additional cultural heritage information, and will work to consider and incorporate First Nations interests in cultural heritage management initiatives within the park.

Visitor Experience

- Visitor opportunities in Mt. Parke will be linked to appreciation of the natural values of the park, particularly the forest environment.
- Walking/hiking will be the mainstay of the visitor opportunities in the park, with minimal, low-impact ancillary facilities and services being provided to support the visitor experience.
- Educational information about the park's natural and cultural values may be provided in a variety of ways, including the CRD website, park signage, or programming undertaken by authorized providers through a CRD permit.
- Visitor-related infrastructure will be consolidated in key locations (e.g., at park entrances, in the vicinity of the toilet building and at the viewpoint area on the ridge). As needed, a portion of the Old Gulch and Lowland Nature Trails will be used for service vehicles to address toilet pump-outs.

3.5 Park Zoning

The CRD uses park zoning to provide more specific land management, based on environmental values, needs and features. The regional park zoning system provides six different zones that can be used as appropriate within each park to guide conservation and use. In Mt. Parke, three zones apply, as described below and as shown on Map 5.

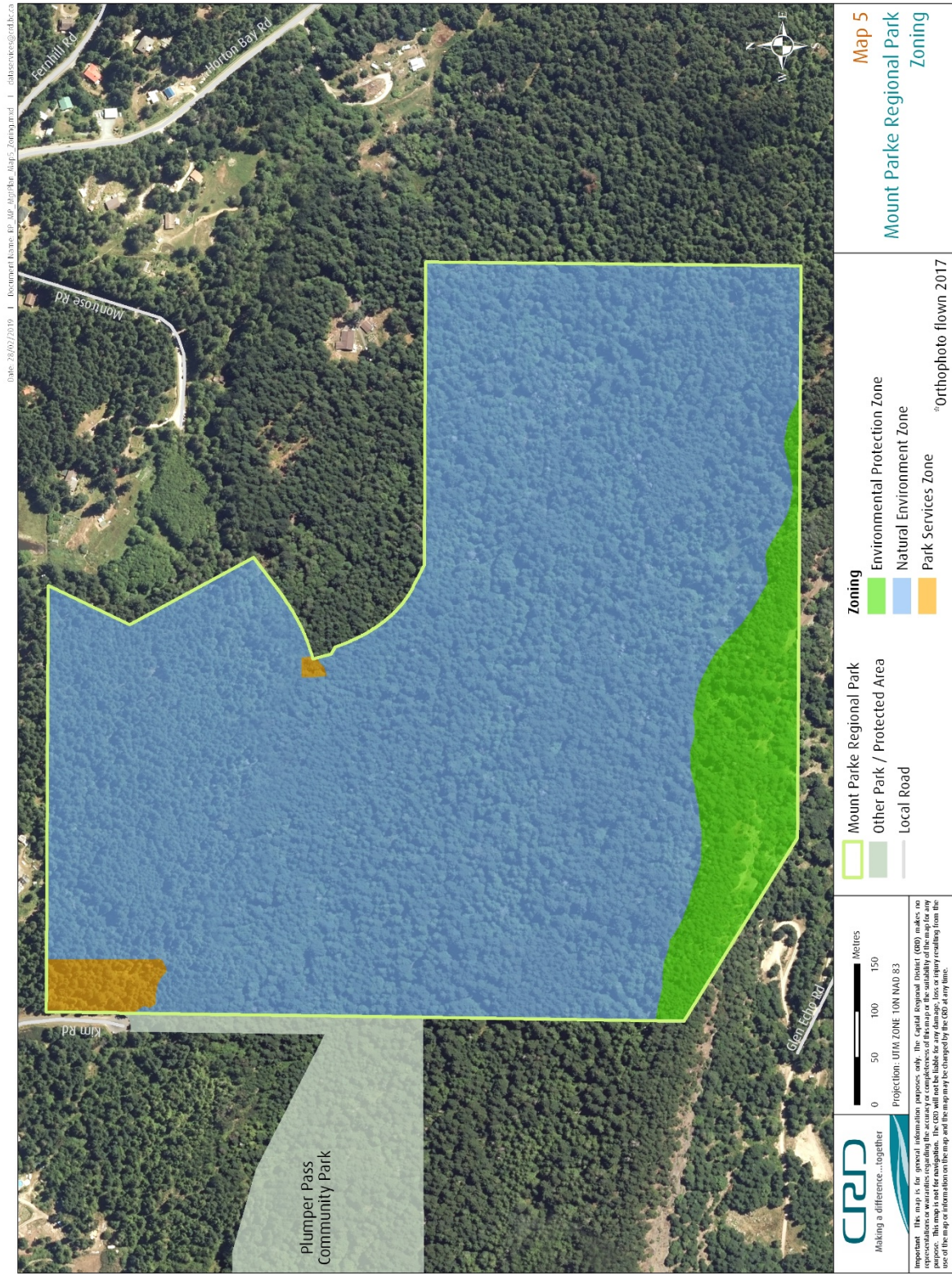
Environmental Protection Zone provides the highest level of protection. Its objective is to protect ecologically significant areas through long-term science-based stewardship. Typically, this zone is applied to areas with rare or endangered species and ecosystems that require a higher level of protection or monitoring. Low impact nature trails are permitted, but visitor use may be restricted if needed to protect the rare or endangered species or ecosystems. In Mt. Parke, this zone covers the sensitive and important woodland, mature forest, and bluff/herbaceous ecosystems. In this zone, for protection of sensitive coastal bluff/herbaceous features, park users are to leash their pets.

Natural Environment Zone is used for easily accessible natural areas within parks. These areas are generally more able to withstand outdoor recreation use without significant impacts to sensitive ecological or cultural values. The natural environment zone covers the Young Forest ecosystem, largely located on the north side and to a lesser degree on the east side of the park.

Park Services Zone is used to identify areas where support services will be focused. Generally, this zone will cover areas where natural values are less significant and more intensive infrastructure can be consolidated without major impact. Landscape modification is allowed for visitor or operational services, such as parking lot, visitor orientation, toilets, and operational storage areas. An area of park services zone is centred over the existing toilet building location and at the Kim Road access to the park where park information will be focused.



Mount Parke on a foggy morning.



4 Development Concept

The overall development concept for Mt. Parke is to maintain the park largely in a natural state, with the existing three walking/hiking trails, the connection to Plumper Pass Community Park, and minimal, low-impact visitor facilities. Among other things, no camping or fires will be permitted in the park. Ongoing restoration work will be addressed through the Partners in Parks agreement with the Mayne Island Conservancy Society or another appropriate group or agency.

Two access points will be maintained—at Kim Road and Montrose Road. The CRD will work with the Ministry of Transportation and Infrastructure regarding park-related use of the road dedications. Over time, the Kim Road access will be recognized as the primary park entrance. If at any time in the future there is a need for a parking lot, the northwest corner, off Kim Road, will be considered the primary location for consideration. A park information kiosk will be developed cooperatively with the Mayne Island Parks and Recreation Commission and the Mayne Island Conservancy Society for the Kim Road access. In the short term, an orientation map will be provided at the Montrose Road access, and a second park information kiosk may be developed in the future at the Montrose Road access or in the vicinity of the toilet building. Portions of the Old Gulch Trail and Lowland Nature Trail will be maintained to a level that allows service vehicle access to the toilet building.

To enhance opportunities to connect with nature, and recognizing differing abilities of park visitors, the CRD will consider the addition of a bench or two in the park. The location of the benches will be determined based on an environmental review to protect park values. Opportunities to assist with park stewardship may be considered through the Partners in Parks restoration program or through existing CRD programs. To enhance educational opportunities, the two existing interpretive signs will be updated. If other organizations wish to provide on-site interpretive programs such as nature walks, the CRD will consider proposals through a park permit application.

Liaison with the local Parks and Recreation Commission and the Mayne Island Conservancy Society will occur at least annually to maintain ongoing interactions regarding the larger Mt. Parke - Plumper Pass park complex.

View from Halliday Ridge Trail



5 Management Actions & Implementation

The Mt. Parke Management Plan comes into effect upon CRD Board approval and continues to apply until a new or updated plan is approved by the Board.

5.1 Proposed Actions & Anticipated Timeframe

The table below identifies and prioritizes the proposed management actions. Implementation of the proposed management actions will be undertaken subject to availability of staff and financial resources. Generally, it is anticipated that short-term actions will be addressed in the first five years after approval of the management plan (2020-2025). Actions that are spatially-based are illustrated on Map 6.

Proposed Action	Desired Outcome	Timeframe
1. Continue the existing Partners in Parks agreement with the Mayne Island Conservancy Society for ongoing park restoration.	Conserve the parks natural values and habitat.	Ongoing
2. Maintain the three main hiking trails in a low-impact, sustainable manner. Note: includes addressing water management, erosion and safety as needed.	Provide low-impact recreational opportunities that are compatible with protection of the natural values.	Ongoing
3. Maintain a connection/access trail to the Plumper Pass Trail from Mt. Parke.	Facilitate use of both the regional park and adjacent community park to allow for multiple hiking opportunities.	Ongoing
4. Undertake an archaeological assessment of park trail and facility areas.	Ensure the park infrastructure is not impacting significant cultural heritage features.	Short term

<p>5. Work with the Mayne Island Parks and Recreation Commission and the Mayne Island Conservancy Society on consolidating the Kim Road park entrance/trailhead signage, including installation of a park information kiosk, and standardizing other signage in key areas.</p> <p>Note: The Kim Road access will be the initial focus for a kiosk and include information about the regional park, the community park and the Partners in Parks agreement.</p>	<p>Have obvious and cohesive park entrance and trailhead areas where people accessing the park can orient themselves at the outset of their visit.</p>	<p>Short term</p>
<p>6. Install an orientation map at the Montrose Road access point.</p> <p>Note: In the longer term, an information kiosk may be considered at Montrose Road or by the toilet building.</p>	<p>Have obvious park entrance and trailhead areas where people accessing the park can orient themselves at the outset of their visit.</p>	<p>Short term</p>
<p>7. Install up to two benches on the park trails.</p> <p>Note: Locations to be determined. Best management practices will be used to assess potential locations before they are installed.</p>	<p>Facilitate creating a connection between the public and the park's natural heritage by providing opportunities for people to sit, rest, and enjoy the park scenery.</p>	<p>Short term</p>
<p>8. Work with the Ministry of Transportation and Infrastructure regarding park facilities located within surveyed road dedications at Montrose and Kim roads.</p>	<p>Authorization from provincial agency for park-related infrastructure.</p>	<p>Short term</p>
<p>9. Review and update the interpretive panel on the Ridge Trail and at the Kim Road access.</p>	<p>Ensure facilities and information are up-to-date and accurate and located appropriately.</p>	<p>Short to Medium term</p>
<p>10. Through the Regional Parks Land Acquisition Strategy, consider potential land acquisition</p>	<p>Enhance conservation or opportunities for public access and use.</p>	<p>Ongoing</p>

needs and opportunities in the vicinity of Mt. Parke.		
11. Consider and promote opportunities for volunteering in the park.	Facilitate a connection between the public and the park's natural heritage through volunteerism	As available
12. Liaise with local groups, such as the Mayne Island Parks and Recreation Commission, Mayne Island Conservancy Society, and Mayne Island Pathways and Trails Association, regarding initiatives in the vicinity of Mt. Parke.	Maintain working relationships within the community and ensure that potential initiatives positively impact Mt. Parke.	As needed

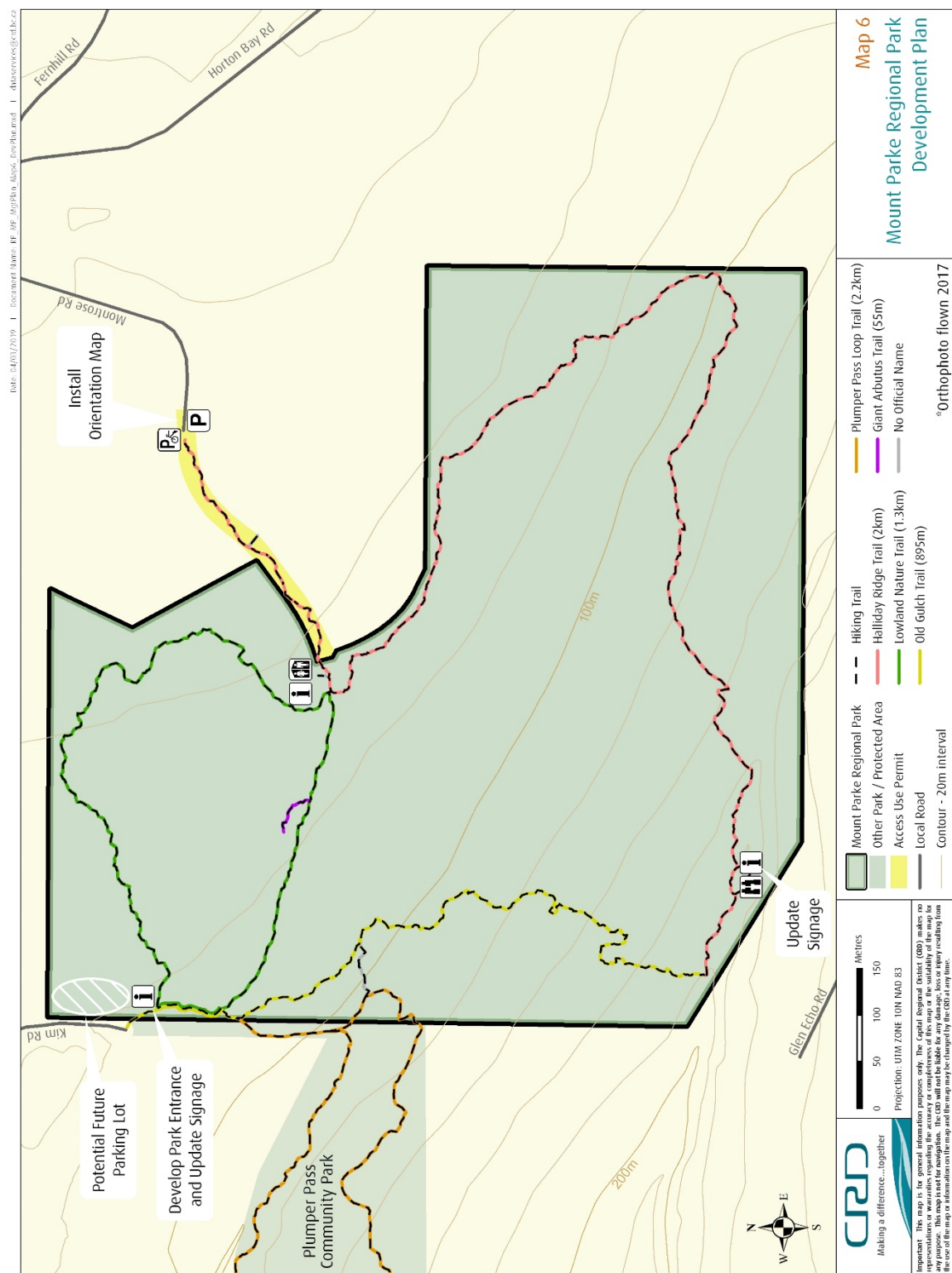
5.2 Implementation Monitoring

The CRD will monitor the implementation of the management plan through the Regional Parks Service Plan, Regional Parks Capital Plan, annual Mt. Parke Operational Plan, and regular work planning processes.

If unexpected circumstances, significant issues, or critical new information arise over time that warrant substantive changes to the management direction in this management plan, a plan amendment may be considered. If new lands are acquired and park infrastructure is envisioned, a plan amendment will be undertaken before any development occurs. Public consultation will be held for substantive amendments and all amendments must be approved by the CRD Board.

Prior to initiating a full management plan update in the future, an evaluation of the current plan will be undertaken to determine:

- if the strategic direction has adequately addressed major issues that have occurred.
- the level of implementation of management plan actions, and if outstanding actions are still relevant.
- what changes might be needed to provide appropriate direction for the future.



Appendix 1: Background Information

History of the Park

First Nations

The Southern Gulf Islands are within the traditional territories of several Salish First Nations. The W̱SÁNEĆ People (Saanich), part of the Salish Nation, are also known as saltwater people. Dave Elliott Sr., of the Tsartlip Nation, said in his book *Saltwater People*, that the sea was very important to their way of life. Because there were no rivers in the Tsartlip traditional territory, they went to the sea to fish. In addition, sandy beaches provided clams and crabs; rocky beaches offered mussels, sea urchins and seaweed. Waterfowl could be found on mud flats and marshy beaches. On the islands, high rocky shores were the best places for camas to grow. Their bulbs were dug for food during the summers. The abundant forests provided many food plants like berries, fern roots, and nettle leaves, and medicines were made from plants like Oregon-grape, Indian consumption plant and yarrow. W̱SÁNEĆ peoples hunted elk, deer and some smaller mammals for the meat and fur hides. His book goes on to say that during April and May, men would hunt deer and elk. St. John Point, on Mayne Island, is noted as an area of deer drives. Mayne Island, known as S,ƛƛAK meaning “pass” or “narrows”, and surrounding smaller islands were used by First Nations for hunting, gathering, and other cultural practices for millennia—providing foods and medicines for First Nations peoples. The WJQŁŁP (Tsartlip) First Nation has reserve lands on Helen Point on Mayne Island. First Nations continue to use the marine and terrestrial resources in the Gulf Islands and continue to have ties to both Mayne Island and the park.

Contemporary History

In the 1980s, the original 32-hectare parcel was a provincial park reserve, managed by the Ministry of Crown Lands. In 1988, the CRD applied to the Province for tenure on this parcel for Mt. Parke Regional Park; it was conveyed by means of a free crown grant for regional park purposes in 1992. A small triangular area on the southwest corner was retained as a government reserve for a gravel pit. An additional 17 hectare parcel was acquired through a donation in 1992. In combination with the adjacent Plumper Pass Community Park (15.5 hectares), this is the largest protected area on Mayne Island.

Ecological Information

The Mayne Island Conservancy Society, in its 2017 Mt. Parke restoration plan, notes that Mt. Parke Regional Park is within the Coastal Douglas-fir biogeoclimatic zone which extends along the east side

of Vancouver Island, the Southern Gulf Islands, and a narrow strip along the Sunshine Coast. Most of the park is composed of a north-facing series of rolling hills and benches, with a canopy dominated by Douglas-fir, and varying amounts of western red cedar and arbutus. Western hemlock occurs in cooler north-facing areas and patches of red alder can be found in wetter sites. The understory varies with salal, western sword fern, dull Oregon-grape and oceanspray. Most of the park is shaded so the herb layer is variable. In less shady areas, mosses dominate. The south-facing ridgetop contains an open, Douglas-fir-arbutus woodland with fescues dominant in areas of full sun exposure. The 2004 Terrestrial Ecosystem mapping (BA Blackwell) indicates that four terrestrial ecosystems, noted below, exist within the park. These four ecosystems are red-listed by the Province of BC. Red-listed means any species or ecosystem that is at risk of being lost (extirpated, endangered, or threatened).

Descriptions adapted from Blackwell report:

Douglas-fir - salal (DS)

This site association is considered the CDFmm "zonal" or "representative" site. Typical conditions are well to moderately well drained soils widely distributed on a range of parent materials, slopes and aspects. Forests are dominated by Douglas-fir with varying aMt.s of red cedar, arbutus, and occasionally grand fir. The understory typically features salal and Oregon-grape with varying aMt.s of oceanspray, honeysuckle (hairy and orange), and moss cover.

Douglas-fir - oniongrass (DO)

Found on dry, nutrient rich sites distributed on warm slopes and adjacent ridges. These site associations are often complexed with rock bluffs on accumulations of shallow colluvium; a key feature is high insolation due to physiography and characteristic open canopies. Forests are typically open grown and feature Douglas-fir, arbutus, and varying aMt.s of Garry oak. The shrub layer includes hairy honeysuckle, with salal being rare due to high surface temperatures. Mixed grass cover is characteristic with a variety of herbs such as cleavers, sanicle, woodland tarweed, dovefoot geranium, and hairy cat's-ear. Species composition is highly variable due to disturbance history such grazing. Garry oak has the highest probability of occurring as a seral tree species on these sites although its presence is variable and relatively uncommon.

Douglas-fir/grand fir - Oregon-grape (DG)

This site association is typically found on moderately dry, nutrient rich sites commonly distributed on glaciomarine and marine soils in valley bottoms and swale topography at higher elevations; less frequently found on colluvial slopes. In variable terrain, this association can be complexed with moister and richer sites on marine soils. Forests are moderately dense and feature Douglas-fir, red alder, red cedar and varying amounts of big leaf maple and grand fir. Deciduous stands are dominated by red alder. Understory vegetation is characterized by a well developed herb layer featuring swordfern and

a variety of species such as cleavers, vanilla leaf, wall lettuce and stinging nettle. These sites have commonly been developed for agriculture due to favorable soils and physiography.

Douglas-fir/shore pine - arbutus (DA)

This site association is found on dry, shallow, poor to medium nutrient and well drained soils. Sites are commonly distributed on shallow bedrock controlled ridges, benches, and slopes where trees root in shallow soils and fractured bedrock. Forests are moderately dense and feature Douglas-fir and arbutus with varying amounts of red cedar. Understory vegetation typically features moderate salal and hairy honeysuckle cover with Oregon-grape, orange honeysuckle, and baldhip rose in the shrub layer. Herbs and mosses typically include cover of mixed grasses and moss.



Giant Arbutus off Lowland Nature Trail

Appendix 2: Summary of the Engagement Process

The initial engagement process for the Mt. Parke Regional Park management planning process was held in October-November 2018 and included:

First Nations

- Letters were sent in October 2018 to the Tsawout, Tseycum, Tsartlip, and Pauquachin First Nations introducing the project and seeking their interest in participating in the project. A meeting was scheduled with the Tsawout but it was cancelled by the Nation due to other priorities.

Other Government Agencies

- Letters were sent to the Mayne Island Local Trust Committee (Islands Trust) and the Mayne Island Parks and Recreation Commission (part of CRD) introducing the project and seeking input.
- A meeting was held with representatives of the Parks and Recreation Commission in October 2018 to discuss the project and gather initial input.

Key Stakeholders

- The Mayne Island Conservancy Society, which has a Partners in Parks agreement with the CRD for an ongoing park restoration program, was contacted about the project and a meeting was held with key representatives in October 2018 to gather initial input.
- Letters were sent to park neighbours in October 2018 to introduce the project and identify that they could provide initial input through the CRD website. <https://www.crd.bc.ca/project/mt-parke-st-john-pt-management-plans>

General Public

- A media release was released in September 2018 to notify the public of the upcoming project.
- Information about the park and the planning process was posted on the CRD website in September 2018 following project initiation by the CRD Board.
- A comment form was posted online between October 1 and November 13, 2018 to gather input about a number of aspects that would provide background information and assist in developing the draft management plan.
- An ad was placed in the October and November issues of the *Mayneliner* to notify island residents of the project and the online input form.
- Posters were put up around the community notifying residents of the project and how to be involved.

- A sign was installed in the park notifying park users on various stages of the project.
- Social media notices were posted throughout the project.

A second round of engagement was held in May-June 2019 and sought input on the draft management plan. The draft management plan engagement included:

First Nations

- Letters hand-delivered in May 2019 to the Tsawout, Tseycum, Tsartlip, and Pauquachin First Nations. The letters provided an update on the project, the draft management plan, and offered to meet with Chief and Council or their representatives to discuss the plans. Follow up by email, phone or in person was undertaken.

Other Government Agencies

- Letters were sent to the Mayne Island Local Trust Committee (Islands Trust) and the Mayne Island Parks and Recreation Commission (part of CRD) in May 2019, providing a project update, the draft management plan and request for comments, and outlining the upcoming public engagement.

Key Stakeholders

- A letter was emailed to representatives of the Mayne Island Conservancy Society in May 2019. It provided a project update, copy of the draft management plan and request for comments. It also outlined the upcoming public engagement opportunities.
- Letters and a poster were sent to park neighbours to notify them that they could review or download the draft management plan online, provide comments online, and make them aware of planned on-island engagement events.

General Public

- A media release was put out following the CRD Board's release of the draft management plan.
- A comment form was posted online between May 9 and June 9, 2019 to gather input on the draft management plan.
- An ad was placed in the May and June issues of the *Mayneliner* to notify island residents and in the *Black Press* newspapers on southern Vancouver Island to alert other regional residents of the draft management plan and the opportunity to provide online input and/or through the market booth or open house.
- Posters were put up around Mayne Island to further notify the community of the opportunities to provide input about the draft management plan.

- An updated sign was installed in the park notifying park users of the timing on various stages of the project and a poster was installed in advance of the public sessions.
- Social media notices were posted as appropriate in advance of the public sessions and input deadlines.



View from Halliday Ridge

St. John Point Regional Park Management Plan

Capital Regional District | November 2019



Acknowledgements

The Capital Regional District (CRD) would like to acknowledge and thank the Mayne Island Conservancy Society for its significant contribution to the establishment of this park, the development of the draft management plan, and ongoing park restoration efforts. The CRD also acknowledges the input and assistance provided by federal Environment and Climate Change Canada staff and provincial Agricultural Land Commission staff. The ideas and suggestions provided by many members of the public helped in the creation of this management plan—the CRD appreciates your involvement.

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Cover photo of St. John Point Regional Park courtesy of the Mayne Island Conservancy Society.

1 Executive Summary

St. John Point is one of six regional parks in the Southern Gulf Islands. It is a 26-hectare waterfront property located on the southeast tip of Mayne Island that was acquired in December 2017, through a partnership with the Mayne Island Conservancy Society. The park has been held in 'park reserve' status since its acquisition, and given the potential for significant impacts from unmanaged use, a management plan has been developed.

The park has been certified as environmentally sensitive under the federal Ecological Gifts Program of Environment and Climate Change Canada. Recognizing its relatively high ecological integrity, the park is classified by the Capital Regional District (CRD) as a regional conservation area. A small portion of the park, approximately 2 hectares, is designated by the Province of BC as Agricultural Land Reserve (ALR). A Section 219 (*Land Title Act*) conservation covenant, held by the Mayne Island Conservancy Society, covers all of the park land except the ALR. As required by the covenant, the management plan must ensure protection of the natural and cultural values of the park while allowing compatible opportunities for the public to enjoy those values.

The Southern Gulf Islands are part of the traditional territory of several Coast Salish Nations. St. John Point area is noted as a deer drive area in *Saltwater People*, a resource book for the Saanich Native Studies Program. WJOLÉLP (Tsartlip Nation) has reserve lands at Helen Point on Mayne Island at the west end of Active Pass and were contacted, along with the SṠÁUTW (Tsawout), WSIKEM (Tseycum), and BOKEĆEN (Pauquachin) First Nations, to seek their involvement in the management plan development.

A two-phase public engagement process was undertaken. In addition to First Nations, federal, provincial and regional government agencies, key stakeholders and the public were invited to provide initial input before a draft management plan was developed and to provide comments on the draft plan. Meetings were offered to First Nations, other government agencies and key stakeholders. A market booth at the Mayne Island Farmers Market and an open house at the Mayne Island Community Centre were held to provide face-to-face opportunities for discussion with the public. All input received has assisted in the development of this management plan.

The draft vision for St. John Point Regional Park is:

"St. John Point Regional Park is widely recognized as a significant conservation area. People understand the natural and cultural values of the park and support ongoing stewardship efforts. It is a place where local residents and visitors connect with nature, experience the forest and coastal environments,

refresh themselves through the beauty and tranquility of the site, and learn about the area’s natural and cultural history.”

This draft management plan includes a park vision, management goals and management statements, park zoning, as well as management actions to guide ongoing management, development, and use of the park. The final approved management plan will guide the management and operation of the park for at least the next 15 years.

Some of the priority management actions for St. John Point include:

- Continue the existing Partners in Parks agreement with the Mayne Island Conservancy Society for ongoing park restoration.
- Remove infrastructure associated with former landowners that is not needed for park operations or visitors.
- Create a park entrance hub, including a 10-20 car parking lot, toilet building, visitor information kiosk and trailhead.
- Undertake an archaeological assessment of areas where trails and other visitor facilities are proposed.
- Formalize a double-loop hiking trail, including two designated viewpoints with benches. Routing of the trail will focus on safety and protection of key natural and cultural features.
- Formalize two designated beach accesses (at Kadonaga Bay and at the east-facing bay).



South-side, central viewpoint area. Photo credit: Toby Snelgrove

2 Introduction and Context

The Southern Gulf Islands are part of the traditional territory of several Coast Salish Nations, and First Nations peoples have lived on and regularly used the lands and waters in these islands. Today, WJOLÉLP (Tsartlip Nation) has reserve lands on Mayne Island at Helen Point at the west end of Active Pass, known as S,ƷƑAK in the SENĆOƑEN language, and surrounding waters were used for hunting, fishing, gathering food and medicines, and other cultural practices for millennia. St. John Point, known as ƑÁWEN, was an area identifier for the coho salmon that were fished in the area. The Point was also noted in the book *Saltwater People*¹ as a deer drive area. These areas continue to be of importance to the WJOLÉLP (Tsartlip), SƑÁUTW (Tsawout), WSƷKEM (Tseycum), and BOƷÉĆEN (Pauquachin) First Nations.

The CRD manages and operates 34 regional parks/park reserves and 3 regional trails. Regional parks help secure the region's biodiversity and quality of life by establishing, in perpetuity, a system of natural lands. Regional parks protect the region's natural systems, provide ecosystem services (e.g., clean air and water, critical habitat), and offer compatible outdoor recreation and education opportunities. Regional parks are integral to creating a human connection with nature—fostering appreciation and respect—and maintaining a vibrant regional community.

St. John Point Regional Park (hereinafter St. John Point) is one of six regional parks/park reserves in the Southern Gulf Islands (Map 1). These island parks protect a variety of landscapes within the Coastal Douglas-fir zone and provide opportunities for residents and visitors to experience, learn about and appreciate important natural areas. They also help maintain the natural character of the island communities.

St. John Point is 26 hectares (64 acres) and is located on the southeast side of Mayne Island (Map 2). It was acquired in December 2017 through a collaborative process with the Mayne Island Conservancy Society (Mayne Conservancy), the American Friends of Canadian Land Trusts (AFCLT), Environment and Climate Change Canada (Ecological Gifts Program), and the former landowners. Fifty-four percent of the property acquisition cost was contributed by Mayne Conservancy and AFCLT through community fundraising (cash). In addition, the landowners made a donation through the federal Ecological Gifts Program. The Mayne Island Local Trust Committee supported the land acquisition due to its high ecological values and the regional park classification as a regional conservation area is in keeping with the intent of the Islands Trust zoning allowing passive recreation parks in all zones.

¹ Dave Elliot Sr., *Saltwater People* (Saanich: School District 63, 1990)

The Ecological Gifts Program provides income tax incentives for Canadians with ecologically sensitive land to protect nature and leave a legacy for future generations through donations. To be eligible for an ecological gift donation, the lands must be certified as ecologically sensitive based on national criteria. St. John Point has been certified through this program as being ecologically sensitive. Once donated, alterations to or dispositions of the ecological gift lands are only to be made with prior written authorization from the federal minister of the Environment and Climate Change.

The mission of the AFCLT organization is to partner with Canadian conservation organizations and American owners of environmentally and ecologically significant lands in Canada to protect natural lands, clean water, abundant habitat and quality of life for citizens of both countries. Two of the former owners of the St. John Point lands are Americans, hence the assistance from this organization was of great benefit.

The Mayne Conservancy was a key partner in the park acquisition and holds a conservation covenant on St. John Point. The CRD must uphold the covenant requirements. The intent of the covenant is to conserve the natural and cultural values of the land, ensure that uses of the land are consistent with conservation of those values, and prevent any uses that will impair the values. The covenant restricts the types of uses that can occur within the park. In line with the intent of the covenant and through a Partner in Parks agreement with the CRD, the Mayne Conservancy undertakes ongoing natural area restoration work in the park, such as non-native and invasive plant removal.

The park property has relatively high ecological integrity. It is noted for its Coastal Douglas-fir ecosystems and rugged bedrock outcrops (Map 3). More than 50% of the property has mature forest representing several sensitive ecosystems, including arbutus woodlands, coast bluff/cliffs and rocky herbaceous outcrops. Two red-listed ecological communities, Douglas-fir/dull Oregon-grape and Douglas-fir/Alaska oniongrass, and relatively intact examples of three additional red-listed ecosystems: Douglas-fir/salal, Douglas-fir/arbutus, grand fir/dull Oregon-grape, and grand fir/three-leaved foamflower occur in the park. Along the shoreline, the park provides access to two beaches. Additional information about the park's natural environment is provided in Appendix 1.

In 1974, approximately 2 hectares of the property was designated by the Province of BC as Agricultural Land Reserve (ALR), through the Agricultural Land Commission (Commission). The ALR section of the park runs in a rectangular swath between Kadonaga Bay and Horton Bay Road (Map 4). The purpose of the Commission is to preserve the agricultural land reserve, encourage farming of the agricultural land reserve, and encourage local government, First Nations, and government to accommodate farm uses of lands within the ALR through their plans, bylaws and policies.

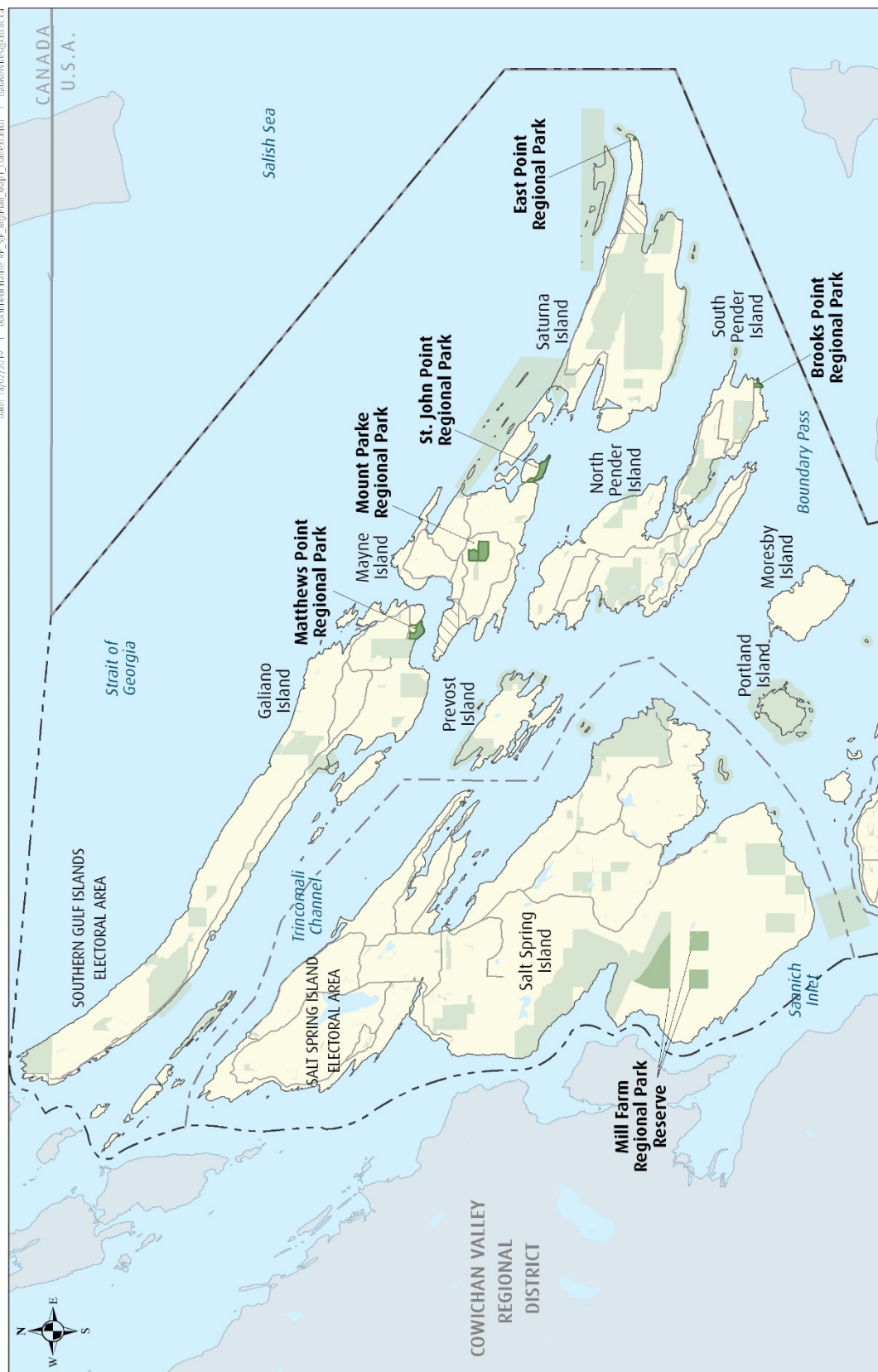
The contemporary history of the site begins in 1890 when a Crown Grant was given to James Campbell. In 1903, Goan Kadonaga, a Japanese settler, purchased Section 1 (167 acres/67.58 ha), which included the current park property. In 1921, Section 1 was subdivided into two lots; the north and larger part was given to the eldest son in the Kadonaga family and the southern portion was given to a nephew in the Sasaki family. The properties were farmed by the families until 1942, when, during the Second World War, the two properties were forfeited to the federal Secretary of State. A small area on the west side of the park is a remnant of a former agricultural area that contained orchard trees and meadows. Between 1955 and 2017, the property was owned by members of the Eddy family and was used as a recreational/vacation property. The Eddy family built a residence and several outbuildings and did some logging on the property. As noted above, in 1974 a portion of the property was designated as ALR.

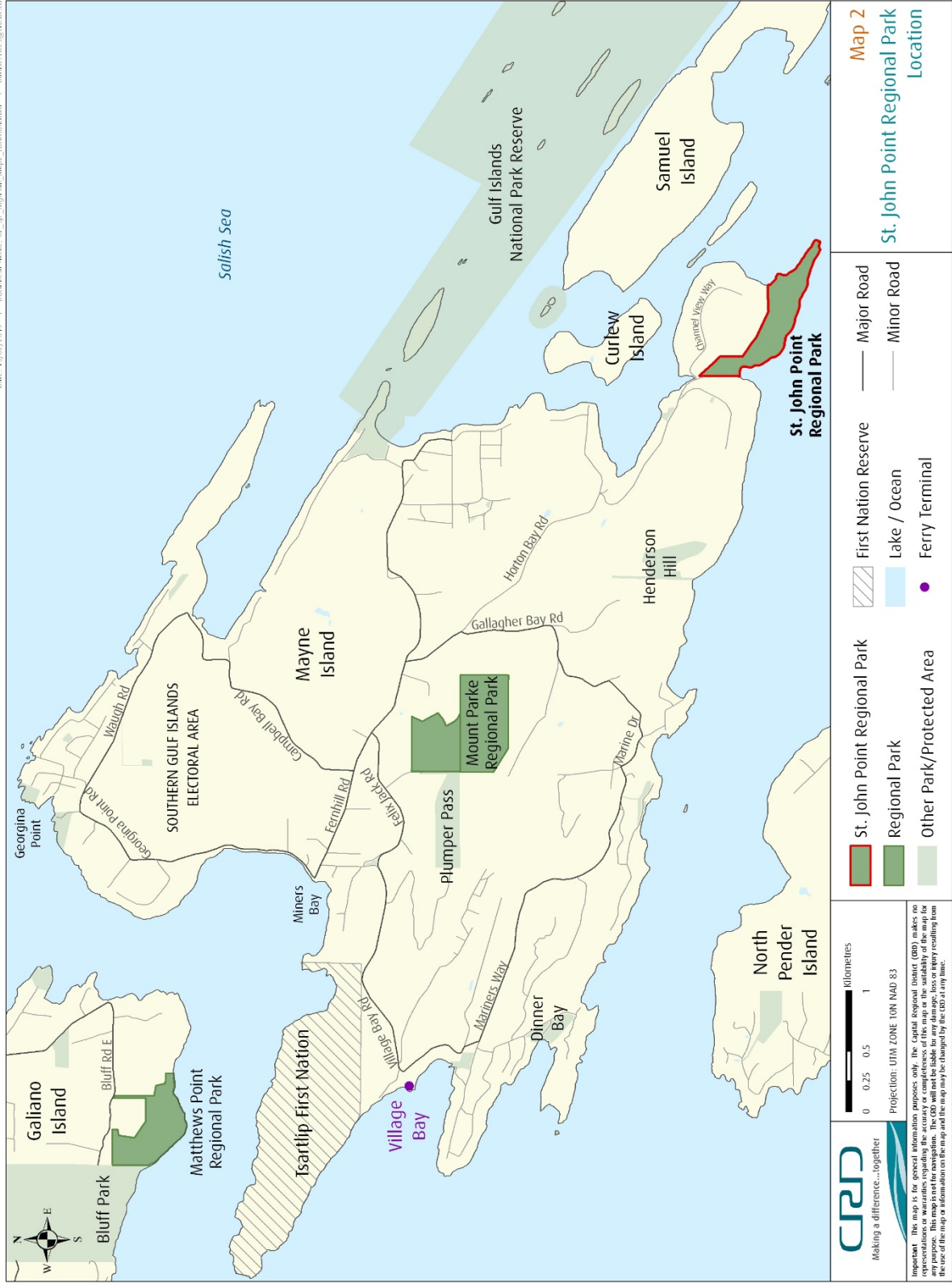
Over the years, Mayne Island community members recognized the significance of the property and began the effort to have the property protected. That community effort was ramped up in 2017 when a collaborative effort was initiated among the CRD, Mayne Conservancy, Ecological Gifts Program, AFCLT, and the landowners to facilitate the purchase and sale of the property. A community-led financial pledge program was undertaken and members of the Sasaki family contributed believing that protection of the property is important for both its natural values and to preserve its history as a touchstone for future generations. The lands were transferred to the CRD for regional park purposes in December 2017. At the same time, a conservation covenant, held by the Mayne Conservancy, was registered on the park lands, with the exception of the ALR portion, to ensure the longer term conservation of ecological values.

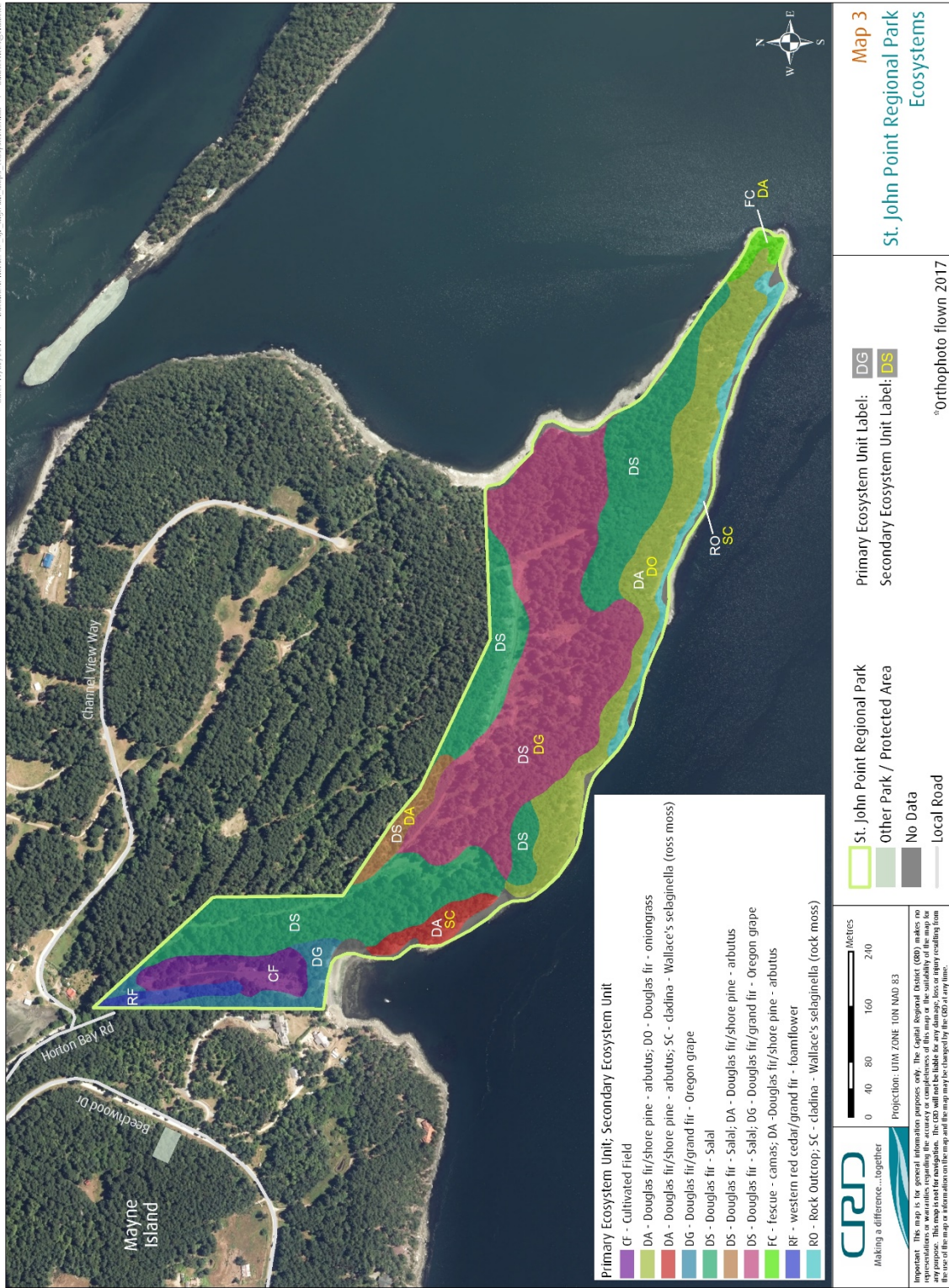
This park management plan provides management direction for at least 15 years. The management plan provides specific direction for St. John Point, such as a park vision, goals, management statements, and actions based on the features and values of the park and input from the public. A summary of the engagement process for this management plan is provided in Appendix 2.



East-facing beach

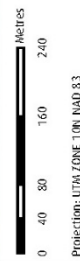








- St. John Point Regional Park
- Other Park / Protected Area
- Agricultural Land Reserve
- Local Road



Projection: UTM ZONE 18N NAD 83



Important: This map is for general information purposes only. The Capital Regional District (CRD) makes no representation or warranty regarding the accuracy or completeness of this map or the suitability of the map for any purpose. The map is provided as a reference only and should not be used for any legal or financial decision. The map is subject to change without notice and the map may be changed by the CRD at any time.

Map 4 St. John Point Regional Park Agricultural Land Reserve

*Orthophoto flown 2017

3 Strategic Direction

3.1 Park Classification

The regional park classification system provides a method of distinguishing the different roles that individual parks play in achieving the overall purpose of regional parks. Each regional park is classified based on its management focus. Four regional park classifications exist: wilderness area; conservation area; natural area; and recreation area. Although protection and recreation occur in all regional parks, these classifications indicate the primary purpose of the park.

Based on the ecological values at St. John Point, and in line with the federal recognition of St. John Point as an ecologically sensitive area (through the Ecological Gift Program), this park is classified as a regional conservation area. The conservation area classification is used to protect regionally significant natural areas that contain sensitive and threatened ecosystems. Outdoor activities will be permitted in a regional conservation area provided they have minimal impact on the natural environment. In most cases, the main activity will be hiking and generally only basic facilities will be provided, such as parking, toilets, trails, and signage.

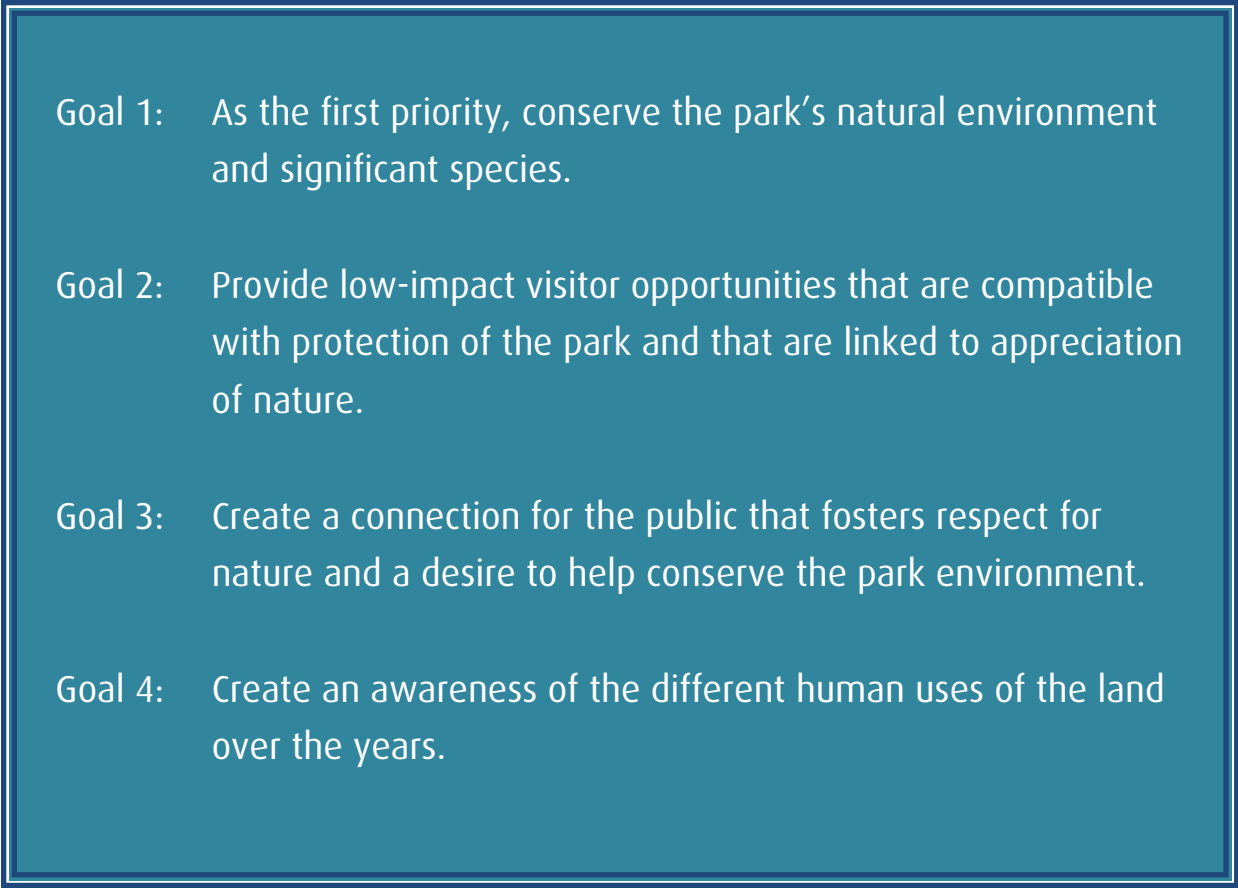
3.2 Vision for St. John Point Regional Park

The vision for a park must be compatible with the park's classification. The purpose of the vision is to express the desired end state; where CRD wants to be in 15-20 years. The draft vision for St. John Point is:

"St. John Point is recognized as a significant conservation area. People understand the natural and cultural values of the park and support ongoing stewardship efforts. It is a place where local residents and visitors connect with nature, experience the forest and coastal environments, refresh themselves through the beauty and tranquility of the site, and learn about the area's natural and cultural history."

3.3 Management Goals

Flowing from the vision, goals set the desired outcomes one wants to achieve. The goals will lead toward the long-term vision. The goals for St. John Point are:

- 
- Goal 1: As the first priority, conserve the park's natural environment and significant species.
 - Goal 2: Provide low-impact visitor opportunities that are compatible with protection of the park and that are linked to appreciation of nature.
 - Goal 3: Create a connection for the public that fosters respect for nature and a desire to help conserve the park environment.
 - Goal 4: Create an awareness of the different human uses of the land over the years.

3.4 Management Statements

Along with the park classification, vision and goals, the following statements provide more detailed direction for park management and decision-making. They guide the development of actions for the park, as well provide direction for decision-making on items that may arise in the future that are not specifically addressed within this management plan.

Environmental Conservation

- Conservation of the natural environment will be given first priority in decision-making.
- A park restoration program is important to continue through a Partners in Parks agreement with the Mayne Island Conservancy Society or another appropriate group or agency. Considerations need

to be given to the long-term effects of climate change on the park and how natural environments can adapt.

- The CRD will ensure that visitor facilities are located and developed in ways that respect the conservation needs of key ecosystems and species. Before new development is undertaken the CRD will check for significant species. Barriers may be used to manage visitor use and protect significant areas that are susceptible to disturbance.
- To protect the ecological integrity, dogs must be on-leash in the park and no cycling or equestrian activities will be permitted in the park.
- The CRD may participate in provincially-endorsed wildlife management programs related to non-native wildlife species affecting the park ecosystems (e.g., Fallow deer). When completed, the CRD will consider how the Mayne Island Fallow Deer Management Strategy impacts or is applied within regional parks on the island.
- In line with the CRD's Climate Action Plan, management of the park environment will contribute to long-term climate change goals and the protection of important ecosystem services, such as carbon sequestration.
- The Mayne Island Conservancy Society should monitor the conservation covenant annually and report to the CRD on the observations and state of the covenant, including photo documentation.

Agricultural Land Reserve

- Minimize disturbance to the Agricultural Land Reserve lands by ensuring any developments in the area impact less than 10% of the area.
- To preserve the ALR and minimize potential impact of public access between the park entrance and Kadonaga Bay, maintain a mowed walking area.
- Seek Commission approval for non-farm uses and locate those uses in the previously disturbed area where the former landowner's residential buildings and outbuildings were located.

Cultural Heritage

- The CRD will acknowledge and highlight the past and present human relationships with the land as a way to promote public respect for the various human connections with the park lands.
- If sensitive cultural heritage exists on site, measures will be taken to protect them from negative impacts from park infrastructure or visitor use.
- In recognition of past and present use by Coast Salish Nations in this area, the CRD will work collaboratively with First Nations to understand First Nations values in this area and to collect

additional cultural heritage information, and will work to consider and incorporate First Nations interests in cultural heritage management initiatives within the park.

- Consideration will be given to how best to recognize the history of Japanese settlers that owned and worked the lands and the effect of the Second World War on them.

Visitor Opportunities

- Park facilities will be kept to a minimum.
- The CRD will focus visitor opportunities on appreciation and enjoyment of the natural values of the park, particularly the values of the Coastal Douglas-fir forest and the forest-shoreline interface.
- Low-impact, day-use activities, such as walking, scenery viewing, and picnicking will be the mainstay of the park offer. Minimal ancillary facilities and services, such as parking, signage, a toilet, and a small number of benches or tables will be provided to support the visitor experience.
- To maintain a positive visitor experience, protect neighboring private lands, as well as protect the ecological integrity of the park, dogs must be on-leash while in the park.
- Before providing any new activity, the CRD will assess its compatibility with this management plan and the protection of natural values, including consideration of potential impacts.
- Prior to any development being initiated on site, the CRD will check with Ecological Gifts Program staff regarding requirements for authorization from the Minister of Environment and Climate Change or his/her delegate.
- Educational information about the park's natural and cultural values may be provided in a variety of ways, including the CRD website, park signage, or interpretive programs by non-profit groups through a CRD permit.



Seaside juniper shrubs on St. John Point

3.5 Park Zoning

Within the park, specific management zones may be used to address use, development, and management more specifically, based on ecological sensitivities. The regional park zoning system provides six different zones that can be used as appropriate within each park. In St. John Point, three zones apply, as follows:

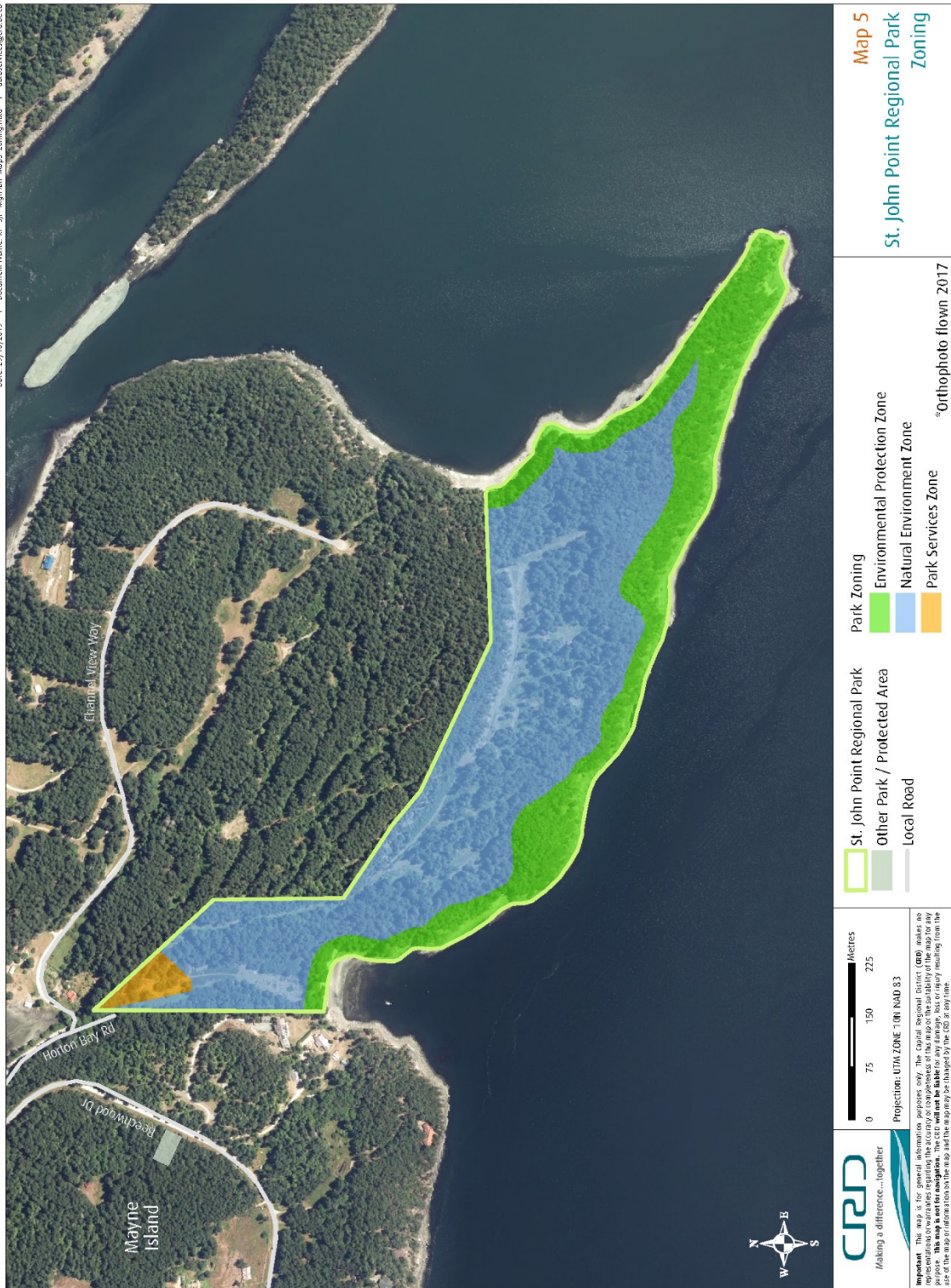
Environmental Protection Zone provides the highest level of protection. Its objective is to protect ecologically significant areas through long-term science-based land stewardship. Typically, this zone is applied to areas with rare or endangered species and ecosystems that require the highest degree of protection or monitoring. Low impact nature trails may be considered, but if needed, visitor use may be restricted. In St. John Point Regional Park, this zone is largely along the sensitive shoreline areas and includes mossy rock outcrops, dry Douglas-fir/arbutus woodlands and fescue camas meadows, as illustrated on Map 5.

Natural Environment Zone is used for easily accessible natural areas where outdoor activities can take place in conjunction with protection of natural features. Hiking, viewpoints, picnic areas, and open fields may be typical in this zone. The central core, or spine, of the park falls within this zone, including the cultivated fields within the agricultural land reserve and a mix of Douglas-fir, grand fir and western red cedar forest with salal and Oregon-grape dominating the understory, as illustrated on Map 5.

Park Services Zone is used for key areas where support services will be focused. Generally, this zone covers areas where natural values are less significant and landscape modification for park service needs will be minimally impactful. Parking, visitor orientation, toilets, storage and operations buildings are permitted within this zone. This zone covers the entrance, parking and staging area of the park in the vicinity of the former homestead area, as illustrated on Map 5.



View in St. John Point Regional Park



4 Development Concept

The overall development concept for St. John Point is to keep the park largely in a natural state, with minimal and consolidated visitor facilities and services. A low-impact, double-loop trail will provide the primary means for the public to experience the park and together with the Kadonaga Bay beach access, will offer short, medium and longer walking opportunities. Park trails will be routed in ways that protect sensitive natural and cultural values. Two beach access points will be maintained (Kadonaga Bay and the east-facing beach by the north-easterly boundary) and two viewpoints with benches will provide opportunities for the public to sit and enjoy the coastal environment. To limit potential impacts, vehicle and bike parking and other visitor services, such as a park sign, toilet and trailhead information kiosk, will be consolidated by the park entrance and where the former landowner's cabin and other outbuildings existed. Further, vegetation, fencing or rock barriers and/or signage may be used in key areas to clarify designated trail routes and limit use in inappropriate areas. The CRD will provide awareness and education messaging through signage.

The CRD will approach First Nations, particularly the Tsartlip First Nation, regarding the possible use of ƧÁWEN Trail as the name for the perimeter trail and will approach the Sasaki family regarding the possible use of Sasaki Trail for the beach access trail to Kadonaga Bay.

Park restoration is envisioned to be an ongoing program through the Partners in Parks agreement with the Mayne Island Conservancy Society and the CRD. Key areas within the park will be restored by removing introduced, invasive plants and planting native species. Additional restoration projects may be considered in the future through the agreement (e.g., wetland or meadow restoration). The Mayne Island Conservancy Society may identify specific prescriptions for invasive plant species of concern and use an early detection rapid response approach for management of invasive plants in the park. Opportunities for public involvement in park stewardship may be provided through this restoration work or existing CRD programs.

5 Management Actions & Implementation

The St. John Point Management Plan comes into effect upon its approval by the CRD Board and continues to apply until a new or updated plan is approved by the Board.

5.1 Proposed Actions & Anticipated Timeframe

The table below identifies and prioritizes the proposed management actions. Implementation of the proposed management actions will be undertaken subject to availability of staff and financial

resources. Generally, it is anticipated that short-term actions will be addressed in the first five years after approval of the management plan (2020-2025). Actions that are spatially-based are illustrated on Map 6.

Proposed Action	Desired Outcome	Anticipated Timeframe
1. Continue the existing Partners in Parks agreement with the Mayne Island Conservancy Society for ongoing park restoration.	Conserve the park's natural environment and significant species.	Ongoing
2. Provide input to the development of a Mayne Island Fallow Deer Management Strategy, as it relates to the regional park.	Consider implications and application to regional parks.	Short term
3. Remove infrastructure associated with former landowners that is not needed for park operations or visitor needs.	Make space for needed park services.	Short term
<p>4. Seek Agriculture Land Commission and Environment and Climate Change Canada approval to create a park entrance hub in the vicinity of the former landowner's cabin and outbuildings.</p> <p>Notes:</p> <p>The hub will include a park sign at entrance, 20 vehicle parking area, bicycle rack, a single (pump-out) toilet building, a visitor information kiosk, a trailhead and small existing storage building, if required.</p> <p>The information kiosk should include information about the First Nations history in the islands, Japanese history of the site, the park acquisition partnerships, and the park's natural values.</p>	Park services are located in an already-disturbed area of the park.	Short term

Proposed Action	Desired Outcome	Anticipated Timeframe
Agricultural Land Commission approval of non-farm development in the ALR is required in advance of development.		
5. Undertake an archaeological assessment of areas of the park where trails and facilities are proposed.	Park infrastructure is not impacting significant cultural heritage features.	Short term
<p>6. Formalize a double-loop hiking trail around the park.</p> <p>Notes:</p> <p>Two designated viewpoints with benches will be developed along the south portion of the trail, one just south of St. John Point/steep-sided bay and one centrally located on the south side trail where the existing informal viewpoint is.</p> <p>The north side trail leg, along a former logging road between the parking area and the east-facing beach, will be a double-track (wider) section allowing for two people to walk side-by-side. The remainder of the trail system will be single-track width (single file). The trail creating the short loop will begin at the central viewpoint on the south side and cross through the forest to the north side trail leg.</p> <p>In formalizing the trail route, particular focus will be given to ensuring it is located for safety and to protect environmental and cultural values. Barriers will be used as needed to manage visitor use in key areas.</p>	Low-impact visitor opportunities that are compatible with park values are available.	Short term
<p>7. Formalize two designated beach accesses (at Kadonaga Bay and at the east-facing bay).</p> <p>Notes: In formalizing the Kadonaga Bay beach access, consideration will be given to if kayak launching can be</p>	Low-impact visitor opportunities that are compatible with the park values are available.	Short term

Proposed Action	Desired Outcome	Anticipated Timeframe
accommodated (e.g., ramp, no railing).		
8. Approach First Nations regarding using ȚÁWEN Trail as the name of the perimeter trail and approach the Sasaki family regarding using Sasaki Trail as the name for the beach access trail to Kadonaga Bay.	Recognize the First Nations and Japanese connections to this land.	Short term
9. Sign the park trails.	Ease of wayfinding within the park.	Short term
10. Request that the Mayne Island Local Trust Committee update the zoning of the property, to park, when it undertakes a comprehensive or administrative zoning bylaw update.	To recognize the regional park land with park zoning.	Short term
11. Consider and promote volunteer opportunities in the park.	A connection is fostered between the public and the park through volunteerism.	As available

5.2 Implementation Monitoring

The CRD will plan for and monitor implementation of management actions through annual work planning and five-year service planning processes. If unexpected circumstances, significant issues, or critical new information arise that warrant substantive changes to the management direction, a plan amendment may be considered. Public consultation will be held for substantive amendments and all amendments must be approved by the CRD Board.

Prior to initiating a full management plan update, an evaluation of the current plan will be undertaken that will consider:

- if the strategic direction adequately addressed major issues and management considerations that have occurred.
- if the strategic direction is still relevant.
- to what extent the management actions were implemented and if any outstanding actions are still relevant.
- what changes or additions might be needed to provide appropriate direction for the future.



Appendix 1: Background Information

History of the Park

First Nations

The Southern Gulf Islands are within the traditional territories of several Coast Salish First Nations. The W̱SÁNEĆ people (Saanich), part of the Coast Salish Nation, are also known as saltwater people. Dave Elliott Sr., of the Tsartlip Nation, said in his book *Saltwater People*, that the sea was very important to their way of life. Because there were no rivers in the Tsartlip traditional territory they went to the sea to get salmon. Sandy beaches provided clams and crabs; rocky beaches offered mussels, sea urchins and seaweed. Waterfowl could be found on mud flats and marshy beaches. On the islands, high rocky shores were the best places for camas to grow. Their bulbs were dug for food during the summers. The abundant forests provided many food plants like berries, fern roots, and nettle leaves and medicines were made from plants like Oregon-grape, Indian Consumption plant and yarrow. W̱SÁNEĆ peoples hunted elk, deer and some smaller mammals for the meat and fur hides. His book goes on to say that during April and May men would hunt deer and elk.

Mayne Island, is known as S,ƷƑAK in the SENĆOŦEN language, which means “pass” or “narrows”. St. John Point, known as ƑÁWEN, was an area identified for the coho salmon that were fished in the area and was likely a location for processing fish, sun-dried or smoked, at easily accessible bays. The point was also noted, in the book *Saltwater People*, as a deer drive area. The WJOLƎLP (Tsartlip Nation) has reserve lands on Helen Point at the west end of Active Pass on Mayne Island. They and other W̱SÁNEĆ Nations continue to use the marine and terrestrial resources in the Gulf Islands and continue to have ties to both Mayne Island and the park.

Contemporary History

Based on research conducted by the Mayne Island Conservancy Society, the history of the park lands is as follows. An initial Crown Grant was provided to James Campbell in 1890. In 1903, Goan Kadonaga purchased Section 1 (which includes the park property) for a farming operation. In 1921, Section 1 was subdivided into Lots A and B by the Kadonaga family. Lot A (103 acres/42 ha) was transferred to the eldest son of the Kadonaga family and Lot B (64 acres/26 ha), the park property, went to a nephew in the Sasaki family. Farming was the main uses of the properties at that time and some remnant orchard trees (apple, pear and cherry) remain on the land today. Selective forest harvesting was carried out for buildings and firewood. In 1942, the properties were forfeited to the federal Secretary of State during the Second World War when Japanese residents were forcibly relocated away from the coast. In the 1950s, the property was acquired by the Eddy family as a recreational property. The family built

a modest cabin and several outbuildings for dining and sleeping. Several water wells were also established on site. In 1974, a small portion of the site (approximately 2 ha) was registered as part of the provincial Agricultural Land Reserve. In the late 1980s, the subsurface rights were forfeited to the Crown. In the early 2000s, some small scale, selective forest harvesting was undertaken by the Eddy family. The main logging road constructed for this purpose remains today as an access road and informal trail along the north side of the property. St. John Point was acquired for regional park purposes in December 2017 through a collaborative process with the Mayne Island Conservancy, the American Friends of Canadian Land Trusts, Ecological Gifts Program, and the former landowners. Through community fundraising, the Mayne Island Conservancy and American Friends of Canadian Land Trusts contributed 54% of the purchase costs. In addition, the Ecological Gifts Program was used by the landowners to donate part of the property value to assist in protecting this significant natural area.

Ecological Information

St. John Point Regional Park lies within the Coastal Douglas-fir biogeoclimatic zone, which is characterized by Douglas-fir forests. Ecosystems have been described by B.A. Blackwell and Associates in 2004 and by the Mayne Island Conservancy in 2016 and 2017. From this work, 14 different sub-communities were identified, within five main plant associations. According to the BC Conservation Data Centre (2016) all four of the forested ecological communities are red-listed (i.e., they are endangered or threatened and are considered to be at risk of being lost provincially).

Douglas-fir - salal (DS)

This is the most abundant ecological community at St. John Point Regional Park. Generally, the canopy is dominated by Douglas-fir with varying components of western red cedar and arbutus. In some areas the forest is young, second growth (50-80 years) while in other areas a mature forest exists with most trees being 100 years old. Common shrub species include salal, dull Oregon-grape, hairy honeysuckle, sword fern and oceanspray.

Douglas-fir/shore pine - arbutus (DA)

This community is present on very dry bedrock ridges with thin soil. The canopy is composed of varying amounts of arbutus and Douglas-fir with some Garry oak present. In some dry ridgetop areas, arbutus makes up nearly 100% of the canopy. Sparse patches of salal, hairy honeysuckle and dull Oregon-grape are scattered throughout, though heavily browsed by deer. The herbaceous layer is variable with Alaska oniongrass common, as well as miner's lettuce, Pacific sanicle, cleavers, and hairy bittercress, rattlesnake plantain, and small-flowered nemophila. Along the northeast edge, seablush, broad-leaved stonecrop, nodding onion, hooker's onion, western trumpet honeysuckle, mountain sweet cicely,

purple peavine and fawn lily can be found. In some areas, trees are approximately 70 years old while in other areas many trees are more than 250 years old with no sign of logging.

Douglas-fir/grand fir - dull Oregon-grape (DG)

This community is found in a relatively pristine section toward the eastern end of the park. The canopy is co-dominant with grand fir and western red cedar with a trace of red alder. Sword fern is most common in the shrub layer.

Red cedar/grand fir - three leaved foamflower (RF)

This community is present in small patches within second growth forests on moist swales with deep soil. Grand fir, western red cedar, and Douglas-fir make up the canopy, while the understory is made up of sword fern, stinging nettle and vanilla leaf. Old growth elements are evident although previous logging activities can be seen in old cut stumps. English holly is present in minor amounts. A single wet area in the northeast corner of the park is dominated by slender rush and common rush with a partial canopy of Douglas-fir, western red cedar, and English hawthorn present. The water regime in this wet area has been heavily modified by nearby road and residential construction.

Fescue - camas (FC)

This non-forested community is found at the eastern tip of the property. This site is flat to steeply sloping with thin soils over bedrock with open grown Douglas-fir and Garry oak woodland. Seaside juniper (approximately 40 individuals) is scattered throughout. The site contains some of the largest juniper in the Southern Gulf Islands. Native wildflowers are present (great camas, hooker's onion, seablush, fawn lily, chocolate lily, broad-leaved stonecrop, nodding onion, Pacific sanicle, miner's lettuce, and small-leaved montia) but the area is dominated by exotic grasses such as sweet-vernal grass, hedgehog dog-tail, and soft brome.

Surveys by the Mayne Island Conservancy Society at St. John Point resulted in identification of 140 vascular plants, including 93 native species and 47 exotic species. This includes 6 ferns and allies, 104 herbaceous species (grasses and forbs), 21 shrubs, and 9 trees. Eighty bryophyte species, including 74 mosses and 6 liverworts (hepatics) were observed on the property. Only one species of bryophyte is native. The BC Conservation Data Centre has identified Texas toadflax, found in two locations, as red-listed (endangered) and seaside juniper as blue-listed (of conservation concern).

Fifty-six animal species have been observed in the park, including 47 bird species, 6 mammal and 4 invertebrate species. Three of these species (fallow deer and black and brown slugs) are exotic/introduced. Hyper-abundant deer populations, both native and exotic, are causing browse problems inside and outside of the park.

Appendix 2: Summary of the Engagement Process

The initial engagement process for the St. John Point Regional Park management planning process took place in October-November 2018 and the CRD sought input from First Nations, other government agencies, key stakeholders and the public before the drafting of the management plan was initiated. An additional round of engagement was undertaken in May-June 2019 to seek input and comments on the draft management plan. When the draft management plan was released, a project booth was staffed at the Mayne Island Saturday market and an open house was held at the Mayne Island Community Centre and a survey questionnaire was available online to assist the public in providing comments. All comments received were considered in development this plan. More specifically, the following aspects were included in the overall engagement process.

First Nations

- Letters sent to the Tsartlip, Tsawout, Tseycum, and Pauquachin First Nations introducing the project and seeking their interest in participating in the project. CRD staff followed up with each Nation and meetings were scheduled with the Tsawout First Nation but were later cancelled by the Nation due to other commitments. No suitable alternate date could be found to hold the meeting. A second round of letters were sent, with copies of the draft management plan, and offers were made to meet to discuss the plan and hear their input. Follow-up was undertaken in person or by phone or email but no input was received through the engagement process.

Other Government Agencies

- Given that the park land has been certified as environmentally sensitive “ecogift” under the federal Ecological Gifts Program, a letter was sent to Environment and Climate Change Canada inviting participation in the planning process. A phone conversation and a meeting were held with key staff to discuss the Ecological Gift Program requirements and key sections of the draft management plan. Comments were received in both rounds of engagement.
- Given the Agricultural Land Reserve designation on a portion of the park land, discussions were held with key staff of the Agricultural Land Commission prior to the draft plan and a letter and the draft plan was provided for comment in the second round of engagement. Comments were provided in both rounds of engagement.
- An email was sent to Islands Trust staff outlining the project and anticipated planning process and inviting input from the Mayne Island Local Trust Committee. Comments were received in both rounds of engagement.

Key Stakeholders

- Letters were sent to park neighbours along Channel View Way and a portion of Beachwood Drive in both rounds of engagement. Several neighbours attended the open house held on Mayne Island and comments were received on the draft management plan from some neighbours.
- Staff met with representatives of the Mayne Island Conservancy Society in the first round of engagement to discuss the park and receive comments and members of the Conservancy also provided comments on the draft management plan.
- Staff met with representatives of the Mayne Island Parks and Recreation Commission in the first round of engagement. They noted their interests relate more to Mt. Parke Regional Park than St. John Point, although they did provide a few comments relating to St. John Point. No comments were received on the draft management plan.

Public

- Information about the park and the planning process was posted on the CRD website throughout the planning process. An initial input form, seeking information about the park and peoples' interests for its management was online in October and November 2018. Input received assisted in the development of the draft management plan.
- An ad was placed in the *Mayneliner* to notify island residents of the project, the online input forms, and how to get a copy of the draft management plan.
- Posters were put up around the community notifying residents about the project and how they could provide input.
- A sign was installed in the park notifying park users on various stages of the project.
- Social media notices were posted throughout the project.



View over east-facing beach

**REPORT TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, NOVEMBER 27, 2019**

SUBJECT **Mill Farm Regional Park Reserve – Approval of Interim Management Guidelines**

ISSUE SUMMARY

The Regional Parks Division seeks approval of the Interim Management Guidelines for Mill Farm Regional Park Reserve (Mill Farm) on Salt Spring Island.

BACKGROUND

This regional park reserve on Salt Spring Island was acquired in three stages between 1996 and 2004; however, a management plan has not been developed, and due to other management planning priorities, a full comprehensive plan for this area is not envisioned to be initiated before 2025. However, since basic infrastructure development is needed now to manage for public access and safety, and there are environmental values that require protection measures, a set of interim management guidelines (Appendix A) has been prepared for Mill Farm that is intended for use over the next five-year period as interim direction.

Completing interim management guidelines is an alternative way to identify issues within a park and provide short-term goals and management direction for the protection, development and use of an area. They can be developed for newly-acquired areas at the time of land acquisition or when the lands are expected to be, or have been, in park reserve status for an extended period of time (such as Mill Farm).

Since interim management guidelines (IMGs) do not undergo the level of public consultation or First Nations engagement typically associated with a management planning process, they can be developed relatively quickly by staff. IMGs support decision-making in an interim period but do not propose major developments or projects. As past examples of this approach, Ayum Creek Regional Park had IMGs developed in 2002 and Sooke Potholes in 2005, until they were replaced with more comprehensive management plans in 2010.

ALTERNATIVES

Alternative 1

The Parks & Environment Committee recommends to the Capital Regional District Board:
That the Interim Management Guidelines for Mill Farm Regional Park Reserve be approved.

Alternative 2

The Parks & Environment Committee refer the Interim Management Guidelines for Mill Farm Regional Park Reserve back to staff with direction.

IMPLICATIONS

Social Implications

Staff conducted focused engagement with key stakeholder groups in August and received input and comments that were incorporated into the IMGs. The IMGs provide an interim development concept by outlining a limited level of facility development, such as providing a small parking area within the park, which will reduce the potential for roadside parking on the narrow public access road. In addition, the IMGs propose formalizing several trails, including a primary trail linking to adjacent Burgoyne Bay Provincial Park and a side trail to a primary viewpoint overlooking the ocean, to provide a defined but limited interim trail system. These enhancements will have a positive social benefit since no recreational facilities have been formally developed or maintained in Mill Farm, as of yet.

Environmental & Climate Implications

These guidelines are intended to ensure environmental values are identified and not negatively impacted through interim development or public use. The IMGs also outline ecological and archaeological information that should be gathered in advance of the development of a future park management plan.

Financial Implications

For plan implementation, existing staff will undertake ongoing operations and maintenance needs and any facility development will be dependent on available financial and staff resources, as addressed through Regional Parks' core and capital budgets. Short- and medium-term actions in the IMGs will be considered alongside other regional parks projects but are tentatively scheduled for the period of 2020-2022 and primarily involve minor facility and trail development and establishment of parking infrastructure. A capital expenditure of \$20,000 is currently budgeted.

Intergovernmental Implications

The interim development proposed is consistent with the land covenant held by the Province of BC on the southwest parcel of the Mill Farm property. In addition, the proposed trail link to the adjacent Burgoyne Bay Provincial Park and the proposed trail use (hiking, cycling and equestrian) are consistent with the provincial park's management plan.

ALIGNMENT WITH EXISTING PLANS & STRATEGIES

By "completing or updating park and trail management plans for priority parks and trails", these plans are aligned with this action, as identified as Strategic Priority 1 in the Regional Parks 2012-2021 Strategic Plan: Strengthen the Management of Existing Parks & Trails.

CONCLUSION

Completing management plans for priority parks are key actions consistent with the Regional Park 2012-2021 Strategic Plan. In 2019, Interim Management Guidelines were prepared by staff for Mill Farm, which included key stakeholder input. The IMG is intended to provide temporary guidance and direction for Regional Parks to manage visitor use in this area over the next five-year period. The Mill Farm Interim Management Guidelines are now proposed for decision.

RECOMMENDATION

The Parks & Environment Committee recommends to the Capital Regional District Board:
That the Interim Management Guidelines for Mill Farm Regional Park Reserve be approved.

Submitted by:	Jeff Leahy, RPF, Senior Manager, Regional Parks
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

ATTACHMENT

Appendix A: Mill Farm Regional Park Reserve Interim Management Guidelines

Mill Farm Regional Park Reserve Interim Management Guidelines

November 27, 2019



Capital Regional District | Regional Parks
490 Atkins Avenue, Victoria BC V9B 2Z8
T: 250.478.3344 | www.crd.bc.ca/parks

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1 Context

Purpose

These Interim Management Guidelines (IMGs) provide management direction for the protection, development and use of the park reserve until a park management plan is approved. They also provide guidance on research, development, and other actions needed or anticipated in the next five years.

Mill Farm Land Acquisition

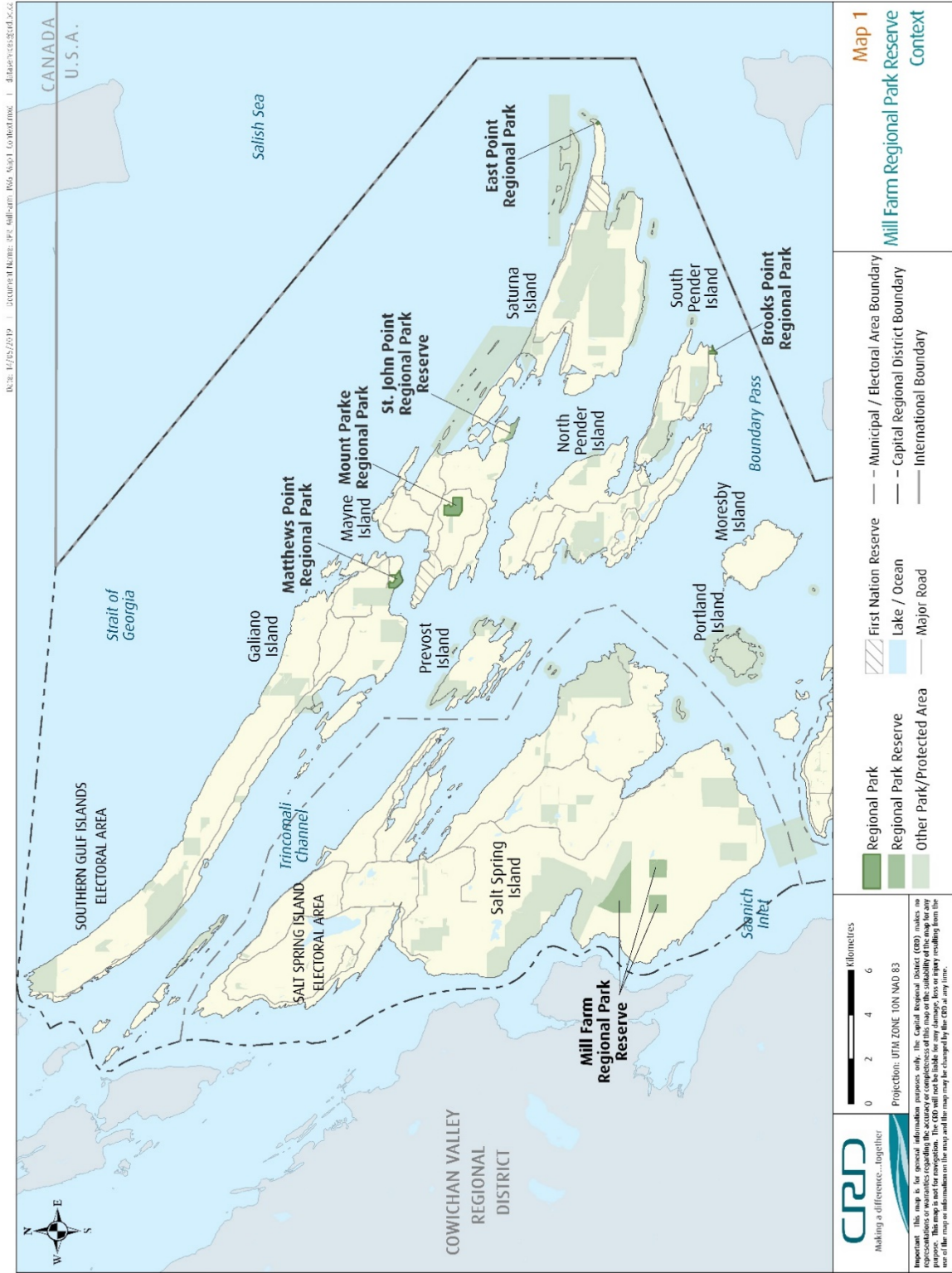
Mill Farm Regional Park Reserve is 315 hectares in size and one of six regional parks/park reserves in the Gulf Islands (Map 1). The initial parcel was acquired in 1996 (southwest block), with additions in 1999 (triangular Mount Sullivan parcel), 2001 (northeast slopes of Mount Sullivan/Mount Bruce, later transferred to the Province for provincial park purposes), and 2004 (southeast block, acquired through the land transfer with the Province). The Province of BC holds a covenant over the southwest block, requiring that it be used, managed and maintained for park purposes.

The establishment of Mill Farm Regional Park Reserve was part of a larger conservation vision developed by the Salt Spring Island Conservation Partnership in the late 1990s and early 2000s. The Conservation Partnership was a consortium of all levels of government and several conservation organizations working together to establish parks and protected areas. At that time, the vision for Salt Spring Island included a regional park stretching north from Musgrave Landing to Burgoyne Bay and east-west connecting Hope Hill, Mount Bruce and Mount Sullivan and a provincial park linking Burgoyne Bay with Mount Maxwell Provincial Park, Mount Maxwell Ecological Reserve and other protected lands to the north of Burgoyne Bay.

Park Values

First Nations peoples have used Burgoyne Bay, Fulford Harbour, the Burgoyne Valley, and associated uplands for thousands of years to access fish, wildlife and plants. These areas may also have included a village site or ceremonial sites. Areas of high potential for archaeological features exist within all three parcels that make up the regional park reserve.

The southwest block of the park reserve is in the Coastal Douglas fir biogeoclimatic zone. The other two blocks are within the Coastal Western Hemlock biogeoclimatic zone. Currently, the park reserve includes a mix of young, mature and old Douglas fir and cedar forests, fir-arbutus woodlands, wetlands,



and rocky outcrops with sensitive soils and vegetation. The park reserve provides climate change resilience by providing ecological services (e.g., clean water, carbon storage and sequestration) and a range of habitat gradients (elevations) for of flora and fauna. Limited species surveys have been undertaken on the park lands but the southwest section of Salt Spring Island is known for its ecological values, including many species of significance under the *Species at Risk Act*.

The regional park is part of a larger protected area network and links to other protected areas—Burgoyne Bay Provincial Park to the north, Alvin Indridson Nature Reserve (Salt Spring Island Conservancy) to the south, and Crown land between the three parcels of Mill Farm Regional Park.

A network of former logging roads and informal trails exist in the regional park reserve. Some of them provide recreational value and are used informally by hikers, cyclists and equestrians. Because of the elevations in the park, scenic vistas over Samsun Narrows exist in some areas.

2 Park Classification & Role

The Regional Parks Strategic Plan 2012-2021 classifies Mill Farm Regional Park Reserve as a regional natural area. The natural area classification protects key greenspaces that are important to the natural character of the region.

The role of regional natural areas is to protect the natural environment and provide opportunities for a range of appropriate outdoor experiences and activities. Any sensitive or threatened ecosystems within a regional natural area are to be identified and conservation is to be the priority in those areas.

3 Issue Identification

Existing issues include:

- access and unmanaged use, including various access points, unauthorized motorized use, informal trails, opportunistic cutting/removal of downed trees
- little or dated ecological information
- a changing climate regime impacting ecosystems and forest ecology
- little knowledge of First Nations use
- limited knowledge of current level of use
- the park has been in reserve status for 23 years with no development and limited management or consideration of emergency needs

4 Interim Goals

Protecting Ecological Values

- 1) Protect ecologically sensitive areas from disturbance from development and use.
- 2) Gather baseline ecological information needed for park management planning.

Protecting Cultural Values

- 3) Protect known archaeological sites and key archaeological areas from disturbance from development and use.
- 4) Gather baseline archaeological information needed for park management planning.

Providing Visitor Opportunities

- 5) Provide interim/base opportunities for low-impact, non-motorized outdoor recreation experiences.
- 6) Gather baseline social science information needed for park management planning.

Identifying and Building Relationships

- 7) Build working relationships with key First Nations and provincial staff (BC Parks, FLNRO, and Transportation & Infrastructure).
- 8) Build relationships with key Salt Spring Island groups needed for park management planning.

5 Interim Management Direction

During the interim period:

- 1) A multi-disciplinary team approach will be used for decision-making and management of the park reserve.
- 2) Until adequate environmental and archaeological data are in place, a precautionary approach will be used to ensure that park values are protected.
- 3) Visitor facilities will be limited to those identified in the interim development concept.
- 4) Where visitor facilities are, or are proposed, proximate to known archaeological features, areas with high potential for archaeological features, or known species at risk or sensitive habitats, additional study will be undertaken to determine the appropriate location and any mitigation measures.
- 5) Hiking, cycling and equestrian use will be permitted on the designated interim park trails.
- 6) Regional park regulations/prohibitions (e.g., no fires, no camping, no alcohol, no motorized vehicles, dogs under control) and standard enforcement practices will apply.

- 7) The Musgrave Road access will be considered the primary access to the park reserve, with Mount Bruce Road and Burgoyne Bay park trail as secondary accesses.

6 Interim Management Actions

- As necessary, undertake research regarding archaeological and cultural values.
- Assess public safety hazards (fire, emergency services, park terrain) and undertake actions and establish protocols needed to address them.
- Work with provincial staff to consider options relating to the existing informal trail across provincial land that links the proposed regional park trail, as shown in the development concept.
- Prepare all mapping products.
- Prepare public information and messaging, as needed.
- Implement the interim development concept.
- Undertake research to identify significant/sensitive ecological or habitat areas within the park to ensure on-going protection (e.g., species at risk).
- Conduct a baseline visitor survey and levels of use information in advance of development of the management plan.

7 Interim Development Concept

The interim development concept outlined below is illustrated on Map 2. It includes a small amount of parking and an orientation sign at the primary access on Musgrave Road and three designated, signed interim trails—Mill Farm Trail, linking the Musgrave Road regional park access to the Burgoyne Bay Provincial Park, Lookout Trail, leading from Mill Farm Trail to the lookout location on the northwest side of the park and Forest Trail, leading from Mount Bruce Road to Alvin Indridson Nature Reserve.

More specifically, interim developments includes:

Gates/Barriers

- In addition to existing gates and rock barriers, additional gates/barriers may be added at key locations, including the park entrance from Mount Bruce Road, to preclude motorized access to the park reserve.

Trail System

- Formalize a base trail system to link the Musgrave Road primary access point to Burgoyne Bay Provincial Park, to the viewpoint on the northwest side of the regional park, and through the east block of the park reserve, connecting Mount Bruce Road to the Conservancy's Alvin

Indridson Nature Reserve, using former logging roads. Minor reroutes will be used where best addressed or where the reroute is an alternative along a former logging road. Ecological assessments should be considered when determining the best location for any reroutes.

- Assess the potential to create a loop trail opportunity between the viewpoint and the trail access to/from Burgoyne Bay Provincial Park.
- Work with the Province of BC regarding the trail that crosses Crown land and links two sections of Mill Farm Trail.
- Install limited wayfinding signs at key decision points, including an orientation map for those accessing the regional park reserve at the Musgrave Road parking area, from Mount Bruce Road and from Burgoyne Bay Provincial Park.
- Install regulatory and other cautionary or information signs as needed.
- Install trail counter(s) to monitor interim use levels.

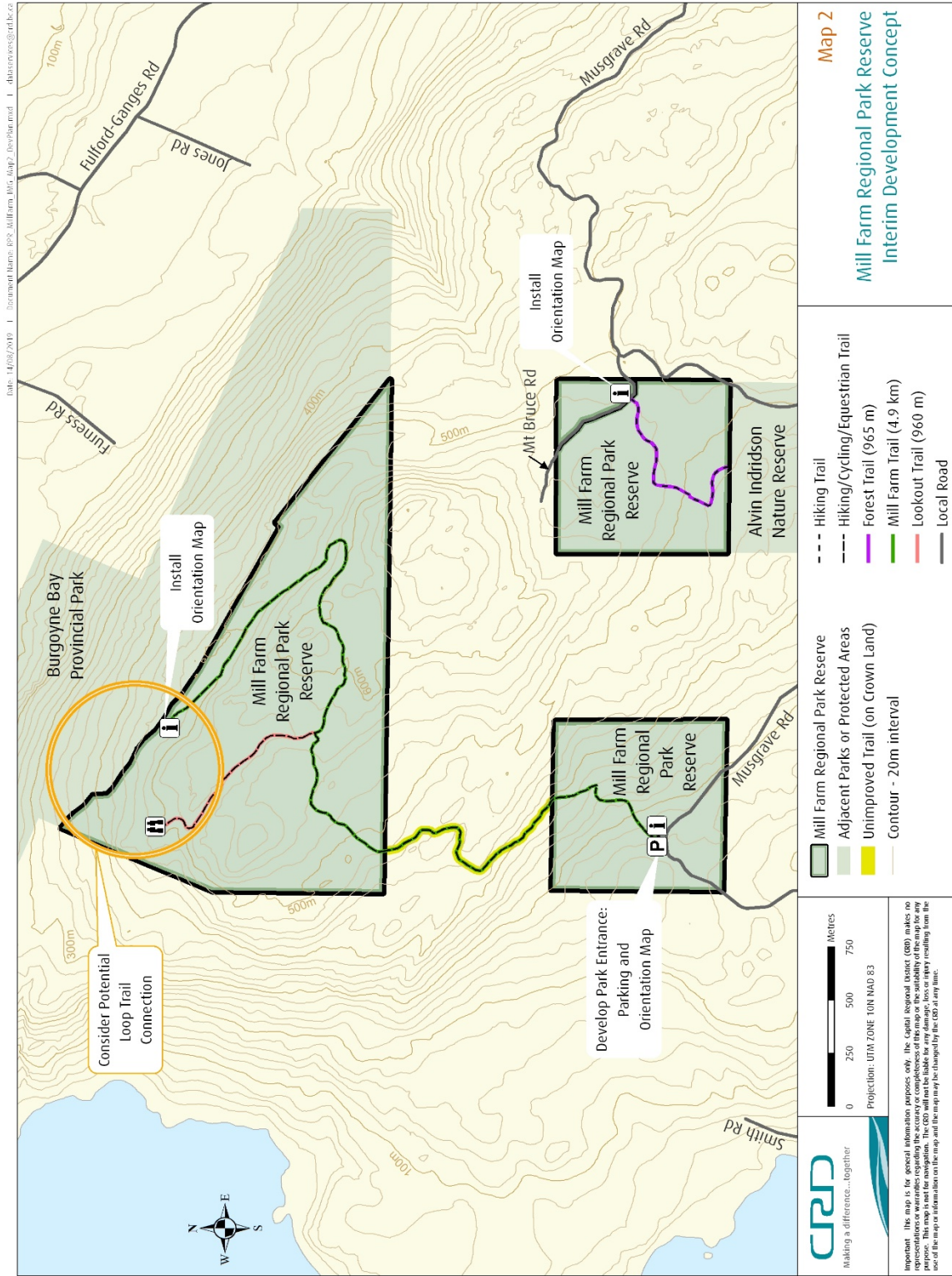
Parking

- Create a parking area for five vehicles at the Musgrave Road primary access (southwest block). The parking design should include parking for at least two vehicles with horse trailers.

Toilet

- A temporary toilet will be installed at the Musgrave Road access.





8 Implementation Strategy

Implementation of the IMGs is subject to available resources and Regional Parks' capital and work planning processes.

Action	Anticipated Timeframe	Lead*
Undertake initial archaeological research (RADD)	2019	PRMD
Assess and address public safety hazards and danger trees along interim trail routes	2019	OPS
Add additional gates/barriers as necessary	2019-2020	OPS
Work with the Province (Crown Lands) regarding the trail across Crown land that links two sections of the Mill Farm Trail	2019-2020	OPS – initial operational discussions PRMD – if application for tenure on Crown Land is desired
Undertake initial ecological research	2020	PRMD
Undertake additional archaeological assessment as needed	2020-2022	PRMD
Develop park maps, orientation map and website information	2020	PRMD – maps VSCD – website text OPS - installation
Formalize two interim trails for multiple use (Mill Farm Trail and Lookout Trail). A third trail may be improved if necessary, for hiking only, but is lower priority (Forest Trail).	2020	OPS
Develop and install interim trail signage for three trails and access points	2020	OPS
Develop parking lot	2020	OPS

Install toilet at Musgrave Rd access/parking area	2021	OPS
Install trail counter(s)	2021	OPS
Undertake ecological surveys	2022	PRMD
Undertake social science research	2022	VSCD

* PRMD-Planning, Resource Management & Development
OPS-Park Operations Services
VSCD-Visitor Services & Community Development

These IMGs should be reviewed, and updated as necessary, after five years if a management plan is not completed.



Appendix 1: Interim Roles

Implementation of these interim management guidelines falls to all sections of the Regional Parks Division. The outline below identifies what each section takes the lead on.

Planning, Resource Management & Development

- Gather needed ecological information.
- Develop mapping products for park reserve management and public awareness.
- Through the Regional Parks Land Acquisition Strategy, consider potential land acquisition opportunities.
- Liaise with provincial staff regarding Crown land interests/tenures, as needed.
- Build relationships for park management and planning.
- Track implementation of the IMGs and review and update the IMGs as required.

Park Operations Services

- Assess and address public safety needs.
- Formalize interim visitor and operational facilities.
- Provide operational services to monitor and maintain interim visitor facilities and enforce park regulations.
- Build relationships for park management and operations, including liaison with the Salt Spring Island Conservancy regarding the link to the Alvin Indridson Nature Reserve and any impacts and mitigation needed and provincial staff regarding regional park trail operations and implications for adjacent Crown lands.

Visitor Services & Community Development

- Provide key communication services and products for public awareness and orientation.
- Gather baseline social science information.
- Identify opportunities and build relationships for future volunteer or visitor programming.

**REPORT TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 23, 2019**

SUBJECT Mapping Sunken Vessels

ISSUE

To present background information on the financial implications, potential partnerships and feasibility of mapping sunken vessels in selected areas.

BACKGROUND

At the July 24, 2019 meeting, the Parks & Environment Committee brought forward a Notice of Motion that the committee recommend to the Capital Regional District (CRD) Board:

- That staff report back on the financial implications and feasibility of mapping sunken vessels in selected areas of the region, including the following suggested locations: Sooke Basin, Esquimalt Harbour, Victoria Harbour, Gorge Waterway, Oak Bay, Cadboro Bay, Brentwood Bay, Fulford Harbour and Burgoyne Bay.

Over the past three years, the CRD has provided support for the abandoned boat initiative through receiving the boats and waiving disposal fees at Hartland Landfill. Staff have worked with regional stakeholders on the program, which has been funded by Transport Canada's national Abandoned Boats program. Regionally, the Dead Boats Disposal Society, a non-profit organization, has now taken the lead for the inventory, assessment and removal of abandoned boats, including final transport to the landfill. The CRD also secured federal funding to develop and deliver education and awareness across the region around this initiative.

Efforts to date have focused on floating or partially submerged abandoned boats in Sooke Basin; Victoria Harbour and Gorge Waterway; Oak Bay/Cadboro Bay; Brentwood Bay; Tsehum Harbour; Fulford and Ganges Harbours and Burgoyne Bay on Salt Spring Island; Montague Harbour on Galiano Island; and Port Browning and Bedwell Harbour on Pender Island. Funding has been applied for or received for the removal of 70 boats; to date, 44 abandoned vessels have been removed and the remainder should be removed this fall. Once completed, the CRD will have contributed approximately \$430,000 to support the 25% funding required by the Transport Canada grant process for the removal and disposal of these abandoned boats.

INTERGOVERNMENTAL/PARTNERSHIP IMPLICATIONS

Jurisdictional responsibility for abandoned, derelict and wrecked boats, including sunken vessels, falls to the federal government, primarily Transport Canada, though the Navigable Protection Program, Receiver of Wrecks and Canadian Coast Guard (CCG).

Hydrographic Services Canada (HSC) regularly conducts multi-beam and side scan sonar surveys throughout coastal BC to update marine navigation charts. HSC survey instructions for field staff require that sunken vessels identified in their underwater surveys are reported to

Navigable Protection Program and Receiver of Wrecks, who then determine if sunken vessels posing environmental or navigational hazards require removal. CCG has created a Marine Pollution and Vessels of Concern unit that is responsible for the clean-up and removal of derelict vessels.

HSC provided available data on known sunken vessels and obstructions for the Capital Region that identified more than 100 known sunken vessels/obstruction within the waters of the Capital Region, 41 of which are located in key bays and harbours around the region (Appendix A). Much of this data was collected over a decade ago; it is likely that other vessels have since sunk, so the actual number of sunken vessels is likely higher.

HSC intends to survey portions of Esquimalt and Victoria Harbours this fall and will identify their 2020 survey area priorities over the next three to four months. HSC staff indicated there are opportunities to identify priority areas for underwater survey work and also expressed interest in partnership opportunities. Furthermore, they requested that if any sunken vessels are removed, the information be shared to ensure navigation charts can be updated.

ENVIRONMENTAL IMPLICATIONS

Sunken vessels may pose additional environmental hazards. Many of the sunken boats identified by HSC have been in place for many decades and were reported to the Receiver of Wrecks. CCG would likely have removed any sunken vessels posing environmental threats and removed or marked any sunken boats posing a threat to navigation. Vessels that have been underwater for a significant period of time have become habitat and may have to stay in place.

FINANCIAL IMPLICATIONS

Based on informal conversations with local companies to conduct underwater surveys, staff estimate that potential costs to conduct side scan or multi-beam sonar surveys are in the range of \$180,000-\$270,000. It is estimated that it could take 20-30 days to complete the required work to survey Sooke Basin, Esquimalt Harbour, Victoria Harbour, Gorge Waterway, Oak Bay, Cadboro Bay, Brentwood Bay, Tsehum Harbour, Bazan Bay, Fulford Harbour and Burgoyne Bay.

CONCLUSION

The CRD has worked with regional stakeholders over the past three years to implement the abandoned boat program across the region. Many of the sunken vessels identified by Hydrographic Services Canada have already been reported to Receiver of Wrecks and Navigation Protection Program, particularly those posing a threat to the environment or safe navigation. Jurisdictional authority and responsibility for these submerged vessels lies with the federal government; federal programs are in place to identify sunken vessels across the region. Information received by CRD staff regarding the reporting of abandoned and/or sunken boats within the region will continue to be shared with the appropriate agencies.

RECOMMENDATION

That the Parks & Environment Committee recommend to the Capital Regional District Board:

That this report is received for information.

Submitted by:	Glenn Harris, Ph.D., R.P.Bio., Senior Manager, Environmental Protection
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, Chief Administrative Officer, MCIP, RPP

JW:ss

Attachment: Appendix A – Selected Areas for Potential Underwater Mapping and Number of
Known Sunken Vessels/Obstructions by Area

**SELECTED AREAS FOR POTENTIAL UNDERWATER MAPPING AND
NUMBER OF KNOWN SUNKEN VESSELS/OBSTRUCTIONS BY AREA**

October 2019

Harbour Area	Wrecks / Obstructions	Ha (m2)
Sooke Basin (Inlet & Harbour)	3	1,518
Esquimalt Harbour	4	357.9
Victoria Harbour	14	219.7
Gorge Waterway/Portage Inlet	0	135.1
Oak Bay	0	84.47
Cadboro Bay	0	125.9
Brentwood Bay	1	393.4
Fulford Harbour	0	811.3
Burgoyne Bay	0	219
Tsehum Harbour	8	155.3
Bazan Bay	0	59.07
Browning Port	11	177.4
Total	41	42,56.54

**REPORT TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, NOVEMBER 27, 2019**

SUBJECT **Hartland Landfilling Operations – Award of Contract 19-2005**

ISSUE SUMMARY

To seek approval for the award of Contract 19-2005, *Hartland Landfilling Operations July 2020 to June 2025*.

BACKGROUND

As part of operating Hartland landfill, the Capital Regional District (CRD) contracts out equipment services to manage the solid waste and carry out the construction and maintenance of the landfill. The main operations include:

- providing specific heavy equipment and standby equipment with operators for placement and compaction of refuse
- hauling and placing aggregate on site for use of daily, asbestos and alternate daily cover
- site preparation, reworking of cover material storage areas and other landfilling-related work
- excavation of controlled waste trenches
- conducting snow removal and road maintenance
- conducting dust suppression procedures
- building fire breaks and assisting with fire control

The current operations contract ends on June 30, 2020.

The Tender for Contract 19-2005 closed on November 12, 2019 and four bids were received from pre-qualified contractors for a five-year term starting July 1, 2020 and ending June 30, 2025. The following tender prices were received for the first year (12 months) of the contract. The total annual payment is based on hourly unit rates for equipment for a specified number of hours, as listed in the tender document. Specified hours were estimated based on the actual number of hours equipment was deployed in previous years. Payments to the contractor will be made at the unit rates established in the first year (2020) of the contract for the actual number of hours equipment is deployed. Unit rates will be increased annually by 1.5% towards the actual labour, equipment and fuel costs.

Name of Tenderer	Tendered Amount for Year 1 (includes provisional and alternate items and GST)
Ralmax Contracting Ltd.	\$1,805,732.25
Emterra Environmental Ltd.	\$3,372,205.62
GFL Environmental Inc.	\$1,998,247.02
WHISSELL Contracting Ltd.	\$2,297,568.00

Staff reviewed all tenders, which were found to be complete. The tender from Ralmax complies with the instructions to tenderers and costs are in line with staff estimates.

ALTERNATIVES

Alternative 1

The Parks & Environment Committee recommends to the CRD Board:

1. That Contract 19-2005, *Hartland Landfilling Operations July 2020 to June 2025*, be awarded to Ralmax Contracting Ltd. for a five-year term, with the first year tendered amount estimated at \$1,805,732.25;
2. That the Contract include an annual unit rate adjustment of 1.5% in years 2021 to 2025; and
3. That the Chief Administrative Officer be authorized to finalize and execute the Contract.

Alternative 2

The Parks & Environment Committee recommends to the Capital Regional District Board:
That the CRD not award Contract 19-2005.

IMPLICATIONS

Financial Implications

A five-year contract has resulted in competitive equipment rates that are comparable to the current year's costs. The low bid from Ralmax Contracting Ltd. is within the budget allocated for landfilling operations, aggregate placement, contingencies and applicable taxes. Funding will be drawn from the Environmental Resource Management annual solid waste operating budget.

The five-year contract for the provision of heavy equipment services to manage solid waste compaction and site construction at Hartland landfill is based on \$1.8 million per year, escalated at 1.5%/year. Therefore, the five-year total contract value is expected to exceed \$9 million and requires approval by the Board.

Environmental Implications

This contract specifies equipment that aligns with the CRD's climate action goals and proposed new landfilling methodology to minimize overall equipment and cover material use, as well as maximize airspace utilization. For example, an alternate type of diesel-electric dozer has been built into this contract to increase productivity by 10% while lowering fuel consumption by up to 30% for that piece of equipment.

CONCLUSION

The existing Hartland operations landfilling contract ends on June 30, 2020 and a new contract must be awarded in time to source new equipment. Four competitive bids were received and the low bid is within budget and comparable to the current year's costs. Staff recommend that the Hartland Landfilling Operations contract be awarded to the low bidder, Ralmax Contracting Ltd. Upon award of the contract by the CRD Board, the landfilling operations will continue uninterrupted.

RECOMMENDATION

The Parks & Environment Committee recommends to the Capital Regional District Board:

1. That Contract 19-2005, *Hartland Landfilling Operations July 2020 to June 2025*, be awarded to Ralmax Contracting Ltd. for a five-year term, with the first year tendered amount estimated at \$1,805,732.25;
2. That the Contract include an annual unit rate adjustment of 1.5% in years 2021 to 2025; and
3. That the Chief Administrative Officer be authorized to finalize and execute the Contract.

Submitted by:	Stephen May, P. Eng., Senior Manager, Facilities Management & Engineering Services
Concurrence:	Larisa Hutcheson, P. Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

Appendix A – Invitation to Tender 19-2005 - Operation of Hartland Landfill July 2020 to June 2025

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025
CONTRACT 19-2005

October 2019

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

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INVITATION TO TENDER
AND
INSTRUCTIONS TO TENDERERS

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

INVITATIONAL TENDER

Sealed Tenders, plainly marked on the envelope "Tender for Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005" will be received by the General Manager, Parks & Environmental Services of the Capital Regional District at their offices at 625 Fisgard Street, Victoria, British Columbia up to 2:00:00 p.m. local time on November 8, 2019, at which time they will be opened in public.

Specifications, Drawings, Contract Documents, and Tender Form are available by invitation only and will be emailed to the selected bidders on October 11, 2019. Only contractors that have prequalified for this tender are permitted to participate or bid on this Contract.

Additional copies may be obtained from the Capital Regional District, Parks & Environmental Services department, on payment of \$100.00 (GST included) for each copy requested, the sum of which is non-refundable.

Equipment services to be performed under this Contract generally include the following:

Conduct day-to-day solid waste landfilling and compacting of municipal solid waste including applying daily cover on exposed refuse, asbestos and other controlled wastes as directed by the Engineer.

The lowest or any tender will not necessarily be accepted.

A **mandatory** pre-tender site meeting will be held at #1 Hartland Avenue at 11:00 a.m. on October 24, 2019.

For information and/or enquiries on this project please contact Joshua Frederick at 250.360.3097 or jfrederick@crd.bc.ca.

Stephen May, P.Eng.
Senior Manager, Facilities Management & Engineering Services
Capital Regional District

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005`

INSTRUCTIONS TO TENDERERS

The "Instructions to Tenderers" include the following:

- 1.0 Conditions of Tendering
- 2.0 Bid Security, Bonding, Insurance and Letter of Credit
- 3.0 Submitting the Tender
- 4.0 Acceptance of Tender
- 5.0 Qualifications and Evaluation Criteria
- 6.0 No Claim for Compensation
- 7.0 Pre-tender Site Meeting

1.0 CONDITIONS OF TENDERING

- 1.1 A Tenderer not complying with all the requirements of these "Instructions to Tenderers" RISKS having their Tender rejected.

- 1.2 For the purposes of tendering on this project, the following definitions shall apply.

- 1.2.1 Whenever the word "Owner" appears in these documents, it shall be taken to mean the Capital Regional District.

- 1.2.2 Contract Documents mean:

- a. Instructions to Tenderers;
 - b. Tender Form;
 - c. Agreement Between the Owner and Contractor;
 - d. General Conditions;
 - e. Specifications;
 - f. Drawings;
 - g. Addenda which may be issued during Tendering period;
 - h. Appendices.

- 1.3 The Tenderer shall be subject to each and every condition, requirement and qualification contained in the Contract Documents and the submission of his tender shall be considered by both the Owner and the Tenderer as conclusive evidence that the Tenderer has carefully read all the Contract Documents, that he has ascertained the provisions and requirements of all the pertinent laws and regulations (local, provincial and federal) relating to labour; the purchase of materials; the payment of taxes and duties; the payment of freight and ferry charges; the carrying out of the Work and the

necessity for licenses and permits, and that he has thoroughly examined the site and has satisfied himself as to the physical state of the site and all available public services including access to and from the site and the off-loading and storage of materials.

- 1.4 The Contract to be awarded shall be for a term of five (5) years commencing on July 1, 2020 at 6 a.m. and terminating at 5:59 p.m. on June 30, 2025, unless otherwise terminated as provided in this Agreement.
- 1.5 In their tendered price (lawful money of Canada), the Tenderer shall include payment of all applicable sales taxes, licences, permits, and all or any municipal, provincial or federal charges in connection with the contract, including GST. A GST registration number and amount must be included in the tender form. PST is not applicable to this work. All other licences and permits shall be obtained and paid for the Tenderer.
- 1.6 The tendered unit prices, as set out in the Schedule of Prices, shall be quoted in July 2020 Canadian dollars. The tendered unit prices will be adjusted on January 1, 2021 and annually thereafter on January 1 of each subsequent year of the Contract as set out in the General Conditions, Article 46, Progress Payments.
- 1.7 Tenders are to be subject to all relevant provincial and other legislation, including bylaws regulating noise, dust and litter that apply to vehicles and equipment travelling to and from the Landfill Property.
- 1.8 The Tenderer is deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his tender and the failure or neglect of a Tenderer to receive or examine any form, instrument, or other document or to acquaint himself with existing conditions shall in no way relieve him of his obligation with respect to his tender and to the Contract.
- 1.9 A tender may only be withdrawn prior to the scheduled time for the opening of tenders.
- 1.10 Any alteration or interpretation of the Contract will be made in the form of a written Addendum which may be issued by the Owner at any time up to FIVE (5) CALENDAR DAYS prior to the tenders being opened.
- 1.11 Any Addendum issued by the Owner shall be maintained in the Parks & Environmental Services department of the Capital Regional District and a copy shall be made available to any Tenderer upon request.
- 1.12 Tenderers are responsible for ascertaining the existence and contents of any Addendum issued by the Owner.
- 1.13 All Tenderers shall acknowledge receipt and acceptance of each Addendum issued by signing and dating in the spaces provided and submitting the signed Addendum with the Tender. Any Tender submitted without the signed Addenda may be rejected by the Owner as an incomplete Tender.

- 1.14 Tenderers who have obtained tender documents from sources other than the Capital Regional District Parks & Environmental Services department at 625 Fisgard Street, Victoria, BC, shall register with the Parks & Environmental Services Contracts Coordinator to be included on the Registered Plan Holders' List in order to receive any Addendum issued by the Owner.
 - 1.15 Every item in the Schedule of Prices and Estimated Quantities is to be included and if the Tenderer considers that items have been included in any other rates in the Schedule of Prices and Estimated Quantities, "NIL" is to be entered in the cost column.
 - 1.16 Prior to the award of the Contract, the Owner may require the successful Tenderer to break down a lump sum price into separate items as specified by the Owner to facilitate the making of progress payments.
 - 1.17 Within FOURTEEN (14) CALENDAR DAYS after the award of the Contract, the Tenderer shall provide a detailed work plan and schedule incorporating all material, equipment, and plans of the Work. The work plan and schedule shall be continually updated and submitted to the Owner at the Progress Meetings. Progress Meetings will be held at regular intervals at the time and place stipulated by the Owner.
 - 1.18 The Capital Regional District will not assess the suitability of equipment to meet the Specifications prior to tender opening.
 - 1.19 The Owner does not adopt or agree to be bound by any procedures or guidelines recommended, adopted or produced by any association in the tendering and award of the Contract on this project.
 - 1.20 Local bylaws pertaining to noise, dust and litter particularly from vehicles and equipment travelling to and from the Landfill Property will be strictly enforced.
 - 1.21 This Contract, as well as any resultant studies and documents received, are under the control of the Capital Regional District, and as such are subject to the *Freedom of Information and Protection of Privacy Act*. This means that they are subject to requests for access, although items may qualify for non-disclosure under Section 21 of the Act - "...Release harmful to the business interests of a third party", or one or more of the other sections limiting access rights of requesters.
 - 1.22 The terms used in these documents are non-gender specific and refer to both the feminine and the masculine.
- 2.0 BID SECURITY, BONDING, INSURANCE AND LETTER OF CREDIT
- 2.1 BID SECURITY
 - 2.1.1 Tenders shall be accompanied by a Bid Security in the form of Bid Bond, Letter of Credit, or Tender Deposit issued in the name of the Owner in the amount of not less than TEN PERCENT (10%) of the FIRST YEAR'S TOTAL TENDERED AMOUNT. The Bid Bond shall be in the form provided in this document in the Tender Form, or on an acceptable similar form, and be issued by a Surety Company licensed to conduct business in the

Province of British Columbia. The Letter of Credit shall be an irrevocable Commercial Letter of Credit in the form provided in this document in the Tender Form, or an acceptable similar form, and be issued by a Victoria branch of a bank licensed to conduct business in the Province of British Columbia. The Tender Deposit shall be in the form of a certified cheque issued by a Victoria branch of a bank licensed to conduct business in the Province of British Columbia. Alternative forms approved by the Canadian Construction Association may be used provided that the alternative forms do not deviate significantly from the forms included herein.

- 2.1.2 Tenders are irrevocable and no Tenderer shall withdraw a tender for any reason, including error after the opening of tenders. If a Tenderer withdraws a tender prior to the award of the Contract, or in the event of failure on the part of any Tenderer whose tender has been accepted to perform the obligations set out in the Tender Form, including entering into a contract with the Owner, the Bid Security shall be forfeited and may be retained by the Owner as liquidated damages. If the difference between the amount of the defaulting Tenderer's bid and the price for which the Owner contracts with another Contractor to perform the Work is lower than the amount of the Bid Security, then the amount of liquidated damages shall be limited to the amount of the difference. If the difference between the amount of the defaulting Tenderer's bid and the price for which the Owner contracts with another Contractor to perform the Work is greater than the amount of the Bid Security, then the Owner may retain or draw down on the full amount of the Bid Security without in any way limiting or waiving any other or further remedy it may have in law or equity against the defaulting Tenderer for damages in excess of the amount of the Bid Security.
- 2.1.3 The Bid Securities submitted by the unsuccessful Tenderers shall lapse TEN (10) CALENDAR DAYS after the Contract Agreement is signed by the Capital Regional District and the successful Tenderer and will be returned to them.
- 2.1.4 The Bid Security of the successful Tenderer will be returned to him upon the execution of the Contract Documents and the deposit with the Owner of the Performance Guarantee in the form of an Irrevocable Commercial Letter of Credit, WCB Certificate and copies of the Insurance Policies.

2.2 INSURANCE

The Tenderer's attention is drawn to the provisions of General Conditions Article 55 in which the details of the insurance required to be carried by the Contractor are specified.

3.0 SUBMITTING THE TENDER

- 3.1 The signature of the Tenderer shall be under seal and in his handwriting or, if the Tenderer is a corporation, the tender shall be executed under its corporate seal. Any tender not so executed may be rejected.

- 3.2 Each Tenderer shall submit, as part of his tender, completed lists provided in the Tender Form Annexures regarding information relating to previous contracts, subcontractors, equipment and material suppliers and supervisory personnel.

Tenders shall be signed, sealed and enclosed in a sealed envelope addressed to:

General Manager, Parks & Environmental Services
Capital Regional District
625 Fisgard Street, PO Box 1000
Victoria, British Columbia V8W 2S6

and shall be marked:

Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005

and show the name of the Tenderer.

If forwarded by mail, the sealed envelope containing the tender must be enclosed within a mailing envelope.

- 3.3 Tenders shall be delivered to the above address not later than the time and date stipulated in the "Invitation to Tender" and will be publicly opened at that time in the Capital Regional District offices, 625 Fisgard Street, Victoria, British Columbia.

If the Capital Regional District offices are closed for any reason or access is blocked by a labour union picket line, the tender opening will be rescheduled. An Addendum will be issued by the Owner confirming the new time and location for the tenders to be opened in public.

- 3.4 Tenders submitted by facsimile communication equipment (FAX) will not be considered. Modifications by FAX of tenders already submitted will be considered if received prior to the time set for closing of tenders, at Capital Regional District ES-3 Fax #250-360-3270. Prior to faxing, the Tenderer is to contact the Parks & Environmental Services Contracts Coordinator personally by telephone at 250-360-3284. Tenderers should not show the total tendered amount in a FAX modification.

4.0 ACCEPTANCE OF TENDER

- 4.1 Tenders not in the office of the Capital Regional District by the time and date stipulated will be returned to the Tenderer unopened.
- 4.2 Any tender which is incomplete, conditional, obscure or contains erasures, alterations, escalator clauses or irregularities of any kind may be rejected by the Owner as an irregular tender.
- 4.3 Any tender which does not include completed lists of subcontractors, supervisory personnel, equipment, and equipment operators, and WorkSafeBC Occupational Health and Safety Violations

History form, as provided in the Tender Form Annexures, may be rejected by the Owner as an incomplete tender.

- 4.4 Any tender which lists more than one major subcontractor or supplier to provide the same service, equipment or material may be rejected by the Owner as an irregular tender.
- 4.5 Tenders, in consideration of the Owner considering this tender, shall be open for acceptance by the Owner for SIXTY (60) CALENDAR DAYS after the opening of tenders and may not be withdrawn by the Tenderer during that time. The successful Tenderer will be notified in writing by the Owner of the acceptance of his tender as expeditiously as possible and no other act shall constitute acceptance of a tender.
- 4.6 The successful Tenderer shall execute a Contract with the Owner within THIRTY (30) CALENDAR DAYS after the date of the written notification of the acceptance of his tender. The form of Contract Agreement shall be as contained herein, with such modifications as are necessary. The Contract Documents shall include any Addenda which may be issued.
- 4.7 Following the opening of tenders, the Owner may in its discretion require any Tenderer to provide evidence that the Tenderer is a business in good standing in the Province of British Columbia and is capable of performing the Contract.

5.0 QUALIFICATIONS AND EVALUATION CRITERIA

- 5.1 The Tenderer is required to submit details of his previous experience with the type of work proposed and demonstrate his proven ability to complete the intended Works within the scheduled period of time as specified in the Tender Documents. No award will be made to any Contractor who cannot give satisfactory assurance as to his ability to carry out the Works both from his financial rating, and by reason of his previous experience as a Contractor on work of a similar nature to that contemplated in the Contract.
- 5.2 The lowest or any tender will not necessarily be accepted. The Owner reserves the right in its absolute discretion to accept the tender which it deems most advantageous to itself and favourable in its interests and the right to waive informalities in and reject any or all tenders, in each case without giving any notice. In no event will the Owner be responsible for the costs of preparation or submission of a tender.
- 5.3 Tenders which contain qualifying conditions or otherwise fail to conform to these Instructions to Tenderers may be disqualified or rejected. The Owner, however, may at its sole discretion reject or retain for consideration tenders which are non-conforming because they do not contain the content or form required by these Instructions to Tenderers or because they have not complied with the process for submission set out in these Instructions to Tenderers.
- 5.4 Tenderers will be evaluated based on the following:

- 5.4.1 Qualifications and related experience of the Tenderer and senior personnel and subcontractors to be assigned to this project.
- 5.4.2 Performance of the Tenderer and subcontractors on similar projects including, without limitation, the Tenderer's history with respect to quality of work, scheduling, changes in the work and force account work.
- 5.4.3 The Tenderer's compliance with all statutes, regulations, and bylaws affecting the Tenderer's work. The Owner will give particular attention to non-compliance violations of WorkSafeBC Occupational Health and Safety Regulations issued to the Tenderer in the past five (5) years.
- 5.4.4 Lowest price to the Owner of having the Work completed in accordance with the Contract Documents.
- 5.4.5 The conformity of the tender to the requirements set forth in these Instructions to Tenderers.
- 5.4.6 Conformance with the timing provided for in the Specifications.
- 5.4.7 Greatest value based on quality, service and price.
- 5.5 The evaluation process will be conducted at the sole discretion of the Owner and, in particular, the price to carry out the Work is not the only or primary criterion which will be utilized by the Owner. The Owner reserves the right to make inquiries regarding any or all Tenderers. Please see and complete the attached tender evaluation criteria form.
- 5.6 The Owner reserves the right, at its discretion, to negotiate with any Tenderer that the Owner believes has the most advantageous tender. In no event will the Owner be required to offer any modified terms to any other Tenderer prior to entering into a contract with the successful Tenderer and the Owner shall incur no liability to any other Tenderer as a result of such negotiations or modifications.
- 5.7 Tenderers are advised that after receipt of tenders and prior to award of Contract, Tenderers may be required to provide the Owner with additional information concerning the Tenderer or his tender including, but not limited to, a further breakdown of relevant components of the Total Tendered Amount.
- 5.8 The Total Tendered Amount used in the evaluation of tenders will be corrected for any arithmetic errors. The unit rates quoted will govern and the extensions will be adjusted if there are any inconsistencies between the two amounts.
- 5.9 The Owner reserves the right to reject any tenders of a company that is, or whose principals are, at the time of tendering engaged in a commercial arbitration or lawsuit against the Owner in relation to work similar to that being tendered.
- 5.10 The Owner reserves the right to reject any tenders of a company that owes, or whose principals owe, monies to the Owner at the time of tendering.
- 5.11 The Owner reserves the right, in its sole discretion, to reject any tenders of a company or individual in relation to which the CRD has received, from a municipal council represented on the CRD Board, correspondence indicating that the company or individual is not suitable to perform the Work of the

tender contract because of a poor performance or unprofessional conduct in relation to work similar to that being tendered.

6.0 NO CLAIM FOR COMPENSATION

- 6.1 Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

7.0 PRE-TENDER SITE MEETING

- 7.1 A **mandatory** pre-tender site meeting for general contractors will be held on October 24, 2019 at 11:00 a.m. at #1 Hartland Avenue. Tenders from non-attendees may be rejected by the Owner and returned unopened to the Tenderer.
- 7.2 The purpose of the site meeting is for a general review of the existing site and proposed work and to respond to questions from Tenderers.
- 7.3 The site meeting is provided by the Owner for the general convenience of Tenderers and is not intended to be a thorough examination of all existing site and soil conditions. Attendance to the site meeting in no way limits the responsibility of the Tenderers to make their own independent determination of site conditions and any and all other pertinent factors in preparation of this Tender.

TENDER FORM

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

TENDER FORM

NAME AND ADDRESS OF FIRM TENDERING

Sealed Tenders, plainly marked on the envelope

TENDER FOR: Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005

will be received by: General Manager, Parks & Environmental Services
Capital Regional District
625 Fisgard Street, PO Box 1000
Victoria, BC V8W 2S6

at the time and date stated in the "Invitation to Tender" at which time they will be opened in public.

Complete the following information in PRINTED OR TYPEWRITTEN form. Any future correspondence from the Capital Regional District concerning this Contract will be directed to the address shown below.

NAME OF FIRM TENDERING: _____

CONTACT NAME: _____

MAILING ADDRESS: _____

_____ Postal Code: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

The Chairman and Members of the Board
Capital Regional District
625 Fisgard Street, PO Box 1000
Victoria, British Columbia V8W 2S6

Ladies and Gentlemen:

The undersigned Tenderer, having carefully read and examined the Instructions to Tenderers, Tender Form and Annexures, Contract Agreement, General Conditions, Specifications, Drawings and Addenda hereby agrees to the same, and having carefully examined the locality and the site of the Work and having full knowledge of the Work required and of the materials to be furnished and used does hereby tender and offer to enter into a Contract to perform and complete the whole of the said Works and provide all necessary labour, plant, tools and materials as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents, and to do all therein called for on the terms and conditions and under the provisions therein at the prices which he has entered in the Schedule of Prices and Estimated Quantities at which prices the cost of the Works set out therein would amount to a

TOTAL TENDERED AMOUNT of \$ _____ (including GST) (lawful money of Canada)

The undersigned agrees that the sub-contractors employed will be as listed and further agrees that no changes or additions will be made to this list without the written approval of the Capital Regional District.

If the undersigned is notified of the acceptance of this proposal, he agrees that within thirty (30) days of the date of the acceptance notice he will enter into a Contract and execute an Agreement for the stated unit prices in the form of the specimen submitted to guarantee completion of the Contract in accordance with the Contract Documents.

Accompanying this Tender, please find our Bid Bond, Irrevocable Commercial Letter of Credit or certified cheque as Tender deposit in the amount of 10% of the first year's Total Tendered Amount.

It is understood that the Bid Bond for the successful Tenderer will become the property of the Regional District as liquidated damages if the Tenderer fails or refuses to execute a Contract and Performance Bond within thirty (30) days after notification that he is the successful Tenderer.

The undersigned Tenderer hereby agrees that the said Schedule of Prices and Estimated Quantities and Total Tendered Amount include and cover all applicable duties, taxes and handling charges incidental to and forming part of this Contract.

The undersigned Tenderer hereby agrees to submit to the Owner certified copies of all LIABILITY INSURANCE and PROPERTY INSURANCE policies and certificates required and specified in the General Conditions of the Contract forming part of the Contract, all within a period of FOURTEEN (14) CALENDAR DAYS after the date of the written notification of the acceptance of his tender and prior to the commencement of work or supply of materials.

The undersigned Tenderer acknowledges that the Owner shall have the right to reject any or all tenders for any reason or to accept any tender which the Owner in its sole unrestricted discretion deems most advantageous to itself. By submitting a tender, the Tenderer acknowledges the Owner's rights under this clause and absolutely waives any right of action against the Owner and its consultants for the Owner's failure to accept the Tenderer's tender.

The undersigned Tenderer hereby agrees that he has made this tender without any connection, knowledge, comparison of figures, or arrangement with any other person or persons submitting tenders for this Contract, and that this tender is without collusion or fraud.

The undersigned Tenderer hereby agrees that once the tenders for this Contract have been opened, this tender and offer constituted hereby shall not be revoked before EITHER acceptance thereof by the owner OR the expiration of SIXTY (60) CALENDAR DAYS after the opening of tenders for this Contract whichever shall first occur.

Dated this _____ day of _____ 20____.

In the case of incorporated company:

SIGNED, SEALED AND DELIVERED)	
The Corporate Seal of (Name of Company))	
)	
)	
_____)	
is hereunto affixed in the presence of)	
its duly authorized signing officers:)	
)	(Seal)
)	
_____)	
(specify position with Company))	
)	
)	
_____)	
(specify position with Company))	

OR, in the case of an individual or individuals:

SIGNED, SEALED AND DELIVERED by:)	(Seal)
)	
)	
_____)	
)	
)	

$$\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \\) \\) \end{array}$$

(Occupation)

(Seal)

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following list of equipment and estimated hours of work. It is mandatory to complete this schedule and failure to provide any rates for equipment listed may result in rejection of the tender.

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	Steel wheeled refuse compactor 500 HP CAT 836K or equivalent	hours	2600	\$	\$
2.	Steel wheeled refuse compactor 400 HP CAT 826H or equivalent	hours	(400 hrs maximum)	\$	\$
3.	Track type D8T 350 HP tractor complete with dozer/tilt	hours	500	\$	\$
4.	4 x 4 backhoe loader 80 HP	hours	400	\$	\$
5.	Hydraulic track type excavator 120 HP	hours	2100	\$	\$
6.	Hydraulic track type excavator 200 HP	hours	600	\$	\$
7.	5,000 litres winterized water tank for fire control with pump/hose/nozzle	week	50	\$	\$
8.	Articulated dump truck 30 ton/300 HP	hours	1000	\$	\$
9.	Wheel loader 175 HP complete with 3 m ³ bucket	hours	230	\$	\$
10.	Motor grader 150 HP	hours	20	\$	\$
11.	½ ton 4 x 4 crew pickup truck	week	50	\$	\$
12.	Light plant illuminate 4000 watt minimum	week	30	\$	\$

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
13.	Water tanker truck 5000L complete with spray bar (dust)	hours	250	\$	\$
	Subtotal			\$	\$
	Goods and Services Tax (GST) Registration No. _____			\$	\$
Total for this page carried forward to Tender Summary (Page 17)				\$ _____	

HORIZONTAL GAS WELLS INSTALLATION					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	4 x 4 backhoe loader 80 hp	hours	250	\$	\$
2.	Articulated dump truck 30 ton/300 hp	hours	150	\$	\$
3.	Hydraulic track type excavator 120 hp	hours	250	\$	\$

- NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities are per calendar year estimates only and shall be used for the purpose of obtaining comparable tender amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Engineer prior to the commencement of such work. The contingency allowance is the total allowance for the entire per year term and any renewal terms of the Contract and shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.
- (3) Hourly costs provided includes equipment operator as well as all other equipment costs.

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

TENDER SUMMARY

Total from Schedule of Prices and Estimated Quantities ⁽¹⁾ (Pages 15 & 16)	\$ _____
Contingency Allowance ⁽²⁾	\$ <u>100,000</u>
Subtotal	\$ _____
Goods and Services Tax (GST) Registration No.: _____	\$ _____
TOTAL TENDERED AMOUNT Carried to Tender Form (Page 12)	\$ _____

SIGNATURE OF TENDERER

- NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities are per calendar year estimates only and shall be used for the purpose of obtaining comparable Total Tendered Amounts only.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Engineer prior to the commencement of such work. The contingency allowance is the total allowance for the entire term and any renewal terms of the Contract and shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these documents must be included in the Total Tendered Amount.

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

TENDER ANNEXURES

The Tender Form Annexures form part of the tender and comprise:

1. Bid Bond
2. Letter of Credit for Bid Security
3. Undertaking of Liability Insurance
4. Irrevocable Commercial Letter of Credit
5. WorkSafeBC Non-compliance Violations History
6. List of Proposed Subcontractors
7. List of Supervisory Personnel
8. List of Equipment
9. List of Equipment Operators and their Qualifications
10. Tender Evaluation Criteria

The form of Bid Bond (if the Tenderer submits a Surety Bond in lieu of a Letter of Credit or Tender Deposit) shall be completed in accordance with the requirements specified in the Contract Documents on the forms provided herein, or on acceptable similar forms, and shall be attached to the tender.

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____ as Contractor,
(hereinafter called the Contractor), and

_____ as Surety,
(hereinafter called the Surety),

are jointly and severally held and firmly bound unto

THE CAPITAL REGIONAL DISTRICT as Owner, (hereinafter called the Owner), in the penal sum of TEN PER CENT (10%) of the TOTAL FIRST YEAR'S TENDERED AMOUNT of lawful money of Canada, for the payment whereof unto the Owner, the Contractor and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Contractor is herewith submitting its offer for the fulfilment of:

Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005

NOW THEREFORE, the condition of this obligation is such that if, before the expiration of SIXTY (60) CALENDAR DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Owner an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give a good and sufficient Performance Bond in the relative form annexed to secure the performance of the terms and conditions of the said Contract, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Owner the difference in money between the amount of tender of the Contractor and the amount for which the Owner legally contracts with another party to perform the Work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

NOW THEREFORE, the condition of this obligation is such that if, before the expiration of SIXTY (60) DAYS from the opening of tenders for the said Contract, the Contractor is awarded the said Contract and if the Contractor within the time specified in the tender for such Contract enters into, executes and delivers to the Owner an agreement in the relative form annexed and if the Contractor and Surety within the time specified in the said tender give a good and

sufficient Performance Bond in the relative form annexed for TEN PERCENT (10%) of the TOTAL FIRST YEAR'S TENDERED AMOUNT to secure the performance of the terms and conditions of the said Contract, then this obligation shall be void; otherwise the Contractor and Surety will pay unto the Owner the difference in money between the amount of tender of the Contractor and the amount for which the Owner legally contracts with another party to perform the Work if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as fully as if it were the Contractor, and that nothing of any kind or nature whatsoever that will not discharge the Contractor shall operate as a discharge or a release of liability to the Surety, any law, rule of equity or usage relating to the liability of sureties to the contrary notwithstanding.

AND IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Contractor, the Surety and the Owner and upon and to their respective heirs, executors, administrators, successors and assigns, and every of them as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all necessary places.

Dated this _____ day of _____, 20____.

In the case of incorporated company:

SIGNED, SEALED AND DELIVERED)	
The Corporate Seal of (Name of Company))	
)	
)	
_____)	
is hereunto affixed in the presence of)	
its duly authorized signing officers:)	
)	(Seal)
)	
_____)	
(Specify position with Company))	
)	
)	
_____)	
(Specify position with Company))	

OR, in the case of an individual or individuals:

SIGNED, SEALED AND DELIVERED by:)	(Seal)
)	
_____)	

(Name and Title)

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

LETTER OF CREDIT
[for Bid Security]

Letter of Credit No: _____ Amount: _____
[minimum sum of ten percent (10%) of the first year's Total Tendered Amount]

TO: Capital Regional District

ADDRESS: 625 Fisgard Street, PO Box 1000
Victoria, BC V8W 2S6

WE HEREBY AUTHORIZE YOU TO DRAW ON THE (name and address of bank) for the account of (name of Contractor) UP TO AN AGGREGATE AMOUNT OF (dollars in writing and in numbers) available on demand.

PURSUANT TO THE REQUEST OF our customer: (name of Contractor) we the (name of bank) hereby establish our Irrevocable Commercial Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time, upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to those services and financial obligations set out in an Agreement between the customer and the Capital Regional District and referred to as (name and number of Contract).

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Capital Regional District.

THIS LETTER OF CREDIT will continue in force for a period of SIXTY (60) CALENDAR DAYS from the opening of tenders for the said Contract.

DATED at _____, British Columbia, this _____ day of _____, 20 ____.

COUNTERSIGNED BY: _____
(Name of bank)

Per: _____

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

UNDERTAKING OF LIABILITY INSURANCE

TO: Capital Regional District
625 Fisgard Street, PO Box 1000
Victoria, British Columbia
V8W 2S6

We the undersigned (INSERT INSURANCE COMPANY'S NAME)

do hereby undertake and agree to cover the Contractor (INSERT TENDERER'S NAME)

in the amount of FIVE MILLION DOLLARS (\$5,000,000.00) Commercial General Liability Insurance, as more particularly outlined in the attached "Agreement between the Owner and the Contractor" and agree to:

- (a) Name the Capital Regional District as additional insureds;
- (b) This policy shall contain the separation of insureds, cross liability clause in the conditions of the policy; and
- (c) Ensure such policy cannot be cancelled or materially changed without at least FIFTEEN (15) CALENDAR DAYS written notice to the Capital Regional District, delivered to the Engineer at the above-noted address.

Signed and sealed at _____, Province of _____,

this _____ day of _____, 20____ on behalf of _____ by:

)
)
)
)
)
)
)
)

(NAME AND TITLE)

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

IRREVOCABLE COMMERCIAL LETTER OF CREDIT

[Performance Guarantee]

(to be on bank letterhead)

Letter of Credit No. _____

Amount \$ _____

(Date)

Capital Regional District
625 Fisgard Street, PO Box 1000
Victoria, British Columbia V8W 2S6

Dear Sir:

IRREVOCABLE COMMERCIAL LETTER OF CREDIT NO. _____

In accordance with the contract to operate the Hartland Landfill for the Capital Regional District, under Hartland Landfilling Operations, Contract 19-2005, we hereby authorize you to draw on (NAME OF BANK), (ADDRESS OF BANK IN VICTORIA), Province of British Columbia, for account of (NAME OF TENDERER), up to an aggregate amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) on demand for 100% value:

Pursuant to the request of our customer _____ we the _____ Bank hereby establish and give you an Irrevocable Commercial Letter of Credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which demand we shall honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Drawings are to be made in writing to (NAME OF BANK).
2. Partial drawings may be made
3. The Bank will not inquire as to whether or not the Capital Regional District has a right to make demand on this Irrevocable Commercial Letter of Credit.
4. The Irrevocable Commercial Letter of Credit is irrevocable up to sixty (60) days past June 30, 2025.

DEMANDS MUST BE MADE NOT LATER THAN THE twenty-ninth day of August 2025.

The Demands made under this Credit are to be endorsed hereon and shall state on their face that they are drawn under (NAME OF BANK), (ADDRESS OF BANK), Letter of Credit No.

Yours truly,
Manager
(on behalf of Name of Bank)

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

WORKSAFEBC NON-COMPLIANCE VIOLATIONS HISTORY

The Tenderer shall fill in the table below detailing all non-compliance notices he or his company has received from the Workers' Compensation Board for violations under the WorkSafeBC Occupational Health and Safety Regulations and/or Workers' Compensation Act within the last five (5) years.

It is the intention of the Capital Regional District to use the information given below in the assessment of qualifications and evaluation of tenders.

If no notices for violations of the above regulations have been filed against the Tenderer please provide an (X) in the appropriate box and sign the document.

NO VIOLATIONS IN PAST FIVE (5) YEARS: ()	SIGNATURE: _____
--	------------------

DATE OF VIOLATION	LOCATION	VIOLATION OF WCB ACT SECTION NUMBER	BRIEF DESCRIPTION

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

LIST OF PROPOSED SUBCONTRACTORS

The Tenderer shall provide the names, addresses and experience/qualifications of those subcontractors that the Tenderer intends to employ on the Work specified below.

Any changes or additions to this list must be submitted to the Engineer for approval before subcontracting the Work.

ITEM OF WORK TO BE SUBCONTRACTED	NAME, ADDRESS AND TELEPHONE OF PROPOSED SUBCONTRACTOR	YEARS OF EXPERIENCE IN THIS LINE OF WORK

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

LIST OF SUPERVISORY PERSONNEL

The Tenderer proposes to carry out the Work covered by this Contract under the direction of the following supervisory personnel employed by the Tenderer. The Tenderer should indicate whether the supervisory personnel listed are to be employed full time or part time and specify what recent experience they have had supervising work of a nature similar to this proposed Contract.

NAME AND TELEPHONE NUMBER	POSITION TO HOLD ON THIS CONTRACT

(If additional space is required use reverse side of this page.)

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

LIST OF EQUIPMENT

The Tenderer proposes to use the equipment listed below in carrying out the Work covered by this Contract. All items under this schedule are to be completed. The Capital Regional District may require the general contractor to supply additional information for evaluation and acceptance.

NUMBERS OF UNITS	BRIEF DESCRIPTION OF EQUIPMENT (STATE ITS USE, MAKE AND GENERAL CONDITION)	AGE and/or HOURS	CHECK WHETHER	
			OWNED BY TENDERER	RENTED OR LEASED

(If additional space is required use reverse side of this page.)

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

LIST OF EQUIPMENT OPERATORS AND THEIR QUALIFICATIONS

The Tenderer proposes to use the equipment operators listed below in carrying out the Work covered by this Contract. All items under this schedule are to be completed. The Capital Regional District may require the general contractor to supply additional information for evaluation and acceptance.

NAME OF EQUIPMENT OPERATOR	EQUIPMENT OPERATED	YEARS OF EXPERIENCE	CERTIFICATION

(If additional space is required use reverse side of this page.)

AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

AGREEMENT BETWEEN THE OWNER AND CONTRACTOR

THIS AGREEMENT made this ____ day of _____ in the year 20__ by and between the Capital Regional District, herein called the "Owner", and _____, herein called the "Contractor".

WITNESSETH: That the Contractor and the Owner undertake and agree as follows:

ARTICLE 1.

The Contractor shall:

- i) Provide all necessary materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth and in strict accordance with the Contract Documents and Addenda numbered ____ for the project entitled "Operations of Hartland Landfill, July 2020 to June 2025, Contract 19-2005".
- ii) Commence to proceed actively with the Work of the Contract at 6:00 am PST on July 1, 2020 and continue with the Work of the Contract until 5:59 pm PST on June 30, 2025.

ARTICLE 2.

The Owner will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

ARTICLE 3.

The Invitation to Tender, Instructions to Tenderers, executed Tender Form, General Conditions, Specifications, Appendices, Drawings and all Addenda incorporated herein, are annexed hereto and form a part of this Agreement as fully to all intents and purposes as though recited in full herein, and the whole shall constitute the Contract between the parties, and it shall inure to the benefit of and be binding upon them and their successors, executors, administrators, and assigns.

ARTICLE 4.

No implied contract of any kind whatsoever, by or on behalf of the Owner, shall arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements contained herein and made by the parties hereto are and shall be the only contracts, covenants and agreements on which any rights against the Owner may be founded.

ARTICLE 5.

Subject to Article 3, this Agreement shall supersede all communications, negotiations and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Agreement prior to the execution and delivery hereof.

ARTICLE 6.

All communication in writing between the parties or between them and the Engineer shall be deemed to have been received by the addressee, or to a member of the firm, or any officer of the corporation for whom they are intended as per the following delivery schedule conditions:

- i) By hand – on the date of delivery of the communication
- ii) By facsimile – ONE (1) CALENDAR DAY following date of the communication
- iii) By registered mail – THREE (3) CALENDAR DAYS following date of the communication
- iv) By regular mail – SEVEN (7) CALENDAR DAYS following date of the communication

If, between the time of mailing and the actual receipt of the communication, there occurs a mail strike, slowdown of postal service, or other labour dispute which affects the delivery of such communication, then such communication shall be deemed to be received when actually delivered.

The Contractor at _____
(Address)

(Fax No.)

The Owner at 625 Fisgard Street, PO Box 1000, Victoria, BC, V8W 2S6
(Address)
250-360-3270
(Fax No.)

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year above first written.

For Individual or Partnership:

SIGNED, SEALED AND DELIVERED BY

In the presence of: _____
(Contractor - please print)

(Signature of Contractor)

(Position)

Name: _____
Address: _____
Occupation: _____

For Limited Company:

The Corporate Seal of

(Contractor - please print full name of Company) (Seal)

Was hereunto affixed in the presence of:

Authorized Signing Officer and Position (please print)

Signature of Authorized Signing Officer

NOTE: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

For Owner (the Capital Regional District):

Authorized Signing Officer

Position

Authorized Signing Officer

Position

GENERAL CONDITIONS

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

GENERAL CONDITIONS

LIST OF GENERAL CONDITIONS

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CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

GENERAL CONDITIONS

1. DEFINITIONS

"ASBESTOS CONTAINING MATERIAL" means waste containing any amount of asbestos as defined in the Hazardous Waste Regulation and includes Asbestos Cement.

"BIN AREA" shall mean that area on the landfill property designated to receive refuse and/or recyclable waste brought to the landfill property in a small load (<5500 kg).

"BULKY WASTE" means waste articles with a volume greater than 1.5 cubic metres, or timbers or other items greater than 2.5 metres in length.

"CELL" means an area within the landfill which is contained on all sides with daily cover.

"CONTAMINATED SOIL" means soil or sediment or fill material containing substances in quantities or concentrations equal to or greater than those specified in Schedule 7, Column IV of the Contaminated Sites Regulation but which is not a special waste under the BC Hazardous Waste Regulation.

"CONTRACT DOCUMENT" or "CONTRACT" shall mean the entire agreement between the Owner and Contractor and shall include all of those documents set out in the Table of Contents including the Agreement between the Owner and Contractor, the general conditions, specifications and tender documents as well as any addenda incorporated therein.

"CONTRACT PRICE" shall mean the negotiated value of the Work which the Owner requires done as stipulated in the Contract.

"CONTRACTOR" shall mean the successful Tenderer and the person who enters into the Contract with the Owner including his appointed officers, employees, servants and agents.

"CONTROLLED WASTE" means a class of waste and/or refuse which is approved for disposal at the Hartland Landfill site but which, because of its inherent nature and quantity, may require special handling and disposal techniques to avoid creating health hazards, nuisances or environmental pollution and is as defined in the CRD Bylaw No. 3881 and any bylaws that amend or replace that Bylaw.

"COVER MATERIAL" means crushed rock, gravel, earth or other suitable material as identified by the Engineer exhibiting good workability, compaction characteristics or a tarp, which is used to cover compacted solid waste at a landfill.

"DAILY TOTAL REFUSE" means the total volume of refuse handled by the Contractor in a working day.

"DEAD ANIMALS" means the carcass or part of the carcass of an animal.

"DISTRICT" means the Capital Regional District.

"ENGINEER" shall mean the General Manager of the Parks & Environmental Services Department, Capital Regional District or his authorized representative as designated to the Contractor.

"EQUIPMENT" or "PLANT" shall mean anything and everything except persons used by the Contractor in performance of the Work and except people and/or material as defined herein.

"FILL AREA" means a refuse disposal site.

"FORCE MAJEURE" means any event or circumstance excluding: negligence on the part of the Contractor; lack of sufficient funds not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting its obligations under this Agreement and including:

- (a) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
- (b) strikes, lockouts and other industrial disturbances;
- (c) epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;
- (d) acts or omissions of federal, provincial or local governments (other than the CRD) or any of their boards or agencies (other than boards or agencies of the CRD), including delays of regulatory process and orders of a regulatory authority or Court of competent jurisdiction.

"GROUND WOOD WASTE MATERIAL" means wood fibre and bark material that has been created by the hogger process of a lumber mill operation or wood waste from construction, pallets, stumps, bark, tree limbs, wood fibre or similar material mechanically ground to specifications acceptable to the CRD.

"HARTLAND NORTH SITE" shall mean the land on the north end of the Landfill Property of the Capital Regional District, located along Willis Point Road.

"HAZARDOUS WASTE" means gaseous, liquid and solid waste, which, because of its inherent nature and/or quantity, requires special disposal techniques to avoid creating health hazards, nuisances or environmental pollution and is defined in the Hazardous Waste Regulation as may be amended from time to time.

"HAZARDOUS WASTE REGULATION" means B.C. Regulation 63/88, a regulation of the Province of British Columbia under the *Environmental Management Act* as amended from time to time.

"HEREIN" and "HEREOF", and similar expressions wherever used in the Contract Documents, shall relate to the whole of the Contract Documents and not to any one (1) paragraph alone, unless the context specifically requires it.

"IGNITABLE" means having the properties of:

- (i) flammable gas
- (ii) flammable liquid or
- (iii) flammable solids, substances liable to spontaneous combustion or a substance that on contact with water will emit flammable gases.

"INSURANCE POLICIES" shall mean those policies required pursuant to Article 55 of the General Conditions.

"LANDFILL" shall mean the area of the landfill property which is or has been used for the deposit of refuse, contaminated soil and controlled waste.

"LANDFILL PROPERTY" shall mean the Hartland Landfill Property owned by the Capital Regional District within the Corporation of the District of Saanich and is referred to the following lands:

PID: 023-851-457 Lot 1, Sections 54, 55 and 65, Highland District, Plan VIP64898

"LIFT" means a horizontal layer of approximately four (4) metres in thickness within a fill area consisting of one or more consecutive layers of compacted solid waste and/or cover material.

"MATERIAL" or "MATERIALS" shall, unless otherwise specified, mean anything and everything other than persons or the Contractor's equipment which is manufactured, processed or transported to the site, or existing on the site, and incorporated in the complete works.

"MULTI-EMPLOYER SITE" shall mean a location of work which meets the criteria for a multi-employer site as defined by the *Workers' Compensation Act* of the Province of British Columbia.

"OPEN BURNING" means combustion of solid waste material in an open area from which gaseous products, particulate matter and other contaminants from the combustion are discharged directly to the open air.

"OPEN FACE" means the area of the working face or active face which has not been covered with daily cover.

"OWNER" shall mean the Capital Regional District.

"PAD" means an elevated area within the Fill Area covered with road material which is used to turn vehicles. It is also used as an area from which to push refuse.

"PROHIBITED WASTE" means gaseous, liquid and solid wastes not acceptable for landfilling at Hartland Landfill as defined in the CRD Bylaw No. 3881 and any bylaw that amends or replaces that Bylaw.

"RADIOACTIVE WASTE" means waste containing a prescribed substance as defined in the *Atomic Energy Control Act* in sufficient quantity or concentration to require a licence for possession or use under that Act and regulations made under that Act.

"REACTIVE" means waste as defined in the BC Hazardous Waste Regulation which is:

- (a) explosive, oxidizing or so unstable that it readily undergoes violent change in the presence of air or water
- (b) generates toxic gases, vapours or fumes by itself or when mixed with water
- (c) polymerizes in whole or in part by chemical action and causes damage by generating heat or increasing in volume.

"RECYCLING AREA" shall mean that area on the landfill property which has been posted to receive recyclable waste in small loads (<5500 kg).

"REFUSE" means discarded or abandoned materials, substances or objects including but not limited to:

- (a) unmarketable wastes, market wastes, contaminated combustibles such as paper, plastic, wood and leather; non-combustibles such as crockery, glass, ashes from fireplaces and on-site incinerators, street sweepings; bulky wastes, furniture; boats; construction and demolition refuse such as non-metal pipe, lumber, plastic, insulation and carpeting; all arising from domestic, commercial, institutional or municipal activities. Refuse resulting from industrial operations is not included.
- (b) waste articles as defined in the CRD Bylaw No. 3881 or replacement/amended bylaw.

"ROAD" means the designated areas within the landfill with surfaces, which have been prepared for vehicular traffic.

"SEMI-SOLID" means certain controlled waste as defined in the CRD Bylaw No. 3881 or replacement/amended bylaw.

"SOLID WASTE" means refuse, controlled waste and contaminated soil suitable for landfilling at Hartland Landfill site but excluding Prohibited and/or Restricted Waste.

"SITE" shall mean the Hartland Landfill site of the Capital Regional District.

"SUBCONTRACTOR" shall mean any person, firm, or corporation approved by the Engineer having a contract for the execution of a part or parts of the Work included in this Contract.

"SUPPLY" or "PROVIDE" shall mean supply and pay for or provide and pay for.

"TENDERER" shall mean the person or persons who submit a tender for the work to be done.

"TURN-AROUND" means an area used for vehicles to turn as described under "PAD".

"WASTE MATERIALS" means other products delivered to the site.

"WORK" or "WORKS" shall, unless the context otherwise requires, mean the whole of the work and materials, labour, matters, and things required to be done, furnished, and performed by the Contractor under this Contract.

"WORKING FACE" means the area of the landfill operation at which placing, spreading, compacting and covering of refuse is actively taking place.

2. INTENT OF CONTRACT

The intent of the Contract is that the Contractor shall provide all supervision, labour, equipment, and all else necessary for or incidental to the proper execution of Work unless specifically noted otherwise. The Contractor shall do all the work described in the specifications and all other things necessary to carry out the Work as directed by the Engineer.

3. DRAWINGS AND SPECIFICATIONS FURNISHED

Not applicable.

4. DOCUMENT CONFLICTS AND OMISSIONS

In case of any inconsistency or conflict between the provisions of the Contract Documents, the provisions of such documents and addenda thereto will take precedence and govern in the following order:

- (a) Agreement Between the Owner and Contractor
- (b) Addenda
- (c) Supplementary General Conditions
- (d) General Conditions
- (e) Specifications and Drawings
- (f) Tender Form
- (g) Instructions to Tenderers
- (h) Invitation to Tender
- (i) All other documents

Neither party to the Contract shall take advantage of any apparent error or omission in the specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be necessary for fulfilment of the intent of the specifications. Any work not herein specified but which may be fairly implied as included in the Contract, of which the Engineer shall be the judge, shall be done or furnished by the Contractor at his expense as if such work had been specified.

5. DISCREPANCIES

Any discrepancies, errors or omissions found in the specifications shall immediately be reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done after discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

6. CONTRACT INTERPRETATION AND DECISIONS

The Engineer will be, in the first instance, the interpreter of the Contract Documents and the judge of the performance of both parties to the Contract. Interpretations and decisions of the Engineer shall be consistent with the Contract Documents and made in consultation with both parties. In making a decision the Engineer will not show partiality to either the Owner or the Contractor.

Either the Owner or the Contractor may at any time, by written request in sufficient detail and accompanied by sufficient supporting documentation to reasonably describe the matter, refer any question, including claims relating to the performance of the Work or the interpretation of the Contract Documents, to the Engineer for an initial decision and the Engineer shall render a written decision within a reasonable time, with copies to both the Owner and the Contractor.

If a party does not agree with an interpretation or decision of the Engineer then resolution of the matter shall be dealt with in accordance with the provisions of Article 58.

7. SHOP DRAWINGS

Not applicable.

8. LOCATION OF THE WORKS

The Work shall be carried out on the Landfill Property.

9. INVESTIGATION BY CONTRACTOR OF CONDITIONS AFFECTING WORK

The Contract between Owner and Contractor is made and entered into by the Contractor and the Owner on the distinct understanding that the Contractor has, before execution, investigated and satisfied himself of everything and of every condition affecting the work to be executed and the labour and equipment to be provided, that the execution of this Contract by the Contractor is founded and based upon his examination, knowledge, information and judgement, and not upon any statement, representation or information made or given or upon any information derived from any representative of the Owner; and furthermore, the Contractor shall make no claim against the Owner for any loss or damage sustained in consequence of or by reason of any such statement, representation or information being incorrect or inaccurate, or on account of unforeseen difficulties of any kind.

10. ENGINEER'S STATUS

The Engineer will be the Owner's representative during the construction period and will observe work in progress on behalf of the Owner. The Engineer will have the authority to stop the Work whenever such stoppage may be necessary, in his opinion, to ensure the proper execution of the Work in accordance with the provisions of the

Contract. The Contractor shall obey such order immediately. Neither the giving nor carrying out of such orders shall thereby entitle the Contractor to any extra payment.

The Contractor shall obey, perform and comply with the Engineer's orders or instructions with respect to the Work or concerning the conduct thereof promptly, efficiently and to the satisfaction of the Engineer. However, if the Contractor is of the opinion that such orders or instructions are not authorized under the provisions of the Contract or involve a change for which a change order should be issued as described in Article 42, he shall so notify the Engineer in writing before proceeding to carry them out and, in any event, within TEN (10) CALENDAR DAYS of the receipt of such orders or instructions. If the Contractor does not so notify the Engineer within the time so limited, he shall not claim at any time thereafter that the orders or instructions were not authorized or should have been subject to a change order. Nevertheless, the giving of such notice to the Engineer shall not relieve the Contractor of his obligations to carry out and obey such orders and instructions.

The Engineer may delegate to other persons such of the powers of the Engineer as the Engineer deems appropriate.

The Engineer or the Owner may appoint any person or company or the employee of any such person or company or of the Engineer to be an Inspector. Such Inspector shall have the authority of the Engineer to reject materials, procedures or workmanship as not complying with provisions of the Contract and to order the Contractor to stop work until the materials, procedures or workmanship comply with such provisions.

11. INSPECTION OF WORK

On request by the Engineer, the Contractor shall open for inspection any part of the work that has been covered up. If the Contractor refuses to comply with such request, the Owner may employ other persons to uncover the work. If the work is found to be in accordance with the Contract requirements then the cost of uncovering and recovering the work shall be borne by the Owner. If any of the work was covered by the Contractor in contravention of the Engineer's instructions, or if the uncovered work is found not to be in accordance with the Contract requirements, then the cost of uncovering and recovering the work shall be charged to the Contractor.

The Engineer shall at all times have access to the Work wherever or whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

The Engineer shall inspect work in the Owner's interest for the purpose of promoting effective execution of the work and such inspection or lack of it shall not relive the Contractor of its responsibility to perform the work in accordance with the Contract Documents.

12. SUPERVISION AND LABOUR

(a) Manager

The Contractor shall, at all times during the term of this Contract, have a manager charged with the responsibility of supervising the operations of the Contractor. The manager shall maintain a local office with a telephone at the Landfill Property staffed during all working hours throughout the duration of this Contract. The manager shall also provide an after-hours telephone number for emergency purposes. The manager shall have authority to sign documents provided under this Contract on behalf of the Contractor.

Any person appointed to be the manager shall be satisfactory to the Engineer and shall not be changed except for good reason and only then after consultation and agreement with the Engineer.

The manager shall represent the Contractor and directions given to the manager by the Engineer shall be deemed to have been given to the Contractor.

(b) Labour

Regardless of any collective agreement the Contractor may have with his workers, the Engineer may request the Contractor to suspend, discharge or take other disciplinary action against the manager and any of his employees or agents involved in performing the Work or providing the service required under this Contract for any one or more of the following which may constitute an offence against and breach of the terms and conditions of this Contract when occurring during normal working hours or when the said manager, employee or agent is performing any work or service under this Contract:

- i) Intoxication
- ii) Use of foul, profane, vulgar or obscene language.
- iii) Solicitation of gratuities or tips from any person for services performed under this Contract.
- iv) Willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations.
- v) Any action which may constitute a public nuisance or disorderly conduct or be construed as abusive or insubordinate behaviour or be considered a threat to CRD personnel, other contracted personnel, the public or public relations.
- vi) Any conviction under the *Criminal Code of Canada* or the *Offense Act of British Columbia* of any employee or agent of the Contractor for an act done in the course of his performance of work under this Contract.
- vii) Smoking while on the Landfill Property.
- viii) Scavenging goods or materials that have been received by the Owner for disposal or recycling.

The Contractor shall comply forthwith with each such request and shall satisfy the Engineer that the manager, employee or agent has been properly disciplined and has given assurance to the Owner that the offence and breach shall not recur or that the said manager, employee or agent has been removed from further involvement with work or service under this Contract.

In the event that the manager, an employee or agent of the Contractor is found by the Owner to have carried out any one of the above noted actions in i) to vii) two or more times or any combination of the above noted actions in i) to vii) two or more times, the Contractor must discharge that manager, employee or agent from carrying out any part of the Work for the remainder of the term and any renewal terms of the Contract.

13. LANDS BY OWNER

Not applicable.

14. LANDS REQUIRED BY CONTRACTOR

Not applicable.

15. PRIVATE LAND

As described as "Landfill Property" in Article 1.

It shall be the Contractor's responsibility to ascertain the boundaries within which the Work must be confined. The Contractor shall not enter lands other than those provided by the Owner for any purpose without obtaining prior written permission of the land owners and occupiers. The Contractor shall not enter upon lands owned by others on which the Owner has easements or rights-of-entry without having received the written authorization of the Owner for such entry. It shall be the Contractor's responsibility to ascertain from the Owner the conditions on which easements or rights-of-entry have been granted on private lands and to abide by these conditions throughout the course of construction. Any supplementary construction agreements made between the Contractor and the owner of private property in lieu of or in addition to the condition sheets provided by the Owner and forming part of this document shall be signed by the Owner and an authorized representative of the Contractor and a copy forwarded to the Engineer.

The Owner will not be responsible for any supplementary construction agreements other than those to which the Owner is a signed party.

16. ASSIGNMENT OF CONTRACT

Neither party shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or his right, title, or interest herein, or his obligations thereunder without written consent of the other party, except for an assignment to a bank of the payments to be received hereunder.

17. SUSPENSION OF WORK BY OWNER

The Owner may at any time suspend the Work, or any portion thereof, provided he gives the Contractor two (2) days written notice of suspension.

(a) If the Contractor should:

- a) refuse or fail to supply sufficient or properly skilled worker and equipment for the scheduled performance of the Work, or
- b) fail or neglect to properly carry out the Work in accordance with the Operating Specifications then the Owner may suspend the Work or any portion of the Work and the suspension takes effect on the date and time identified by the Owner in the Owner's written notice of suspension.

In this event, the Owner may notify the Contractor and its Surety, in writing, that the Contractor is in default of its contractual obligations and instruct it to correct the default within five (5) calendar days.

If the correction of the default cannot be completed within the five (5) calendar days specified, the Contractor shall be considered to be in compliance with the Owner's instruction if it:

- a) commences the correction of the default within the specified time and, in addition
- b) provides the Owner with a schedule for such correction acceptable to the Owner; and
- c) completes the correction in accordance with such schedule.

If the Contractor fails to correct the default as required under this Article, the Owner may, without prejudice to any other right or remedy, correct such default and deduct the cost thereof from the payment then or thereafter due to the Contractor.

18. OWNER'S TERMINATION OF THE CONTRACTOR'S RIGHTS

The Owner will have the right to terminate the Contractor's right to continue with the work if the Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of the creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the Owner giving notice thereof.

If at any time the Engineer is of the opinion and so states in writing to the Owner that the Contractor:

- (a) Has failed to commence work or to recommence work after a suspension within the time specified in the Contract Documents;
- (b) Has failed to carry out the Work in accordance with the Specifications or instructions of the Engineer;
- (c) Has failed or is failing to use diligence or has failed to comply with the instructions of the Engineer to expedite his work or is otherwise failing to make such progress with the work as is necessary to ensure the completion of the work or any part thereof in the time specified in the Contract Documents;
- (d) Has failed or is failing to supply enough competent workmen, management, materials or suitable equipment;
or
- (e) Has failed to comply with federal, provincial or local government laws applicable to the Work, including but not limited to the *Workers Compensation Act* and its Regulations;
- (f) Has become in any way unable to carry on the Work or any part thereof;

the Owner may give notice in writing to the Contractor of such opinion and requiring that such default or defaults be remedied forthwith. If, within FIVE (5) CALENDAR DAYS of such notice, such default or defaults are not remedied to the satisfaction of the Engineer, the Owner may terminate the Contractor's right to perform further the Work under the Contract. Such termination shall be effective immediately.

The Owner shall have the right to terminate the Contractor's right to continue with the Work if the Contractor has:

- (a) failed to carry out the Work in accordance with the Specifications or instructions of the Engineer on three or more occasions having been given previous written notice of those occasions by the Engineer or Owner; or
- (b) failed to comply with federal, provincial or local government laws applicable to the Work, including but not limited to the *Workers Compensation Act* and its Regulations on three or more occasions.

Upon such termination, the Owner may employ such means as he sees fit to complete the Works. In such cases:

- (a) The Contractor shall have no claim for any further payment in respect of work performed, but shall be liable for all damages and expenses which may be suffered by the Owner by reason of such default or delay, or the non-completion by the Contractor of the Works;
- (b) No objection or claim shall be raised or made by the Contractor by reason of or on account of the ultimate cost of the works so taken over for any reason proving greater than, in the opinion of the Contractor, it should have been;
- (c) All materials and all rights, proprietary or otherwise, licences, powers, and privileges, whether relating to or affecting real or personal property, acquired, possessed, or provided by the Contractor for the purposes of the Work under the provisions of this Contract will become or remain and be the property of the Owner for all purposes incidental to the completion of the Work and may be used, exercised, and enjoyed by the Owner as fully to all intents and purposes connected with the Works as they might therefore have been used, exercised and enjoyed by the Contractor; and
- (d) The Owner may forthwith enter into possession of all the Contractor's equipment on the site of the Work and may use the same in any way it sees fit in order to complete the Works without the Owner being in any way liable for damage or any other cost in connection with such use by the Owner. Upon completion of the Work, such equipment may be returned to the Contractor or may be sold by the Owner and the net proceeds of such sale credited to the Contractor's account.

If the Contractor's right to perform the Work is terminated in accordance with the provisions of this clause, the Contractor shall not be entitled to receive any further payment until the Work is completed.

Upon completion of the Work the Engineer shall determine:

- (a) The amount which would have been due to the Contractor under the Contract if all of the work had been performed by him; and
- (b) The costs and expense borne by the Owner in completing the Work and damages for delay in completion, if any.

The Contractor shall be entitled to receive the balance of the Contract Price less such costs and expense, or if such costs and expense exceed such price, the Contractor shall pay the amount of such excess to the Owner on demand.

The Owner shall have the option, under the provisions of this Article, to be exercised in its absolute discretion, to terminate the right of the Contractor to perform any part or parts of the work and to permit the Contractor to continue to perform the rest of the work. All the provisions of this Article shall apply to such part or parts with such modifications as the circumstances may require.

19. CONTRACTOR'S TERMINATION OF THE CONTRACT

The Contractor shall have the right to terminate the Contract for any of the following reasons:

- (a) In the event of any order of any court or other public authority, other than the Owner, causing the Work to be stopped or suspended, and when the period of such stoppage or suspension exceeds NINETY (90) CALENDAR DAYS, and when such stoppage or suspension occurs through no act or fault of the Contractor, his agent, or servants; or
- (b) In the event that the Owner fails to pay, except as provided in the Contract Documents, any sum certified by the Engineer or owing under this Contract within sixty (60) days from the due date of payment, and fails to remedy such default within thirty (30) days of the Contractor's written notice to do so.

In either event, the Contractor will receive from the Owner payment for all work performed and losses sustained in respect of any materials. For termination under (a) above, the Owner will not be liable for any such loss of anticipated profits, damages, or expenses incurred by the Contractor as a result of such stoppage or suspension, but under (b) above, the Contractor will be paid for loss of profits, damages and expenses. Such termination shall be effective upon the Contractor giving notice thereof.

The amount due to the Contractor for work performed and losses sustained shall be determined by the Engineer and certified by him to the Contractor and to the Owner.

20. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any of the Contractor's work, as specified herein and shown on the drawings, depends upon the work of any other contractor, the Contractor shall inspect and measure the work in place and determine whether anything in such work renders it unsuitable for proper execution of his work. He shall promptly report the results of such inspection and measurement to the Engineer if anything in such work renders it unsuitable for proper execution of his work. His failure to inspect and report promptly shall constitute an acceptance of the other contractor's work and he shall have no claim against the Owner by reason of anything in such work rendering the same unsuitable for proper execution of his work.

21. SUBCONTRACTS

The subcontractors named in the Tender Form, and others as may be approved by the Engineer following execution of the Contract, shall not be changed nor shall additional subcontractors be employed except with the written approval of the Engineer. The Contractor is responsible to the Owner for the acts and omissions of his

subcontractors and of their employees, to the same extent that he is responsible for the acts or omissions of persons employed by himself. Nothing in the Contract Documents shall create any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor to the terms of the Contract Documents.

The subcontracts shall contain a provision that the Certificate of Completion of the work by the subcontractor shall be binding on the Contractor and the subcontractor.

22. ORAL AGREEMENTS

No oral instruction, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a waiver or modification thereof in writing and agreed to by the parties to the Contract.

23. NON-WAIVER

Any failure by the Owner or the Engineer at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of the Contract will not constitute a waiver of such terms or conditions and will not affect or impair such terms or conditions in any way or the right of the Owner or the Engineer at any time to avail itself or himself of such remedies as it or he may have for any breach of such terms or conditions.

No provision in the Contract which imposes or may be deemed to impose extra or specific responsibilities or liabilities on the Contractor shall restrict the general or other responsibilities or liabilities of the Contractor in any way.

24. MATERIALS BY CONTRACTOR

Not applicable.

25. MATERIALS BY OWNER

See Operational Specifications.

26. MATERIALS STORAGE

See Operational Specifications.

27. TESTING, REJECTED WORK AND MATERIALS

Not applicable.

28. OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform the work in accordance with the Contract, the Owner may, without notice and without prejudice to any other remedy he may have, correct such deficiencies. The cost of work performed by the Owner in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

29. PERSONNEL

All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any person used by the Contractor or its subcontractor who, in the opinion of the Engineer, does not perform his work in a skilful manner, or appears to be incompetent or to act in a threatening, violent, unsafe, disorderly or intemperate manner shall, at the written request of the Engineer, be removed from the site of the work immediately and shall not be employed again in any portion of the work without the approval of the Engineer.

30. GUARANTEE PERIOD

Not applicable.

31. WORKERS' COMPENSATION INSURANCE

Prior to commencing the Work and prior to receiving payment on completion of the Work, the Contractor shall provide evidence of compliance with the requirements of the *Workers' Compensation Act*, including payments due thereunder.

At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself and his subcontractors.

32. DAMAGE TO WORK

The Contractor shall be responsible for all loss and damage whatsoever which may occur on or to the works. In the event of any loss or damage occurring, the Contractor shall, on notice from the Engineer, immediately put the works into the condition it was immediately prior to such loss or damage all at the Contractor's expense, except where such loss or damage was caused solely by an act of the Owner.

33. INDEMNITY

The Contractor shall release, save harmless and indemnify the Owner and its directors, officers and employees, servants, agents, and the Engineer from and against all claims, actions, costs, expenses, judgements, damages, fines and fees of whatever kind, including solicitors' fees on a solicitor and own client basis, which the Owner or any other person, partnership or corporation may have or incur and which arises out of or in connection with any act or omission or alleged act or omission of the Contractor, his agents, employees or subcontractors in the execution of the Work and otherwise in the performance of or failure to perform the Contract. This Article shall survive the expiration or earlier termination of this Contract.

34. PERFORMANCE GUARANTEE

To ensure the faithful execution and proper fulfilment of the Contract, the Contractor shall provide the Owner, at the time of execution of the Contract, a Performance guarantee in the form of an Irrevocable Letter of Credit in the amount of Five Hundred Thousand Dollars (\$500,000.00) for the term of the Contract plus sixty (60) days.

The Performance Guarantee Letter of Credit must be issued by a bank licensed to conduct business in the Province of British Columbia or a Victoria branch of a bank licensed to conduct business in the Province of British Columbia and shall be provided on the form contained within the Contract documents or an accepted alternative form.

Notwithstanding anything contained elsewhere in the Contract documents, the Owner shall not be required to make any payment whatever to the Contractor until the Performance Guarantee Letter of Credit, duly executed has been delivered to the Owner.

35. PATENTS AND ROYALTIES

The Contractor shall pay all royalties and licence fees with respect to and shall assume the defence of and indemnify the Owner and the Engineer, their employees, officers and agents from all claims relating to inventions, copyrights, trademarks, or patents used in doing the Work and in the subsequent use and operation of the work or any part thereof upon completion. The Contractor shall not be liable hereunder with respect to any claims arising from a construction method, process or equipment specified by the Owner in the documents submitted to the Contractor before he submitted his tender.

36. PERMITS AND REGULATIONS

The Contractor shall, at his own expense, procure all permits, certificates and licences required for the construction of the Work save insofar as the Contract Documents specifically provide otherwise and shall comply with all federal, provincial, and local laws, regulations and by-laws affecting the execution of the work,.

The Owner will obtain all necessary governmental approvals for the design of the completed work, and all permits and licences required by law for the completed works.

37. SAFETY REQUIREMENTS

The Owner is the Prime Contractor as defined in Part 3 of the *Workers' Compensation Act* of the Province of British Columbia and shall note this fact on the Notice of Project submitted to WorkSafeBC. A copy of the Notice of Project will be posted on site and another delivered to the Engineer.

Notwithstanding the above, the Owner may from time to time assign the responsibilities of Prime Contractor to another contractor in writing. When a contractor has been assigned the obligations of Prime Contractor, the contractor will become the Prime Contractor and will be required to comply with all of the regulatory requirements for Prime Contractor. Compensation for performing the requirements of Prime Contractor will only be considered when the Owner did not previously disclose these obligations.

The Contractor shall comply with the provisions and amendments thereto of the *Workers' Compensation Act* of the Province of British Columbia, the WorkSafeBC Occupational Health and Safety Regulation and all other applicable federal, provincial, regional and municipal laws, Owner's policies and procedures, ordinances, codes and regulations. Where any of these are in conflict the more stringent shall be followed.

The Contractor is responsible to assess the scope of work, project site and surrounding environment and determine if hazards exist.

Refer to Appendix A for Owner's declaration of known hazards associated with the property.

The Contractor is responsible for all functions related to the coordination of the health and safety activities at the job site in accordance with the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation and the amendments thereto. This requirement shall apply during the Contract period and not be limited to normal working hours.

Throughout the duration of the project the Contractor will ensure that all workers on site are complying with *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation. This will include periodic inspections of the workplace and follow through with documentation of actions taken.

The Owner will post at the site the name of the qualified Workplace Safety Coordinator.

The Contractor will ensure a copy of the site-specific safety program, written procedures designed to protect the health and safety of workers at the site and the *Workers' Compensation Act* and WorkSafeBC Occupational Health and Safety Regulation are available on site.

The Owner will ensure that the person who is appointed as the Workplace Safety Coordinator is qualified, by reason of a combination of training, education and experience to perform the required duties effectively.

When conditions or activities on the site affect the workers of more than one employer, or where there are overlapping or adjoining work activities by two or more employers, the Owner will ensure that the Workplace Safety Coordinator coordinates the occupational health and safety activities at the site.

The Contractor will alert all workers to all reasonably foreseeable hazards to which they are likely to be exposed.

The Contractor will hold meetings as often as necessary with the other contractors on the site to discuss hazards, overlapping work, scheduling, work sequencing and the controls that are in place to reduce the risk to workers.

The Contractor will also hold weekly "tailgate" meetings with all workers to alert them to the sequence of work and the hazards being created by the work. Accidents and near misses will be discussed as well as the procedures in place to reduce the risk to workers.

The Workplace Safety Coordinator will conduct weekly safety inspections to ensure all contractors are meeting their contractual obligations and not allowing unsafe conditions to develop.

In an emergency affecting the safety of life, or of the works, or of adjoining property, the Contractor, without the necessity of authorization from the Engineer, shall act in a responsible manner to prevent loss or injury.

The Contractor shall satisfy the Engineer that a jobsite specific construction safety program has been developed in accordance with the WorkSafeBC Occupational Health and Safety Regulation, and safe work practices and procedures of WorkSafeBC, and shall incorporate all of the Owner's site requirements and restrictions.

The Contractor shall provide the Engineer, prior to commencement of the work, the WHMIS 2015 Safety Data Sheets and site specific precautions for the application of all controlled chemical products including any products that require local or general ventilation control.

The Contractor shall, without further order, provide and maintain at all times during the progress or suspension of the work, suitable barricades, fences, signs, signal lights and traffic control persons as are necessary to ensure the safety of the public and those engaged in the work. All work shall be carried out in a manner that will cause the least interruption to vehicular and pedestrian traffic and access to commercial and other private property and the Contractor shall, without further order, provide and maintain at all times during the progress or suspension of work, signs as are necessary to advise the public of access to commercial property.

Where work requiring the use of cranes or large equipment is to be carried out and the limits of approach to power lines could be violated, the Contractor shall prepare and submit to the Engineer, prior to starting the work, a detailed written work procedure prepared in consultation with the site foreman and superintendent.

The Contractor shall provide a worker check system to ensure the health and safety of the employees while working at the Hartland Landfill. The Contractor must develop and implement a procedure for checking a worker's well-being including time intervals.

Work in confined spaces will be performed in accordance with the WorkSafeBC Occupational Health and Safety Regulation. Prior to commencement of work, the Contractor shall submit a copy of their confined space entry program including written confirmation of training and instruction of confined space personnel.

Any notice of violation issued to the Contractor, Sub-contractor, other worksite employer or worker by the Workers' Compensation Board for non-compliance of WorkSafeBC Occupational Health and Safety Regulations shall be considered a breach of Contract and may result in termination or suspension of the Contract and/or any other actions deemed appropriate, all at the discretion of the Owner.

Level 2 first aid services are provided by the Owner during the hours of 6:30 a.m. to 5:30 p.m., Monday to Friday and 6:30 a.m. to 3:30 p.m., Saturdays. In all cases, the Contractor shall provide the means of summoning first aid services to their respective places of work. If the Contractor is permitted to work outside the normal working hours, the provision of first aid services shall be the responsibility of the Contractor and must conform to the first aid section of the WorkSafeBC Occupational Health and Safety Regulation for high risk workplaces.

38. EMERGENCIES

The Engineer has authority in an emergency to stop the progress of the work whenever in his opinion such stoppage may be necessary to ensure the safety of life, or the work, or neighbouring property. This includes authority to make changes in the work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in his opinion be necessary. The Engineer shall within TWO (2) WORKING DAYS confirm in writing any such instructions. In such a case if work has been performed under direct order of the Engineer, the Contractor shall keep his right to claim the value of such work.

39. NOTICE TO PROCEED

Following the execution of the Contract by the Contractor and the provisions of the required bonds and insurance policies, a written Notice to Proceed with the Work will be given to the Contractor by the Owner. The Contractor shall begin work on the day identified in the Notice to Proceed and shall proceed with the Work regularly and without interruption thereafter, unless otherwise directed in writing by the Engineer or Owner.

40. FAILURE TO COMPLETE ON TIME

Not applicable.

41. SCHEDULE OF COMPLETION

Not applicable.

42. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Contractor shall proceed with the work as changed and the work shall be executed under the provisions of the Contract. No change shall be undertaken by the Contractor, without written order of the Engineer, except in an emergency endangering life or property, as described in Article 38, and no claims for additional compensation shall be valid unless the change was so ordered. No payment for extra work or changes in any contract will be entertained by the Owner unless a "Change Order" form is completed and signed by the Engineer and Contractor.

If, in the opinion of the Engineer, such changes affect the Contract amount, this will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount, and the method of determining such value, shall be decided by the Engineer.

If the Contractor and the Owner cannot agree on the method of determining such value, the Engineer shall decide and certify the value to be used which is in his opinion fair and reasonable to both parties and his decision shall be final, subject only to Article 58.

43. FORCE ACCOUNT WORK

Not applicable.

44. EXTENSION OF CONTRACT TIME

Not applicable.

45. USE OF COMPLETED PORTIONS

Not applicable.

46. PROGRESS PAYMENTS

At the end of each calendar month the Engineer will calculate all progress payments for that month and will prepare certificates for payment by the Owner. Where unit prices apply, payment will be calculated on the basis of the tendered prices and the units of work completed as determined by the Engineer. Where a lump sum price applies, payment will be calculated on the basis of the Engineer's estimate of the percentage of work completed.

The payment certificate shall show as of the end of the last day of each calendar month the value of all labour and materials incorporated into the works, including extras, and all adjustments previously made whether additions or deductions. The certificate shall also show the aggregate of previous payments, the amounts withheld to comply with the builder's lien legislation, and the amount, if any, of the holdback released in respect of completed subcontracts. Except in respect of the final progress payment, the gross amount shown on such certificate, less the aggregate of all previous payments, previous sums withheld, and the amount then required to be withheld to comply with the applicable builder's lien legislation as set out below, shall become due and be payable by the Owner to the Contractor on or before the last day of the next month. In those cases where the work is such that the builder's lien legislation does not apply or does not require the retention of a holdback, the Owner will nevertheless retain holdbacks to the same extent as if such legislation applied to the work.

Ten percent (10%) of each progress payment shall be retained by the Owner to comply with the *Builders' Lien Act* until payment is due in accordance with the provision of Article 54.

This agreement shall operate on Tendered prices for the first year of the term (the first year being from commencement until the end of December 31, 2020). Thereafter, on the first day of January, 2021 and each year thereafter for the term, the Tendered or previous price shall be increased by 1.5%. In no case shall the Tendered amount increase more than 1.5% for each period of the term.

The payment of the annually adjusted amount, if any, as set out above will be made by the Owner to the Contractor on a monthly basis.

47. STATUTORY DECLARATION

The Contractor shall, prior to receiving payment on each progress certificate, provide to the Owner a Statutory Declaration, stating that "all employees, sub-contractors and suppliers used in connection with the Work have been fully paid and satisfied by the Contractor, and that all fees and assessments have been paid or are in good standing, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against the Owner's lands or against any materials or equipment for work done under the Contract."

The Form of the Statutory Declaration shall be as laid out herein:

STATUTORY DECLARATION

IN THE MATTER OF:

Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005

TO WIT:

I, _____
(Contractor to fill in name and company address)

in the Province of British Columbia do solemnly declare

1. That I am _____
(Official Position with the company and name of company)
and as such have personal knowledge of the facts hereunder declared.
2. That all employees, subcontractors and suppliers used in connection with the Work have been fully paid and satisfied by the Contractor, and that all fees and assessments have been paid or are in good standing for the month end _____, and that there is no claim outstanding or pending in respect of the Work carried out and that no lien has been filed against the Owner's Lands or against any Materials or Equipment used in connection with the Work or work done under the Contract.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED BEFORE ME AT THE

_____ of)	
)	
_____ in)	
the Province of British Columbia, on this)	_____
)	Signature of Contractor's
)	Authorized Representative
day of _____, 20____)	
)	
A Commissioner for taking Affidavits for)	
British Columbia)	

48. PAYMENT WITHHELD

Upon receipt of a certificate in writing from the Engineer stating that, in his opinion, justification exists and stating the basis and the amount of such deduction, the Owner may withhold or nullify, on written notice to the Contractor specifying the ground or grounds relied on, the whole or part of any progress payment to the extent necessary to protect himself from loss on account of one (1) or more of the following:

- (a) That the Contractor is not making satisfactory progress in the opinion of the Engineer;
- (b) That defective work is not being remedied at all or in a manner satisfactory to the Engineer;
- (c) That a claim or claims of lien has been filed against the lands and premises on which the work is done or is being done, or reasonable evidence of the probable filing of such claims or claims of lien;
- (d) That the Contractor is failing to make prompt payments as they become due to subcontractors or for material or labour; or
- (e) That there exist unsatisfied claims for damages caused by the Contractor to anyone employed on the site or in connection with the work.
- (f) That the Contractor owes a debt to the Owner under a separate contract, agreement or offer between the Owner and the Contractor which remains unpaid for more than THIRTY (30) CALENDAR DAYS from the last day of the month in which the invoice was issued.

Where subcontractors or suppliers of materials are not receiving prompt payment, the Owner may make payment to such subcontractors or suppliers directly and deduct the amount of such payments from amounts otherwise due to the Contractor.

49. BUILDERS' LIENS

The Contractor shall remove or cause to be removed all claim of lien or liens filed or registered against the lands and premises on which the work is being performed which claim of lien or liens arise out of anything done or to be done under the Contract. Such removal shall be effected by the Contractor forthwith upon demand by the Owner or the Engineer.

The Owner shall release a holdback in respect of a completed subcontract if a Certificate of Completion has been issued in respect of that subcontract and the holdback period established under the *Builders' Lien Act* has expired without any claims of a lien being filed that arose under that subcontract.

Notwithstanding anything elsewhere contained in the Contract Documents, the Contractor shall indemnify and hold harmless the Owner from all demands, damages, costs, losses and actions arising in any way out of claims of lien or liens which arise out of anything done or to be done under the Contract whether the lien period binding on the Contractor has expired or not.

The obligations imposed on the Contractor by the provisions of this Article 49 shall not extend to claims of lien or liens properly and lawfully filed by the Contractor himself.

50. COMPLETION AND NOTICE OF ACCEPTANCE

When the Contractor is of the opinion that he has substantially performed the work, he shall inspect the work to ensure that all work has in fact been substantially performed, that it is in a clean and tidy condition and that it is ready for use by the Owner. He should then submit a written request to the Engineer to determine whether the Contract has been substantially performed. The Engineer will make an inspection and if he determines that the Contract has been substantially performed, he shall so advise the Owner and the Contractor, and a Certificate of Completion will be issued in accordance with the *Builders' Lien Act*.

The Engineer will notify the Contractor in writing of any defects or deficiencies which require correction. When the defects or deficiencies have been corrected and the work is ready in all respects for acceptance by the Owner and the Contractor has submitted to the Engineer a written statement that all claims and demands of the Contractor for extra work or otherwise in connection with the Contract have been presented in writing to the Engineer, and after the Letter of Credit has been deposited in accordance with Article 30 and after the statutory declaration required under Article 47 has been provided, the Engineer will recommend to the Owner that a Notice of Acceptance be issued to the Contractor. The Owner, subject to their acceptance of the Engineer's recommendation, will issue the Notice of Acceptance.

51. PARTIAL COMPLETION AND NOTICE OF PARTIAL ACCEPTANCE

At the end of each calendar year the Owner shall issue a partial completion certificate. The Owner shall then release the holdback amount on an annual basis provided the work has been performed to the satisfaction of the Owner and in accordance with the contract requirements.

52. FINAL PROGRESS PAYMENT

The final progress payment certificate will be prepared following the issuance of the Notice of Acceptance. The Engineer will review with the Contractor all work quantities and all claims and demands of the Contractor for extra work in connection with the Contract. The final progress payment certificate will show the total amount of the payment due to the Contractor less the amount required to be retained under the applicable lien legislation.

The final progress payment shall be made by the Owner within THIRTY (30) CALENDAR DAYS of the date of the final progress payment certificate.

53. PROGRESS PAYMENT AFTER PARTIAL COMPLETION

Not applicable.

54. RELEASE OF HOLDBACK

A Certificate of Completion, shall be conclusively deemed between the Owner and the Contractor to start the period within which liens must be filed by the Contractor under the applicable lien legislation, and holdback must be released by the Owner.

The Owner shall pay the holdback to the Contractor within FOURTEEN (14) CALENDAR DAYS of the expiry of the statutory time for release of holdback, provided that:

- (a) The Contractor has provided to the Owner a certificate from the proper office to register liens to prove that, as of a date TWO (2) CALENDAR DAYS after the expiry of the statutory period, no notice of lien or liens has been filed or other matters recorded to make effective any lien;
- (b) The Contractor has complied with any conditions imposed by the Owner in his acceptance of the recommendation of the Engineer to issue a Notice of Partial Acceptance;
- (c) The Workers' Compensation Board has, at the request of the Contractor, filed with the Owner a certificate that all assessments due to the Board by the Contractor have been paid, such certificate being dated after the expiry of the statutory period for filing liens;
- (d) If, under the applicable lien legislation, there is no person who can provide the certificate referred to in (a) above, in which case the Contractor shall furnish to the Owner a Statutory Declaration, dated not earlier than SEVEN (7) CALENDAR DAYS after the expiry of the statutory lien period, stating why no certificate as is referred to in (a) above is possible, and stating that all employees, subcontractors and suppliers used in connection with the work have been paid and satisfied by the Contractor and that there is no claim outstanding or pending in respect of the work carried out and no lien has been filed against the Owner's lands against any materials or equipment used in connection with the work; and
- (e) The Contractor has certified to the Owner that there are no funds owing by the Owner to the Contractor other than those funds held back.

The statutory period within which liens must be filed is FORTY-FIVE (45) CALENDAR DAYS after the Certificate of Completion was issued, and the statutory period for the release of holdback is FIFTY-FIVE (55) CALENDAR DAYS after the Certificate of Completion was issued.

55. INSURANCE

Without restricting the generality of Article 33, Indemnity, the Contractor shall, at his own expense, provide and maintain the following insurance coverages listed herein unless otherwise stipulated.

Each policy shall contain a clause stating that: "This policy will not be cancelled or materially changed without the Insurer giving at least THIRTY (30) CALENDAR DAYS' notice by registered mail to the Owner."

Unless specified otherwise the duration of each insurance policy shall be from the date of Notice to Proceed until the date of the Owner's Notice of Acceptance.

Certified copies of these policies shall be filed by the Contractor with the Owner within FOURTEEN (14) CALENDAR DAYS after the date of written notification of the acceptance of his tender, and prior to commencement of the work or the supply of materials. Wherever the word "Owner" or "Engineer" is to appear in these policies, the legal name shall be inserted.

The Contractor shall be responsible for any deductible amounts under the policies. The cost of all insurance required by this Contract shall be included in the Total Tendered Amount.

If the Contractor fails to provide or maintain insurance as required by this Article 55, then the Owner shall have the right to provide and maintain such insurance and give evidence thereof to the Contractor. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may deduct the costs thereof from monies which are due or may become due to the Contractor.

Comprehensive General Liability Insurance

Comprehensive General Liability insurance acceptable to the Owner with limits of liability of not less than \$5,000,000 inclusive, for bodily injury and property damage for any one occurrence or series of occurrences arising out of one cause and not less than \$5,000,000 for personal injury.

The insurance shall be in the joint names of the Contractor and the Owner.

The Comprehensive General Liability insurance shall include but not necessarily be limited to the following coverage:

- (a) premises and operations liability;
- (b) blanket contractual liability;
- (c) bodily injury and property damage on an "occurrence" basis;
- (d) "Broad Form" property damage including the loss of use of property;
- (e) owner's and contractor's protective liability;
- (f) contingent employer's liability;
- (g) personal injury liability arising out of false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry;
- (h) cross liability or severability of interest clause

Automobile Liability Insurance

Automobile Liability insurance in respect of licensed vehicles shall have limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death, and damage to property, in the following forms:

- (a) standard non-owned automobile policy including standard contractual liability endorsement;
- (b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by or on behalf of the Contractor.

The policy shall provide that, in the event of a loss or damage, payment shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner and himself for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined the Contractor shall proceed to restore the Work. Loss or damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of Contract time relative to the extent of the loss or damage as the Engineer may decide in consultation with the Contractor.

Contractor's Equipment Insurance

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Owner and/or Engineer will not be liable for any loss or damage to Contractor's equipment including loss of use thereof. Each and every policy insuring Contractor's equipment to be used on this project shall contain the following clause:

"It is agreed that the right to subrogation against the Owner and the Engineer or any of their parent, subsidiary or affiliated companies or corporations or any employee thereof is hereby waived."

56. GOODS AND SERVICES TAX (GST)

Federal law states that a five percent (5%) tax be paid on all goods and services. The Contractor is required to identify this tax on all invoices and the Owner is liable to pay this amount to the Contractor.

57. NORMAL HOURS OF WORK

Normal operating hours shall be between the hours of 7:00 am and 5:00 pm Monday to Friday, on Saturdays from 7:00 am to 2:00 pm, and statutory holidays from 10:00am to 2:00pm. The Contractor shall not be permitted to move equipment on to or off of the landfill property outside of normal working hours. Similarly, the Contractor shall not be permitted to receive fuel or supplies or conduct equipment maintenance work outside normal working hours, unless permission is granted in advance and in writing by the Engineer.

58. DISPUTE RESOLUTION

(a) Basic Process

A Dispute between the parties shall be resolved in accordance with the Dispute resolution process set out in this Article. The steps in the process must be followed in the order set out below unless both parties agree otherwise in writing:

- i) request/obtain initial decision from the Engineer under Article 6;
- ii) deliver Dispute Notice;
- iii) appoint and obtain decision of Referee;
- iv) demand Settlement Meeting;
- v) If both parties agree, proceed to arbitration; otherwise proceed to litigation.

For reference, a schematic diagram of the steps in the process is provided in Article 60. If there are any inconsistencies between the diagram and the wording of this Article then the wording of this Article prevails.

(b) No Delay

The Contractor shall not delay the work or any portion of the work on account of any Dispute, or any proceeding taken under this Article.

In the event of a Dispute, the Engineer shall give such instructions as in his opinion are necessary to achieve the proper performance of the work and to prevent delays. The parties shall immediately comply with such instructions. Such compliance shall be without prejudice to either party's rights under the Contract.

If it is subsequently determined that such instructions were at variance with the Contract, or constituted a change in the scope of the Work, then such compliance shall be considered a change in the Work under Article 42. If the Contractor intends to make a claim that such compliance is a change in the Work under Article 42, then the Contractor shall prepare and submit cost records in accordance with Article 43. The Owner shall not be liable to pay for any work based on force account for which the daily force account records were not prepared and submitted under Article 43.

(c) Initial Decision of Engineer

Neither the Owner nor the Contractor shall be entitled to pursue any Dispute without first requesting an initial decision from the Engineer under Article 6.

(d) Dispute Notice

A party shall not be entitled to pursue a Dispute but shall be conclusively deemed to have accepted the decision of the Engineer rendered under Article 6 with respect to any Dispute unless, within TEN (10) WORKING DAYS after receipt of the Engineer's decision, the disputing party gives a written notice of dispute (the "Dispute Notice") to the other party and to the Engineer.

If the Contractor or the Owner is of the opinion that the Engineer has failed or refused within a reasonable time:

- i) to render a decision as required by Article 6, or
- ii) to give any other direction or instruction required by the Contract Documents,

then the disputing party may give the Engineer THREE (3) WORKING DAYS written notice to remedy the alleged failure or refusal. If at the end of the THREE (3) WORKING DAYS, the disputing party is not satisfied with the Engineer's action, then the disputing party may give a Dispute Notice and the provisions of this Article shall apply.

The Dispute Notice shall include particulars of the Dispute reasonably available to the disputing party, including any claimed adjustments to the Contract time or Total Tendered Amount, and the provisions of the Contract Documents on which the disputing party relies.

A Dispute Notice shall be given by separate written notice delivered to the other party and mention of a dispute in minutes of meetings or similar documents, even if received by the other party and the Engineer, shall not qualify as a Dispute Notice.

(e) Negotiation

The parties shall make all reasonable efforts to resolve a Dispute by amicable negotiations and shall provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

For the purpose of negotiating a Dispute, each of the parties shall consider appointing new representatives, where possible, who have not been directly involved in the work, although neither party shall be obligated to do so.

(f) Referee

Before proceeding further with the Dispute, including demanding a Settlement Meeting, requesting arbitration, or commencing litigation, a disputing party shall obtain a decision on the Dispute from a Referee, appointed as set out below. The Referee's review may be omitted only with the written approval of both parties.

If a Dispute is not completely resolved by the parties through negotiations within FIVE (5) WORKING DAYS of the delivery of the Dispute Notice, then either party may initiate the appointment of a Referee in accordance with this clause if that party wishes to proceed with dispute resolution, unless the parties agree in writing to proceed to a Settlement Meeting.

The procedure for the appointment of a Referee shall be as follows:

- i) a party shall submit in writing the names of three acceptable candidates for Referee to the other party;
- ii) the parties shall, by negotiations, decide upon the identity of the Referee who need not be one of the three persons on the list submitted under I);
- iii) if the parties have not agreed upon a Referee within THREE (3) WORKING DAYS of the submission of names under I), then either party may request in writing the *Master Municipal Construction Document Committee of the Consulting Engineers of British Columbia* to appoint the Referee without further consultation and the parties shall accept the Committee's appointment. If for any reason the Committee fails to appoint a Referee within FIVE (5) WORKING DAYS of the written request, then such failure shall be deemed to be an agreement between the parties to waive the Referee process and either party may request a Settlement Meeting and proceed with the remaining steps in the Dispute resolution process as described below.

If a Referee is selected for appointment as provided by this Article, then the parties shall enter into an agreement with the Referee by signing a letter in the form as set out in Article 59. A failure or refusal by either party to sign a copy of the above letter to appoint a Referee selected by the other party in accordance with the provisions of the Contract Documents shall be considered a default under this Contract and the provisions of Article 18 or Article 19, as the case may be, shall apply, except that the time period to sign the letter and remedy the default shall be ONE (1) WORKING DAY.

Upon receipt of a letter of appointment, in the form set out in Article 59, and a copy of the Dispute Notice, the Referee shall have the authority to review the Dispute.

The fees, disbursements and other costs of the Referee, in the amounts as agreed between the parties and the Referee as set out in the letter of appointment, shall be shared equally by the Owner and the Contractor. The Referee shall submit all invoices directly to the Engineer. The Owner shall pay the Referee all amounts properly owing to the Referee as set out in such invoices, and deduct 50% of such amounts from any amounts owing by the Owner to the Contractor.

The Referee shall conduct a review of the Dispute in the manner the Referee decides is most suitable, including a review of the Contract Documents, the Engineer's initial decision, the Dispute Notice, the other party's reply, if any, an inspection of the place of the work and discussions with any persons. The parties shall comply with all reasonable requests from the Referee for additional information and documents which the Referee considers necessary for the review. Any information given to the Referee by one party shall also be given to the other party.

The Referee may, with the written approval of both parties, retain others to assist with the review.

The Referee shall render a brief written decision on the Dispute, with copies to both parties within TEN (10) WORKING DAYS of the Referee's appointment or such longer period as agreed to in writing by both parties. The decision shall include consideration of the amount, if any, of an adjustment of the Contract time and Total Tendered Amount that should be made arising out of the matters relating to the Dispute.

After a lapse of TEN (10) WORKING DAYS from the time when the Referee delivers the Referee's written decision on the Dispute to both parties then, as the final duty regarding the Dispute, the Referee shall promptly ask each party whether the Dispute has been settled, and then provide a written report to each party summarizing the Referee's understanding of the status of the Dispute.

If both parties have given Dispute Notices relating to the same matters (claim and counterclaim) then the Referee shall consider both Dispute Notices at the same time and the Referee's decision shall be with respect to both Dispute Notices.

A Referee appointed to review a Dispute shall, subject to the timely availability of that Referee, be the Referee to review all other Disputes arising under the Contract unless the parties agree otherwise.

A Referee's decision is not binding on the parties, and a Referee's review shall be sought only for the purpose of assisting the parties to reach agreements with respect to the Dispute.

A Referee who has made a decision on a Dispute may be retained by either or both parties, to assist in mediation or settlement proceedings with respect to that Dispute conducted pursuant to this Article. A Referee may not be called by either party to give evidence with respect to the Dispute in any subsequent arbitration or litigation proceeding to resolve the Dispute, nor shall either party refer to or enter into evidence the decision of the Referee in such proceedings.

The parties will agree to release and save harmless the Referee from any liability arising from a review undertaken by the Referee.

(g) Settlement Meeting

If the Dispute is not completely resolved by agreement between the parties within TEN (10) WORKING DAYS of the receipt of the Referee's decision, then either party may give the other party written demand for a settlement meeting (the "Settlement Meeting"). A Settlement Meeting will be a meeting of a senior representative(s) of the parties who will meet to attempt to resolve the Dispute. If possible the representatives will be persons who have not previously been directly involved with the matter in Dispute. With the agreement of both parties the Settlement Meeting may be in the form of mediation conducted with the assistance of an independent mediator, acceptable to both parties.

The parties' representatives shall convene the Settlement Meeting within TWENTY (20) WORKING DAYS of the written demand for a Settlement Meeting.

A party shall not make a request for arbitration or commence litigation without first making a written demand for a Settlement Meeting.

(h) Arbitration or Litigation

If within FIVE (5) WORKING DAYS of the commencement of the Settlement Meeting, the matter is not settled by agreement, or if either party fails or refuses to participate in the Settlement Meeting within the time limit set out in this Article, then either party may request the other party to agree to submit the Dispute to binding arbitration, or may without further notice commence litigation.

The request for arbitration shall be made in writing and shall specify the issue or issues to be submitted to arbitration, and shall name a person to act as arbitrator. Within FIFTEEN (15) CALENDAR DAYS after receipt of such written request, the other party by written notice shall choose and name a second arbitrator. The two (2) arbitrators so chosen shall immediately and jointly select a third arbitrator, giving written notice to both parties of the choice, and fixing a place and time for meeting not later than THIRTY (30) CALENDAR DAYS after the date of selection of the third arbitrator, at which both parties may appear and be heard, regarding the dispute. If the two (2) arbitrators fail to agree upon a third arbitrator, or in case the party notified of the request for arbitration fails to name the second arbitrator within the time stipulated, the third arbitrator (or the second arbitrator as the case may be) upon the application of either party, of which the other shall be given notice, shall be named by a Justice of the Supreme Court of the Province of British Columbia. The parties may agree to submit the matter to one (1) arbitrator.

The arbitration shall be carried out under the *Commercial Arbitration Act* (British Columbia). The decision of the arbitrator(s) shall be made in writing within THIRTY (30) CALENDAR DAYS after the completion of hearings, and when signed by a majority of them shall be final and conclusive upon the parties thereto.

Arbitration proceedings shall not take place until after the completion or alleged completion of the work except; (a) on a question of certificate for payment; or (b) in a case where either party claims that the matter in dispute is of such a nature as to make immediate arbitration proceedings necessary while the evidence is available. The arbitrator(s) in their decision shall determine which party shall bear all or a portion of the costs and expenses of the arbitration including the fees of the arbitrator(s), and the arbitrator(s) may in any decision allocate costs and expenses between the parties.

(i) Strict Compliance with Time Limits

The parties agree that timely resolution of any Dispute is mutually beneficial and, in order to achieve timely resolution the time limits, as set out in this Article, shall be strictly enforced.

59. LETTER AGREEMENT WITH REFEREE

Letter Agreement with Referee

REFEREE

(Name and Address of Referee)

(the “*Referee*”)

PROJECT

Contract:

(Title of Contract)

Contract No.:

(Owner’s Contract Reference No.)

BETWEEN:

The CAPITAL REGIONAL DISTRICT
625 Fisgard Street, PO Box 1000
Victoria, BC V8W 2S6

(the “*Owner*”)

AND:

(Name and Office Address of Contractor)

(the “*Contractor*”)

We write to confirm your appointment as a Referee under the above Contract. The terms of your appointment are as contained in Article 58 of the General Conditions of the Contract Documents. The parties specifically confirm all terms and conditions stated in the Referee clause in Article 58 and agree to release and save harmless the Referee from any liability arising from a review undertaken by the Referee.

We confirm that you agree to review any Disputes in accordance with the Contract Documents that may be sent to you by either of the parties, and perform the functions of a Referee as described in the Contract Documents. The written Dispute and related materials, including a copy of the Contract Documents, shall be forwarded to you.

We confirm that your daily/hourly rate for fees is \$ _____. In addition to your invoiced fees the Owner will pay any and all reasonable disbursements incurred in providing your services.

Please submit your invoices on a monthly basis directly to the Engineer. The Owner shall make payment within THIRTY (30) CALENDAR DAYS of receipt.

Please confirm your agreement to the terms as set out in this letter by signing a copy of the enclosed letter and returning it to the Engineer.

Authorized Signatory of Owner

Date

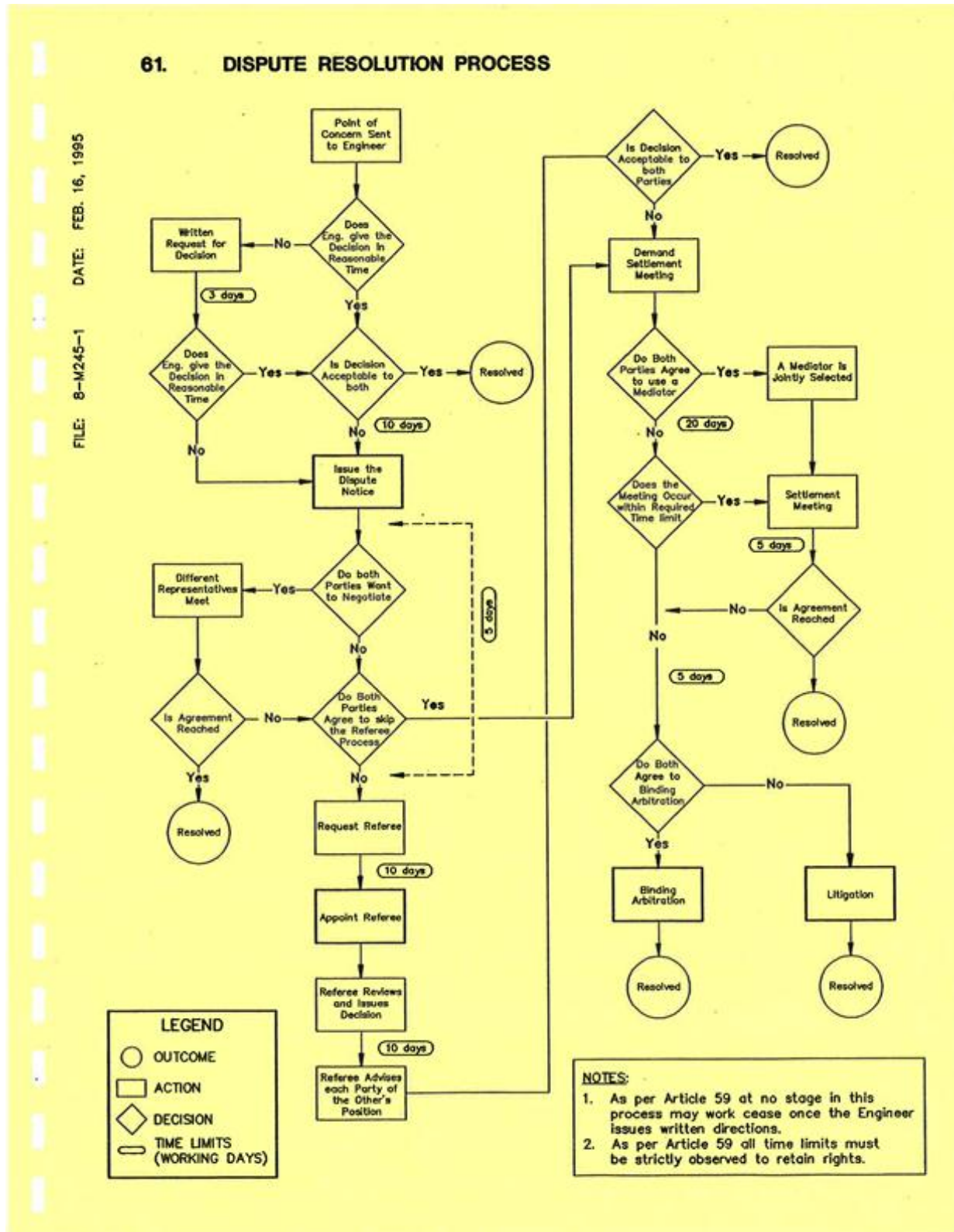
Authorized Signatory of Contractor

Date

Referee

Date

60. DISPUTE RESOLUTION PROCESS



61. DUTY OF CARE

The Contractor acknowledges that the Owner, in the preparation of the Contract documents, supply of oral or written information to tenderers, review of tenders or the carrying out of the Owner's responsibilities under the Contract, does not owe a duty of care to the Contractor and the Contractor waives for itself and its successors, and waives the right to sue the Owner in tort for any loss, including economic loss, damage, cost or expense arising from or connected with any error, omission or misrepresentation occurring in the preparation of the Contract documents, supply of oral or written information to tenderers, review of tenders or the carrying out of the Owner's responsibilities under the Contract.

62. FORCE MAJEURE

The Owner and the Contractor shall release, save harmless and indemnify each other of damages and liabilities for failure to observe or perform its obligations under this agreement, if such failure is caused by Force Majeure.

63. DISPUTED WORK

If, in the opinion of the Contractor, he is being required to perform work beyond that which the Contract requires him to do, whether at the direction of the Engineer or otherwise, he shall within five (5) days of first performing the Work, deliver to the Engineer a written Notice of Protest in the form prescribed below prior to proceeding with any of the disputed work. The five (5) day time period commences from the time of the direction of the Engineer or the time at which the Contractor determines that he is required to perform such work, whichever occurs first.

The Contractor shall keep accurate and detailed cost records indicating the cost of the work done under protest, and failure to keep such records shall be a bar to any recovery.

NOTICE OF PROTEST

DATE:

TO: The Engineer

FROM: The Contractor

RE: Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005

You have required me to perform the following work which is beyond the scope of the Contract:

(Set out details of work)

The additional cost and claim for this work is as follows:

(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records which will indicate the cost of the work done under protest and failure to keep such records shall be a bar to any recover by me.

64. DURATION OF CONTRACT

The duration of the Contract shall be from 6 a.m., July 1, 2020 to 5:59 p.m., June 30, 2025.

THE SPECIFICATIONS

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS

JULY 2020 TO JUNE 2025

CONTRACT 19-2005

OPERATIONAL SPECIFICATIONS

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PART 1 GENERAL

1.1.1 Background

- .1 This landfill shall be operated in accordance with the Environmental Management Act Operational Certificate MR 12659 issued to the Owner by the BC Ministry of Environment and following the guidelines outlined in the *Landfill Criteria for Municipal Solid Waste in British Columbia, 2nd Edition (2016)* and the Capital Regional District Solid Waste Management Plan. In addition, the Contractor must adhere to the Hartland Landfill Tipping Fee and Regulation Bylaw of the day and all Capital Regional District policies and procedures pertinent to the Contract.

1.1.2 Operating Hours

- .1 The landfill shall remain open to accept refuse from 7:00 a.m. to 5:00 p.m., Monday to Friday, 7:00 a.m. to 2:00 p.m., Saturday, and 10:00 a.m. to 2:00 p.m. on Statutory Holidays, 52 weeks per year, unless instructed by the Engineer and standard tender rates would apply.

The Contractor shall supply equipment and operator for as long as is necessary to properly dispose of and to cover the total daily refuse, controlled waste, and asbestos containing material in accordance with Division 2, Items 2.5 and 2.13 of these Operational Specifications.

The Owner will supply the schedule of Statutory Holidays to the Contractor.

There is to be no customer traffic on site prior to 7:00 a.m. and the Contractor is to refrain from operating their equipment prior to 6:30 a.m. or after 5:30 p.m. except as directed by the Engineer.

1.1.3 Drawings

- .1 A full set of drawings in support of this Contract is attached as Appendix A, including general cell construction figures, two specific filling plans for 167m Lift and 171m Lift and a generalized plan for trenching of Controlled Waste. Additional filling plans and construction drawings will be provided by the Engineer to the Contractor as needed. The Contractor shall follow each and every subsequent filling plans and/or drawings, unless otherwise directed by the Engineer.
- .2 Detailed drawings for the horizontal gas wells installation will be provided by the Engineer upon commencement of the Contract.
- .3 The Contractor shall examine all drawings in advance of construction and shall advise the Engineer of any apparent errors, discrepancies or inconsistencies, in order that the Engineer can provide instructions clarifying the design.
- .4 The Contractor shall also advise the Engineer of any discrepancies or apparent inconsistencies between the drawings and the Specifications, in order that the Engineer may clarify the intent of the Contract.

1.1.4 Sequence of Construction

- .1 The Contractor shall carry out the work of this Contract such that all aspects of the work are completed under conditions necessary for construction or application of materials as required by the Contract. Specific guidance on operating the Municipal Solid Waste (MSW) active face is provided in Division 2, Item 2.5. Specific guidance on operating the Controlled Waste Area is provided in Division 2, Item 2.6. Guidance for operating the Asbestos Area is provided in Division 2, Item 2.7.
- .2 The Contractor shall schedule the work such that the facility is open at all times during normal operating hours, as specified in Section 1.1.2. unless otherwise directed in writing by the Engineer. Disruption, delay and inconvenience to the Owner's normal operating areas and to incoming haulers customers' normal operations areas are to be kept to a minimum.

1.1.5 Materials Supplied by the Owner

- .1 The Owner shall supply cover materials. See Division 2, Item 2.13
- .2 The Owner shall supply signage, spotters, barricades, water, repair shop.
- .3 The Owner shall retain an independent Bird Control Contractor. The Contractor shall coordinate activities, and particularly Health and Safety issues with the Bird Control Contractor.
- .4 The Owner shall supply all materials and supplies to install the horizontal gas wells.

1.1.6 Extra Work

Any extra work, approved by the Engineer, on the landfill site will be charged for at the same rate as per this Contract.

1.1.7 Emergency Outside of Normal Work Hours

The Contractor shall have an on-call list of operators available within 60 minutes response time for emergency work outside of regular work hours. Payment will be at the contract rates (i.e. fire, snow, disaster debris management).

1.1.8 Required Equipment Supplied by the Contractor

As a minimum, the Contractor shall provide the following equipment which shall be at the landfill at all times and available to conduct the Work except where noted otherwise:

- .1 One **new** steel-wheeled compactor Caterpillar 836K or equivalent or better, as approved by the Engineer, with a minimum operating weight of 53,000 Kg or better, and production capacity of a minimum 1,000 tons per day, complete with air conditioning, that was originally designed and built for the purpose of compacting refuse at landfill sites and not converted from some other use. The Owner, at its discretion and expense, reserves the right to install and operate on the compactor a GPS based tracking technology that will monitor the compactor's utilization and compaction rates achieved. Compactor operating time will be monitored by GPS. The Owner reserves the right to adjust and/or limit the payment hours for the compactor should there be a discrepancy in the hours claimed vs GPS tracked. The Contractor shall comply with the Owner's request to install any type of monitoring system. Contractor should plan for 9.5 hours of operating time per weekday and 5.5 hours per Saturday.

Cleats and wheel seals and bearings must be maintained at all times to the manufacturer's recommended optimal specifications.

At the Owner's expense, the compactor shall be outfitted with a two-way radio communication system for the purpose of communicating with the Owner's landfill staff.

- .2 One steel wheeled compactor 826H or equivalent, as approved by the Engineer, with a minimum operating weight of 41,000kg or better, complete with air conditioning, that was originally designed and built for the purpose of compacting refuse at landfill sites and not converted from some other use. The Owner, at its discretion and expense, reserves the right to install and operate on the compactor a GPS based tracking technology that will monitor the compactor's utilization and compaction rates achieved. Compactor operating time will be monitored by GPS. The Owner reserves the right to adjust and/or limit the payment hours for the compactor should there be a discrepancy in the hours claimed vs GPS tracked. The Contractor shall comply with the Owner's request to install any type of monitoring system. Maximum standby hours for this piece of equipment will be 400 hours per year, and shall only be utilized with the approval of the Engineer.
- .3 One high track type dozer D8T or equivalent outfitted to push garbage, as approved by the Engineer, 350 hp or better, complete with enclosed operating compartment and air conditioning.
- .4 One 4 x 4 backhoe loader – 7,000 kg/80 hp complete with 4-in-1 bucket or better, complete with enclosed operating compartment and air conditioning.
- .5 One hydraulic track type excavator – 19,000 kg/120 hp with enclosed air conditioned operating compartment, complete with hydraulic thumb or better.
- .6 One hydraulic track type excavator 30,000 kg/200 hp with enclosed air conditioned operating compartment complete with hydraulic thumb or better.
- .7 A mobile, winterized water tank for fire control with minimum 5,000 litres capacity, on board pumps, and minimum 32 mm diameter, 40 m long hose complete with a nozzle able to spray at a sustained pressure of 100 psi or greater.

- .8 One articulated six wheel drive dump truck 30 tonne/300 hp.
- .9 A wheeled loader 175 hp with enclosed operating compartment complete with a minimum 3 m³ bucket or better.
- .10 A motor grader 150 hp on standby (one day notice).
- .11 One half-ton 4 x 4 crew pickup truck or better.
- .12 A water tanker truck with a minimum capacity of 5,000 litres, with spray bar, for the purpose of providing dust control as directed by the Engineer, and a 50 mm Ø hose connection and pump capable of pumping 400 litres per minute.
- .13 On standby from the operation (with 4 hours' notice) – one track type tractor, CAT D8 or equivalent, complete with dozer 36,000 kg/300 hp and enclosed operating compartment with air conditioning or better. This equipment is for emergency replacement of the compactor and shall only be utilized with the approval of the Engineer.

1.1.9 Additional Materials and Equipment Requirements

- .1 The air conditioning in all equipment, requiring it, shall be in good working condition.
- .2 Equipment that is supplied to the Contractor by a Subcontractor (is not the Contractor's equipment) as standby equipment must be accompanied by a Letter of Agreement between the Contractor and Subcontractor for supply for approval by the Owner.
- .3 There shall be no payment for standby equipment.
- .4 On-Site Fuel Tanks
 - (i) Diesel fuel storage tanks will be double containment systems compliant with the *BC Fire Code*. The primary tank shall be constructed in accordance with ULC S601-93 specifications, the containment of 110% shall be constructed in accordance with ULC S653-94 specifications.
 - (ii) Used oil tanks shall be constructed in accordance with ULC S652-93 specifications.
 - (iii) Gasoline containers shall be stored in approved storage cabinets.
 - (iv) All storage tanks, containers and cabinets shall be permitted and approved by the local fire authority.
- .5 Equipment is only paid for the actual time it is in use (e.g. excavator for loading, then the rock truck for hauling, not combined, unless operated concurrently by two operators).

- .6 There will be no monetary compensation for equipment deliveries to and from site throughout the duration of this Contract.

The Contractor shall also provide to the Engineer upon demand all equipment maintenance and pre-trip inspection reports as necessary to satisfactorily perform the Contract. All equipment must, at all times, be equipped with appropriate fire extinguishers.

END OF SECTION

PART 2 GENERAL

1.2.1 General

- .1 Work completed under this Contract will be conducted using the equipment to be supplied and operated herein. This equipment will be paid for at the hourly rates set out in the Schedule of Prices and Estimated Quantities.
- .2 All costs associated with finding and supplying all equipment and performing all work specified herein shall be incorporated in the prices set out in the Schedule and shall include Contractor's overhead and profit.
- .3 Each item in the Schedule of Prices and Estimated Quantities is individual and the Owner retains the right to delete one or more of the items at its sole discretion without any claim for loss of profit or any other claim.

1.2.2 Progress Payments

- .1 Refer to Article No. 46 of the General Conditions.

1.2.3 Description of Payment Items

- .1 Work set out in the Schedule of Prices and Estimated Quantities shall include, but not be limited by, the following brief descriptions:

- Expected Equipment Usage per Week

Equipment	Hours

*Subject to change at the discretion of the Engineer

- Supervisor/Operator hourly charge is for time on site that is not able to be covered off by equipment rental i.e. attend meetings or discussion sessions. This would be for short periods of time, on occasion, as required.
- There will be no additional fees for overhead, management, repairs, fuels and overtime rates. These items are to be built into the hourly pay structure.
- See also Division 2, Item 2.5.
- Any hourly time charges over the 29-hour weekday and 17-hour Saturday shall be approved in advance by the Engineer and the contract rates will apply. There shall be no overtime rates charged to the Owner for this item.

- All equipment invoiced for must have approved daily work slips for payment.
- GPS activity reports can be used for quality assurance for the compactor invoicing.

.2 Invoicing/Work Slips Example of Charge-out Sequence

- Equipment used by one operator shall not be charged out concurrently with another piece of equipment that is used next by the same operator. i.e. Load, haul, then place cover material time shall be invoiced for so that it appears on the work slip as time to load, then time to haul, and then time to place the cover material with each individual piece of equipment used one after the other. The charge-out rates in the Schedule of Prices and Estimated Quantities should reflect this sequential use of equipment including extra work requirements as outlined in section 1.1.6.

END OF SECTION

2.1 General

- .1 The Contractor shall accept for disposal all refuse, controlled wastes, asbestos containing material and other wastes as directed by the Engineer.
- .2 The Contractor shall carry out and obey every order and instruction given by the Owner pursuant to applicable guidelines, acts and regulations in operating the landfill.
- .3 The Contractor shall agree to exercise good public relations in exercising his authority under this agreement.

2.2 Supervision

- .1 The Contractor shall keep on the Work and on the landfill property at all times during normal working hours a competent working supervisor and a minimum of two (2) equipment operators.
- .2 The Contractor shall, during normal working hours, maintain an effective and reliable two-way radio, cellular telephone or other communication system and employ a worker check system acceptable to the Engineer for all of his employees.
- .3 All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any company, principal, manager, foreman, lead hand, or worker employed by the Contractor who, in the opinion of the Owner, does not perform his work in a skillful manner, or appears to be incompetent or to act in a threatening, violent, unsafe, disorderly or intemperate manner shall, at the request of the Engineer, be removed from the site of the work immediately and shall not be employed again in any portion of the work without the approval of the Owner.

2.3 Training

- .1 The Project Manager shall from July 1, 2020 to June 30, 2025 have present on site conducting the Work at all times during normal working hours at least one supervisor who has received certification from the Solid Waste Association of North America MOLO (Manager of Landfill Operations) and all supervisors and operators must have LOB (Landfill Operations Basic).
- .2 The Contractor shall ensure their workers receive Workplace Hazardous Materials Information System (WHMIS 2015) education in accordance with Workers' Compensation Board (WCB) Occupational Health and Safety Regulation, Part 5.

- .3 The supervisor and all staff who are likely to respond to a landfill fire emergency shall have completed a landfill fire awareness course.
- .4 The Contractor is required to meet the safety requirements described in Article 37 of the General Conditions. In addition, the Contractor's supervisor shall attend all Hartland operations meetings to be held the first Thursday of every month, unless stated otherwise by the Engineer.
- .5 The Owner may provide, from time to time, on-site training in matters of mutual benefit to the on-going health and safety of workers employed in the landfill operation. The Contractor's supervisor and/or his workers will, at the request of the Engineer, be required to attend these sessions.
- .6 The Contractor will ensure all their employees and employees of all subcontractors have received safety orientation training from the Owner prior to working at the site in any capacity.
- .7 All equipment operators must be experienced, licensed and certified, where applicable, and well trained to the satisfaction of the Engineer. Copies of licenses, certificates and appropriate evidence of certification shall be provided to the Engineer upon request.
- .8 The Contractor will have a staff member trained in the safe handling of asbestos or asbestos hazard recognition when handling asbestos containing material.

2.4 Safety Requirements

- .1 See Appendix A – Owner's Notification of Hazard document.
- .2 See Appendix B – Hartland Landfill Contractors' Site Safety Requirements.
- .3 See General Conditions Item #37 Safety Requirements.
- .4 A Hartland Landfill site specific safety plan is required. The plan shall be prepared by a qualified professional. This site specific safety plan must be submitted to, reviewed, and approved by the Engineer in writing before notice to proceed is given.
- .5 No cell phones, earphones, or ear buds to be in use while operators are operating equipment on the active face. Operator to be aware of on-site radio communications and respond appropriately.

2.5 Landfill Operation

- .1 A systematic cell construction method resulting in optimized use of operational cover and maximum achievable density shall be adopted on this project. As shown in Figure 1, the landfill shall be constructed in strips, with each strip being 40 m wide.
- .2 The lift height will be 4.0 m unless directed otherwise by the Engineer. Side slopes of each strip shall be constructed at 2.5H:1V. The active face shall be maintained at a slope of 5H:1V. The active face shall be maintained 40 m wide and 20.4 m on the diagonal, as shown on Figure 1..
- .3 The four corners of the active face shall be demarcated by 4 orange cones. The cones shall be moved daily to the new breakline position. The distance of advance realized each day shall be recorded in a log. The average daily advance of the active face is projected at 2.80 m/day, but will vary depending on daily tonnage.
- .4 The unloading of refuse shall occur exclusively on the tipping pad. The tipping pad shall be a gravelled platform that is maintained at a width of 24 m, an extended to the hinge point of the active face on a daily basis. The configuration of the tipping pad is shown on Figure 2.
- .5 The Owner shall specify the location of the active strip based on the Engineered Filling Plan. Examples of filling plans for the 167 m Lift and the 171 m Lift are appended as Figures 3 and 4 in this Contract. The strip shall then be worked so that the depositing of refuse may proceed with the minimum of inconvenience to the Owner and the public. In addition, The Owner will supply a survey layout, when given reasonable notice and conduct progressive surveys.
- .6 Loads of refuse shall be cleared from the tipping pad with a dozer. Ideally the dozer shall travel across the pad in a direction perpendicular to traffic, except at times when the incoming traffic volumes are so high that pushing of waste must occur concurrently with unloading of trucks. In either case, the dozer shall minimize making turns on the gravel surface to avoid rutting. The cleared compactor shall be kept off the tipping pad at all times and remain in the cell.
- .7 Incoming waste shall be spread on the active face in 450 mm loose layers. Each layer shall be thoroughly compacted on the active face until the maximum density is achieved and the compactor wheels no longer sink into the waste mass. Usually, this requires 3 to 5 passes of the compaction equipment.
- .8 The Contractor shall operate the landfill compactor as required by the Contract in a suitable manner to break down, level and compact the deposited material to a minimum density of 900 kilograms per cubic metre.

- .9 The Owner will undertake a drone based volumetric survey of the MSW landfill on a semi-annual basis. The survey will be analyzed to determine the air space consumed during the period between surveys. The MSW density will be determined by first determining the total air space used, then subtracting the volume of cover material placed in the landfill during the period (based on reported load counts). The compaction waste density will then be determined as the ratio between the tonnage of MSW tipped at the active face and the net volume of air space consumed by MSW. The minimum acceptable compaction density is 900 Kg/m³. If the Contractor fails to achieve 900 Kg/m³ MSW density, the Contractor must increase the compaction effort by spreading waste in thinner lifts and/or undertaking more passes with the Compactor on top of each lift.
- .10 If the Contractor fails to achieve specified compaction, the Owner will initiate volumetric surveys as required until such a time that the Contractor meets or exceeds compaction specifications. The Owner reserves the right to claim Liquidated Damages of \$10/m³ of air space lost as a result of achieving insufficient compaction. The MSW landfill consumes approximately 180,000 m³ of air space annually with MSW. For example, if in one quarter 45,000 m³ of MSW was compacted at a density of 850 Kg/m³ instead of the target 900 Kg/m³, the resulting liquidated damages claim by the Owner would be 2,500 m³ or \$25,000.
- .11 The Contractor shall utilize the landfill compactor for all pushing, leveling and compacting of garbage on the active face. The dozer and the backhoe loader shall be employed as required clear the tipping pad spread and compact cover throughout the day. The unloading area is to be maintained at all times in a graded and compacted condition suitable for safe vehicular traffic.
- .12 At the end of each work day, the Contractor is expected to assist The Owner in wetting down the active face with leachate and/or water for fire protection, enhance waste density, and improve gas production.
- .13 Each day, the active face shall be completely covered with reusable alternative daily cover (ADC) tarps. The tarps shall be deployed carefully with an excavator to minimize damage. The Owner reserves the option to provide the Contractor with some other form of ADC, such as a Tarp-O-Matic, Posi-Shell or other ADC system.
- .14 At the end of each day the Contractor shall track pack the advance surface on the crest of the active face with the dozer to a smooth finish. The advance, which will typically be approximately 2.80 m, shall be covered daily with a single 300 mm thick layer of minus 50 mm crush aggregate provided by the Owner. Additional cover material shall also be spread on the tipping pad as needed to maintain the gravel thickness at 300 mm. The cover material shall be smoothed and track packed with the dozer to a maximum achievable density. The top deck aggregate shall be placed in a smooth and depression-free fashion before leaving the site for that day.

- .15 Side slopes of the strip shall also be covered with 300 mm of cover soil to be provided by the Owner. Suitable cover soil may include excavation soil, contaminated soil, or a blend of soil and wood chips. Crushed aggregate shall not be used for cover material unless there is no mineral soil / wood chip blend available. The theoretical volume of soil required to achieve 300 mm on the side slope is 7.5 m³/day. Assume that due to losses into voids, 1 truck load of cover soil will be consumed daily.
- .16 The goal waste to cover ratio for the MSW landfill (excluding the controlled waste area and the asbestos area) is 7 to 1 on a volume basis. Approximately 33.6 m³ of aggregate (two 17 m³ rock truck loads) will be required daily to advance the top deck by 2.80 m. An indeterminate amount of additional gravel will be required to replenish the tipping pad.
- .17 The Owner reserves the right to claim liquidated damages of \$20/m³ against the Contractor for lost air space and excessive aggregate any time aggregate use at the MSW active face exceeds the target waste to cover ratio.
- .18 The top surface of each completed lift shall be graded with a 3% grade across the filled area so that the surface water will drain to the north or as directed by the Engineer.
- .19 The Contractor is required daily to place and cover controlled wastes and asbestos containing material in designated locations in the landfill. These wastes shall be placed in an area designated by the Owner. If for any reason the controlled waste area is inoperable, this type of waste will be incorporated into the regular active face as directed by the Engineer.
- .20 The Contractor shall carry out all of his operations in a neat and orderly manner, including regular removal and disposal of refuse from the "Clean-Out Box" area. The appearance of the site shall be such as to present a well-maintained disposal site at all times.
- .21 The Contractor shall not permit any refuse or garbage materials of any kind to be removed from the site and there shall be no salvaging or scavenging activities.
- .22 The Contractor shall construct, as required, on refuse and utilizing Owner supplied aggregate as directed by the Engineer, roads, pads, turnaround areas, ditches or other structures at the landfill. Where required, he shall place, grade and shape the refuse to slopes as directed by the Engineer to allow for the placement of intermediate and final cover.

- .23 The Contractor shall maintain a minimum of two (2) employees actively engaged in conducting the Work at the active face during all operating hours.
- .24 Contractor's personnel must utilize continuous air monitoring devices (supplied by the Owner) capable of measuring carbon monoxide, oxygen, hydrogen sulfide and lower explosive limit for methane at all times while working on the Landfill property. They must keep records of daily bump tests.
- .25 The Contractor is required to check and maintain grades against fill plan drawings and grade stakes on a regular basis.

2.6 Handling Controlled Waste

- .1 The Owner shall provide an area on the site for the disposal of controlled waste including international waste and septage sludge. The Contractor will be given reasonable notification of the arrival of all controlled waste including the description of the type and quantity of controlled waste.
- .2 The Contractor is to prepare the controlled waste disposal area, including access roads, pads, decks, trenches and berms. The preferred method of controlled waste disposal shall be a trench excavated into the landfill. Figure 5 presents a typical trenching plan designed for current volumes of incoming waste. Each trench shall be excavated to the full depth of one lift, approximately 4.0 m.
- .3 Each trench shall be filled to the 3 m level (75% full). The balance of the trench shall be backfilled with excavated waste. The balance of excavated waste shall be compacted on top of the cell and shaped into a truncated pyramid approximately 2 m high with 3H:1V slopes.
- .4 A fall back method of controlled waste disposal will be a bermed area or a constructed earth cell, or an area contained within an earth cell constructed at the Engineer's direction. The Contractor shall completely cover the controlled waste with a layer of cover material daily after it has been deposited or as directed by the Engineer.
- .5 Trench excavation and handling of controlled waste shall be done using a track type excavator. The Contractor shall wear personal protective equipment when working with controlled waste as required under site and WCB regulations.
- .6 When a controlled waste area is filled to capacity, the Contractor shall be required to cap it with up to 1.0 metres of cover material and prepare the next controlled waste area as directed by the Engineer.

- .7 The Owner may provide ground wood waste material, which is to be used at the controlled waste area. Delivery will be to designated locations within the landfill property.

2.7 Handling Asbestos Containing Material

- .1 The Engineer shall stipulate an area on the site for the disposal of asbestos containing material. The Contractor will be given reasonable notification of the arrival of all asbestos containing material including the description and the quantity.
- .2 The Contractor shall wear personal protective equipment including fit tested HEPA filter respirator for asbestos containing material when dealing with asbestos containing material as required under WCB regulations.
- .3 Cover material shall be placed over the asbestos containing material to a depth of 0.5 metres immediately after the asbestos material is received or as directed by the Engineer. The Contractor is to cap the asbestos containing material area with 1.0 metre of cover material when it is filled to capacity.

2.8 Snow Removal

- .1 The Contractor shall assist the CRD with snow removal and sanding operations of all areas within the landfill property as necessary to maintain continuance of all works at the site including those areas under contract to others.

2.9 Road Maintenance

- .1 The Contractor shall be responsible to scarify and grade all the non-paved roads within the landfill property. Roads to the active face and controlled waste areas shall be graded once per week or as directed by the Engineer. All other active roads are to be graded once a month or as directed by the Engineer.
- .2 The Contractor shall be responsible for construction of all non-paved temporary roads, turnarounds, decks and pads used to access the disposal areas.

2.10 Contractor's Equipment

- .1 The steel-wheeled compactor shall operate as required by the Contract at the active face during normal working hours (6:45 a.m. to 5:15 p.m. Monday to Friday and 6:45 a.m. to 2:15 p.m. Saturday). The dozer and backhoe loader shall be available for work at the active face at all times and shall be utilized when needed. Typical duties include, but are not limited to; pushing, spreading and compacting refuse; pushing, spreading and compacting daily cover; pushing and spreading ground wood waste

material; leveling and maintaining a quality unloading pad; pushing, spreading, grading and compacting intermediate cover; and application of daily tarp or other covers.

- .2 All equipment being used to deposit, bury, compact and handle refuse, controlled waste and contaminated soils shall have an enclosed windowed cab with air purification filters to inhibit the operator coming into contact with dust and waste materials.
- .3 The water truck or tank for fire control shall be kept within thirty (30) metres of the active face and shall be moved with the progression of the active face. The high-pressure pump is to be tested monthly by the Contractor. The hose shall be of sufficient length (40 m) to protect the entire active face. It is the Contractor's responsibility to ensure that the truck or tank is full of water and ready for use at all times. Operation shall be the responsibility of the Contractor. This equipment must be operational year round.

2.11 Equipment Repairs

- .1 When repairing his equipment, the Contractor shall be governed by the noise by-laws of the District of Saanich and any existing site regulations of the Owner. The Contractor shall not do any work on his equipment on site on Sundays or Statutory Holidays, except in an emergency and with the prior written permission of the Engineer.

2.12 Noise Control

- .1 The Contractor shall ensure that all of his equipment is outfitted with an appropriate noise abatement system. Sound measurement shall be in accordance with the standards as outlined in S.A.E.J88 June 1986 "Sound Measurement – Earthmoving Machinery". Abatement and control of noise shall be in accordance with District of Saanich municipal by-laws.

2.13 Cover Material

- .1 The area of the active face that is not covered by the tarpaulin is to be covered at the end of each day with aggregate product supplied by the Owner to a sufficient thickness to completely cover the refuse (typically 150 to 200 mm).
- .2 Intermediate cover is to be applied as directed by the Engineer.
- .3 Upon written approval by the Engineer existing on-site demolition material may be used for interior side cover as directed by the Engineer.

- .4 Aggregate cover materials are located throughout the site. The Engineer will direct the Contractor as to which stockpile material is to be taken from.

2.14 Fire Control

- .1 The Contractor shall be responsible for the protection from fire of the landfill site as well as the immediately adjacent properties in as much as they may be affected by a fire in the Works or as a result of performing the Work. No fires are permitted within the facility. The Contractor shall take all necessary and proper steps to see that the refuse and material disposed of in the facility is treated in such a manner as to prevent fire from breaking out at the landfill.
- .2 The Contractor shall, in the event of fire in the landfill, operate his equipment as directed to control and extinguish the fire. In cases where there is a fire on the landfill property (most typically at the active face during normal operating hours) the Contractor shall make his equipment available for fire-fighting purposes.
- .3 The equipment unit rate will be as per the Schedule of Prices.
- .4 Equipment operators and Contractor staff that are expected to respond to a landfill fire emergency.

2.15 Dust Suppression

- .1 The Contractor must ensure that the contract water truck is actively watering frequently travelled unpaved roads on site during times when dust from site operations needs to be controlled in the opinion of the Engineer. The Owner may supplement the Contractor dust suppression operation with application of a dust suppression product where appropriate.

2.16 Security, Access and Traffic Control

- .1 The Owner will erect and maintain information signs at the entrance to the site. The Owner will provide, place and maintain signs, barricades, fencing, etc. to direct traffic to the disposal location. The Owner will provide staff to direct traffic at the disposal locations, as required.
- .2 The Contractor will assist as required moving, relocating and adjusting information signage, barricades, water tank, spotters shack and fencing etc.

2.17 CRD Supplied Maintenance Facility

- .1 The Owner agrees to allow the Contractor to store his required operating equipment at the landfill site during non-operating hours, but accepts no responsibility for

damage or vandalism. A maintenance facility is available at no cost to the Contractor. If the Contractor uses the maintenance facility, he must maintain the building in a clean and tidy state and in good repair to the satisfaction of the Engineer. The Contractor shall pay for all utilities necessary, including utilities in Item 2.18 below. Any damage to the Owner's maintenance facility caused by the Contractor or his employees or Subcontractors shall be repaired by the Owner and the cost thereof shall be paid by the Contractor. Major repairs to the equipment to be carried out on the landfill property must be done in the maintenance facility area on a schedule approved by the Engineer.

2.18 Contractor's Facilities

- .1 The Contractor shall provide and maintain in a neat and sanitary condition such facilities at the site for the use of his employees as may be necessary to comply with all appropriate legislation.
- .2 All structures to be constructed by the Contractor on the landfill site or mobile trailer units shall be subject to prior approval of the Engineer and shall be removed from the site following completion of the Contract.

2.19 Testing

- .1 The Owner, at its expense, will conduct volumetric survey tests to ensure compaction requirements are being met. Tests shall be conducted at least twice yearly at the Engineer's discretion.
- .2 Testing procedure will be as follows:
 - a) The landfill will be surveyed with a drone based topographic survey at the start of the survey period to establish the base.
 - b) Tonnages of MSW going to the MSW active face, to the asbestos areas and to the Controlled Waste Area shall be scaled daily, and totals shall be tracked and summarized monthly, and totalled for the 3 or 6 month period of interest.
 - c) Volumes of cover soil placed at the MSW active face and in the controlled waste and asbestos areas shall be tracked daily and summarized monthly by the Contractor. A typical load volume shall be established by scaling test loads monthly and determining the load volume using the corresponding aggregate density.
 - d) A second survey of the landfill shall be conducted at the end of the 3 month or six month tracking period.
 - e) The total volume of airspace consumed shall be determined by the Engineer using the AutoCAD Civil 3D TIN method. The volumetric analysis shall cover only the MSW and the controlled waste trenches. The asbestos area shall be excluded.

- f) The volume consumed by cover material placed at the MSW active face and at the controlled waste trenches shall be subtracted from the gross air space volume by summing all loads of aggregate and cover soil placed at the MSW active face.
- g) The net air space consumed by MSW and controlled waste shall be determined by the Engineer by subtracting the soil cover volume from the gross air space consumed volume.
- h) The average compaction density shall be determined by dividing the tonnage of MSW and controlled waste placed in the landfill by the net volume of air space consumed, as determined in step g.

2.20 Cover Materials Responsibly

- .1 The Contractor's obligation to properly cover the active face and controlled waste areas is of critical importance to the Owner.

2.21 Performance

- .1 The Owner reserves the right to terminate the Contract if the Contractor's employees consistently neglect to work to meet Items 2.5 and 2.20 requirements.

2.22 Rights of Waiver

- .1 A waiver of any breach or provision of this agreement shall not constitute or operate as a waiver or any other breach of any other provisions, nor shall any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.
- .2 Nothing in the Contract documents is to be interpreted as giving the Contractor exclusive rights to accept and process solid waste at Hartland Landfill site or anywhere else in the Region.
- .3 Nothing in the Contract documents is to be interpreted as giving the Contractor exclusive rights to operate rental equipment on the Landfill property or anywhere else in the Region.

END OF SECTION

APPENDIX A

OWNER'S NOTIFICATION OF HAZARD



Making a difference...together

OWNER'S NOTIFICATION OF HAZARD

Contract #: 19-2005	Location: Hartland Landfill	Date: July 2020
Contractor:		Phone: ()
Contractor Representative:		Phone: ()
Prime Contractor:		
CRD Representative: Joshua Frederick		Phone: (250) 360-3097
<p>Listed below are pre-existing known hazards identified by the Capital Regional District which are relevant to the project. The list may not be all-inclusive. The Contractor must assess the work area to determine if other hazards exist. If the Contractor identifies additional hazards, the Contractor must notify the CRD project manager or designate.</p> <p>The Contractor is responsible for addressing these hazards and other hazards identified during the course of the project.</p>		
Hazard:	Details:	
Ground Surface	The terrain in the work area is uneven and potentially soft in areas. Debris on ground may contain sharps or other hazardous objects. Wear safety footwear and appropriate personal protective equipment. Exercise caution while driving on the landfill site.	
Water Hazards, Leachate Lagoons and Sedimentation Ponds	Water, in varying volumes is retained on-site in the leachate lagoons and the sedimentation ponds. The lagoons and ponds are located next to roadways and are surrounded by steep slopes. Caution must be exercised while driving, walking or working in the vicinity of all water structures.	
Poor Visibility	Low light levels and poor visibility, especially during inclement weather. Wear high visibility vests and pay close attention to mobile equipment and other vehicular traffic.	
Vehicular Traffic	CRD and Contractor vehicular traffic on internal access roads and service roads. Exercise caution when entering or crossing roads, observe posted speeds and signage.	
Steep Slopes	Internal access roads to the work area have steep slopes, banks and narrow shoulders. Exercise caution when driving on internal access roads.	
Underground Utilities	Numerous underground utilities on-site; water, leachate, landfill gas, electrical, sewer and drains. Ensure that all utilities are located prior to ground disturbance.	
Mobile Equipment	Heavy equipment operated throughout the site. Ensure visibility while working in the vicinity of mobile equipment. /...cont'd	



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OWNER'S NOTIFICATION OF HAZARD

Hazard:	Details:
Multi-Employer Work Site	In addition to the landfill operations contractor, there may be other contractors working on site. Hartland will advise and update all contractors.
Landfill Gas	Landfill gas is a byproduct of garbage decomposition. The landfill gas at Hartland landfill contains high concentrations levels of methane up to 60%, toxic levels of hydrogen sulfide and very low levels of oxygen. Landfill gas presents a potential fire/explosion hazard and danger to life and health. Landfill gas may migrate and settle in tank and pipe excavations and ground surface depressions. Drilling and excavating into garbage will release landfill gas. Onsite cutting, welding and grinding require approval of Hartland Administration. Immediately report any strikes to gas collection system to Hartland Administration. Workers must wear personal gas monitors at all times while working on the landfill property.
Overhead Power Lines 12Kv to 50 Kv	Overhead power lines adjacent to the work area. Exercise caution and maintain limits of approach while working and operating vehicles on the landfill property.
Leachate	Leachate is a byproduct of garbage decomposition. The garbage drilled and excavated from the landfill may contain leachate. Leachate can be corrosive and irritating to eyes and skin. Wear personal protective equipment.
Gas/Power Plant	The gas/power plant generates power from landfill gas. Excess gas is flared off from the candlestick flare. Access to the gas/power plant is restricted. The emissions from the combustion of landfill gas includes particulate matter, carbon dioxide and carbon monoxide, nitrogen oxides, sulphur oxides and other gases in trace quantities. The emissions are expected to dissipate to meet WorkSafe exposure levels on the site. The generator at the power plant exhausts to atmosphere within the power plant facility. The oil tank (white tank) exhausts heated oil vapours to atmosphere. Wear personal gas monitors while working on the landfill site.
Weather Exposure	Temperatures in the summer months can exceed normal temperatures.
Asbestos/ACM	Asbestos and Asbestos Containing Material (ACM) are received at the landfill. Caution must be exercised when handling these materials. An asbestos control plan must be developed as part of the site specific safety plan.
Fire and Chemical Hazards	Varying quantities of hazardous goods are received and temporarily stored at the landfill that may be reactive, explosive, toxic or flammable in nature. Utilize proper handling and storage procedures. Protect this area from any source of heat. ...cont'd



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OWNER'S NOTIFICATION OF HAZARD

Hazard:	Details:
Airborne Silica	Silica dust may become airborne when loading, hauling and placing aggregate product on the works areas for this contract. A silica exposure control plan must be developed as part of the site specific safety plan.

Date:

Signature:

Distribution: Project Manager, Contractor, Safety Officer, File

APPENDIX B

HARTLAND LANDFILL CONTRACTOR'S SITE SAFETY REQUIREMENTS



Hartland Landfill

Contractors' Site Safety Requirements

Issued: January 31, 1997
Revised: November 2015

IN THE EVENT OF AN EMERGENCY OR TO SUMMON FIRST AID

Contact any CRD employee to report by radio or
CALL.....911 then call

Emergency Line 250-360-3430

Monday-Friday 9 a.m. to 5 p.m.

Saturday 7 a.m. to 2:30 p.m.

Emergency cell phone 250-415-3016

Monday-Friday 6 a.m. to 9 a.m.

Saturday 6:30 a.m. to 7 a.m. and 2:30 p.m. to 3:30 p.m.

HARTLAND FIRST AID ATTENDANT

The First Aid Facility is located in the Hartland Administration Building. A First Aid Attendant is available between the hours of 06:30 and 17:30 Monday to Friday and 06:30 and 15:30 Saturday. If a contractor elects to work outside these hours, they must have permission of the Manager, Solid Waste Operations and the provision of First Aid Services shall be the responsibility of the individual contractor and must conform to the WorkSafe BC Occupational First Aid Regulation.

If you are transporting any injured worker to the First Aid Station, notify the Hartland landfill office or a CRD employee.

Disaster Gathering Point

In case of natural disaster, all persons are to proceed to the gathering point located in the parking lot south of the landfill main office complex.

GENERAL SAFETY REQUIREMENTS

The contractor shall be solely and completely responsible for ensuring the safety of all persons including employees, sub trades and property on the job site during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, provincial and regional laws, WorkSafe BC Industrial Health and Safety Regulations, and the owner's specifications, policies and procedures developed for the landfill. Where any of these are in conflict the more stringent shall apply.

Hartland landfill is a public site. Contractors are reminded that they are expected to conduct themselves with decorum and consideration for the safety of all site users and contractor groups.

Compliance with Bylaws and Regulations

Under the authority of CRD Bylaw 3881, fines range from \$100- \$200. This will be assessed and collected by the Bylaw Officer for Bylaw violations including but not limited to:

1. Vehicle load exceeds the permitted weight limits.
2. Vehicle exceeds the posted speed limits. Speed limit is 30 km/hr.
3. Vehicle load is not secured properly to the vehicle so as to pose a danger.
4. Smoking on the Hartland landfill site.

Site Conduct

1. No smoking is permitted on the landfill property or construction sites.
2. No drugs or alcohol are permitted on the landfill property or construction sites.
3. No firearms are permitted on the landfill property or construction sites.
4. Personal vehicles may park in designated areas only.

LANDFILL HAZARD AWARENESS

Several hazards unique to the Hartland landfill have been identified, to which your full attention is required. Job and site specific safety plans may be required.

Landfill Gas and Waste Material Hazards

Contractors undertaking works on or adjacent to buried refuse are cautioned to the presence of potential health, fire, and buried material stability hazards such as:

Health Hazards

1. Oxygen deficiency in trenches, ditches, excavations or in any underground structure may be sufficient to overcome, injure workers, or cause death;
2. Build-up of highly toxic or flammable gases such as methane and hydrogen sulphide may be sufficient to overcome and injure workers, or cause death;
3. Contact with refuse could cause skin irritations, cuts, or abrasions.

Fire Hazards

1. Ignition of pockets of methane gas may result in fire or explosion.
2. Exposed decomposing waste may result in spontaneous combustion.

Buried Refuse Stability Hazards

Excavations in or adjacent to landfilled refuse may be unstable. Contractors shall exercise additional caution to ensure workers are not exposed to injury due to cave-in or collapse.

Water hazards of varying depths exist on the landfill. Flotation devices must be worn while working above the water or within one (1) metre of the water's edge. (See **Personal Protection Equipment**.) All water, with the exception of delivered water or municipal water, is not suitable for drinking or bathing.

Slope Hazards

Contractor personnel are advised of steep slope sections on internal haul roads. Contractors must familiarize themselves with the slopes and establish safe turning areas suitable to their turning radiuses.

Traffic Hazards

Contractor personnel are advised that the general public, CRD staff and various on-site contractors heavily utilize Hartland landfill roads. Contractors, while in or out of their vehicles, must be alert to other vehicles and equipment, foot traffic, traffic control personnel, changes to traffic directions and speed limits, and familiarize themselves with the location of Hartland landfill road intersections. (see **Traffic Control** section.)

Power Lines

BC Hydro power lines are situated throughout the landfill property. Safe clearances from the power lines, as defined by the Workers' Compensation Board, must be established while moving equipment on and off the landfill property and while working on the landfill property.

Landfill Leachate

Water percolating through the landfill and coming in contact with refuse produces leachate. Leachate contains metals, nutrients and organic compounds and is contained within the landfill. For more information refer to *Hartland Landfill Leachate System, Spill Response Plan*, Revision 7.0, CRD October 2013.

Silica

Rock and sand are made from the mineral Silica and can be found in concrete, cement and granite. Exposure to silica can be through blasting of concrete structures, drilling rock and road construction. Personnel contracted at the landfill must familiarize themselves with the locations where there may be silica exposure.

Asbestos

Asbestos containing material is accepted at the landfill in a designated disposal area. Asbestos is a fibrous mineral that was used in building material for insulation, chemical resistance and fire protection. Contractor personnel are advised to know the location for asbestos disposal.

Dust Hazard

Seasonally, there can be a dusty environment at the site depending on weather and activity.

SITE SAFETY REQUIREMENTS**Site Access**

1. Contractors are to sign in the contractor sign in book which located in the site office; this is to be complete prior to the commencement of any work. When leaving site for the day, Contractors are to check off site in the Administration building or the general public weigh scale should the office be closed.
2. Contractor personnel are permitted to enter only the work area in which their contract work is being performed.
3. Contractor personnel are permitted access to Hartland landfill Monday to Friday during regular operating hours.

Housekeeping

1. Materials and equipment must be stored within the contractor's designated work area unless otherwise arranged.
2. Materials and equipment must be stored in order to permit safe operations within the contractor's work site and safe access and egress to the work area.

Blasting (refer to project specifications)

1. The contractor must notify the Construction Co-ordinator/ Project Manager in writing of the proposed blasting schedule.
2. No blasting shall be permitted without prior authorization from the Construction Co-ordinator / Project Manager.
3. The contractor's warning procedure and blasting signal code must be conspicuously posted at the blasting site.
4. Contractors must receive prior approval from BC Hydro if blasting in the vicinity of power lines.

Personal Protective Equipment

1. Contractor personnel must wear personal protective equipment, including as a minimum, high visibility apparel, and safety footwear while within:
 - any contractor's work area
 - the active landfill area
 - or any other area where a physical or chemical hazard may exist
2. Contractor personnel must wear personal flotation devices while working over or within one (1) metre of water hazards.
3. Contractor personnel must implement a fall protection system while working at elevations of three (3) metres or greater.
4. Contractor personnel must utilize rescue equipment in potentially unstable or hazardous atmospheric work environments, i.e. confined spaces.
5. Contractor personnel must utilize continuous air monitoring devices capable of measuring carbon monoxide, oxygen, lower explosive limit for methane and hydrogen sulphide when working in potentially hazardous atmospheres.
6. Contractor personnel must maintain respirator maintenance and fit-testing records on-site.

7. Contractor personnel must maintain emergency eye wash stations within easy access to the workers.

Reporting

Reporting procedures shall comply with the WorkSafe BC requirements for accidents or incidents involving the contractors' employees, sub-contractors or equipment while on site. All accidents or incidents shall be reviewed with the Construction Co-ordinator / Project Manager or Hartland Safety Officer.

Cutting, Welding, Grinding, or Sawing

1. Arc or gas welding or work activity where open flame or potential for spark is present shall not be permitted in trenches, excavations, ditches, or enclosed areas, unless performed under ventilation and continuously monitored for gases by contractor personnel. Cutting, welding, sawing, or grinding activities must be pre-approved by either the Construction Co-ordinator / Project Manager (for capital works projects), or by the Hartland Landfill Safety Officer or Landfill Technician (for operations contracts).
2. Persons welding or cutting shall be responsible for the safe preparation of the work area and inspection thereof.
3. Cylinders of compressed gas shall not be permitted inside any trench, excavation, or confined space.
4. Torches and hoses used for welding or cutting shall be removed from the trench, excavation, or confined space when not in use and when the work area is vacated.
5. Fire extinguishers must be positioned at the welding/cutting work area. A minimum of two 18-lb. capacity ABC rated extinguishers shall be maintained at the welding/cutting area at all times.
6. The work area shall be fully inspected at the completion of the work activity to locate and extinguish any hot spots.

Excavations/Trenches/Drilling (refer to project specifications)

1. The contractor or subcontractor must notify the Construction Co-ordinator / Project Manager (for Capital Works projects) or Hartland Safety Officer or Landfill Technician (for operations projects) at least 24 hours prior to commencement of excavations and submit proposed excavation locations, depths, and traffic controls for approval.
2. All excavations must be guarded by barriers, guardrails, or covers when left unsupervised.
3. Excavations across roads must be properly barricaded and signed, must not interrupt passage of traffic, nor create a hazard to that traffic. Contractor shall supply traffic control attendants as required.
4. Excavations must be ventilated while workers are in or near the excavation.
5. Contractor personnel must wear personal gas monitors capable of measuring lower explosive limit for methane, hydrogen sulphide, carbon monoxide, and oxygen deficiency at all times while working in or near excavations.
6. Standby personnel capable of providing rescue response and fire watch duties, must be stationed at the excavation at all times while work is conducted in the excavation.
7. A minimum of two 18-lb. capacity ABC rated extinguishers shall be maintained at the active excavation work area.
8. Electric motors utilized in excavation areas and below ground shall be intrinsically safe.

Electrical Safety

1. Unauthorized personnel shall not enter electrical switch rooms or controls rooms.
2. Opening or closing of any switch, disconnect or circuit breaker must be pre-arranged with the Construction Co-ordinator / Project Manager (for capital works projects) or with the Hartland Safety Officer. Electrical Contractors must sign in at the Administration building in the electrical Contractor check in book and follow the procedure as noted on the check in/out sheet.

3. Excavations must not proceed prior to obtaining location of utilities from the Construction Co-ordinator / Project Manager (for capital works projects) or from the Hartland Safety Officer or Landfill Technician (for Hartland operations projects).
4. The contractor shall ensure required clearances are maintained from overhead power lines while transporting or operating equipment in the vicinity of overhead power lines.

Fire Safety

1. All contractor personnel must know how to contact the Hartland office in the event of a fire.
2. All contractor personnel must know the area of the Hartland property in which they are working so that they may properly locate the fire when notifying the Hartland office (see attached map).
3. All roads in the contractor's work area must be kept clear to allow access for firefighting equipment.
3. Due to the extreme fire hazard, contractors must obey the no smoking policy at Hartland landfill. Smoking and open flame pose a significant risk and contractors will be held responsible for all injury and damages resulting from fire or explosion.

Immobilization of CRD Equipment

Contractor personnel must have written approval from the Construction Co-ordinator / Project Manager (for capital works projects), or the Hartland Safety Officer or Landfill Technician (for Hartland operations projects) prior to de-energizing, immobilizing, and locking-out any CRD equipment.

Fire Protection

Fire protection is provided by the Saanich Fire Department. In the event of a fire, Dial 911 to summon the Saanich Fire Department and then immediately contact the Hartland landfill field staff or office staff. There is a Fire Safety Plan for the site; copies are available at the site office and security trailer.

Traffic Control

1. Effective and safe means of traffic control must be implemented to ensure safe access and egress to and past the contractor's work site.
2. Traffic control must comply with the Ministry of Transportation and Highways Traffic Control Manual for Work on Roadways.
3. Traffic controllers must be trained in traffic control.
4. Traffic controllers must be suitably attired for visibility and safety.
5. Traffic control signage must be well maintained and visible.

Mobile Construction Equipment

1. Mobile construction equipment must be maintained and equipped with operational:
 - Rear view mirrors
 - Head lights and reversing lights
 - Emergency brakes
 - Windows which permit visibility
 - ABC Fire extinguishers (min 10-lb.)
 - Rollover protection as required
 - Seat belts

Vehicle Operation

1. Pre-trip inspections and maintenance records for equipment and vehicles shall be presented to the owner upon request.
2. Vehicle operators must possess a valid licence appropriate for the vehicle being operated.
3. Headlights must be on at all times while travelling on the Hartland landfill site.
2. Contractor personnel must obey all traffic signs and directions.
3. Emergency brakes must be applied while parked.
5. All loads (equipment and materials) must be secured to each vehicle so as not to pose a danger.
6. Vehicle loads must not exceed the permitted weight limits.

Gas Detectors

Personal gas detectors capable of measuring H_2S , O_2 , LEL and CO are required while working in the following landfill areas;

- Active face
- Controlled waste

In the event of an alarm;

- Leave the area immediately and report the alarm to Hartland staff.
- Do not re-enter the work area unless it has been deemed safe by the site safety officer (Drew Fafard or designate).

**HARTLAND LANDFILL
CONTRACTORS' SITE SAFETY REQUIREMENTS**

**ENVIRONMENTAL SERVICES – HARTLAND LANDFILL
CONTRACTOR ORIENTATION CHECK LIST**

PROJECT:	MANAGER:
LOCATION:	CONTRACTOR:
ORIENTATOR:	

REQUIREMENTS

The CRD meets with the contractor and their personnel to advise them of site conditions and hazards prior to commencement of the work. This orientation is for every worker/contractor.

NOTE: Contractors are responsible for the safe performance of their work.

Introduction

- ☐ Emergency Response
- ☐ First Aid Attendant
- ☐ Disaster Gathering Point

General Safety Requirements

- ☐ Compliance with Bylaws and Regulations
- ☐ Site Conduct

Landfill Hazard Awareness

- ☐ Landfill Gas and Waste Materials Health Hazards
- ☐ Health Hazards
- ☐ Fire Hazards
- ☐ Buried Refuse Stability Hazard
- ☐ Water Hazards

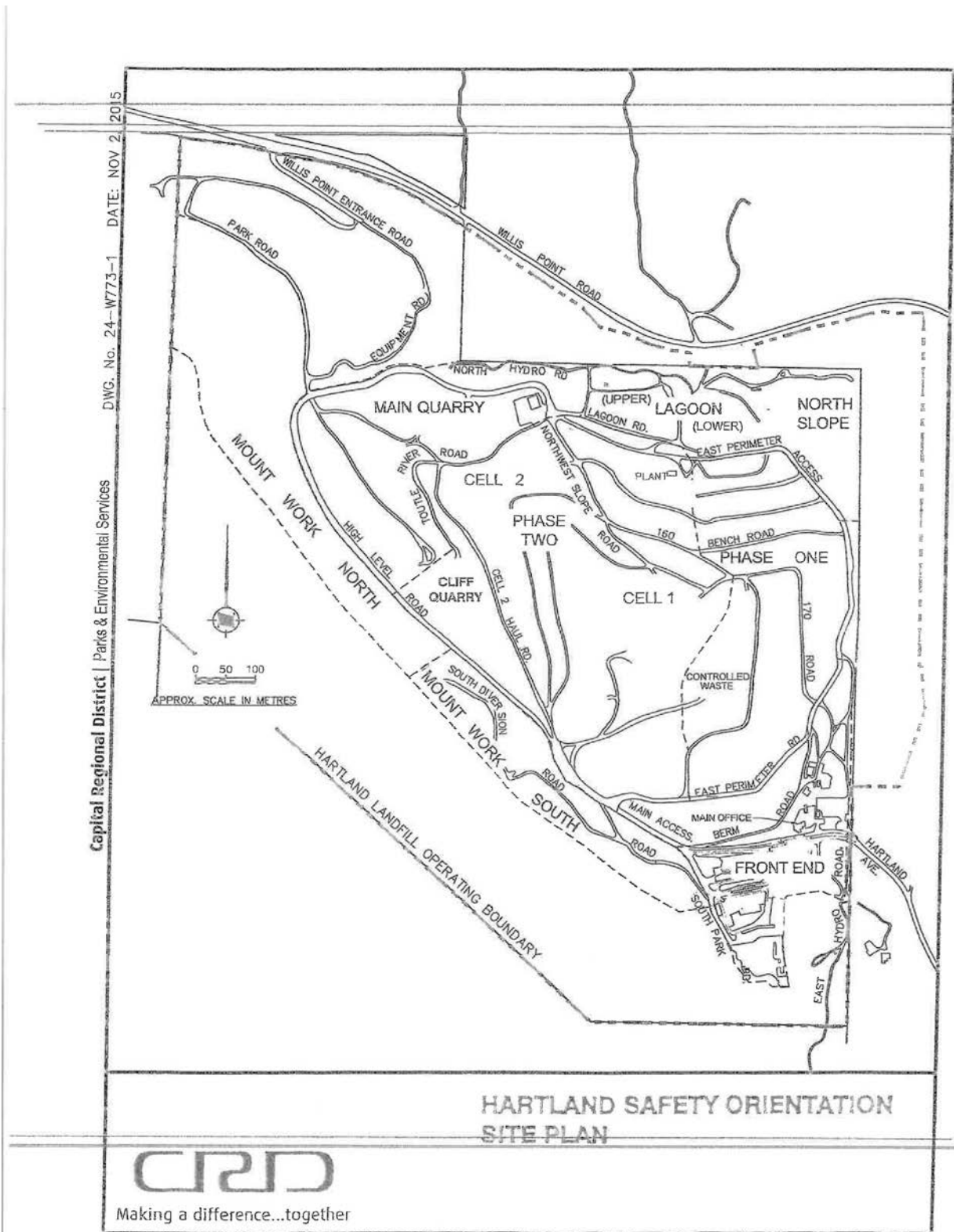
- ☐ Slope Hazards
- ☐ Traffic Hazards
- ☐ Power Lines
- ☐ Leachate
- ☐ Silica
- ☐ Asbestos
- ☐ Dust

Site Safety Requirements

- ☐ Site Access
- ☐ Housekeeping
- ☐ Blasting
- ☐ Personal Protective Equipment
- ☐ Reporting
- ☐ Cutting Welding Grinding Sawing
- ☐ Excavations, Trenches, Drilling
- ☐ Electrical Safety.
- ☐ Immobilization of CRD Equipment
- ☐ Fire Protection
- ☐ Traffic Control
- ☐ Mobile Construction Equipment
- ☐ Vehicle Operation
- ☐ Gas Detectors

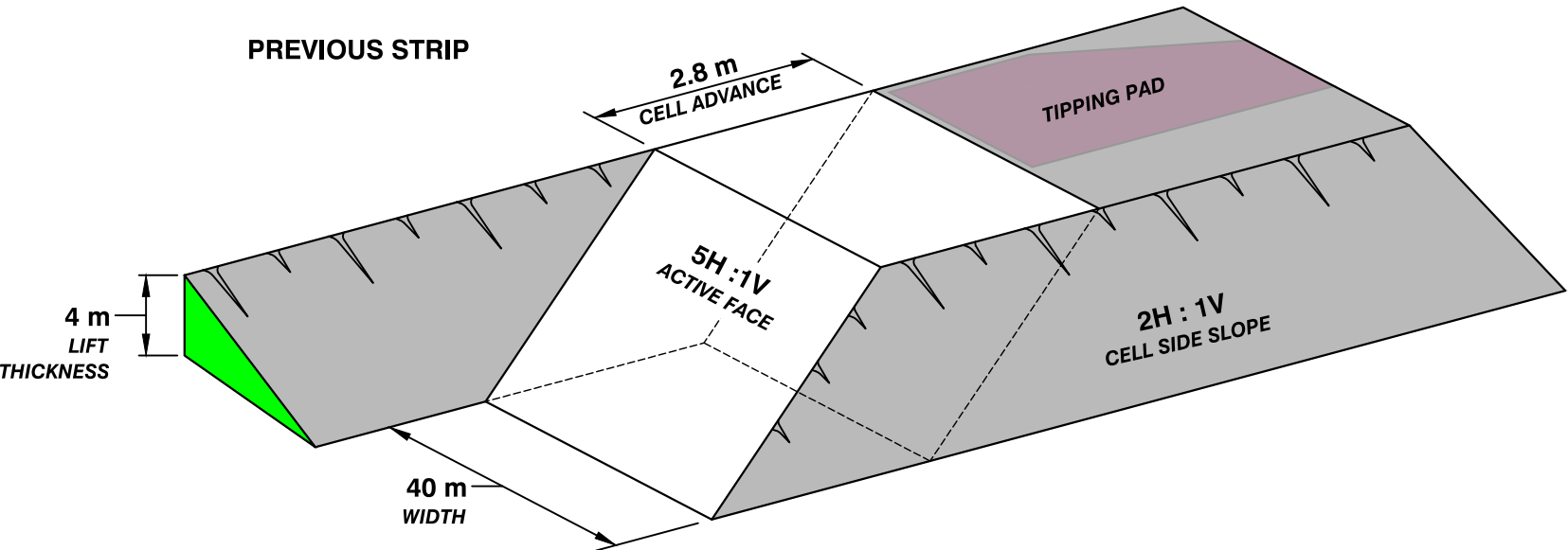
Date	Company	Print Name	Signature
-------------	----------------	-------------------	------------------

**Every worker must sign off the checklist prior to
commencing work**



THE DRAWINGS

X:\PRJ\PRJ19\PRJ19048 - HARTLAND LANDFILL OPERATIONS CONTRACT ENGINEERING SUPPORT\06_AUTOCAD DRAWINGS\REPORT FIGURES\FIG X FILLING CONCEPT FOR 163M LIFT.DWG 8/16/2019 7:19 PM



Sperling
Hansen
Associates

Landfill Services Group

- Landfill Siting
- Design & Operations Plans
- Landfill Closure
- Environmental Monitoring

#8 - 1225 East Keith Road
North Vancouver, B.C. V7J 1J3

Phone: (604) 986-7723
Fax: (604) 986-7734

LEGEND:

CLIENT:

CRD
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Capital Regional District

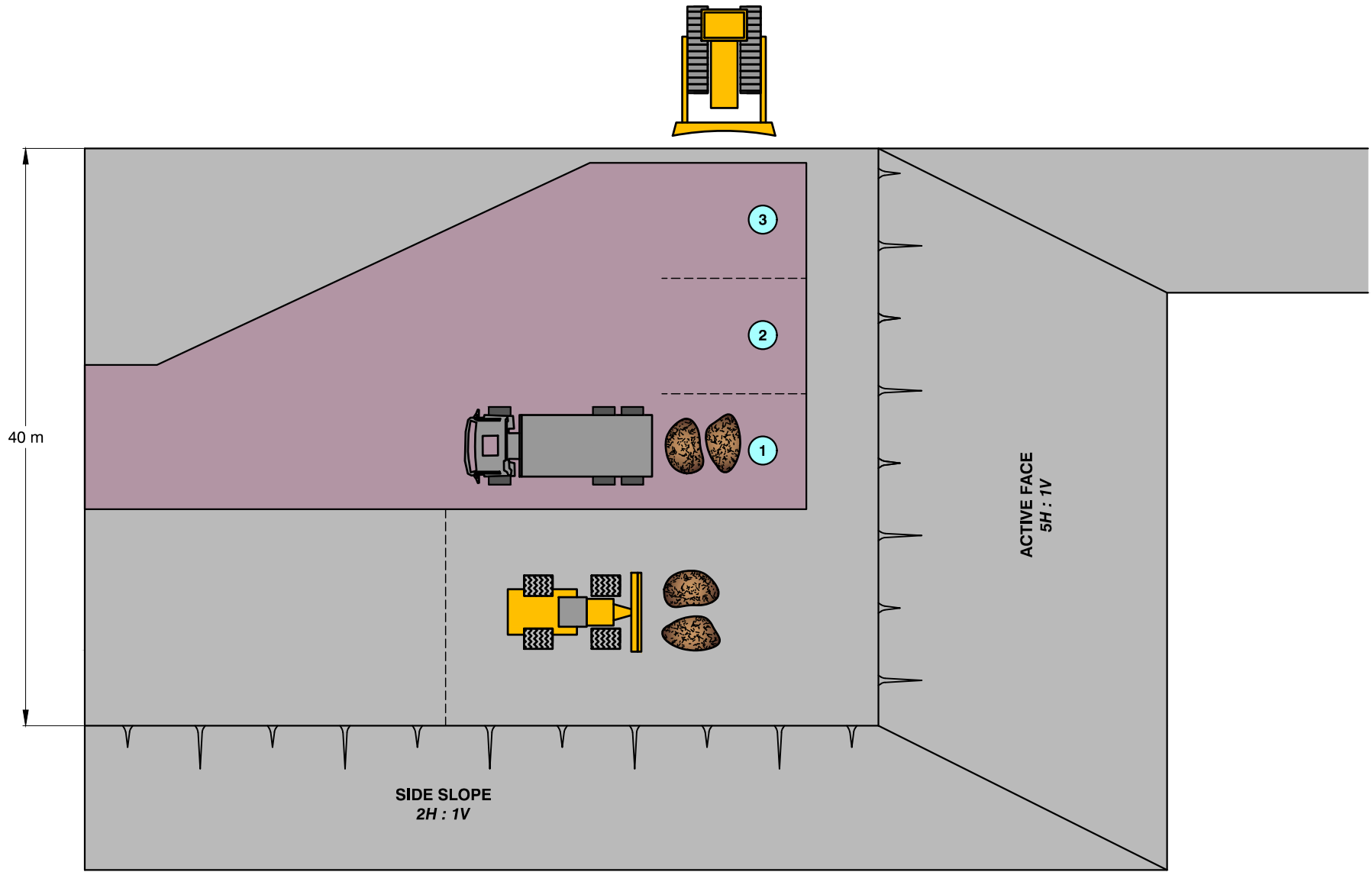
PROJECT:

HARTLAND MASTER FILLING PLAN
LANDFILL CRITERIA
CONFORMANCE REVIEW

TITLE:

LIFT CONSTRUCTION CONCEPT
USING STRIP METHOD

SCALE: NTS	DATE: 2019/08/16 yyyy/mm/dd	PROJECT NO: PRJ19048
DESIGNED	TS	DRAWING NO: FIGURE 1
DRAWN	BR	
CHECKED	TS	



SPERLING
HANSEN
ASSOCIATES

Landfill Services Group

- Landfill Siting
- Design & Operations Plans
- Landfill Closure
- Environmental Monitoring

#8 - 1225 East Keith Road
North Vancouver, B.C. V7J 1J3
Phone: (604) 986-7723
Fax: (604) 986-7734

LEGEND:

CLIENT:



Capital Regional District

PROJECT:

HARTLAND MASTER FILLING PLAN
LANDFILL CRITERIA
CONFORMANCE REVIEW

TITLE:

ACTIVE FACE SIDE PUSH
CONCEPT

SCALE:

NTS

DATE:

2019/08/16
yyyy/mm/dd

PROJECT NO:

PRJ19048

DESIGNED

TS

DRAWING NO:

DRAWN

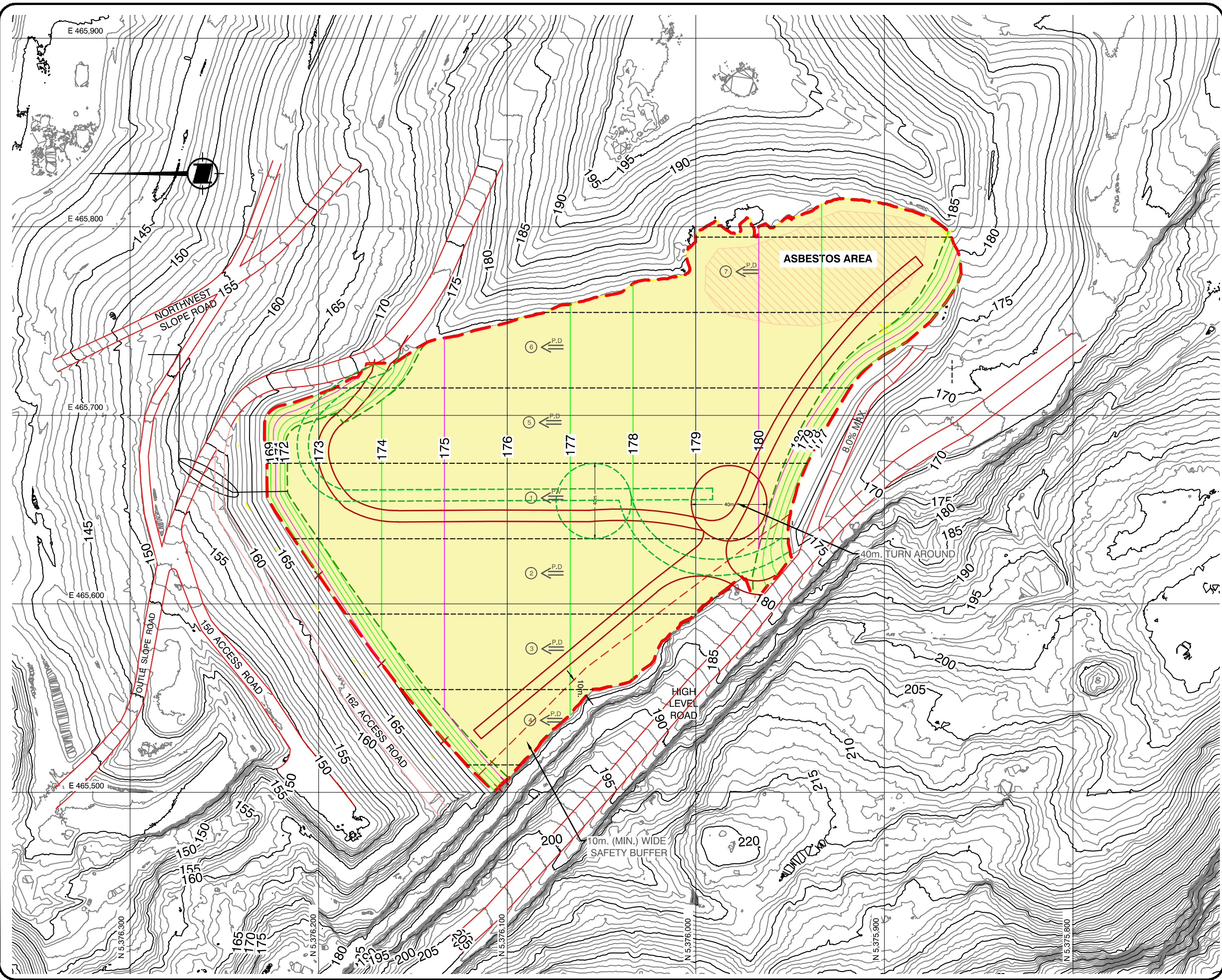
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CHECKED

TS

FIGURE 2

X:\PRJ\PRJ19\PRJ19048 - HARTLAND LANDFILL OPERATIONS CONTRACT ENGINEERING SUPPORT\06_AUTOCAD DRAWINGS\REPORT FIGURES\FIG3 167m LIFT-SHA_SURFACE LIDAR 2018 R04 (A1).DWG 8/16/2019 6:54 PM



Landfill Services Group
• Landfill Siting
• Design & Operations Plans
• Landfill Closure
• Environmental Monitoring
#8 - 1225 East Keith Road
North Vancouver, B.C. V7J 1J3
Phone: (604) 986-7723
Fax: (604) 986-7734

LEGEND:

- 5m EXISTING CONTOUR
- 1m EXISTING CONTOUR
- 5m DESIGN CONTOUR
- 1m DESIGN CONTOUR
- EXISTING ROADS
- ROADS TOP OF LIFT
- ROADS BOTTOM OF LIFT
- MONTHLY STRIP LIMITS
- EXISTING TOP OF BANK
- PROPOSED TOP OF BANK
- GP1 GRADE POLE/MARKING
- STRIP/NUMBER

CLIENT:

Capital Regional District

PROJECT:

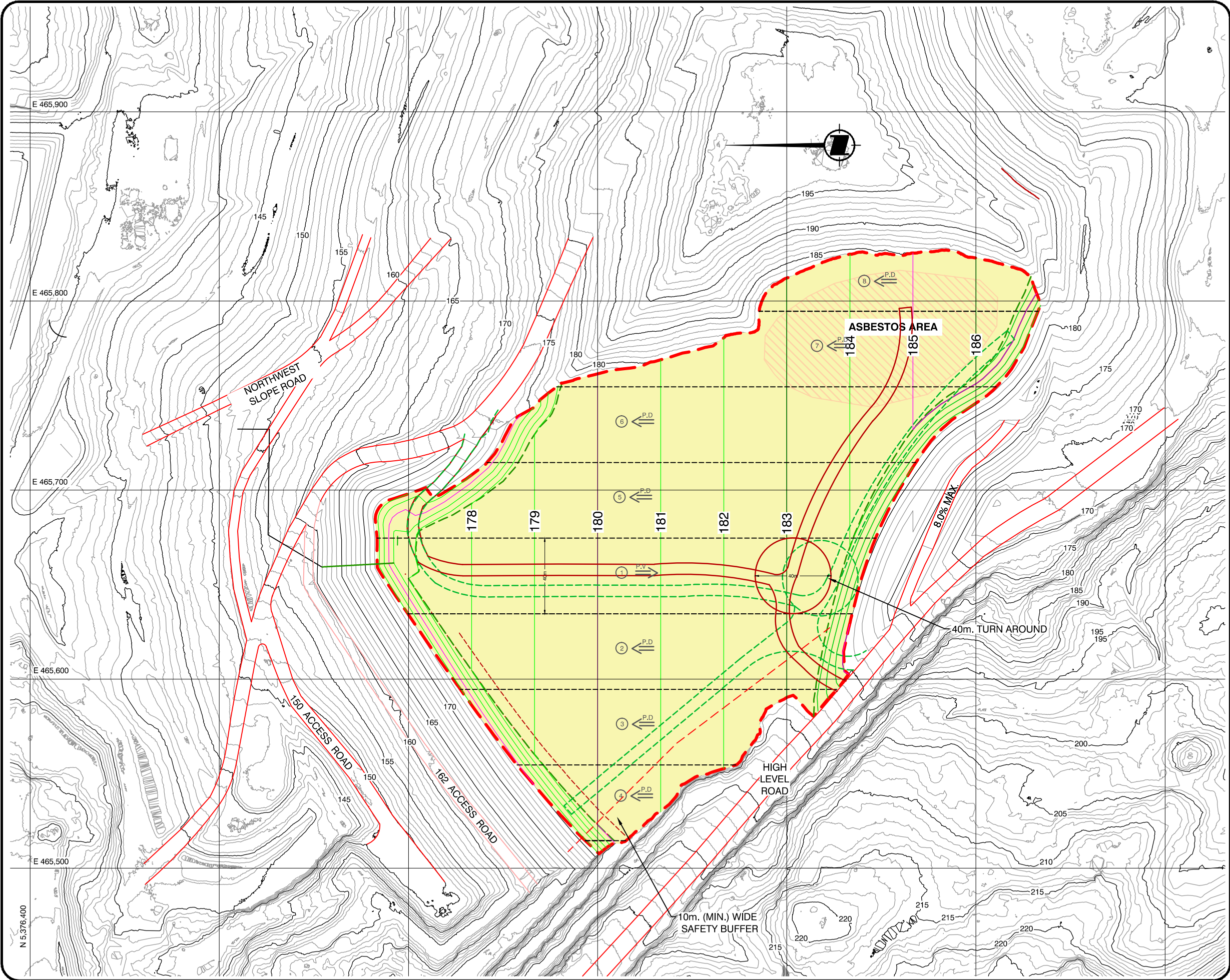
HARTLAND MASTER FILLING PLAN
LANDFILL CRITERIA
CONFORMANCE REVIEW

TITLE:

**PHASE 2, CELL 3 FILLING PLANS
167m LIFT / FILLING**

SCALE: 1:2000	DATE: 2019/08/16 yyyy/mm/dd	PROJECT NO: PRJ19048
DESIGNED TS	DRAWING NO: FIGURE 3	
DRAWN BR		
CHECKED TS		

X:\PRJ\PRJ19\PRJ19048 - HARTLAND LANDFILL OPERATIONS CONTRACT ENGINEERING SUPPORT\06 AUTOCAD DRAWINGS\REPORT FIGURES\FIG 4 FILL PLAN-171 LIFT.DWG 8/16/2019 6:31 PM



SPERLING
HANSEN
ASSOCIATES

Landfill Services Group

- Landfill Siting
- Design & Operations Plans
- Landfill Closure
- Environmental Monitoring

#8 - 1225 East Keith Road
North Vancouver, B.C. V7J 1J3
Phone: (604) 986-7723
Fax: (604) 986-7734

LEGEND:

- 5m EXISTING CONTOUR
- 1m EXISTING CONTOUR
- 5m DESIGN CONTOUR
- 1m DESIGN CONTOUR
- EXISTING ROADS
- ROADS TOP OF LIFT
- ROADS BOTTOM OF LIFT
- MONTHLY STRIP LIMITS
- EXISTING TOP OF BANK
- PROPOSED TOP OF BANK
- GRADE POLE/MARKING
- STRIP/NUMBER

CLIENT:



PROJECT:

HARTLAND MASTER FILLING PLAN
LANDFILL CRITERIA
CONFORMANCE REVIEW

TITLE:

PHASE 2, CELL 3 FILLING PLANS
171m LIFT / FILLING

SCALE:

1:2000

DATE:

2019/08/16
yyyy/mm/dd

PROJECT NO:

PRJ19048

DESIGNED

TS

DRAWN

BR

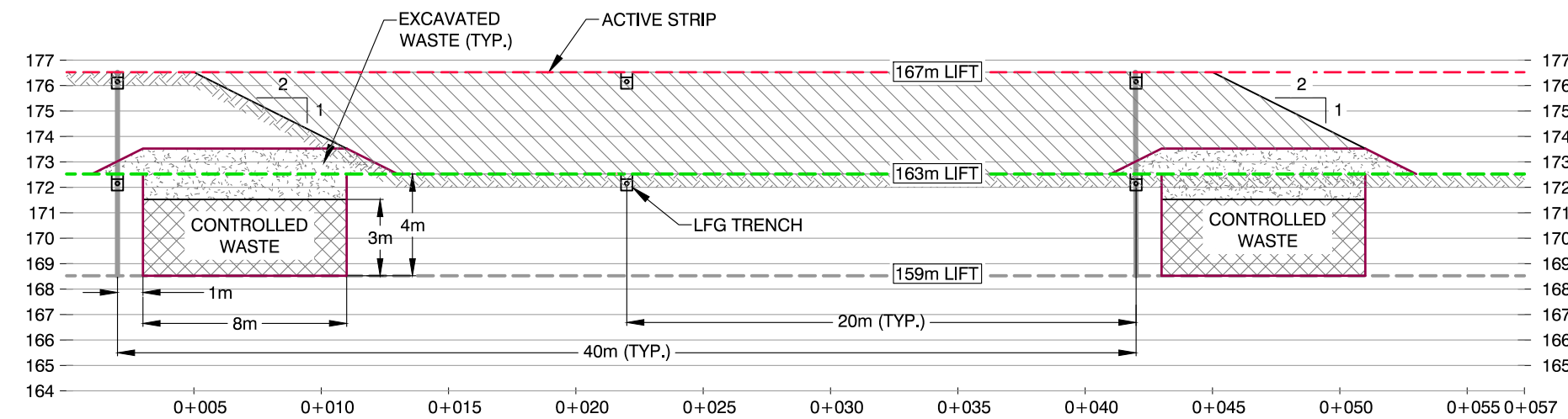
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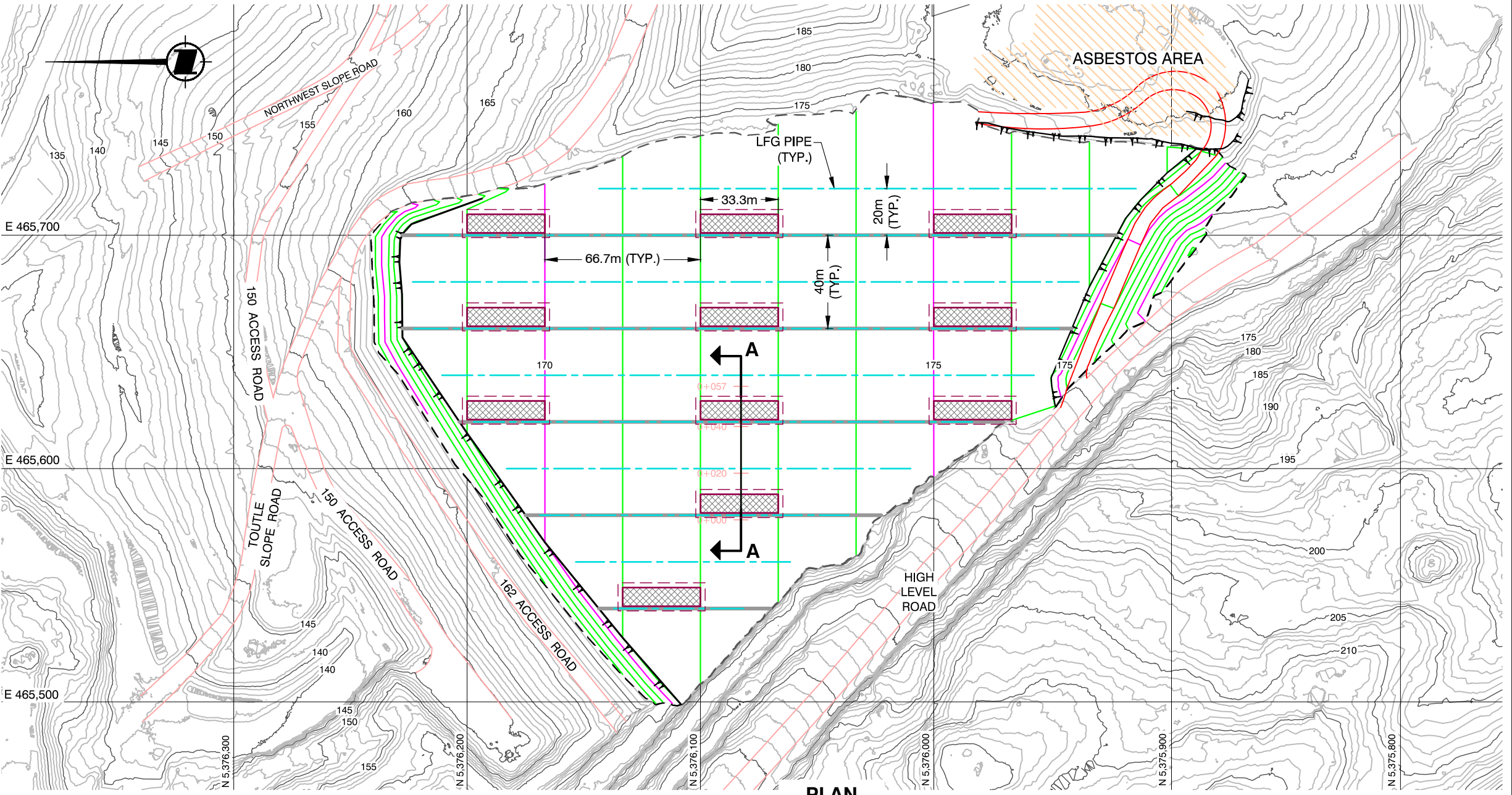
DRAWING NO:

FIGURE 4

X:\PRJ\PRJ19\PRJ19048 - HARTLAND LANDFILL OPERATIONS CONTRACT ENGINEERING SUPPORT\06 AUTOCAD DRAWINGS\ REPORT FIGURES\FIG X FILLING CONCEPT FOR 163M LIFT.DWG 8/16/2019 6:56 PM



SECTION A-A
SCALE 1:250



PLAN
SCALE 1:2000



Landfill Services Group
• Landfill Siting
• Design & Operations Plans
• Landfill Closure
• Environmental Monitoring
#8 - 1225 East Keith Road
North Vancouver, B.C. V7J 1J3
Phone: (604) 986-7723
Fax: (604) 986-7734

- LEGEND:
- 5m EXISTING CONTOUR
 - 1m EXISTING CONTOUR
 - 5m DESIGN CONTOUR
 - 1m DESIGN CONTOUR
 - ROAD
 - CONTROLLED WASTE TRENCH
 - LANDFILL GAS HORIZONTAL

CLIENT:
CRD
Making a difference together
Capital Regional District

PROJECT:
HARTLAND MASTER FILLING PLAN
LANDFILL CRITERIA
CONFORMANCE REVIEW

TITLE:
**CONTROLLED WASTE
FILLING CONCEPT
FOR 163m LIFT**

SCALE: AS SHOWN	DATE: 2019/08/16 yyyy/mm/dd	PROJECT NO: PRJ19048
DESIGNED TS	DRAWING NO: FIGURE 5	
DRAWN BR		
CHECKED TS		

ADDENDA

BY EMAIL

October 18, 2019

File: 19-2005

TO ALL TENDERERS

Dear Sir/Madam:

**RE: HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
– ADDENDUM NO. 1**

In accordance with the provision contained in the "Instructions to Tenderers" for Contract 19-2005, Addendum No. 1 is hereby issued and a copy attached.

Yours truly,



Joshua Frederick, P.Eng.
Manager Project Engineering
Parks & Environmental Services Department

JF/sm

Attachments: 5

Tender Annexure, Item 10 - Tender Evaluation Criteria
Revised Schedule of Prices and Estimated Quantities
Specifications - Division 1 – General Requirements, Summary of Work,
Pages 3, 4, And 5
Specifications - Division 1 – General Requirements, Price and Payment
Descriptions, Page 6
Specifications - Division 2 – Contractor Duties and Responsibilities, Page 9

cc: Steve May, Senior Manager, Facilities Management & Engineering Services, CRD
Russ Smith, Senior Manager, Environmental Resource Management, CRD
Brad Munro, Senior Engineering Technician, Facilities Management & Engineering
Services, CRD



Making a difference...together

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
ADDENDUM NO. 1

TO ALL CONTRACTORS AND TENDERERS:

This letter shall serve as confirmation that the revisions included herein as Addendum No. 1 shall form part of the Contract Documents for Contract 19-2005.

ADDENDUM NO. 1

Revise the Contract Documents as follows:

TENDER ANNEXURES

Tender Annexure, Item 10 - Tender Evaluation Criteria, is attached to this Addendum 1.

**SPECIFICATIONS - DIVISION 1 – GENERAL REQUIREMENTS, Summary of Work,
Pages 3, 4, and 5**

Replace Specifications – Division 1 – General Requirements, Summary of Work, pages 3, 4, and 5 in their entirety, with the attached revised Specifications – Division 1 – General Requirements, Summary of Work pages 3, 4, and 5.

**SPECIFICATIONS - DIVISION 1 – GENERAL REQUIREMENTS, Price and Payment
Descriptions, Page 6**

Replace Specifications – Division 1 – General Requirements, Price and Payment Descriptions, page 6 in their entirety, with the attached revised Specifications – Division 1 – General Requirements, Price and Payment Descriptions, page 6.

SPECIFICATIONS - DIVISION 2 – CONTRACTOR DUTIES AND RESPONSIBILITIES, Page 9

Replace Specifications – Division 2 – Contractor Duties and Responsibilities, page 9 in its entirety, with the attached revised Specifications – Division 2 – Contractor Duties and Responsibilities, page 9

All Tenderers shall acknowledge receipt and acceptance of this Addendum No. 1 by signing and dating in the spaces provided below and submitting the signed Addendum with the Tender. Tenders submitted without this Addendum may be considered incomplete.

Yours truly,

A handwritten signature in blue ink, appearing to read "Joshua Frederick", is written over a horizontal line.

Joshua Frederick, P. Eng.
Manager, Project Engineering
Parks & Environmental Services Department

JF/sm

October 18, 2019

TENDERER - Please print name

SIGNATURE

19-2005

DATE

CAPITAL REGIONAL DISTRICT

OPERATION OF HARTLAND LANDFILL
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

TENDER EVALUATION CRITERIA

#	Requirement	Criteria met at time of tender close (Y/N)	Details
1	Company		
	Currently operating a landfill in Canada or the United States		
	Previous experience landfilling		
	Clear record of WorkSafeBC non-compliance violations history		
	Company has financial capacity to source and deploy the following key pieces of equipment by June 1, 2020: 1) New Steel-Wheeled Compactor – CAT 836K or Equivalent 2) New Track Type Dozer- D8T WH or Equivalent		
		Criteria will be met by July 1, 2020 (Y/N)	Details
2	Prime Construction/Project Manager		
	Previous landfilling experience - Min 1 year		
	SWANA LOB certified ⁽¹⁾		
	Trained in Safe Handling of Asbestos Containing Material		
3	Site Supervisor		
	Previous landfilling experience – Min 2 years		
	SWANA MOLO certified ⁽¹⁾		
	Trained in Safe Handling of Asbestos Containing Material		
4	Site Operators		
	Previous experience landfilling		
	SWANA LOB certified ⁽¹⁾		
	Trained in Safe Handling of Asbestos Containing Material		
	Attend Landfill Fire Response training.		

¹Solid Waste Association of North America (SWANA), Landfill Operations Basic (LOB), Manager of Landfill Operations Certification (MOLO).

CAPITAL REGIONAL DISTRICT

HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following list of equipment and estimated annual hours of work. It is mandatory to complete this schedule and failure to provide any rates for equipment listed may result in rejection of the tender.

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	New steel wheeled refuse compactor CAT 836K 500 HP 55,000 kg or equivalent	hours	2600	\$	\$
2.	New track type dozer CAT D8T WH 350 HP tractor 40,000 kg or equivalent	hours	500	\$	\$
3.	Track type dozer CAT D6 200 HP tractor 22,000 kg or equivalent	Hours	300	\$	\$
4.	4 x 4 backhoe loader 80 HP	hours	400	\$	\$
5.	Hydraulic track type excavator 120 HP	hours	2100	\$	\$
6.	Hydraulic track type excavator 200 HP	hours	600	\$	\$
7.	5,000 litres winterized water tank for fire control with pump/hose/nozzle	week	50	\$	\$
8.	Articulated dump truck 30 ton/300 HP	hours	1000	\$	\$
9.	Wheel loader 175 HP complete with 3 m ³ bucket	hours	230	\$	\$
10.	Motor grader 150 HP	hours	20	\$	\$
11.	½ ton 4 x 4 crew pickup truck	week	50	\$	\$
12.	Light plant illuminate 4000 watt minimum	week	30	\$	\$
13.	Water tanker truck 5000L complete with spray bar (dust)	hours	250	\$	\$

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
	Subtotal			\$	\$
	Goods and Services Tax (GST) Registration No. _____			\$	\$
Total for this page carried forward to Tender Summary (Page 17)				\$ _____	

HORIZONTAL GAS WELLS INSTALLATION					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	4 x 4 backhoe loader 80 HP	hours	250	\$	\$
2.	Articulated dump truck 30 ton/300 HP	hours	150	\$	\$
3.	Hydraulic track type excavator 120 HP	hours	250	\$	\$

PROVISIONAL ITEM					
1.	Steel wheeled refuse compactor 400 HP CAT 826H 40,000 kg or equivalent	hours	(400 hrs maximum)	\$	\$

- NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities are per calendar year estimates only and shall be used for the purpose of obtaining comparable tender amounts only and are not guaranteed hours.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Engineer prior to the commencement of such work. The contingency allowance is the total allowance for the entire per year term and any renewal terms of the Contract and shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.
- (3) Hourly costs provided includes equipment operator as well as all other equipment costs.

- .1 One **new** steel-wheeled compactor Caterpillar 836K or equivalent or better, as approved by the Engineer, with a minimum operating weight of 53,000 kg or better, and production capacity of a minimum 1,000 tons per day, complete with air conditioning, that was originally designed and built for the purpose of compacting refuse at landfill sites and not converted from some other use. The Owner, at its discretion and expense, reserves the right to install and operate on the compactor a GPS based tracking technology that will monitor the compactor's utilization and compaction rates achieved. Compactor operating time will be monitored by GPS. The Owner reserves the right to adjust and/or limit the payment hours for the compactor should there be a discrepancy in the hours claimed vs GPS tracked. The Contractor shall comply with the Owner's request to install any type of monitoring system. Contractor should plan for 9.5 hours of operating time per weekday and 5.5 hours per Saturday.

Cleats and wheel seals and bearings must be maintained at all times to the manufacturer's recommended optimal specifications.

At the Owner's expense, the compactor shall be outfitted with a two-way radio communication system for the purpose of communicating with the Owner's landfill staff.

- .2 One new high track type dozer D8T or equivalent outfitted to push garbage, as approved by the Engineer, 40,000 kg and 350 HP or better, complete with enclosed operating compartment and air conditioning.
- .3 One track type dozer or better CAT D6 or equivalent, 22,000 kg and 200 HP and enclosed operating compartment with air conditioning.
- .4 One 4 x 4 backhoe loader – 7,000 kg and 80 HP complete with 4-in-1 bucket or better, complete with enclosed operating compartment and air conditioning.
- .5 One hydraulic track type excavator – 19,000 kg and 120 HP with enclosed air conditioned operating compartment, complete with hydraulic thumb or better.
- .6 One hydraulic track type excavator 30,000 kg and 200 HP with enclosed air conditioned operating compartment complete with hydraulic thumb or better.
- .7 A mobile, winterized water tank for fire control with minimum 5,000 litres capacity, on board pumps, and minimum 32 mm diameter, 40 m long hose complete with a nozzle able to spray at a sustained pressure of 100 psi or greater.
- .8 One articulated six wheel drive dump truck 30 tonne and 300 HP.
- .9 A wheeled loader 175 HP with enclosed operating compartment complete with a minimum 3 m³ bucket or better.

- .10 A motor grader 150 HP on standby (one day notice).
- .11 One half-ton 4 x 4 crew pickup truck or better.
- .12 A water tanker truck with a minimum capacity of 5,000 litres, with spray bar, for the purpose of providing dust control as directed by the Engineer, and a 50 mm Ø hose connection and pump capable of pumping 400 litres per minute.
- .13 Provisional Item

One standby steel wheeled compactor 826H or equivalent available for deployment within 6 hours, as approved by the Engineer, with a minimum operating weight of 41,000kg or better, complete with air conditioning, that was originally designed and built for the purpose of compacting refuse at landfill sites and not converted from some other use. The Owner, at its discretion and expense, reserves the right to install and operate on the compactor a GPS based tracking technology that will monitor the compactor's utilization and compaction rates achieved. Compactor operating time will be monitored by GPS. The Owner reserves the right to adjust and/or limit the payment hours for the compactor should there be a discrepancy in the hours claimed vs GPS tracked. The Contractor shall comply with the Owner's request to install any type of monitoring system. Maximum standby hours for this piece of equipment will be 400 hours per year, and shall only be utilized with the approval of the Engineer.

1.1.9 Additional Materials and Equipment Requirements

- .1 The air conditioning in all equipment, requiring it, shall be in good working condition.
- .2 Equipment that is supplied to the Contractor by a Subcontractor (is not the Contractor's equipment) as standby equipment must be accompanied by a Letter of Agreement between the Contractor and Subcontractor for supply for approval by the Owner.
- .3 There shall be no payment for standby equipment.
- .4 On-Site Fuel Tanks
 - (i) Diesel fuel storage tanks will be double containment systems compliant with the *BC Fire Code*. The primary tank shall be constructed in accordance with ULC S601-93 specifications, the containment of 110% shall be constructed in accordance with ULC S653-94 specifications.
 - (ii) Used oil tanks shall be constructed in accordance with ULC S652-93 specifications.
 - (iii) Gasoline containers shall be stored in approved storage cabinets.
 - (iv) All storage tanks, containers and cabinets shall be permitted and approved by the local fire authority.

- .5 Equipment is only paid for the actual time it is in use (e.g. excavator for loading, then the rock truck for hauling, not combined, unless operated concurrently by two operators).
- .6 There will be no monetary compensation for equipment deliveries to and from site throughout the duration of this Contract.

The Contractor shall also provide to the Engineer upon demand all equipment maintenance and pre-trip inspection reports as necessary to satisfactorily perform the Contract. All equipment must, at all times, be equipped with appropriate fire extinguishers.

END OF SECTION

PART 2 GENERAL

1.2.1 General

- .7 Work completed under this Contract will be conducted using the equipment to be supplied and operated herein. This equipment will be paid for at the hourly rates set out in the Schedule of Prices and Estimated Quantities.
- .8 All costs associated with finding and supplying all equipment and performing all work specified herein shall be incorporated in the prices set out in the Schedule and shall include Contractor's overhead and profit.
- .9 Each item in the Schedule of Prices and Estimated Quantities is individual and the Owner retains the right to delete one of more of the items at its sole discretion without any claim for loss of profit or any other claim.

1.2.2 Progress Payments

- .1 Refer to Article No. 46 of the General Conditions.

1.2.3 Description of Payment Items

- .1 Work set out in the Schedule of Prices and Estimated Quantities shall include, but not be limited by, the following brief descriptions:

- Estimated Equipment Usage per Week – Key Pieces of Equipment

Equipment	Hours
Steel Wheeled Refuse Compactor CAT 836K 500 HP	50-55
New track type dozer CAT D8T WH 350 HP	45-59
Track type dozer CAT D6 200 HP	10
Hydraulic track type excavator 120 HP	10
Hydraulic track type excavator 200 HP	34
Articulated dump truck 30 ton/300 HP	18
4 x 4 backhoe loader 80 HP	6

*Subject to change at the discretion of the Engineer

- Supervisor/Operator hourly charge is for time on site that is not able to be covered off by equipment rental i.e. attend meetings or discussion sessions. This would be for short periods of time, on occasion, as required.
- There will be no additional fees for overhead, management, repairs, fuels and overtime rates. These items are to be built into the hourly pay structure.
- See also Division 2, Item 2.5.

- .1 The supervisor and all staff who are likely to respond to a landfill fire emergency shall have completed a landfill fire awareness course.
- .2 The Contractor is required to meet the safety requirements described in Article 37 of the General Conditions. In addition, the Contractor's supervisor shall attend all Hartland operations meetings to be held the first Thursday of every month, unless stated otherwise by the Engineer.
- .3 The Owner may provide, from time to time, on-site training in matters of mutual benefit to the on-going health and safety of workers employed in the landfill operation. The Contractor's supervisor and/or his workers will, at the request of the Engineer, be required to attend these sessions.
- .4 The Contractor will ensure all their employees and employees of all subcontractors have received safety orientation training from the Owner prior to working at the site in any capacity.
- .5 All equipment operators must be experienced, licensed and certified, where applicable, and well trained to the satisfaction of the Engineer. Copies of licenses, certificates and appropriate evidence of certification shall be provided to the Engineer upon request.
- .6 The Contractor will have a staff member trained in the safe handling of asbestos or asbestos hazard recognition when handling asbestos containing material.

2.4 Safety Requirements

- .1 See Appendix A – Owner's Notification of Hazard document.
- .2 See Appendix B – Hartland Landfill Contractors' Site Safety Requirements.
- .3 See General Conditions Item #37 Safety Requirements.
- .4 A Hartland Landfill site specific safety plan is required. The plan shall be prepared by a qualified professional. This site specific safety plan must be submitted to, reviewed, and approved by the Engineer in writing before notice to proceed is given.
- .5 No cell phones, earphones, or ear buds to be in use while operators are operating equipment on the active face. Operator to be aware of on-site radio communications and respond appropriately.
- .6 Gas detectors are required to be supplied and worn by all contractors working on the landfill property.
- .7 Asbestos awareness training along with a supplied half mask respirator.
- .8 Landfill fire awareness training along with a supplied full face respirator.

BY EMAIL

October 28, 2019

File: 19-2005

TO ALL TENDERERS

Dear Sir/Madam:

**RE: HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
– ADDENDUM NO. 2**

In accordance with the provision contained in the "Instructions to Tenderers" for Contract 19-2005, Addendum No. 2 is hereby issued and a copy attached.

Yours truly,



Joshua Frederick, P.Eng.
Manager Project Engineering
Parks & Environmental Services Department

JF/sm

Attachments: 3

Addendum 2
Revised Schedule of Prices and Estimated Quantities
Specifications - Division 1 – General Requirements - Summary of Work, Pages 3, 4, And 5

cc: Steve May, Senior Manager, Facilities Management & Engineering Services, CRD
Russ Smith, Senior Manager, Environmental Resource Management, CRD
Brad Munro, Senior Engineering Technician, Facilities Management & Engineering Services, CRD



Making a difference...together

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
ADDENDUM NO. 2

TO ALL CONTRACTORS AND TENDERERS:

This letter shall serve as confirmation that the revisions, including questions from proponents and responses, included herein as Addendum No. 2 shall form part of the Contract Documents for Contract 19-2005.

ADDENDUM NO. 2

Revise the Contract Documents as follows:

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

Replace the Schedule of Prices and Estimated Quantities in its entirety and replace with the attached, Revised for Addendum 2, Schedule of Prices and Estimated Quantities.

SPECIFICATIONS, FOOTER

Delete:

Capital Regional District
Hartland Landfilling Operations January 2017 to June 2025
Contract 19-2005

Add:

Capital Regional District
Hartland Landfilling Operations July 2020 to June 2025
Contract 19-2005

**SPECIFICATIONS - DIVISION 1 – GENERAL REQUIREMENTS, Summary of Work,
Pages 3, 4, and 5**

Replace Specifications – Division 1 – General Requirements, Summary of Work, pages 3, 4, and 5 in their entirety, with the attached Revised for Addendum 2, Specifications – Division 1 – General Requirements, Summary of Work pages 3, 4, and 5.

PROPONENT QUESTIONS AND RESPONSES

Q1: Are the horsepower requirements a minimum or an approximation? Is there an age or hour limit to any of the equipment other than the 836?

A1: The Horsepower requirements are minimums. The Cat 836K or approved equivalent and D8T WH or approved equivalent is to be new. All other pieces of equipment should be in good working condition and have a max use of 3-4 years.

Q2: Can we provide a performance bond instead of a letter of credit for the performance guarantee?

A2: The Letter of Credit tender requirement stands.

Q3: Can any information on the chart below be provided?

A3: At the above request, values have been added to the table below:

Year	Waste Tonnage Landfilled (tonnes)	Approximate Cover Volume Used (m ³)	Compaction Achieved (kg/m ³)
2015	121927	49000	1170
2016	145413	50000	1000
2017	156875	63000	1200
2018	160512	52000	1160
2019*	147000	40000	900
2020*	145000	21000	900**
2021*	144000	21000	900
2022*	142000	21000	900
2023*	140000	20000	900
2024*	140000	20000	900
2025*	140000	20000	900

*Forecasted Waste Tonnage to the landfill

**Waste density only – without cover material.

Q4: Can you provide detail on how many hours have been paid on average for each piece of equipment?

A4: The numbers are typically within +/- 15 to 20% of the estimates provided on the Schedule of Prices and Estimated Quantities in the tender form and varies based on tonnages received.

Q5: Will you consider a holdback bond instead of a holdback?

A5: The CRD standard is to apply a hold back and will be released at the end of each year.

Q6: Can we use a water trailer instead of a water truck?

A6: A water truck will be required for dust control and active face wet downs with water/leachate.

Q7: Can you provide daily load counts going to the active face?

A7: Average 125 loads per day.

Q8: Is the site operational on Sundays and holidays?

A8: The site is closed on Sundays and will be partially open on most Stat holidays from 10 a.m. to 2 p.m.

Q9: Please provide details on the contractor's duties for snow removal and sanding operations.

A9: Contractor must clear and maintain access road to working face, shop, gas plant and CRD's critical infrastructure; plus all internal haul roads to material stockpiles.

Q10: The Tender requires a minimum of 2 equipment operators and also requires a minimum of 2 employees actively engaged in conducting the Work at the active face during all operating hours. Would equipment operators at the active face be included as an employee actively engaged in Work at the active face or would those be additional?

A10: The additional employee and a working supervisor will be required for other site related activities. They are in addition to the two main equipment operators at the active face.

Q11: If the contractor exceeds 900kg/m³ in density, is there a performance bonus available?

A11: There will be no performance bonus for achieving densities over 900kg/m³.

Q12: Is the Letter of Credit annually renewable?

A12: The original Letter of Credit will be held in trust by the CRD over the entire term of the contract, plus sixty (60) days.

Q13: What is the number of hours in the pricing table based on, the prior year's hours invoiced?

A13: The estimates provided under the Schedule of Prices and Estimated Quantities are based on previous five years of equipment use on site as well as the newly adopted landfilling methodology.

Q14: What will the motor grader be used for?

A14: The motor grader will be on standby and also used for snow removal and road grading.

Q15: Who is responsible for scale operations?

A15: CRD staff will operate the scales as part of front end landfill administration and is not part of contractor responsibility.

Q16: Can the CRD provide the average utility costs paid by the current contractor paid in the last 12 months?

A16: These costs are paid directly by the contractor and are not readily available.

Q17: Is there phone and internet connection at the landfill?

A17: There is no phone or internet available at the contractor shed.

Q18: How would the CRD like proponents to demonstrate our ability to meet criteria 2, 3, and 4 of the tender evaluation criteria matrix by July 1, 2020? If a proponent currently meets these criteria and another proponent is able to meet them by July 2, 2020 will the CRD score them equally in the evaluation?

A18: At the time of tender close, the CRD requires proponents to confirm that they will be able to meet criteria 2, 3, and 4 by July 1, 2020 by answering the questions on the Criteria form. Upon receiving the Notification of Award, anticipated to be mid-January 2020, the successful proponent will be required to submit a detailed staff training and development plan.

Q19: If proponents don't currently have equipment operators hired for this contract but will utilize equipment operators that meet or exceed the requirements of the RFP, how would the CRD score this in the evaluation?

A19: As long as proponents commit to hiring/training the required operators by July 2020 all submissions will be evaluated the same. Failure to provide certified operators by July 1, 2020 may result in disqualification of the bidder and the CRD may claim liquidated damages and work with the next successful bidder to further the contract.

All Tenderers shall acknowledge receipt and acceptance of this Addendum No. 2 by signing and dating in the spaces provided below and submitting the signed Addendum with the Tender. Tenders submitted without this Addendum may be considered incomplete.

Yours truly,



Joshua Frederick, P. Eng.
Manager, Project Engineering
Parks & Environmental Services Department

JF/sm

October 28, 2019

TENDERER - Please print name

SIGNATURE

DATE

19-2005

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following list of equipment and estimated annual hours of work. It is mandatory to complete this schedule and failure to provide any rates for equipment listed may result in rejection of the tender.

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	New steel wheeled refuse compactor CAT 836K 500 HP 55,000 kg or equivalent	hours	2600	\$	\$
2.	New track type dozer CAT D8T WH 350 HP tractor 40,000 kg or equivalent	hours	500	\$	\$
3.	4 x 4 backhoe loader 80 HP	hours	400	\$	\$
4.	Hydraulic track type excavator 120 HP	hours	2100	\$	\$
5.	Hydraulic track type excavator 200 HP	hours	600	\$	\$
6.	5,000 litres winterized water tank for fire control with pump/hose/nozzle	week	50	\$	\$
7.	Articulated dump truck 30 ton/300 HP	hours	1000	\$	\$
8.	Motor grader 150 HP	hours	20	\$	\$
9.	½ ton 4 x 4 crew pickup truck	week	50	\$	\$
10.	Light plant illuminate 4000 watt minimum	week	30	\$	\$
11.	Water tanker truck 5000L complete with spray bar (dust)	hours	250	\$	\$

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
	Subtotal			\$	\$
	Goods and Services Tax (GST) Registration No. _____			\$	\$
Total for this page carried forward to Tender Summary (Page 17)				\$	_____

HORIZONTAL GAS WELLS INSTALLATION					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	4 x 4 backhoe loader 80 HP	hours	250	\$	\$
2.	Articulated dump truck 30 ton/300 HP	hours	150	\$	\$
3.	Hydraulic track type excavator 120 HP	hours	250	\$	\$

PROVISIONAL ITEMS					
1.	Steel wheeled refuse compactor 400 HP CAT 826H 40,000 kg or equivalent	hours	(400 hrs maximum)	\$	\$
2.	Track type dozer CAT D6 200 HP tractor 22,000 kg or equivalent	Hours	300	\$	\$
3.	Wheel loader 175 HP complete with 3 m ³ bucket	hours	230	\$	\$

- NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities are per calendar year estimates only and shall be used for the purpose of obtaining comparable tender amounts only and are not guaranteed hours.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Engineer prior to the commencement of such work. The contingency allowance is the total allowance for the entire per year term and any renewal terms of the Contract and shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.
- (3) Hourly costs provided includes equipment operator as well as all other equipment costs.

- .1 One **new** steel-wheeled compactor Caterpillar 836K or equivalent or better, as approved by the Engineer, with a minimum operating weight of 53,000 kg or better, and production capacity of a minimum 1,000 tons per day, complete with air conditioning, that was originally designed and built for the purpose of compacting refuse at landfill sites and not converted from some other use. The Owner, at its discretion and expense, reserves the right to install and operate on the compactor a GPS based tracking technology that will monitor the compactor's utilization and compaction rates achieved. Compactor operating time will be monitored by GPS. The Owner reserves the right to adjust and/or limit the payment hours for the compactor should there be a discrepancy in the hours claimed vs GPS tracked. The Contractor shall comply with the Owner's request to install any type of monitoring system. Contractor should plan for 9.5 hours of operating time per weekday and 5.5 hours per Saturday.

Cleats and wheel seals and bearings must be maintained at all times to the manufacturer's recommended optimal specifications.

At the Owner's expense, the compactor shall be outfitted with a two-way radio communication system for the purpose of communicating with the Owner's landfill staff.

- .2 One new high track type dozer D8T or equivalent outfitted to push garbage, as approved by the Engineer, 40,000 kg and 350 HP or better, complete with enclosed operating compartment and air conditioning.
- .3 One 4 x 4 backhoe loader – 7,000 kg and 80 HP complete with 4-in-1 bucket or better, complete with enclosed operating compartment and air conditioning.
- .4 One hydraulic track type excavator – 19,000 kg and 120 HP with enclosed air conditioned operating compartment, complete with hydraulic thumb or better.
- .5 One hydraulic track type excavator 30,000 kg and 200 HP with enclosed air conditioned operating compartment complete with hydraulic thumb or better.
- .6 A mobile, winterized water tank for fire control with minimum 5,000 litres capacity, on board pumps, and minimum 32 mm diameter, 40 m long hose complete with a nozzle able to spray at a sustained pressure of 100 psi or greater.
- .7 One articulated six wheel drive dump truck 30 tonne and 300 HP.
- .8 A motor grader 150 HP on standby (one day notice).
- .9 One half-ton 4 x 4 crew pickup truck or better.
- .10 A water tanker truck with a minimum capacity of 5,000 litres, with spray bar, for the purpose of providing dust control as directed by the Engineer, and a 50 mm Ø hose connection and pump capable of pumping 400 litres per minute.

.11 Provisional Items

One standby steel wheeled compactor 826H or equivalent available for deployment within 6 hours, as approved by the Engineer, with a minimum operating weight of 41,000kg or better, complete with air conditioning, that was originally designed and built for the purpose of compacting refuse at landfill sites and not converted from some other use. The Owner, at its discretion and expense, reserves the right to install and operate on the compactor a GPS based tracking technology that will monitor the compactor's utilization and compaction rates achieved. Compactor operating time will be monitored by GPS. The Owner reserves the right to adjust and/or limit the payment hours for the compactor should there be a discrepancy in the hours claimed vs GPS tracked. The Contractor shall comply with the Owner's request to install any type of monitoring system. Maximum standby hours for this piece of equipment will be 400 hours per year, and shall only be utilized with the approval of the Engineer.

.13 One track type dozer or better CAT D6 or equivalent, 22,000 kg and 200 HP and enclosed operating compartment with air conditioning, available for deployment within 6 hours.

.14 A wheeled loader 175 HP with enclosed operating compartment complete with a minimum 3 m³ bucket or better, available for deployment within 6 hours.

1.1.9 Additional Materials and Equipment Requirements

.12 The air conditioning in all equipment, requiring it, shall be in good working condition.

.13 Equipment that is supplied to the Contractor by a Subcontractor (is not the Contractor's equipment) as standby equipment must be accompanied by a Letter of Agreement between the Contractor and Subcontractor for supply for approval by the Owner.

.14 There shall be no payment for standby equipment.

.15 On-Site Fuel Tanks

(i) Diesel fuel storage tanks will be double containment systems compliant with the *BC Fire Code*. The primary tank shall be constructed in accordance with ULC S601-93 specifications, the containment of 110% shall be constructed in accordance with ULC S653-94 specifications.

(ii) Used oil tanks shall be constructed in accordance with ULC S652-93 specifications.

(iii) Gasoline containers shall be stored in approved storage cabinets.

(iv) All storage tanks, containers and cabinets shall be permitted and approved by the local fire authority.

- .16 Equipment is only paid for the actual time it is in use (e.g. excavator for loading, then the rock truck for hauling, not combined, unless operated concurrently by two operators).
- .17 There will be no monetary compensation for equipment deliveries to and from site throughout the duration of this Contract.

The Contractor shall also provide to the Engineer upon demand all equipment maintenance and pre-trip inspection reports as necessary to satisfactorily perform the Contract. All equipment must, at all times, be equipped with appropriate fire extinguishers.

END OF SECTION

BY EMAIL

October 31, 2019

File: 19-2005

TO ALL TENDERERS

Dear Sir/Madam:

**RE: HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
– ADDENDUM NO. 3**

In accordance with the provision contained in the "Instructions to Tenderers" for Contract 19-2005, Addendum No. 3 is hereby issued and a copy attached.

Yours truly,

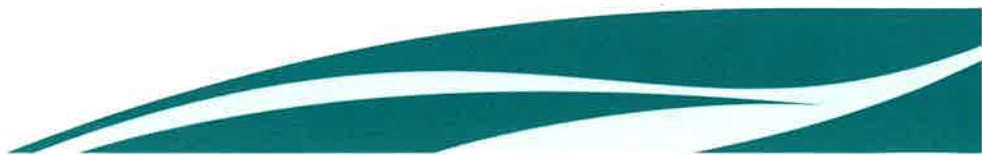


Joshua Frederick, P.Eng.
Manager Project Engineering
Parks & Environmental Services Department

JF/sm

Attachments: 1

cc: Steve May, Senior Manager, Facilities Management & Engineering Services, CRD
Russ Smith, Senior Manager, Environmental Resource Management, CRD
Brad Munro, Senior Engineering Technician, Facilities Management & Engineering Services, CRD





CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
ADDENDUM NO. 3

TO ALL CONTRACTORS AND TENDERERS:

This letter shall serve as confirmation that the revisions included herein as Addendum No. 3 shall form part of the Contract Documents for Contract 19-2005.

ADDENDUM NO. 3

Revise the Contract Documents as follows:

INVITATIONAL TENDER

Delete:

Sealed Tenders, plainly marked on the envelope "Tender for Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005" will be received by the General Manager, Parks & Environmental Services of the Capital Regional District at their offices at 625 Fisgard Street, Victoria, British Columbia up to 2:00:00 p.m. local time on November 8, 2019, at which time they will be opened in public.

Add:

Sealed Tenders, plainly marked on the envelope "Tender for Hartland Landfilling Operations July 2020 to June 2025, Contract 19-2005" will be received by the General Manager, Parks & Environmental Services of the Capital Regional District at their offices at 625 Fisgard Street, Victoria, British Columbia up to 2:00:00 p.m. local time on November 12, 2019, at which time they will be opened in public.

All Tenderers shall acknowledge receipt and acceptance of this Addendum No. 3 by signing and dating in the spaces provided below and submitting the signed Addendum with the Tender. Tenders submitted without this Addendum may be considered incomplete.

Yours truly,



Joshua Frederick, P. Eng.
Manager, Project Engineering
Parks & Environmental Services Department

JF/sm

October 31, 2019

TENDERER - Please print name

SIGNATURE

19-2005

DATE

BY EMAIL

November 4, 2019

File: 19-2005

TO ALL TENDERERS

Dear Sir/Madam:

**RE: HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
– ADDENDUM NO. 4**

In accordance with the provision contained in the "Instructions to Tenderers" for Contract 19-2005, Addendum No. 4 is hereby issued and a copy attached.

Yours truly,



Joshua Frederick, P.Eng.
Manager Project Engineering
Parks & Environmental Services Department

JF/sm

Attachments: 2
Addendum 4
Revised Schedule of Prices and Estimated Quantities

cc: Steve May, Senior Manager, Facilities Management & Engineering Services, CRD
Russ Smith, Senior Manager, Environmental Resource Management, CRD
Brad Munro, Senior Engineering Technician, Facilities Management & Engineering Services, CRD





Making a difference...together

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS JULY 2020 TO JUNE 2025
CONTRACT 19-2005
ADDENDUM NO. 4

TO ALL CONTRACTORS AND TENDERERS:

This letter shall serve as confirmation that the revisions included herein as Addendum No. 4 shall form part of the Contract Documents for Contract 19-2005.

ADDENDUM NO. 4

Revise the Contract Documents as follows:

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

Replace the Schedule of Prices and Estimated Quantities in its entirety and replace with the attached, Revised for Addendum 4, Schedule of Prices and Estimated Quantities.

PROPONENT QUESTIONS AND RESPONSES

- Q1: In addition to Clarification Question 1 in Addendum 2 can we have the age requirement be EITHER an hour or year spec? (ie. a 6 year old 2,000 hr. machine might be better than a 7,000 hr. 4 year old machine) b) Would the CRD accept equipment that is older than 3-4 years that has lower hours on it? If so would you be able to provide a maximum amount of allowable hours. C) If not, would the CRD accept equipment older than 3-4 years that is refurbished and certified by Finning as equivalent?
- A1: Other than the new Cat 836K and D8T, all other pieces of equipment should be in good working condition and should be a 3 to 4 year old machine with a maximum use of 5000 hrs.
- Q2: For the specified new D8 and 836K, would the CRD accept equipment that has been refurbished and certified as equivalent? If not, would the CRD accept a D8 or 836k that is a few years old, but with minimal hours?
- A2: The CAT836K and the D8T are to be new.
- Q3: As the 826 Compactor is a standby machine, does the age or hours requirement apply to it as well?
- A3: No specific age requirements have been set for the standby machine. The expectation is that the unit will be in good working condition and last through the term of the contract.
- Q4: Are you still considering replacing the D8T with a D7E or a D6? If so, please specify which and when as the closing date is approaching.
- A4: The CRD will be using the D8T for tender evaluation and will request pricing on the D7E as an 'Alternate Price' item on the Tender Form - Schedule of Prices and Estimated Quantities.

- Q5: Reviewing documents, is there a *conflict of interest document* that we are required to sign?
- A5: We have not required previous contractors on this project to sign a conflict of interest document, but the CRD expects contractors to disclose any conflicts.
- Q6: Based on the discussions at the site meeting, the quantities coming into the site and stated in the package and the spec of an 836 vs. the current use of an 826 will the CRD reduce the number of hours required for the 836K? And if so, what is the new quantity?
- A6: The contractor will only be paid for actual hourly usage of equipment on site and the hours depicted on the Tender form – Schedule of Prices and Estimated Quantities are a good indication of anticipated hours and annual total contract value. Please see revised hours for the CAT 836K and the CAT D8T dozer.
- Q7: Can a “*Quantity Variation Clause*” be put in place in the contract where the unit rate price can be re-negotiated if quantities of work executed fall short of quantities in the unit price schedule by more than 15%?
- A7: The CRD will not be adding a ‘Quantity Variation Clause’ to allow for any negotiation of unit prices as this is an hourly equipment and operator rental services contract.

All Tenderers shall acknowledge receipt and acceptance of this Addendum No. 4 by signing and dating in the spaces provided below and submitting the signed Addendum with the Tender. Tenders submitted without this Addendum may be considered incomplete.

Yours truly,



Joshua Frederick, P. Eng.
Manager, Project Engineering
Parks & Environmental Services Department

JF/sm

November 4, 2019

TENDERER - Please print name

SIGNATURE
19-2005

DATE

CAPITAL REGIONAL DISTRICT
HARTLAND LANDFILLING OPERATIONS
JULY 2020 TO JUNE 2025

CONTRACT 19-2005

SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

For the purpose of comparison of tenders and for subsequent payment, the Tenderer shall break down his Total Tendered Amount into the following list of equipment and estimated annual hours of work. It is mandatory to complete this schedule and failure to provide any rates for equipment listed may result in rejection of the tender.

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	New steel wheeled refuse compactor CAT 836K 500 HP 55,000 kg or equivalent	hours	1800	\$	\$
2.	New track type dozer CAT D8T WH 350 HP tractor 40,000 kg or equivalent	hours	700	\$	\$
3.	4 x 4 backhoe loader 80 HP	hours	400	\$	\$
4.	Hydraulic track type excavator 120 HP	hours	2100	\$	\$
5.	Hydraulic track type excavator 200 HP	hours	600	\$	\$
6.	5,000 litres winterized water tank for fire control with pump/hose/nozzle	week	50	\$	\$
7.	Articulated dump truck 30 ton/300 HP	hours	1000	\$	\$
8.	Motor grader 150 HP	hours	20	\$	\$
9.	½ ton 4 x 4 crew pickup truck	week	50	\$	\$
10.	Light plant illuminate 4000 watt minimum	week	30	\$	\$
11.	Water tanker truck 5000L complete with spray bar (dust)	hours	250	\$	\$
	Subtotal			\$	\$
	Goods and Services Tax (GST) Registration No. _____			\$	\$

LANDFILLING OPERATIONS					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
Total for this page carried forward to Tender Summary (Page 17)				\$ _____	

OPTIONAL HORIZONTAL GAS WELLS INSTALLATION					
ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITIES OF UNITS ⁽¹⁾	RATE PER UNIT	ESTIMATED ANNUAL AMOUNT
1.	4 x 4 backhoe loader 80 HP	hours	250	\$	\$
2.	Articulated dump truck 30 ton/300 HP	hours	150	\$	\$
3.	Hydraulic track type excavator 120 HP	hours	250	\$	\$

PROVISIONAL ITEMS					
1.	Steel wheeled refuse compactor 400 HP CAT 826H 40,000 kg or equivalent	hours	400	\$	\$
2.	Track type dozer CAT D6 200 HP tractor 22,000 kg or equivalent	Hours	300	\$	\$
3.	Wheel loader 175 HP complete with 3 m ³ bucket	hours	230	\$	\$

ALTERNATE ITEM					
1.	New track type dozer CAT D7E 240 HP tractor 26,000 kg or equivalent	hours	700	\$	\$

- NOTE: (1) The quantities listed in the Schedule of Prices and Estimated Quantities are per calendar year estimates only and shall be used for the purpose of obtaining comparable tender amounts only and are not guaranteed hours.
- (2) No payment of the contingency allowance shall be made unless authorized in writing by the Engineer prior to the commencement of such work. The contingency allowance is the total allowance for the entire per year term and any renewal terms of the Contract and shall be used for such work that is not included in the Contract Documents or Drawings and is deemed as an extra to the Contract. The Contractor shall have no claim for loss of profit or loss of anticipated revenue from this item. The contingency allowance stated in these Contract Documents must be included in the Total Tendered Amount.
- (3) Hourly costs provided includes equipment operator as well as all other equipment costs.

**REPORT TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 23, 2019**

SUBJECT **Reducing Single-Use Expanded Polystyrene Waste Items**

ISSUE

To present options and implications for creating a model bylaw to ban single-use expanded polystyrene waste items and to follow-up on questions pertaining to the gasification of plastics.

BACKGROUND

At its August 14, 2019 meeting, the Capital Regional District (CRD) Board endorsed the following two-part motion:

- That staff be directed to report back with options and implications for creating a model bylaw to ban single-use expanded polystyrene waste items, including cups and containers; and
- That staff contact the two companies that proposed gasifiers as part of the biosolids request for proposals to see if they could include plastics and Styrofoam and report back to the Parks & Environment Committee.

Bans can be implemented in some form by all levels of government given different regulatory powers in place. The federal government can impose bans on plastics if they are designated as toxic. At the provincial level, BC's Environmental Management Act allows for the banning of packaging by prohibiting, regulating or restricting the use or sale of packaging materials. Such a ban would apply province-wide. Municipalities are able to use their authority to regulate businesses and (subject to minister approval) make bylaws for the protection of the natural environment under the Community Charter. The CRD cannot regulate businesses in municipalities at all and it does not automatically have the power to do so in electoral areas unless that authority is transferred by the province upon application by the CRD. Typically business restrictions in electoral areas are managed through zoning. The CRD does have the authority to ban the disposal of materials at Hartland Landfill.

In 2017, CRD staff prepared a Single Use Plastic Bag Ban Draft Model Bylaw with the intent of helping to develop a coherent approach across the capital region. The model bylaw was distributed to all municipalities, advising them to obtain independent legal advice on their own municipal bylaws. The City of Victoria was the first municipality to adopt a Checkout Bag Regulation Bylaw. The implementation of the bylaw has been successful; however, the bylaw has been challenged in court. The City of Victoria recently decided to ask the Supreme Court of Canada to review a previous decision that sets aside its business bylaw.

A number of initiatives at different levels of government are currently underway to address plastic waste. Appendix A provides background information on these initiatives and proposed 2019 Union of British Columbia Municipalities resolutions on reducing single-use items (including expanded polystyrene cups and containers) and on proposed amendments to the BC Recycling Regulation regarding packaging and beverage containers. All resolutions were endorsed at the convention.

The Province of BC published a Plastics Action Plan Policy Consultation Paper in the summer of 2019. The proposed actions reflect many of the issues raised by local governments over the past years, including clarifying municipal authority to ban plastic items, banning single-use items and amending the BC Recycling Regulation to extend the packaging and paper product Extended Producer Responsibility program to the industrial, commercial and institutional sector. Due to political process timing constraints, comments were submitted only from the perspective of CRD staff by the deadline of September 30, 2019 (Appendix B).

ALTERNATIVES

That the Parks & Environment Committee recommend to the CRD Board:

Alternative 1

That Capital Regional District staff report the results of the Province's Plastics Action Plan Policy Consultation Paper when they are available and recommend next steps.

Alternative 2

That staff be directed to prepare a model bylaw to ban single-use expanded polystyrene waste items.

INTERGOVERNMENTAL IMPLICATIONS

Alternative 1 would help inform next steps on how to address single-use expanded polystyrene waste items. It provides an opportunity to develop a harmonized approach for all levels of government by clarifying roles and responsibilities, identifying appropriate regulatory approaches and encompassing a broader range of waste items. Given those uncertainties, it may be too early to proceed with Alternative 2.

OPERATIONAL IMPLICATIONS

As directed by Committee, CRD staff contacted the two companies that proposed gasifiers as part of the biosolids request for proposals. One company responded and advised that the proposed gasifier could handle plastics and Styrofoam. The company recommended testing the products to confirm that the output would meet the desired operating and regulatory standards.

CONCLUSION

The CRD Board asked staff to report on options and implications for creating a model bylaw to ban single-use expanded polystyrene waste items. CRD staff have previously prepared a model bylaw to eliminate single use plastic bags to help develop a coherent approach in the region. A number of initiatives at different levels of government are currently underway to address plastic waste. The Province of BC is consulting on proposed actions that reflect issues identified by local governments and the public. Awaiting the results of the consultation and provincial direction presents an opportunity to develop a harmonized approach for all levels of government.

RECOMMENDATION

That the Parks & Environment Committee recommend to the Capital Regional District Board:

That Capital Regional District staff report the results of the Province's Plastics Action Plan Policy Consultation Paper when they are available and recommend next steps.

Submitted by:	Russ Smith, Senior Manager, Environmental Resource Management
Concurrence:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

RS:ac

Attachments: Appendix A – Union of British Columbia Municipalities Resolutions Backgrounder
Appendix B – Plastics Action Plan Policy Consultation Paper

Backgrounder

Date Created: September 18, 2019

File: 0640-20
Reports, Studies, Statistics
Backgrounder

SUBJECT 2019 Union of British Columbia Municipalities (UBCM) Resolutions Related to Single Use Items and Proposed Amendments to the BC Recycling Regulation

ISSUE

To provide Capital Regional District (CRD) Directors with background information related to 2019 UBCM resolutions on single-use items and proposed amendments to the BC Recycling Regulation.

BACKGROUND

The 2019 UBCM resolutions include ten resolutions from local governments relating to single use items and proposed amendments to the BC Recycling Regulation (Appendix A). The purpose of this backgrounder is to provide an overview of current initiatives and related CRD Board decisions.

Single Use Items

A number of initiatives are currently underway to address plastic waste, including single use items:

- The federal government has signed an international Ocean Plastics Charter and is working with provinces and territories to launch a Canada-wide Strategy on Zero Plastic Waste. On June 27, 2019, Ministers of the Environment approved Phase 1 of the Canadian Council of Ministers of the Environment (CCME) Canada-wide Action Plan on Zero Plastic Waste. CCME is currently engaging stakeholders with a survey that is due on October 10, 2019. CRD staff have been invited to participate and will submit comments.
- The provincial government is currently conducting consultation on a Plastics Action Plan which asks for feedback on bans of single-use packaging; dramatically reducing single-use plastics in landfills and waterways; expanding plastic bottle and beverage container returns; and reducing plastics overall. The consultation ends September 30, 2019. Appendix B provides the list of questions in the Plan.
 - A number of jurisdictions are working on individual submissions, either at staff level or endorsed by their respective councils and boards. CRD staff are submitting comments.
 - A number of mayors and regional board chairs have signed a joint local government submission.
- At its August 14, 2019 meeting, the CRD Board directed that staff report back with options and implications for creating a model bylaw to ban single-use expanded polystyrene waste items including cups and containers, and that staff contact the two companies that proposed gasifiers as part of the biosolids request for proposals to see if they could include plastics and Styrofoam. The staff report will be presented to the Parks & Environment Committee at the October 23, 2019 meeting. Previously, in October 2017, the CRD Board had endorsed a draft model bylaw for the elimination of single use plastic bags for distribution to municipalities in the Capital Region.

- A related item is the switch to using compostable single use items. In 2018, the Province conducted consultation on the Organic Matter Recycling Regulation (OMRR). One of the issues of concern identified were lack of standards for compostable plastics. Provincial staff are currently working on an amendment to OMRR.

Proposed Amendments to the BC Recycling Regulation: Packaging and Paper Products from the Industrial, Commercial and Institutional Sector

In 2011, the Province amended the BC Recycling Regulation to include residential packaging and printed paper (PPP) as an Extended Producer Responsibility (EPR) program. The majority of PPP products were already accepted in local government residential collection programs, including the CRD blue box program. Since the inception of the residential PPP regulation, numerous local governments have been advocating for expansion of the regulation to the industrial, commercial and institutional (ICI) sector.

- In 2012, UBCM endorsed a policy paper on the PPP regulation. One of the key recommendations was to extend the PPP program to the ICI sector within three years.
- At the December 14, 2016 meeting, the CRD Board directed that a letter be sent to provincial authorities indicating that the failure to include the commercial/industrial sector in the Recycling Regulation is a gap and that the Province should move quickly to address it. The letter was sent by the CRD Chair on February 7, 2017 and a response from the Minister was received on April 5, 2017.
- Recently, a number of regional districts signed a letter by the Thompson-Nicola Regional District to Minister Heyman requesting that PPP from the ICI sector be added to the Recycling Regulation. The letter will be delivered in person to the Minister at the UCBM meeting on September 26, 2019.
- The BC Plastics Action Plan consultation provides an opportunity to ask for expanding PPP EPR to the ICI sector.

Proposed Amendments to the BC Recycling Regulation: Beverage Containers

Ocean Legacy Foundation is a BC based non-profit organization working to identify, clean-up and prevent plastic waste from entering tributary and marine ecosystems. Ocean Legacy is asking the province to raise deposit levels, add all beverage containers to the deposit refund system, require producers to collect and report on the recycling of bottle caps, and raise and enforce regulated targets. This would require an amendment to Schedule 1 of the BC Recycling Regulation.

- A number of local governments in the province have written letters of support for the recommendations in the Ocean Legacy Foundation's report.
- At its meeting of August 14, 2019 the CRD Board endorsed the five recommendations laid out in the Ocean Legacy report and requested that the Board Chair write to the Minister of Environment and Members of the Legislative Assembly representing constituencies in the Capital Region, requesting favourable consideration and action on the recommendation. Staff are currently drafting the request letter of support.
- The BC Plastic Action Plan is consulting on expanding plastic bottle and beverage container returns, including adding milk and milk substitute containers to the BC Recycling Regulation and creating a uniform 10 cent deposit-refund for all beverage containers.

CONCLUSION

A number of initiatives towards zero plastic waste are currently underway, focusing on the reduction of single use items and the expansion of EPR programs. The Province is currently conducting consultation on the Plastics Action Plan which asks for input on these topics.

B42 Comprehensive Provincial Single-Use Item Reduction Strategy Richmond

Whereas the British Columbia extended producer responsibility program for packaging and printed paper currently provides recycling collection for single-use items generated by the residential sector, but does not yet focus on reduction or reuse, or cover single-use items that are compostable or disposed of at businesses or in the public realm;

And whereas inter-municipal differences in policy for reduction of single-use items make it challenging for businesses to comply with multiple regulations, and the business community has expressed a strong desire for harmonization and consistent regulation for single-use items on the broadest possible scale:

Therefore be it resolved that the Provincial Government adopt a provincial single-use item reduction strategy for single-use items that emphasizes reduction and reuse, covers single-use items generated by all sectors and made of all material types, and would include but not necessarily be limited to plastic and paper shopping bags, disposable drink cups, take-out containers, straws and utensils, but would exclude all single-use items needed for medical use or accessibility needs.

Not presented to the Lower Mainland Local Government Association

*UBCM Resolutions Committee recommendation: **Endorse***

UBCM Resolutions Committee comments:

The Resolution Committee notes that the UBCM membership has endorsed a similar resolution calling for a Provincial Single-Use Item Reduction Strategy as part of a Provincial Zero Waste Strategy. Specifically, resolution 2018-B126 called on the Province of British Columbia to engage the packaging industry to develop a provincial Single-Use Item Reduction Strategy as part of a provincial Zero Waste Strategy, which would include, but not necessarily be limited to, plastic and paper shopping bags, polystyrene foam cups and polystyrene foam containers, other hot and cold drink cups and take-out containers, straws and utensils, but would exclude all single use items needed for medical use or for people with disabilities.

The Resolutions Committee notes that resolution B148 calls for local governments to regulate or restrict single-use items, which appears contrary to B42 that asks the Province to develop a province-wide single-use item reduction strategy.

See also resolutions B147, B148, C37.

Conference decision: _____

B145 Beverage Container Recycling System Oak Bay

Whereas increasing the effectiveness of BC's beverage container recycling system will result in fewer containers becoming ocean litter, while reducing greenhouse gases through recycling, avoiding taxpayer waste management costs, and creating green jobs:

Therefore be resolved that UBCM request that the Province of BC support the Ocean Legacy

Foundation request to:

- Increase the regulated deposit rate;
- Add all beverage containers to the deposit refund system;
- Require producers to collect and report on the recycling of bottle caps;
- Raise regulated targets to at least that achieved by Alberta and Saskatchewan, with long-term targets matching the EU; and
- Enforce the regulated targets in a meaningful way, such as requiring producers to pay for the clean-up of ocean plastics equal to the amount by weight that they fail to collect and recycle.

Not presented to the Association of Vancouver Island and Coastal Communities

*UBCM Resolutions Committee recommendation: **No Recommendation***

UBCM Resolutions Committee comments:

The Resolutions Committee advises that the UBCM membership has not previously considered a resolution calling on the Province to support the Ocean Legacy Foundation's requests to increase beverage container deposit rates, expand to include all beverage containers in the deposit refund system, require producers to collect and report on recycling bottle caps, raise regulated targets, and enforce regulated targets.

However, the Committee notes that the membership has endorsed resolutions calling on the expansion of the beverage containers included in recycling deposit and refund system (2011-B38, 2010-B27, 2009-B121, 2009-B122, 2006-B30, 2005-B115).

Conference decision: _____

B146 Recycle BB – Industrial, Commercial and Institutional Printed Paper and Packaging Central Kootenay Rd

Whereas the Recycle BC program is only responsible for residential Printed Paper and Packaging, leaving the Industrial, Commercial and Institutional sector including schools, hospitals, restaurants, stores, and entertainment events dependent on the private sector or local governments for access to recycling, and the producers of Industrial, Commercial and Institutional Printed Paper and Packaging unaccountable for the recovery of their product;

And whereas changes in the global recycling market has resulted in reduced access to recycling of Industrial, Commercial and Institutional Printed Paper and Packaging, local governments will be significantly challenged in meeting the Province's waste diversion targets and calls for restrictions on recyclable material entering landfills:

Therefore be it resolved that UBCM request that the Ministry of Environment and Climate Change Strategy expand the scope of the Recycling Regulation for Printed Paper & Packing to include the Industrial Commercial and Institutional sector;

And be it further resolved that the Ministry of Environment and Climate Change implement policy, consistent with the Provincial goal to reduce per capita waste to 350 kg per year, to stabilize the market system by mandating recyclable material as a percentage into feedstock for finished

products such as writing paper, toilet paper, facial tissue, paper towels, packaging, etc. as well as eliminating subsidies on virgin materials such as oil to create a more level playing field, reduce the carbon footprint and revitalize the already consumed cardboard and packaging waste.

Not presented to the Association of Kootenay and Boundary Local Governments

*UBCM Resolutions Committee recommendation: **No Recommendation***

UBCM Resolutions Committee comments:

The Resolutions Committee notes that the UBCM membership has endorsed resolution 2018-B68 asking for an amendment to Recycling Regulation 449/2004 to include Industrial, Commercial and Institutional sector in the requirement for extended producer responsibility plans for Printed Paper and Packaging.

However, the Committee advises that the membership has not previously considered a resolution with the same ask as the second enactment clause, which requests that the Province implement policy to reduce per capita waste to 350 kg per year, to stabilize the market system by mandating recyclable material as a percentage into feedstock for finished paper products, as well as eliminating subsidies on virgin materials such as oil to create a more level playing field, reduce the carbon footprint and revitalize the already consumed cardboard and packaging waste.

See also resolutions C40, C41.

Conference decision: _____

B147 Single-Use Disposable Products Powell River

Whereas single-use disposable products, whether they are recyclable or not, must be manufactured, handled and then disposed of which is not always done in the proper waste stream;

And whereas all petroleum plastic disposable products are derived from fossil fuels which increases carbon emissions in the atmosphere, and all plastic products created never “go away”;

And whereas the “compostable” or “biodegradable” disposable products are not accepted at all composting facilities and can contaminate the recycling stream by being confused with recyclable plastic products;

And whereas the costs (both known and unaccounted for) associated with these disposable “products of convenience”, should be borne by the manufacturers, the distributors and the retailers who are creating the products and then handing them out to consumers, would create an environment of responsibility and awareness by assigning an environmental handling fee to these products which is dispersed to local government responsible for financing solid waste and recycling;

Therefore be it resolved that UBCM request the Province of British Columbia to engage with retailers, manufacturers and industry to implement an environmental fee for all single use plastic products and packaged goods, (including compostable and biodegradable) entering the British Columbia market place to incentivize reduction, to help subsidize regional solid waste

management programs, and to take action towards creating a Provincial Single-Use Item Reduction Strategy as part of a Provincial Zero Waste Strategy.

Endorsed by the Association of Vancouver Island and Coastal Communities

*UBCM Resolutions Committee recommendation: **No Recommendation***

UBCM Resolutions Committee comments:

The Resolution Committee notes that the UBCM membership has endorsed a similar resolution calling for a Provincial Single-Use Item Reduction Strategy as part of a Provincial Zero Waste Strategy. Specifically, resolution 2018-B126 called on the Province of British Columbia to engage the packaging industry to develop a provincial Single-Use Item Reduction Strategy as part of a provincial Zero Waste Strategy, which would include, but not necessarily be limited to, plastic and paper shopping bags, polystyrene foam cups and polystyrene foam containers, other hot and cold drink cups and take-out containers, straws and utensils, but would exclude all single use items needed for medical use or for people with disabilities.

However, the Committee notes that the resolution seeks to implement an environmental fee for all single-use plastic products and packaged goods, which was not contemplated in previous resolutions.

See also resolutions B42, B148, C37.

Conference decision: _____

B148 Confirming Municipal Jurisdiction to Regulate Single-Use Items West Vancouver

Whereas single-use items increase waste, are often not recyclable, and have various negative impacts on communities across British Columbia;

And whereas several municipalities in British Columbia recently have acted or are in the process of acting to restrict the use of single-use items;

And whereas the ability of municipalities to regulate to protect the environment is specifically circumscribed by s. 9 of the *Community Charter*, S.B.C. 2003, c. 26, which states that a municipality may not adopt a bylaw for the protection of the natural environment unless the bylaw is established in accordance with a regulation made by the Province, is established in accordance with an agreement by the Province, or is approved by the Minister responsible (and there are no applicable regulations, agreements or approvals):

Therefore be it resolved that the Province specifically allow local governments to regulate or restrict single-use items by the Province's agreement, by regulation, or by approval of the Minister.

Not presented to the Lower Mainland Local Government Association

*UBCM Resolutions Committee recommendation: **No Recommendation***

UBCM Resolutions Committee comments:

The Resolutions Committee advises that the UBCM membership has not previously considered a resolution calling on the Province to allow local governments to regulate or pass regulation reducing and banning single-use items within their municipality.

However, the Committee notes that the membership has endorsed a similar resolution calling for a Provincial Single-Use Item Reduction Strategy as part of a Provincial Zero Waste Strategy. Specifically, resolution 2018-B126 called on the Province of British Columbia to engage the packaging industry to develop a provincial Single-Use Item Reduction Strategy as part of a provincial Zero Waste Strategy, which would include, but not necessarily be limited to plastic and paper shopping bags, polystyrene foam cups and polystyrene foam containers, other hot and cold drink cups and take-out containers, straws and utensils, but would exclude all single use items needed for medical use or for people with disabilities.

The membership also endorsed resolution 2018-B29 with calls for the Province to work with local governments and retailers to introduce uniform, province-wide business regulations in relation to disposable plastic packaging, to substantially reduce the volume of disposable plastic packaging in local solid waste streams.

The Resolutions Committee notes that this resolution, B148, calls for local governments to regulate or restrict single-use items, which appears contrary to B42 that asks the Province to develop a province-wide single-use item reduction strategy.

See also resolutions B42, B147, C37.

Conference decision: _____

B149 Compostable Single-Use Items Richmond

Whereas businesses are beginning to switch to compostable single-use items for to-go meals and beverages, yet this material is not designed to biodegrade if littered, and is not guaranteed to biodegrade in industrial compost facilities because standards and certifications are not aligned with existing infrastructure that is designed to compost food scraps and yard waste;

And whereas local governments are facing increasing pressure to collect and manage this material, yet it is beyond local government's ability to control compostable packaging design or finance the specialized collection and processing infrastructure required for compostable packaging:

Therefore be it resolved that the Provincial Government ensure that compostable packaging (including single-use take-out food ware) distributed in Canada is designed to fully biodegrade if littered in the natural environment, that standards and certifications for compostable packaging are aligned with composting infrastructure, and that compostable single-use items are collected and managed through an extended producer responsibility program that covers the residential and commercial sectors as well as the public realm.

Not presented to the Lower Mainland Local Government Association

*UBCM Resolutions Committee recommendation: **No Recommendation***

UBCM Resolutions Committee comments:

The Resolutions Committee advises that the UBCM membership has not previously considered a resolution asking the Province to make compostable packaging fully biodegradable and that standards and certifications for compostable packaging are aligned with composting infrastructure, and that compostable single-use items are collected and managed through an extended producer responsibility program that covers the residential and commercial sectors as well as the public realm.

See also resolution C38.

Conference decision: _____

C37 Comprehensive Provincial Single-Use Item Reduction Strategy Vancouver

Whereas the British Columbia extended producer responsibility (EPR) program for packaging and printed paper currently provides recycling collection for single-use items generated by the residential sector, but does not yet focus on reduction or reuse, or cover single-use items that are compostable or disposed of at businesses or in the public realm;

And whereas inter-municipal differences in policy for single-use items make it challenging for businesses to comply with multiple regulations, and the business community has expressed a strong desire for harmonization and consistent regulation for single-use items on the broadest possible scale:

Therefore be it resolved that the provincial government adopt a provincial single-use item reduction strategy for single-use items that is parallel to or integrated with provincial EPR policy, emphasizes reduction and reuse, covers single-use items generated by all sectors and made of all material types, and would include but not necessarily be limited to plastic and paper shopping bags, disposable drink cups, take-out containers, straws and utensils, but would exclude all single-use items needed for medical use or accessibility needs.

Not presented to the Lower Mainland Local Government Association

*UBCM Resolutions Committee recommendation: **Refer to Similar Resolution***

UBCM Resolutions Committee comments:

Refer to resolution B42.

See also resolutions B147, B148.

C38 Compostable Single-Use Items Vancouver

Whereas businesses are beginning to switch to compostable single-use items for to-go meals and beverages, yet this material is not designed to biodegrade if littered, and is not guaranteed to biodegrade in industrial compost facilities because standards and certifications are not aligned with existing infrastructure that is designed to compost food scraps and yard waste;

And whereas local governments are facing increasing pressure to collect and manage this material, yet it is beyond local government's ability to control compostable packaging design or finance the specialized collection and processing infrastructure required for compostable packaging:

Therefore be it resolved that the Provincial Government ensure that compostable packaging (including single-use take-out foodware) distributed in Canada is designed to fully biodegrade if littered in the natural environment, that standards and certifications for compostable packaging are aligned with composting infrastructure, and that compostable single-use items are collected and managed through an extended producer responsibility program that covers the residential and commercial sectors as well as the public realm.

Not presented to the Lower Mainland Local Government Association

*UBCM Resolutions Committee recommendation: **Refer to Similar Resolution***

UBCM Resolutions Committee comments:

Refer to resolution B149.

C40 Industrial Commercial and Institutional Recycling Solution Qathet

Whereas local governments and the private sector are facing reduced or no access to recycling for the Industrial Commercial and Institutional sector due to recent changes in the global commodity market as a result of the Chinese National Sword;

And whereas British Columbia requires a solution to avoid valuable resources like cardboard ending up in the landfill due to the high cost and lack of access to recycling:

Therefore be it resolved that UBCM request the that the Ministry of Environment and Climate Change Strategy expand the scope of the Recycling Regulation for Printed Paper & Packing to include the Industrial Commercial and Institutional sector;

And be it further resolved that the Ministry of Environment and Climate Change implement policy to stabilize the market system by mandating recyclable material as a percentage into feedstock for finished products such as writing paper, toilet paper, facial tissue, paper towels, packaging, etc. as well as eliminating subsidies on virgin materials to create a more level playing field, reduce the carbon footprint and revitalize the already consumed cardboard and packaging waste.

Not presented to the Association of Vancouver Island and Coastal Communities

*UBCM Resolutions Committee recommendation: **Refer to Similar Resolution***

UBCM Resolutions Committee comments:

Refer to resolution B146.

C41 Proposed Amendment to the *Environmental Management Act*, Recycling Regulation 449/2004 Kamloops

Whereas the Province has enacted legislation under the *Environmental Management Act* and the Recycling Regulation to require extended producer responsibility plans (stewardship programs) for packaging and printed paper (PPP) from residential sources only;

And whereas local governments collect solid waste and recyclables, including PPP, from all sectors, including residents and industrial, commercial, and institutional (ICI) entities;

And whereas opportunities for recycling by the ICI sector in areas outside of the Lower Mainland are limited or nonexistent;

And whereas that lack of recycling opportunities often results in PPP products being sent to the landfill, which creates environmental issues and a financial burden on all taxpayers for handling ICI-generated PPP:

Therefore be it resolved that UBCM lobby the provincial government to amend Recycling Regulation 449/2004 to include the ICI sector in the requirement for extended producer responsibility plans for PPP.

Not presented to the Southern Interior Local Government Association

*UBCM Resolutions Committee recommendation: **Refer to Similar Resolution***

UBCM Resolutions Committee comments:

Refer to resolution B146.

See also resolution C40.

CLEAN BC – PLASTICS ACTION PLAN CONSULTATION PAPER QUESTIONS

1. Bans on Single-Use Packaging

- Do you think bans on plastic packaging should be implemented in BC? What plastic packaging products are a priority for BC to ban?
- What types of bans should be considered (examples include bans on sale of a certain type of packaging or ban on use of a certain type, or bans on disposal)?
- If a ban was applied, how should exemptions be considered?
- Bans can be implemented in some form by all levels of government due to the different regulatory powers in place. Are there bans best suited for implementation at the federal, provincial or local government level?
- Should local governments be given the authority to ban problematic plastic items in their community? What types of bans should be considered?

2. Dramatically Reduce Single-Use Plastic in Landfills & Waterways

- Do you have comments or suggestions regarding the ministry's proposal to include packaging-like products in the Recycling Regulation?
- Are there any packaging-like products you believe should be exempt from the Recycling Regulation?
- Do you have comments or suggestions regarding the ministry's proposal to add single-use items to the Recycling Regulation?
- Are there any single-use items you feel should be exempt from the Recycling Regulation?

3. Expanding Plastic Bottle & Beverage Container Returns

- Do you have comments or suggestions on the ministry's proposal to include milk and milk substitutes in the beverage container deposit refund schedule?
- Do you have comments or suggestions on the ministry's proposal to create a uniform 10 cent deposit-refund for all beverage containers?
- Do you have comments or suggestions on the ministry's proposal to allow refunds to be electronic and paid in an alternative form of cash (e-transfer cheque, in-store credit, charitable donation, or similar alternatives)?

4. Reducing Plastics Overall

- What should BC consider in the development of a national standard on recycled content and any associated targets?
- Do you have comments or suggestions on any related provincial policies or actions?



Making a difference...together

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APPENDIX B

September 30, 2019

File: 5220-40
Solid Waste Diversion
Plastics Action Plan

Ministry of Environment and Climate Change Strategy
Recycling Regulation Amendments
PO Box 9341 Stn Prov Govt
Victoria BC, V8W 9M1
via e-mail: plastics@gov.bc.ca

RE: PLASTICS ACTION PLAN POLICY CONSULTATION PAPER

Thank you for the opportunity to provide input on the Plastics Action Plan Policy Consultation Paper. Due to timing constraints, the following comments have been compiled by Capital Regional District (CRD) staff and will subsequently be shared with the CRD Solid Waste Advisory Committee, Parks & Environment Committee and CRD Board at meetings held in October and November.

Responses are presented below in the order of the proposed actions and questions in the four connected areas outlined in the policy consultation paper.

1. ***Bans on single-use packaging:*** *determining which types of plastic packaging to phase out altogether, as well as any necessary exemptions, such as those for health, safety and accessibility, to keep products available for the people who need them*

Q: Do you think bans on plastic packaging should be implemented in BC?

A: CRD staff support, in principle, the implementation of plastic packaging bans in BC. A phased approach is recommended, starting with single-use items that have readily available alternatives (such as plastic bags and foam packaging). Materials that cannot be recycled or composted should be phased out.

Q: What types of bans should be considered?

A: The CRD has implemented numerous landfill disposal bans since 1991 that have been very successful at diverting materials; however, our landfill still receives banned materials. Disposal bans focus on diversion for recycling, whereas bans on sales or use of materials would be more effective policy tools to prevent waste in the first place, which is the highest priority in the pollution prevention hierarchy. There is an opportunity for local governments, regional districts and the provincial government to collaborate on banning materials, based on their respective authorities.

Q: Should local governments be given the authority to ban problematic plastic items in their communities?

A: Staff support obtaining clarity on municipal jurisdiction and the role of regional districts in managing and regulating single-use items.

Q: Are there bans best suited for implementation at the federal, provincial or local government level?

A: A harmonized regulatory approach between levels of government would provide consistency and reduce confusion for the public and businesses.

Q: What plastic packaging products should be considered?

A: Single-use plastics comprise more than packaging; some are products that support food packaging. We suggest considering a broader list of single-use items that extends beyond items used to package a product. For example, the European Union includes plastic cotton swabs, cutlery, plates, straws, drink stirrers and balloon sticks and products made from oxo-degradable plastics.

Q: If a ban were applied, how should exemptions be considered?

A: All CRD disposal bans include exemptions based on stakeholder feedback. Our experience has shown that exemptions should consider criteria such as the availability of alternatives and avoidance of undue hardship.

2. *Dramatically reduce single-use plastics in landfills and waterways: requiring producers to take responsibility for more plastic products, ensuring more single-use items like sandwich bags, straws and cutlery get recycled*

Q: Do you have comments or suggestions regarding the ministry's proposal to include packaging-like products in the Recycling Regulation?

A: Over the years, the CRD Board has supported Extended Producer Responsibility (EPR) programs in principle. In 2017, the Board sent a letter to provincial authorities that identified the failure to include the industrial, commercial and institutional (ICI) sector in the BC Recycling Regulation for the management of packaging and paper products (PPP). Staff support adding more recyclable items to the BC Recycling Regulation and extending producer responsibility for such items and PPP to the ICI sector. EPR programs should cover the full costs of managing products rather than being subsidized by taxpayers, as conveyed in previous correspondence by the CRD Board and staff.

Q: Do you have comments or suggestions regarding the ministry's proposal to add single-use item to the Recycling Regulation?

A: EPR programs are meant to encourage better design but in reality seem to focus on recycling. Staff propose putting more emphasis on the higher-tier levels of the pollution prevention hierarchy through design directives and incentives towards reduction, reuse and repair.

3. ***Plastic bottle and beverage container returns:*** *expanding the deposit-refund system to cover all beverage containers—including milk and milk-substitutes—with a 10-cent refundable deposit, keeping millions more containers out of landfills and waterways*

Q: Do you have comments or suggestions on adding milk containers and standardizing the refund?

A: At its meeting of August 14, 2019, the CRD Board endorsed the five recommendations in the Ocean Legacy Foundation report. A letter signed by the Board Chair was sent to the Minister of Environment and Members of the Legislative Assembly representing constituencies in the Capital Region in support of expanding the deposit refund system to cover all beverage containers (including milk and milk substitute containers). Ocean Legacy's report includes a review of global deposit return systems for beverage containers that shows that higher deposit rates yield better return rates. Staff support creating a uniform 10-cent deposit refund for all containers, followed by a program review in two years (as proposed in your policy consultation paper) to determine the success rate of the proposed increase or a move to a higher deposit.

Q: Do you have comments or suggestions on the ministry's proposal to allow refunds to be electronic?

A: Staff are in support of refunds that are paid electronically or in an alternative form of cash; however, it is important to retain cash refunds for those who do not have access to alternative systems.

4. ***Reducing plastic waste overall:*** *supporting effective ways to prevent plastic waste in the first place and making sure recycled plastic is reused effectively*

Q: What should be considered in the development of a national recycling content standard and any associated targets?

A: We appreciate the work done through the Canada-wide Action Plan on Zero Plastic Waste to develop national performance requirements and standards for plastics. Our staff consider the development of standards for bio-based plastic products that are marketed as compostable or biodegradable a priority.

Q: Do you have any other comments?

A: The most effective way to prevent plastic (and other) waste is the implementation of the Plastics Action Plan according to the pollution prevention hierarchy.

Thank you for considering our input.

Yours truly,



Larisa Hutcheson, P.Eng.
General Manager, CRD Parks & Environmental Services

LH/WD:ac/cl

cc: Robert Lapham, Chief Administrative Officer, CRD
Russ Smith, Senior Manager, Environmental Resource Management

**NOTICE OF MOTION
DIRECTOR'S REPORT
FROM: DIRECTOR NED TAYLOR**

**TO PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, NOVEMBER 27, 2019**

SUBJECT Acquisition of Kings Road Nature Green Space

RECOMMENDATION

That staff be directed to report back with options for contributing up to \$2 million towards the acquisition of the Kings Rd Community Nature Green Space.

BACKGROUND

At the Parks & Environment Committee Meeting of October 23rd, 2019, I gave verbal notice for this Notice of Motion. At the Saanich Council Meeting of November 4th, 2019, myself and Councillor Karen Harper brought forward a report and request for council to endorse this Notice of Motion to the CRD's Parks & Environment Committee. Saanich Council unanimously voted in favor of endorsing this Notice of Motion.

Saanich is proud to have contributed over \$39 million since 2009 towards CRD Regional Parks, as we very much value the natural environment and public spaces.

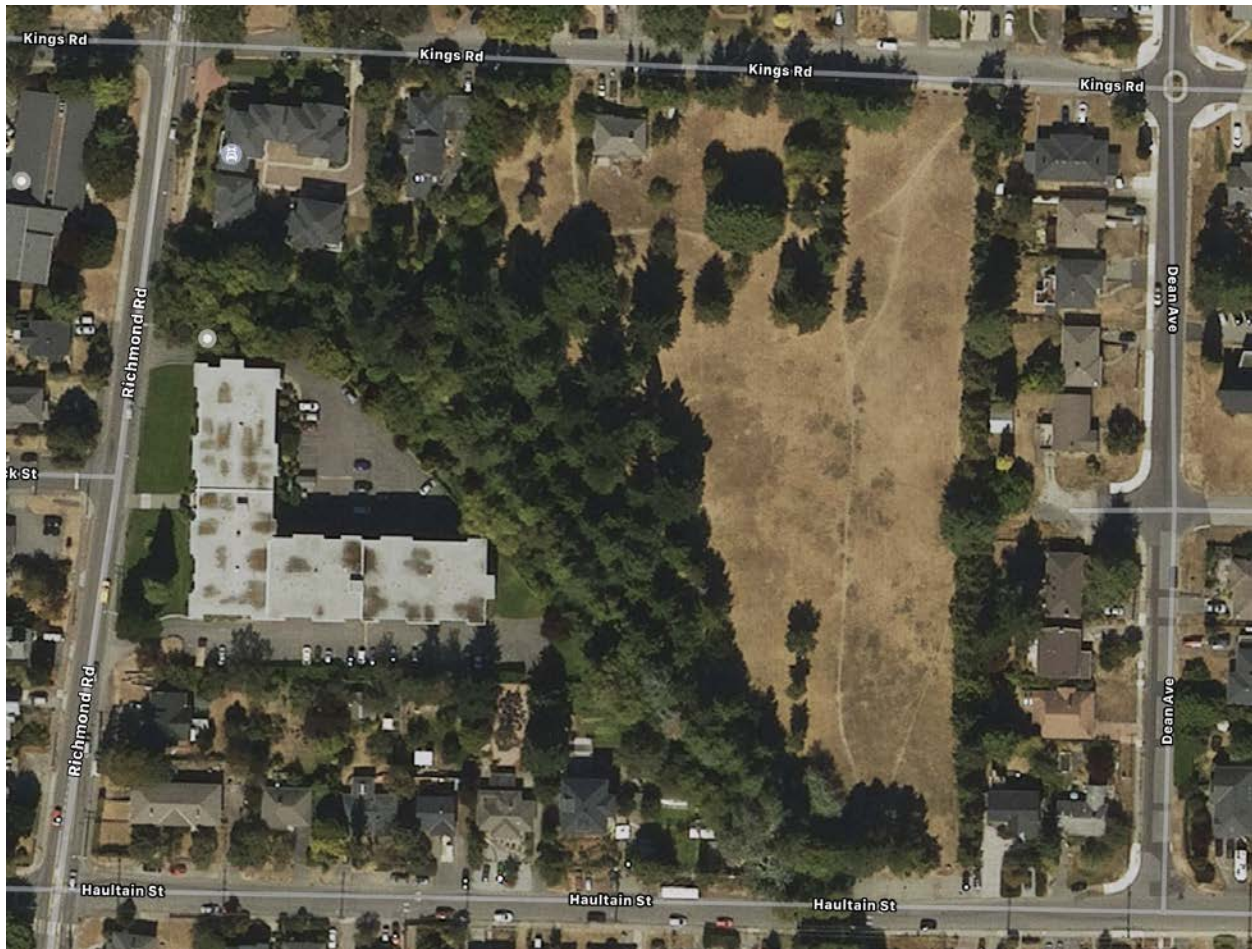
On February 13th, 2019, the CRD Board voted unanimously to declare a Climate Emergency. Each and every member of the board voted in favor of this initiative, recognizing the urgency of climate change and the importance of the natural environment. In a Climate Emergency, urgent and bold action must be taken.

The opportunity in front of us now to capture and preserve the entire property at Kings Rd, is one that will not be there for long.

It is absolutely critical that we protect and preserve the areas of the natural environment that we have left. As our region is growing every day, there are significant pressures on lands. The green space at Kings Rd is a perfect example of a beautiful natural area surrounded by the urban city of which we live in, facing those very pressures. Although there are many examples of precious land far from our city centres which are incredibly worthy of preservation, there is also land within our urban areas, facing pressures, which must be preserved. The land at King's Rd is just that – a beautiful natural area, rich with ecological value, cherished by thousands of people across the region, which if not protected now, could be lost forever.

The land at Kings Rd

The parcel of land is 2.23 hectares in size and consists of three addresses: 1843 and 1845 Kings Road and 2661 Richmond Road. The site is undeveloped, with the exception of one uninhabited single-family dwelling, which is covered with grass, trees and shrubs. Bowker Creek runs along the southwest boundary of the site.



This Satellite image from Apple Maps shows a bird's eye view of the property.

BC Hydro has owned the property since 1958 and recently determined it is surplus to its needs. For years this beautiful natural area and open green space has been used not only by residents who live nearby in Saanich, Oak Bay and Victoria, but also by people from around the entire region. Throughout this time the land here has commonly been referred to as “King’s Park”.

In July of this year, the District of Saanich officially took ownership of the former BC Hydro lands on Kings Road. Saanich purchased the large, unique piece of property from BC Hydro for \$5.5 million in an effort to respond to the desires of the community to protect this valued natural state green space.

Community initiated fundraising aided by members of Council is seeking to raise \$2.75 million to help with the cost of preserving the entire piece of property. However, if fund raising efforts are unsuccessful in raising \$2.75 million after one year to offset the incurred debt, Saanich intends to dispose of a portion of the property to recuperate some of the cost.

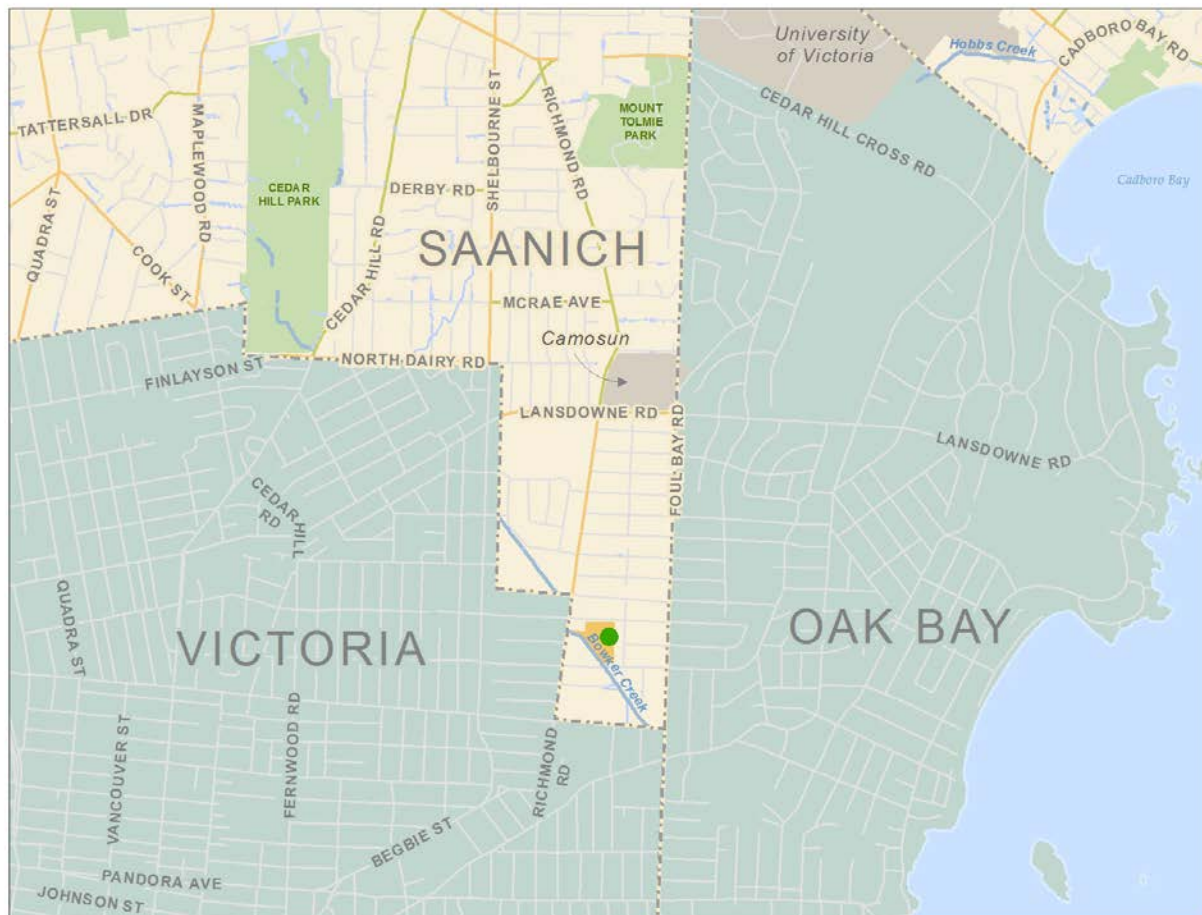
We are lucky to have support from local MLAs for preserving the entire property, including the likes of Lana Popham, Rob Fleming, and Andrew Weaver.

The rationale behind this Notice of Motion

We feel that it is critical that we protect and preserve the areas of green space and natural environment that we have left, for both our current residents and for future generations to enjoy. These areas are critical to ensuring a good quality of life, as well as overall environmental sustainability.

We are interested in exploring the potential for CRD contribution to the acquisition of the property at King's Rd, in part due to its regional significance. The property at King's Rd is regionally significant for numerous reasons.

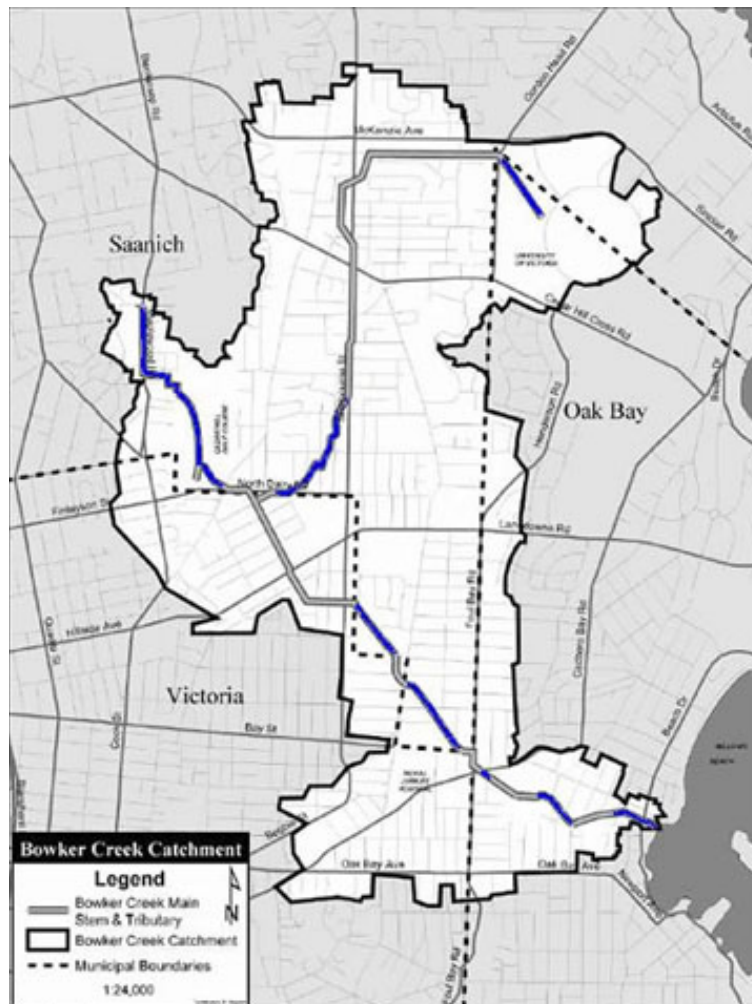
- a) It is in Saanich within very close proximity to the City of Victoria and the District of Oak Bay. It is evident that this piece of property has been highly used by neighbouring residents from these three municipalities for many years. For example, one of the property's addresses is 2661 Richmond Rd. On the other side of the road (Richmond), is the City of Victoria and numerous City of Victoria residential homes/residents.



This map shows the Kings Rd lands (green dot) and the proximity to Victoria and Oak Bay.

- b) There is vast ecological value. The property includes a sizable portion of Bowker Creek, which flows through multiple municipalities. The section of Bowker Creek on this property is also one of the sections of the creek that is daylighted and visible to the public. Additionally,

there is a significant amount of forested area on the property, which includes trails for public access (see Appendix A). There's also a heavy presence of wildlife on this property. Owls nest annually, and many other bird species are often spotted, such as hawks. This property is a valuable piece of green space with ecological values, in an increasingly urbanized area. The natural state qualities of this land is also consistent with other Parks, including CRD Parks (Appendix A).



Map of Bowker Creek watershed and main channel, showing open sections in blue.



This photo (taken earlier this month) shows an owl spotted at the Kings Rd land in the trees which grow on the property.

- c) There is growing awareness and evidence that nature provides extraordinary benefits to one's mental health and wellbeing (see CBC Article attachment). This land is in very close proximity (short walking distance) to both the Royal Jubilee Hospital and the Victoria Hospice. The Royal Jubilee is a major employer in the region, and one of Greater Victoria's main hospitals which serves people across the region. Victoria Hospice is an exceptional organization, where families often will say goodbye to their loved ones for the last time. It would be an amazing thing to ensure that these patients, visitors, and employees have nature and open green space just minutes away, which could truly aid with mental health recovery.
- d) The regional value of this piece of green space has long been recognized. Over two decades ago, Oak Bay High student, Maia Green, then a grade 11 student, gathered 600 signatures with her friends to support Victoria hillside MLA Steve Orchard, to find ways to save the park. Located in the panhandle of Saanich, it has long been appreciated by the residents of Oak Bay, Victoria and Saanich, and others across the region. In more recent times, a petition directed to Saanich Mayor and Council, CRD Directors, BC MLAs to "Save the Largest Remaining Natural Green Space in South Saanich" has received over 2,400 signatures, including signatures from people who live across the entire Capital Region.



Article from the Times Colonist shows Maia Green and reports on her advocacy at the time.

CONCLUSION

As our region grows and densifies, it is critical that we preserve the areas of greenspace and natural environment that we have left. We believe that seeking CRD funding/acquisition for the property at Kings Rd is sensible due to the regional significance of the property, the benefits to mental health recovery in a location just seconds away from the Royal Jubilee Hospital and Victoria Hospice, as well as the fact that Saanich intends to dispose a portion of the property if council is unable to raise funds after one year (\$2.75 million) to offset the incurred debt. **If we don't save all of the land now, it could be lost forever.**

Thank you for your consideration.

RECOMMENDATION

That staff be directed to report back with options for contributing up to \$2 million towards the acquisition of the Kings Rd Community Nature Greenspace.

Respectfully submitted by:

Director Ned Taylor

ATTACHMENTS

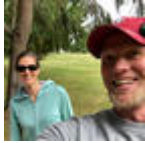
Appendix A: Petition – <https://you.leadnow.ca/petitions/save-the-largest-remaining-natural-green-space-in-south-saanich>

Appendix B: CBC Article “Nature offers serious benefits to our physical and mental health, research suggests”: <https://www.cbc.ca/news/health/nature-health-1.5128482>

Appendix C: Pictures of trails (including Kings)

To: Saanich Mayor and Council, Directors of the CRD and MLAs of BC

Save the Largest Remaining Natural Green Space in South Saanich



[Campaign created by Adam Kreek and Rebecca Sterritt](#)



URGENT: Preserve Kings Road Park – the BC Hydro green space at 1843 Kings Road that is slated for sale, and is the largest remaining unprotected natural space in south Saanich.

To the Saanich Mayor and Council, Directors of the CRD and MLAs of British Columbia:

We the undersigned urge the city of Saanich to work with the Province and CRD to acquire this BC Hydro owned property, slated for imminent sale, and preserve the green space in its entirety as a municipal park.

This beautiful 5-acre green space is the largest remaining unprotected natural space in south Saanich and has been used by our community as a park for 68 years.

Hundreds of Saanich residents use the park-like green space daily to walk, bike, commute, play, rest and escape the increasingly dense urban setting within the Saanich Panhandle. Animal residents of the park include owls, falcons, hawks and a multitude of bird and pollinator species.

Bowker Creek runs through the park, lined with massive fir and cedar trees. A large field and floodplain serves as a watershed buffer for the creek, keeping the creek wet during times of drought while mitigating the risk of future flooding. The alluvial soil is high in organic matter, and its condition prevented the natural space from being developed into a parking lot and

ambulance station in the 2000s. Beyond the geotechnical complications with building foundations, the soil condition facilitates site drainage, and development would place Bowker Creek at risk for further contamination.

Our local area of Saanich holds a deficit of neighbourhood park spaces (as stated on page 26 of our Shelbourne local area plan). As our local population continues to increase through rapid densification, natural green spaces become increasingly critical to preserve the physical, emotional and mental wellness of our residents. The preservation of Kings Road Park supports this need, while also protecting the environmental health of our region. Moreover, preserving this 5-acre green space helps Saanich meet its climate goals of carbon neutrality by creating and sustaining cool, absorbent landscapes, as noted in Saanich's Climate Plan. Community gardens, community art installations, Bowker Creek educational opportunities are all ways in which our community envisions this beautiful green space being sustainably enjoyed by all.

Saanich considered purchasing the property in the late 1980s and early 1990s. However, at this time BC Hydro was not interested in selling the property nor developing it, and so Saanich continued to enjoy the use of the Kings Park green space as parkland. Saanich currently maintains garbage collection and parking on both Kings Road and Haultain Street. Thus, many users mistake the Hydro owned green space as a Saanich municipal park.

We must not pit green space preservation against housing development. Progressive cities do both. They create more housing AND preserve green space as the number of residents increases. 21st century cities densify through suites, garden suites and town homes infilled on current housing sites, while they protect and expand green space to support the needs of a growing population.

As a community we are working to explore creative solutions to help Saanich acquire this green space, including applying for multiple municipal grants and seeking assistance from the CRD and Province to help preserve this shared green space.

We urge the Mayor and Council of Saanich to seize this once in a lifetime opportunity to acquire and preserve this incredible 5-acre urban green space for current and future generations of residents.

Let's work together to create a progressive, sustainable and vibrant 21st century Saanich!

Why is this important?

This green space is used by hundreds of residents every day, is home to numerous bird and pollinating species, and has been treated as a park for the past 68 years. The area contains a creek, its riparian zone and floodplain.

Lets keep Saanich green!

Nature offers serious benefits to our physical and mental health, research suggests

More evidence is pointing to how nature plays a role in diminishing attention deficit hyperactivity disorder (ADHD), as well as improving mental well-being.

Students who spend time outside are less stressed and have longer attention spans, educators find



[Marcy Cuttler](#) · CBC News · Posted: May 10, 2019 4:00 AM ET | Last Updated: May 10



When you're immersed in green, your troubles go away, says Ryerson University student Natalie Pavlovich. (Craig Chivers/CBC)

The students of Gradale Academy in midtown Toronto are on their way to a place they call "Mud Mountain" for some outdoor time that may offer an antidote to everyday problems affecting their physical and mental health.

Situated near their school around the trails of the Don Valley, "Mud Mountain" is, yes, dirty and mucky. Armed with clipboards, the students, who range from kindergarten to Grade 6, examine the foliage and wildlife of an early spring day.

But researchers believe nature offers more than just its beauty; it offers serious academic and mental-health benefits.

A [recent review](#) of hundreds of studies has found mounting "evidence of a cause-and-effect relationship": Experiences in nature led to improvements in attention span, self-discipline and physical fitness, all while reducing stress.

Researchers also found that children with attention deficit hyperactivity disorder (ADHD) who take a 20-minute walk in a park can improve their symptoms as effectively as if they took a dose of prescription stimulant medication.

Dr. Melissa Lem is a family physician in Vancouver. She believes in the power of greenery.

"There are two different major theories as to why nature is good for your brain, and one of them is called Stress Reduction Theory. Essentially, it speaks to how humans evolved in nature," she said.

Because we humans have been surrounded by forests, flowers, and fauna for most of our existence, scientists believe there may be an evolutionary reason that nature feels to us like a comfortable, familiar place.

There's also what's called the Attention Restoration Theory, first developed in the 1980s, which proposes that exposure to nature is not only enjoyable, but can also help us improve our focus and ability to concentrate. Nature, says Lem, is simpler and less taxing than the crowds, lights, traffic, and noise of city life.



Michelle Gradish, who runs Toronto's Gradale Academy, believes even an hour a day spent outdoors can help children learn. (Craig Chivers/CBC)

"It doesn't tire out your concentration. It just lets you kind of enjoy and restore your brain."

Michelle Gradish, who's been running the Gradale Academy for 18 years, is a firm believer in outdoor education. She says even an hour a day spent in nature can teach students how to cope with the unexpected.

"They don't even realise that they're learning at that point, as opposed to when they're inside and at their desks and they're almost told what to do and how to do it."

Nature and mood

Meanwhile, a group of students at Toronto's Ryerson University has found that nature breaks reduce their stress and make it easier for them to handle their workload.

Every week, they participate in Mood Routes, a program run in partnership with the Canadian Mental Health Association. They visit parks, greenhouses and nature trails all over Toronto, with the goal of boosting health and fitness, as well as improving their state of mind.

"[Nature's] green. I guess I equate that with [feeling] happy and with healthy," said Natalie Pavlovich, a 26-year-old psychology student at Ryerson who has joined the Mood Routes.

"I think when you're [immersed] in green, your troubles go away and you feel pure."

A recent study backs that up. Researchers at the University of Michigan say that taking [at least 20 minutes](#) out of your day to take a walk somewhere close to nature can lower your stress hormone levels.

"For the greatest payoff, in ... efficiently lowering levels of the stress hormone cortisol, you should spend 20 to 30 minutes sitting or walking in a place that provides you with a sense of nature," said lead author MaryCarol Hunter in a news release.

Hunter is a landscape architect and ecologist with an interest in the effect that experiences in nature can have on mental well-being.



Deena Shaffer runs Mood Routes, a program at Ryerson University whereby students who are stressed and lonely take revitalizing walks in parks, greenhouses and nature trails around Toronto. (Craig Chivers/CBC)

Participants in the experiment were asked to spend 10 minutes or more in nature at least three times a week over eight months. Hunter's team took saliva samples to measure cortisol levels before and after the leisurely walks, which were taken without conversation or smartphone interruptions.

Deena Kara Shaffer, the coordinator of student transitions and retention at Ryerson, runs the weekly Mood Routes. She's seen students who are stressed, lonely, and exhausted become revitalized after visiting a garden, forest, or park.

"They connect with a perspective of something larger than themselves, which can be really helpful if you're studying, really fixed on one thing," she said.

Back at Mud Mountain, Gradish's students are noting the nests and plants that are part of the Don Valley ecosystem.

Gradish believes that learning in natural settings promotes warmer, more co-operative relationships, and teaches lessons that will last a lifetime.

"They have matured in ways with their leadership skills, with their teamwork, and with their confidence."

ABOUT THE AUTHOR

Marcy Cuttler is an award-winning journalist and producer with 35 years of experience at CBC.



Kings Road



Kings Road



Mt Doug Park



Centennial Park
(central Saanich)



Elk & Beaver Lake



Elk & Beaver Lake



Centennial Park
(central Saanich)



Kings Road

**REPORT TO THE PARKS & ENVIRONMENT COMMITTEE
MEETING OF WEDNESDAY, OCTOBER 23, 2019**

SUBJECT **2019-2022 Parks & Environment Service Planning**

ISSUE

To provide the Parks & Environment Committee with an overview of relevant initiatives undertaken by the Parks and Environmental Services Department in 2019 and planned for 2020 to deliver on approved Board Priorities and the Corporate Plan.

BACKGROUND

The Board completed its strategic planning early in 2019 and subsequently approved the *Capital Regional District (CRD) Board Strategic Priorities 2019-2022*. Top priorities included:

1. Community Wellbeing – Transportation & Housing
2. Climate Action & Environmental Stewardship
3. First Nations Reconciliation
4. Advocacy, Governance & Accountability

Following Board confirmation of priorities, staff prepared the 2019-2022 CRD *Corporate Plan* to identify potential initiatives to advance Board priorities. The Corporate Plan also identified initiatives to deliver on the CRD's established service mandates, approved plans and corporate priorities. Progress on the priorities is reported quarterly under the corporate priorities dashboard.

Appendix A provides an overview of the Community Needs Summary – Climate Action & Adaptation, Appendix B: Community Needs Summary – Parks & Natural Resource Protection and Appendix C: Community Needs Summary – Landfill & Recycling. Each summary identifies the core service levels and a list of the new initiatives proposed for 2020.

The Service Planning process gathered information necessary to assemble a provisional budget for Committee and Board review. The purpose of this report is to explain how the Climate Action, Regional Parks and Environmental Resource Management provisional budgets connects to Board Priorities and the Corporate Plan.

A staff report (Appendix D) outlines the 2019-2022 Service Planning and Budget Process and was received at the October 2, 2019 Governance and Finance Committee.

ALTERNATIVES

Alternative 1

That the Parks & Environment Committee recommend to the Capital Regional District Board:

That the new initiatives proposed in the provisional budgets related to the Parks & Environment Committee mandate (Appendix A: *Community Needs Summary - Climate Action & Adaptation*, Appendix B: *Community Needs Summary - Parks & Natural Resource Protection* and Appendix C: *Community Needs Summary – Landfill & Recycling*) be advanced to the October 30, 2019 Provisional Budget review process.

Alternative 2

That the new initiatives proposed in the provisional budgets related to the Parks & Environment Committee mandate (Appendix A: Community Needs Summary - Climate Action & Adaptation, Appendix B: Community Needs Summary - Parks & Natural Resource Protection and Appendix C: Community Needs Summary – Landfill & Recycling) be referred back to staff for additional information.

DISCUSSION

Initiatives identified in the Corporate Plan (including Board Priorities) cannot be undertaken without resourcing. The Board determines resourcing through its annual review and approval of financial plans. To support the Board's decision-making, staff, through the service planning process, provide recommendations on funding, timing and service levels.

FINANCIAL IMPLICATIONS

All of the initiatives from the Community Needs Summaries discussed in this report that have a resourcing impact in 2020 are presented in the following table.

Table 1: Community Needs Summary – Climate Action & Adaptation, Parks & Natural Resource Protection and Landfill & Recycling Initiatives 5b-4, 5c-1, 6a-8, 6b-4, 6d-1 and 9b-4.

#	Initiatives	Description	Budget Year	New FTEs for 2020	Budget Impact
Climate & Adaptation					
5b-4	GHGe Reduction through alternative fuel	Determine how to reduce Green House Gas Emissions through an alternative fuel source or by off-setting	2020 - 2022		Included in Provisional Budget
5c-1	Regional Sea Level Rise	Undertake detailed regional sea level rise modeling and mapping to inform local government of flood hazard plans and policies	2019 - 2020		Included in Provisional Budget

#	Initiatives	Description	Budget Year	New FTEs for 2020	Budget Impact
Parks & Natural Resource Protection					
6a-8	Capital Reserve	Increase in funding to Capital Reserve, in order to address high value and critical capital infrastructure in regional parks	2020		Included in Provisional Budget
6b-4	Enhance Parks Operations	Enhance operations service levels	2020	5.0 ongoing	Included in Provisional Budget
6d-1	Engage with First Nations	Undertake engagement with First Nations regarding greater collaboration and Parks management	2020		Absorbed within Core Service
Landfill & Recycling					
9b-4	Electronic Stewardship Attendant *	Electronics Stewardship Attendant	2020	1.0 Ongoing	Already Funded

Climate Action & Adaptation

5b-4

Starting in 2020 the CRD will offset 10,000 GJ of conventional natural gas to renewable natural gas (RNG) within CRD facilities. This was identified as an emissions reduction action in the CRD's Corporate Climate Action Strategy and will reduce the CRD's corporate emissions by approximately 500 tonnes of CO₂e/year, meeting the CRD's 2020 greenhouse gas reduction target. The incremental cost to the organization is \$90,000 per year for two years apportioned to the organization's five largest natural gas using facilities (i.e. CRD Headquarters, Integrated Water Services, Panorama Recreation Centre, SEAPARC Leisure Centre, and Saanich Peninsula Wastewater Treatment Plant). Staff will continue to investigate opportunities for RNG use within CRD facilities sourced from Hartland RNG Initiatives for future years, if approved by the Board.

5c-1

A sea level rise modelling and mapping initiative is currently underway as part of the Capital Region Coastal Flood Inundation Mapping Project in conjunction with tsunami scenario modelling

and mapping (in partnership with CRD Protective Services). Working with an inter-municipal project team, this Project aims to build upon past studies to provide additional regional information to local governments and other community stakeholders about coastal flood hazards related to tsunamis and future sea level rise. A total of \$705,000 in grant funding has been secured through the provincially and federally funded National Disaster Mitigation Program. \$329,250 in funding was provided up front by the Province of BC in 2019. \$375,750 in funding to be provided by Public Safety Canada by claim reimbursement in 2019 and 2020, in which, approximately \$40,000 is expected in 2019 and the remainder in 2020. The Project will be completed in mid-2020.

The project has three distinct Tasks: first to develop a regional digital elevation model (approximately 10% of project budget), second to develop a regional storm surge and future sea level rise model and map (approximately 40% of project budget) and the finally, complete tsunami modelling under a variety of tsunami scenarios (approximately 40% of project budget) . On October 18th, the project team hosted a workshop with regional local governments to further refine the project outputs including confirming data sources, project methodologies and final outputs. Updates will be provided to local governments through the CRD Climate Action Inter-Municipal Working Group and Local Government Emergency Programs Advisory Committee as the project progresses.

Parks & Natural Resource Protection

6a-8

Staff have brought forward a report on this agenda titled Regional Parks – Sustainability that details a proposal to shift 25% of the current funding for the Land Acquisition Fund to parks capital infrastructure projects and seek a minimum of 25% funding from community partners for land acquisition. As the park system expands and the number of people who enjoy our parks grows, resources as currently allocated are no longer sufficient to meet either current or future demands. There are increasing pressures to build new, and maintain and replace existing park assets. This shift in funding, coupled with various budget optimization strategies detailed in the accompanying staff report, will maintain the buying power of the land acquisition fund as it is currently established, ensure adequate funding for renewal of existing infrastructure and maintain service levels for regional parks and trails into the future.

6b-4

As communities continue to grow around Regional Parks and Trails, there is significant pressure on a system that is already nearing capacity in some areas. In order to address park issues that involve recreational impacts, environmental impacts, and visitor use issues during busy park days, and to address increasing user conflicts and Bylaw infractions on trails and in parks, staff propose an additional five operations roles within Regional Parks. The focus of these roles will be on park servicing and maintenance in addition to compliance and enforcement and will include the following:

- Addressing user conflicts on trails and heavily visited parks
- Removal of homeless camps

- Address regulatory issues in the parks (e.g. dogs under control, homelessness, visitor use/recreational conflict)
- Monitor park use permits
- Park operations including servicing park facilities and conducting trail maintenance
- Operational programs such as: annual hazard tree inspections, weekly dam inspections, traffic and trail counter data collection, wildlife monitoring
- Implementation of compliance action plans, conservation action plan and recreation action plans

With regards to homeless camps, staff have removed over 50 so far this year within regional parks. Once established, these camps represent a significant workload, drain on resources, and potential environmental damage. One camp took 33 hours of staff time to clean up and over 60 bags of garbage were collected and disposed.

This past summer Thetis Lake Regional Park was highlighted as an area without adequate compliance and enforcement. This is one example where increased enforcement and a visible presence of a CRD authority in parks is required throughout the year, including weekends.

New funding for these positions, totalling \$265,000, is offset by reducing auxiliary wages within the budget by \$162,000. An additional \$25,000 for supplies, uniforms and IT equipment is required along with three vehicles totalling \$125,000.

6d-1

The scope of this initiative includes the development of an indigenous cultural curriculum that is developed collaboratively with First Nations. This work will be used to enhance current and future CRD staff and the public's understanding of the important connection between Indigenous Peoples and the land. This curriculum will also be used to provide cultural interpretation services to the public within regional parks. Regional Parks and First Nations Relations Division staff will map out a draft scope of services that will then be shared with nine (9) First Nations for review and input, and those First Nations who would like to participate will be invited to sit on a steering committee for the initiative. This work will be absorbed into the core service by realigning the existing interpretive programming offered in Regional Parks.

Landfill & Recycling

9b-4

With the continued expansion of extended producer responsibility (EPR) recycling programs to manage a wide range of end-of-life products including televisions, computers, telephones, audio equipment, outdoor power equipment and small appliances, a dedicated permanent attendant is required to receive these materials from residents and ensure that they are properly and safely sorted, segregated and packed for shipment to the appropriate stewardship agency. Providing residents with the option of recycling this wide range of consumer goods at the Hartland depot complements the many other solid waste and recycling services already provided. This service also provides a last chance recycling option for many goods that may otherwise end up in the

landfill. The CRD is paid service fees by the various EPR stewardship agencies to collect these materials on their behalf and these revenues fund more than half for this attendant. The balance of the funding for this position has been in place in the core budget for four years, and no additional funding is necessary to convert this term position to a permanent FTE.

BOARD PRIORITY IMPLICATIONS

Board approval of the budget/financial plans will enable staff to effectively and efficiently deliver services as outlined in the Board's priorities.

CONCLUSION

Effectively and transparently aligning financial planning to Board Priorities/Corporate Plans is considered a governance best-practise. A number of new initiatives have been identified that have budget or resourcing implications for 2020, 5b-4, 5c-1, 6a-8, 6b-4, and 9b-4 as identified in Appendix A, B and C. Adjustments to the existing funding allocation from the Regional Parks Land Acquisition Fund to infrastructure renewal, in addition to increased support for Regional Parks operations, represent investments in a growing parks system to ensure current and future demands are met.

RECOMMENDATION

That the Parks & Environment Committee recommend to the Capital Regional District Board:

That the new initiatives proposed in the provisional budgets related to the Parks & Environment Committee mandate (Appendix A: *Community Needs Summary - Climate Action & Adaptation*, Appendix B: *Community Needs Summary - Parks & Natural Resource Protection* and Appendix C: *Community Needs Summary – Landfill & Recycling*) be advanced to the October 30, 2019 Provisional Budget review process.

Submitted By:	Larisa Hutcheson, P.Eng., General Manager, Parks & Environmental Services
Concurrence:	Nelson Chan, MBA, CPA, CMA, Chief Financial Officer
Concurrence:	Robert Lapham, MCIP, RPP, Chief Administrative Officer

LH:cl

Attachments: Appendix A – 2020 Community Needs Summary – Climate Action & Adaptation
Appendix B – 2020 Community Needs Summary – Parks & Natural Resource Protection
Appendix C – 2020 Community Needs Summary – Landfill & Recycling
Appendix D – 2019-2022 Service Planning and Budget Process

COMMUNITY NEED SUMMARY

Climate Action & Adaptation

Strategy

Target Outcome

We envision reduced GHG emissions, triple-bottom-line solutions and progress on adaptation.

Related Strategies

- [Corporate Climate Action Strategy](#)
- [Regional Climate Action Strategy](#)
- [Regional Growth Strategy](#)
- [Regional Water Supply Strategic Plan](#)
- [Special Task Force on First Nations Relations](#)
- [Statement of Reconciliation](#)
- [Solid Waste Management Plan](#)

Core Service Levels

Community Climate Action

Support local governments in climate goals/commitments, liaise and advocate to senior levels of government. Provide climate data and indicators, public education and outreach.

Corporate Climate Action

Support the organization with its corporate climate goals/commitments, develop and monitor corporate policies related to climate action, undertake annual reporting, support corporate building and fleet emission reduction and climate preparedness initiatives.

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
5a-1	Climate Emergency	Declare a Climate Emergency & take a leadership role to pursue regional carbon neutrality by 2030	2020-2022		Absorbed in core service

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
5a-2	Collaborate with local governments	Work with local governments to further reduce emissions from buildings, transportation & solid waste	2020-2022		Absorbed in core service
5a-3	Model Bylaws	Develop model bylaws and best practices for use by municipalities and Electoral Areas	2020-2022		Absorbed in core service
5a-4	Facilitate networks	Utilize formal networks to support inter-municipal coordination & undertake regional programs	2020-2022		Absorbed in core service
5a-5	Create partnerships	Increase number of strategic partnerships to achieve community mitigation & adaptation goals	2020-2022		Absorbed in core service
5b-1	Reduce corporate emissions	Identify & implement projects to reduce corporate GHG emissions, referencing the Corporate Climate Action Strategy	2020-2022		Absorbed in core service
5b-2	Landfill Gas Usage	Determine best use of landfill gas to achieve the CRD's corporate targets in conjunction with the Solid Waste Management Plan	2020		Absorbed in core service
5b-3	Corporate strategies	Identify corporate mitigation & adaptation strategies that could most benefit from seed funding	2020-2022		Absorbed in 5b-1
5b-4	GHGe Reduction through alternative fuel	Determine how to reduce Green House Gas Emissions through an alternative fuel source or by off-setting	2020 - 2022		Included in Provisional Budget

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
5b-6	Corporate Climate Action Strategy	Update Corporate Climate Action Strategy with objective of pursuing carbon neutrality	2020 - 2021		Absorbed in 5b-1
5c-1	Regional Sea Level Rise	Undertake detailed regional sea level rise modeling & mapping to inform local government of flood hazard plans & policies	2019 - 2020		Included in Provisional Budget
5c-2	Regional Climate Action Strategy	Advance progress on regionally coordinated climate & energy policy approaches & clarify CRD's role, including updating the Regional Climate Action Strategy.	2020		Already funded

Business Model

Value Proposition

Environmental Protection

The Environmental Protection division provides corporate leadership and regulatory coordination for climate action through strategic planning, mitigation and adaptation research, reports, public education and project delivery.

Environmental Resource Management

The Environmental Resource Management division minimizes impacts to the environment by promoting waste reduction to the community and efficiently and effectively managing the region's solid waste in an environmentally, socially and economically responsible manner.

Who Contributes

All municipalities & EAs participate in these services.

Metrics

Metric #1

Target: Decrease community GHG emissions by 33% from 2007 levels by 2020 and 61% by 2038.

Current Status: Progress toward this target remains unknown due to incomplete Provincial Community Energy and Emissions Inventory data since the year 2010. In light of this, the CRD plans to complete a regional GHG inventory in late 2019.

Metric #2

Target: Decrease corporate GHG emissions by 33% from 2007 levels by 2020.

Current Status: In 2018, CRD operations produced 2,299 tonnes CO₂e. This represents an 18% reduction compared to 2007 levels.



COMMUNITY NEED SUMMARY

Parks & Natural Resource Protection

Strategy

Target Outcome

We envision additional land acquisitions and increased access to parks and recreational trails.

Related Strategies

- | | |
|--|--|
| <ul style="list-style-type: none"> • Regional Climate Action Strategy • Regional Parks Strategic Plan • Land Acquisition Strategy | <ul style="list-style-type: none"> • Special Task Force on First Nations Relations • Statement of Reconciliation |
|--|--|

Core Service Levels

Planning, Resource Management & Development

Contribute to effective and efficient decision making through plan and policy development, natural and cultural resource management, capital development planning, project management and geographic mapping; development of the Strategic Plan and park management plans; provide oversight of the land acquisition program; and guide the implementation of scientific and technical work related to environmental management.

Regional Parks Operations

Responsible for the daily operations and maintenance of regional parks, attending to nature centres, campgrounds, washrooms, trails, beaches, picnic areas, parking lots, bridges, kiosks and signs; implementing restoration projects and overseeing park safety and security, including bylaw enforcement and fire management.

Visitor Services

Connect people with the natural environment, conduct social science research and planning, provides park volunteer opportunities for residents, cultivate community partnerships and

provide administrative services; provides web-based park information and publications to the public, and issue park use permits for group picnic shelters and special events

Regional Trails

Manage Regional Trails system to protect and operate three regional trails that provide a transportation and recreation function and that provide non-motorized trails for active transportation and recreation to connect municipalities, electoral areas and the region with adjacent jurisdictions.

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
6a-1	Regional Parks Strategy Update	Ensure appropriate funding for parks & trails infrastructure, improvements & maintenance by updating the Regional Parks Strategy with consideration to ecological, recreation & reconciliation principles, land acquisition capacity, & expanded partnerships with First Nations & park user groups	2020 - 2021		Absorbed in Core Service
6a-8	Capital Reserve*	Increase in funding to Capital Reserve, in order to address high value and critical capital infrastructure in regional parks	2020		Included in Provisional Budget
6b-1	Invasive Species Management	Provide residents with information for advancing with invasive species management by increasing the number of partnerships	2020-2022		Already funded

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
6b-2	Environmental Stewardship Programs	Pursue stakeholders to be involved with stewardship programs	2020-2022		Absorbed in Core Service
6b-3	Environmental Stewardship Volunteers	Leverage volunteer hours for restoration & stewardship	2020		Absorbed in Core Service
6b-4	Enhance Parks Operations*	Enhance operations service levels	2020	5.0 ongoing	Included in Provisional Budget
6d-1	Engage with First Nations	Undertake engagement with First Nations regarding greater collaboration & Parks management *	2020-2022		Absorbed within Core Service
6e-1	Land Acquisition Fund Renewal	Determine renewal of Land Acquisition Fund beyond 2019 & use of those funds for capital improvements, as well as land purchases	2020		Absorbed in Core Service
6f-1	Dog Management Policy Framework	Dog Management Policy Framework for Regional Parks and Trails	2020		Absorbed in Core Service

* New - Initiatives not in the 2019-2022 Corporate Plan

Business Model

Value Proposition
<p>Regional Parks</p> <p>The Regional Parks division protects and manages approximately 13,000 hectares of natural area in 30 regional parks and three regional trails, and supports approximately 8 million visits per year, thereby improving the well-being and enjoyment of residents throughout the region.</p>
<p>First Nations</p> <p>The First Nations Relations division enhances relationships with First Nations by streamlining the CRD's cross-departmental approach to First Nations engagement, increasing the CRD's profile as a relevant government to First Nations needs and aspirations, and providing advice to the Board, executive leadership and staff on developing relationships.</p>
<p>Environmental Protection</p> <p>The Environmental Protection division protects the environment by monitoring and assessing liquid and solid waste, enforcing environmental bylaws and promoting best practices of water consumption, waste reduction and climate action to the community.</p>
Who Contributes
<ul style="list-style-type: none">• All municipalities• All EAs

Metrics

Metric #1

Target: 100% of critical infrastructure in good or better condition.

Current Status: Currently 75% of major critical infrastructure within the Regional Parks and Trails system are in good or very good condition.

Metric #2

Target: Maintain a visitor experience satisfaction rate of 85% or better for Regional Parks and Trails.

Current Status: The 2017 resident survey demonstrated a satisfaction rating of 85%. This survey will be conducted again in 2022.

Metric #3

Target: An average annual parks and trails asset renewal investment of \$2.5 million.

Current Status: Current average annual parks and trails asset renewal capital investment is \$1.6 million/year.

Metric #4

Target: A 25% contribution of land acquisition funding from community partners.

Current Status: To date, community partners in land acquisitions have contributed almost \$16.8M, representing 27% of overall costs.

Metric #5

Target: Maintain a volunteer base of greater than 500 people.

Current Status: The current number of active volunteers (2018) is 526 people.

COMMUNITY NEED SUMMARY

Landfill & Recycling

Strategy

Target Outcome

We envision minimizing waste disposal and maximizing waste diversion.

Related Strategies

- [Solid Waste Management Plan](#)

Core Service Levels

Diversion Services

Responsible for solid waste management planning in the Capital Region, including policy and program development to increase waste reduction or recycling.

Landfilling Services

Ensure regional landfill capacity with the operation of the CRD's Hartland Landfill. Ongoing capital and operating investments are made at Hartland to ensure compliance with BC Ministry of Environment landfill regulations, including leachate and landfill gas management infrastructure.

Resource Recovery Services

Installation and operation of landfill collection and utilization infrastructure at Hartland Landfill to ensure landfill gas (methane) destruction and compliance with provincial environmental regulations. Seek to maximize the environmental and financial benefits of Hartland Landfill gas utilization.

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
9a-1	Resource Recovery and Waste Reduction	Explore additional opportunities for resource recovery & identify best practices to further reduce waste, increase recycling & find beneficial uses for waste	2020		Absorbed in Core Service
9a-2	Infoline Support *	Supplement infoline position for Solid Waste Management Plan (SWMP) support	2020		Absorbed in Core Service
9b-1	Public Awareness of Extended Producer Responsibility	Increase level of awareness of residents about Extended Producer Responsibility programs, proper recycling & waste disposal options	2020		Absorbed in Core Service
9b-2	SWMP Update	Update Solid Waste Management Plan, including determining how to optimize landfill gas utilization	2020		Already funded
9b-3	Controlled Waste Permits *	Additional staff support for Hartland Controlled Waste Permit	2020		Already Funded
9b-4	Electronic Stewardship Attendant *	Electronics Stewardship Attendant	2020	1.0 Ongoing	Already Funded
9c-1	Changing Recycling Markets	Monitor global recycling markets & consult with solid waste industry stakeholders	2020		Absorbed in Core Service

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
9d-1	Hartland Landfill Longevity	Extend the life of Hartland landfill to 2100 & beyond through waste reduction & diversion programs and the development of new landfill design options	2020		Absorbed in Core Service
9e-1	Organic Waste Processing Procurement	Initiate the procurement process for in-region, or near in-region, kitchen scraps/yard waste organics processing capacity	2020		Absorbed in Core Service

* New - Initiatives not in the 2019-2022 Corporate Plan

Business Model

Value Proposition
<p>Environmental Resource Management</p> <p>The Environmental Resource Management division minimizes impacts to the environment by promoting waste reduction to the community and efficiently and effectively managing the region's solid waste in an environmentally, socially and economically responsible manner.</p>
<p>Engineering & Facilities Management</p> <p>The Engineering & Facilities Management division provides professional engineering and project management services, ensures project stewardship and procurement standards are maintained, and delivers building management and inter-divisional services at 15 locations upon request.</p>
<p>Environmental Protection</p> <p>The Environmental Protection division provides regulatory monitoring and reporting, waste control programs and public education and outreach for waste reduction.</p>

Who Contributes

- The solid waste service is 100% funded by landfill tipping fees and recycling program revenues. There is no tax requisition required to run this CRD service.

Metrics

Metric #1

Target: The BC Government has set a 2020 solid waste disposal target rate of 350 kg/person per year.

Current Status: Currently, CRD is at 407 kg/person per year, which is less than the provincial average of 506 kg/person (2017).

Metric #2

Target: Capture 75% of landfill gas captured at Hartland landfill.

Current Status: Current capture rate is 66%.

Metric #3

Target: Waste compaction rate at Hartland Landfill of 850 kg/m³.

Current Status: Current waste compaction rate at the landfill exceeds the target at 1160 kg/m³.



Making a difference...together

REPORT TO THE GOVERNANCE AND FINANCE COMMITTEE MEETING OF WEDNESDAY, OCTOBER 2, 2019

SUBJECT 2019-2022 Service Planning and Budget Process

ISSUE

To provide the Governance and Finance Committee with an overview of initiatives undertaken in 2019 and planned for 2020 to deliver on approved Board Priorities and the Corporate Plan.

BACKGROUND

The Board completed its strategic planning early in 2019 and subsequently approved the *CRD Board Strategic Priorities 2019-2022*. Top priorities included:

1. Community Wellbeing – Transportation & Housing
2. Climate Action & Environmental Stewardship
3. First Nations Reconciliation
4. Advocacy, Governance & Accountability

Related to the above, the Board also identified 18 specific initiatives to be started/completed over its four-year term (Attachment 1).

Following Board confirmation of priorities, staff prepared the 2019-2022 CRD *Corporate Plan* to identify potential initiatives to advance Board Priorities. The Corporate Plan also identified initiatives to deliver on the CRD's established service mandates, approved plans and corporate priorities. Progress on the priorities is reported quarterly under the Corporate Priorities Dashboard.

Following completion of the Corporate Plan, staff commenced annual Service Planning. The Service Planning process identified resource implications to implement the Corporate Plan initiatives (including Board Priorities) as well as proposed adjustments to service levels and other departmental initiatives. The Service Planning process gathered information necessary to assemble a provisional budget for Committee and Board review.

DISCUSSION

Initiatives identified in the Corporate Plan cannot be undertaken without resourcing. The Board determines resourcing through its annual review and approval of financial plans. To support the Board's decision-making, staff, through the Service Planning process, provide recommendations on funding, timing and service levels to achieve the initiatives in the Corporate Plan.

In past years, service planning was undertaken division-by-division, with review and consideration of alignment and connection to Board Priorities and the Corporate Plan made primarily at the executive level. Staff have revised the Service Planning process to better align budget proposals to Board Priorities.

The revised Service Planning process centres on the preparation of business cases that outline the operational and cost implications of each initiative in the Corporate Plan as well as any proposed new operational initiatives. Specifically, the business cases capture the following information:

- drivers for new initiatives (is it a Board Priority, Corporate Priority or an initiative from an approved strategic plan?);
- community needs being responded to;
- how the initiative will make a difference;
- whether there is a need for additional resources;
- timing of the proposed initiative;
- cross-divisional staff effort required to complete the initiative;
- costs;
- funding sources;
- readiness to proceed;
- alternatives; and
- risks.

Divisional Managers completed business cases for their areas of responsibility, much like they previously completed divisional service plans. Departmental General Managers reviewed the business cases. Finally, the Executive Leadership Team assessed the business cases and prioritized/recommended those now being advanced for Committee/Board approval. Business cases were prepared and reviewed in consideration of the core service mandate and responsibility, key drivers, community needs, the most effective service delivery approach and the impact on other departments in the organization. In addition, departments identified the value proposition and key performance metrics associated with each community need.

Among the Board-directed initiatives, the items being advanced to the Standing Committees and Commissions are either currently underway or if requiring additional resources, have been incorporated in the proposed 2020 provisional budget. Remaining items are proposed to be considered for the 2021-2022 budgets unless Committees/Commissions direct advancing these initiatives earlier. Staff have also identified a number of departmental initiatives that will advance items that are strategies or have been identified by Committees and Commissions. The proposed new initiatives that require additional funding have been reflected in the provisional budget.

IMPLICATIONS

Committee/Commission/Board feedback on proposed new initiatives will be used to finalize budgets and financial plans. The budget review will identify the impact of core inflation, highlight key cost drivers, and explain changes in year over year costs. The provisional budget has been prepared in alignment with the Board approved budgeting guidelines and will be presented at the October 30, 2019 Committee of the Whole meeting.

Board approval of the budget/financial plans will enable staff to effectively and efficiently deliver services. Service delivery feedback will set the stage for the Board's annual review of its priorities.

CONCLUSION

Staff has revised the Service Planning process to effectively and transparently align financial planning to implement Board Priorities and the Corporate Plan. As this is a significant process change additional work will be undertaken to improve this process each year. The initiatives brought forward for 2020 have been evaluated in consideration of the organizational capacity, alignment with existing core service delivery and with regard to the financial impacts.

RECOMMENDATION

That the Governance and Finance Committee received this report for information.

Submitted by:	Kevin Lorette, P.Eng., MBA, General Manager Planning & Protective Services
Concurrence	Nelson Chan, MBA, CPA, CMA, Chief Financial Officer
Concurrence	Robert Lapham, MCIP, RPP, Chief Administrative Officer

Attachments: Attachment 1 - 2019-2022 CRD Board Priorities on a Page

Priorities	Community Wellbeing – Transportation & Housing	Climate Action & Environmental Stewardship	First Nations Reconciliation	Advocacy, Governance & Accountability
Initiatives	<ul style="list-style-type: none"> Work with government/community partners to plan for and deliver an effective, long-term regional multi-modal transportation system and to increase use of public transit, walking and cycling. Protect the E&N Corridor as a transportation corridor and participate in a Provincial working group to come to agreement on the future use of the E&N corridor. Create and deliver more affordable housing across the region in a manner aligned with the Regional Growth Strategy in order to address the needs of a diverse & growing population, including vulnerable residents. 	<ul style="list-style-type: none"> Declare a Climate Emergency and take a leadership role to pursue regional carbon neutrality by 2030. Work with local governments to further reduce emissions from buildings, transportation and solid waste. Explore additional opportunities for resource recovery and identify best practices to further reduce waste, increase recycling and find beneficial uses for waste. Ensure appropriate funding for parks and trails infrastructure, improvements and maintenance by updating the Regional Parks Strategy with consideration to ecological, recreation and reconciliation principles, land acquisition capacity, and expanded partnerships with First Nations and parks user groups. Develop model bylaws and best practices for use by municipalities and electoral areas. 	<ul style="list-style-type: none"> Look to First Nations for leadership in understanding how to create new regional planning and decision-making systems together on their Traditional Territories. Seek partnerships, share information and deliver fair and equitable services in working with First Nations on achieving their economic goals. Work with First Nations on taking care of the land and water while providing space for cultural and ceremonial use, food and medicine harvesting, traditional management practices and reclaiming Indigenous place names. Prepare an ecological asset management plan that includes natural infrastructure, First Nations guiding principles, First Nations language and place names, historical uses and invasive species management. 	<ul style="list-style-type: none"> Develop an advocacy strategy to ensure all occupied properties have the opportunity to access high-speed internet services. Develop a comprehensive strategy and operational review to reflect the unique needs and governance of each electoral area. Explore more comprehensive regional coordination of emergency services, including an assessment of regional hazards, risks and vulnerabilities. Achieve triple bottom-line sustainable budgets through innovation and streamlining while recognizing the need for infrastructure revitalization and accountability to taxpayers. Seek 100% participation in the CRD arts function and facilitate a discussion of the region's art facility needs. Explore how the CRD can best contribute to regional economic development.
Desired Outcomes	<ul style="list-style-type: none"> We envision that residents have access to affordable housing and convenient, green and affordable multi-modal transportation systems that enhance community wellbeing. 	<ul style="list-style-type: none"> We envision reduced GHG emissions, triple-bottom line solutions and progress on adaptation. 	<ul style="list-style-type: none"> We envision strong relationships with First Nations based on trust and mutual respect, partnerships and working together on shared goals. 	<ul style="list-style-type: none"> We envision effective advocacy, coordinated, collaborative and transparent governance of our committees and commissions, and fiscal/corporate accountability.

CRD Corporate Priorities on a Page

Business Capacity & Continuity

We will further advance our workforce planning and Organizational Health & Safety programs to support organizational capacity and resilience.

Efficiency & Collaboration

We will develop a partnership directory and guidelines document to guide staff and existing/potential partner groups and enable greater collaboration.

Fiscal Responsibility

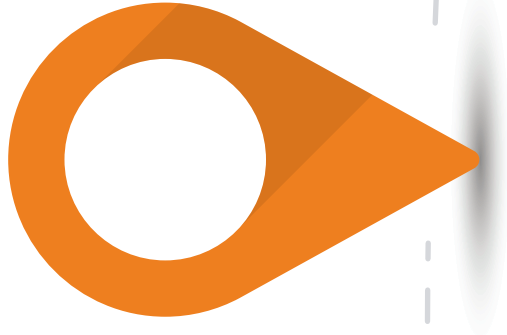
We will integrate asset management and risk analysis into our capital planning processes to strengthen our fiscal management practices and support resource sustainability.

Customer Service

We will enhance our systems and policies to respond to evolving best practices, adhere to legislative requirements, and provide efficient, accessible, customer service.

Transparency

We will streamline our service planning tools and establish KPIs to effectively track and report progress on Board Priorities, Corporate Priorities and operational service activities, thereby enhancing accountability.



COMMUNITY NEED SUMMARY (REVISED)

Parks & Natural Resource Protection

Strategy

Target Outcome

We envision additional land acquisitions and increased access to parks and recreational trails.

Related Strategies

- | | |
|--|--|
| <ul style="list-style-type: none"> • Regional Climate Action Strategy • Regional Parks Strategic Plan • Land Acquisition Strategy | <ul style="list-style-type: none"> • Special Task Force on First Nations Relations • Statement of Reconciliation |
|--|--|

Core Service Levels

Planning, Resource Management & Development

Contribute to effective and efficient decision making through plan and policy development, natural and cultural resource management, capital development planning, project management and geographic mapping; development of the Strategic Plan and park management plans; provide oversight of the land acquisition program; and guide the implementation of scientific and technical work related to environmental management.

Regional Parks Operations

Responsible for the daily operations and maintenance of regional parks, attending to nature centres, campgrounds, washrooms, trails, beaches, picnic areas, parking lots, bridges, kiosks and signs; implementing restoration projects and overseeing park safety and security, including bylaw enforcement and fire management.

Visitor Services

Connect people with the natural environment, conduct social science research and planning, provides park volunteer opportunities for residents, cultivate community partnerships and

provide administrative services; provides web-based park information and publications to the public, and issue park use permits for group picnic shelters and special events

Regional Trails

Manage Regional Trails system to protect and operate three regional trails that provide a transportation and recreation function and that provide non-motorized trails for active transportation and recreation to connect municipalities, electoral areas and the region with adjacent jurisdictions.

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
6a-1	Regional Parks Strategy Update	Ensure appropriate funding for parks & trails infrastructure, improvements & maintenance by updating the Regional Parks Strategy with consideration to ecological, recreation & reconciliation principles, land acquisition capacity, & expanded partnerships with First Nations & park user groups	2020 - 2021		Absorbed in Core Service
6a-8	Capital Reserve*	Increase in funding to Capital Reserve, in order to address high value and critical capital infrastructure in regional parks	2020		Included in Provisional Budget
6b-1	Invasive Species Management	Provide residents with information for advancing with invasive species management by increasing the number of partnerships	2020-2022		Already funded

#	Initiatives	Description	Budget Year	New FTEs For 2020	Budget Impact
6b-2	Environmental Stewardship Programs	Pursue stakeholders to be involved with stewardship programs	2020-2022		Absorbed in Core Service
6b-3	Environmental Stewardship Volunteers	Leverage volunteer hours for restoration & stewardship	2020		Absorbed in Core Service
6b-4	Enhance Parks Operations*	Enhance operations service levels	2020	5.0 ongoing	Included in Provisional Budget
6b-5	Mountain Bike Policy*	Develop an overarching approach to mountain biking in CRD Regional Parks	2020-2021		Included in Provisional Budget
6d-1	Engage with First Nations	Undertake engagement with First Nations regarding greater collaboration & Parks management *	2020-2022		Absorbed within Core Service
6e-1	Land Acquisition Fund Renewal	Determine renewal of Land Acquisition Fund beyond 2019 & use of those funds for capital improvements, as well as land purchases	2020		Absorbed in Core Service
6f-1	Dog Management Policy Framework	Dog Management Policy Framework for Regional Parks and Trails	2020		Absorbed in Core Service

* New - Initiatives not in the 2019-2022 Corporate Plan

Business Model

Value Proposition

Regional Parks

The Regional Parks division protects and manages approximately 13,000 hectares of natural area in 30 regional parks and three regional trails, and supports approximately 8 million visits per year, thereby improving the well-being and enjoyment of residents throughout the region.

First Nations

The First Nations Relations division enhances relationships with First Nations by streamlining the CRD's cross-departmental approach to First Nations engagement, increasing the CRD's profile as a relevant government to First Nations needs and aspirations, and providing advice to the Board, executive leadership and staff on developing relationships.

Environmental Protection

The Environmental Protection division protects the environment by monitoring and assessing liquid and solid waste, enforcing environmental bylaws and promoting best practices of water consumption, waste reduction and climate action to the community.

Who Contributes

- All municipalities
- All EAs

Metrics

Metric #1

Target: 100% of critical infrastructure in good or better condition.

Current Status: Currently 75% of major critical infrastructure within the Regional Parks and Trails system are in good or very good condition.

Metric #2

Target: Maintain a visitor experience satisfaction rate of 85% or better for Regional Parks and Trails.

Current Status: The 2017 resident survey demonstrated a satisfaction rating of 85%. This survey will be conducted again in 2022.

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Target: An average annual parks and trails asset renewal investment of \$2.5 million.

Current Status: Current average annual parks and trails asset renewal capital investment is \$1.6 million/year.

Metric #4

Target: A 25% contribution of land acquisition funding from community partners.

Current Status: To date, community partners in land acquisitions have contributed almost \$16.8M, representing 27% of overall costs.

Metric #5

Target: Maintain a volunteer base of greater than 500 people.

Current Status: The current number of active volunteers (2018) is 526 people.



File: 0400.05.03
November 20, 2019

Emailed November 20: EGorman@crd.bc.ca

Capital Regional District
Legislative Services
625 Fisgard Street
Victoria, BC V8W 1R7

Atten: Emilie Gorman, Manager

Dear Ms. Gorman:

Re: November 9, 2019 Highland District Community Association's Letter to Chair Isitt, CRD Parks and Environment Committee Regarding Mines Act Permit Application #1610713, Impact on Millstream Meadows Long Term Remediation and Risks

On Monday, November 18, 2019, Council of the District of Highlands passed the following motion regarding the above noted correspondence from the Highland District Community Association to Chair Isitt, CRD Parks and Environment Committee regarding Mines Act Permit Application #1610713:

That in respect to the Highland District Community Association's November 9, 2019 letter to Mr. Ben Isitt, Chair of the CRD Parks and Environment Committee, it be communicated to the Capital Regional District Board that Council supports ensuring that the concerns raised by the HDCA are considered by the CRD in respect to the potential impact on the Millstream Meadows property remediation as a result of the proposed quarry activities on the adjacent property.

Please contact the undersigned if you require additional information.

Yours truly,

Tina Neurauter
Corporate Officer

Attachment – HDCA Nov. 9, 2019 letter



Highlands District Community Association
1980 Millstream Rd
Victoria BC
V9B 6H1

Mr. Ben Isitt
Chair
Parks & Environment Committee
Capital Regional District
625 Fisgard St.
Victoria, BC. V8W 1R7

November 9th, 2019

**Re. Mines Act Permit Application #1610713
Impact on Millstream Meadows Long Term Remediation and Risks**

The purpose of this letter is to express the concerns of the Highland District Community Association (HDCA) regarding the potential movement of contaminants in the Millstream Meadows property due to the proposed strip mining of the adjacent property that is subject to a mine application by OK Industries (OKI). The HDCA understands that the CRD is focusing its efforts on looking for evidence that the contaminants are either moving or somehow safely isolated and contained within the Millstream Meadows property. The HDCA appreciates the enormous effort the CRD continues to invest to remediate the site.

In its careful review of OKI's consulting reports, filed in support of its mine application, the HDCA has found that the quarry that the company proposes to excavate, immediately adjacent to Millstream Meadows, will be extraordinarily deep and lack any effective absorption capability. OKI has not provided any evidence dealing with the anticipated behavior of the pockets of contaminant once the enormous volume of rock and over burden are removed. Our concern is that the mine activity will change the hydrostatic pressure on the south side of Millstream Meadows affecting the behavior, direction and speed of flow of the contaminants. The HDCA appreciates how difficult it may be to confidently predict the future behavior of the Meadows' contaminants once the hydrostatic pressure is changed. Accordingly, the Association asks the CRD to consider this issue and either: demonstrate there is no undue risk to the public and taxpayers in the future (including after receipt of a Certificate of Compliance); expeditiously intervene in the Mine Permit Application to share a concern of potential risks with the Ministry; or ask the Ministry to put a hold on the application until this can be studied further.

The HDCA is hyper-vigilant about ground water protection, since Highland residents are solely dependent on the underlying aquifers for drinking water. These aquifers are Highlands' most valued Natural Asset (e.g. our Sooke reservoir). Therefore, the HDCA wants to ensure that the CRD has fully considered the risk of the quarrying activities (and altered hydrostatic pressure on Millstream Meadows property) on Highlands ground water, including the potential for introducing health concerns and impacting property values.

Recently, the Association heard from Peninsula Streams on its federally funded efforts to restore the Upper Millstream for as many as 5000 coho per year. It would of course be catastrophic to these efforts if the Millstream Meadows contaminants reached surface in OKI's proposed quarry. The HDCA would therefore also like to ensure that the CRD has considered this risk.

The Highland District Community Association

For your information, Highlands Council has responded on two occasions to the referral related to the Mine Permit Application and in each case expressed solid opposition...

<https://www.highlands.ca/AgendaCenter/ViewFile/Item/3612?fileID=4210>

[https://www.highlands.bc.ca/DocumentCenter/View/7249/June-6 OK-Industries-Ltd-Mines-Act-Permit-Application-2](https://www.highlands.bc.ca/DocumentCenter/View/7249/June-6%20OK-Industries-Ltd-Mines-Act-Permit-Application-2)

Highlands Council has also recently launched a process to update the Official Community Plan for the South Highlands area. This update will engage residents and business owners in the South Highlands and will undoubtedly address this issue in considerable detail.

A number of our Members believe the best and highest use of the pristine OKI property, is as a western extension to the CRD's Thetis Lake Park. Such an extension would offer easier access from Langford, The Highlands and Bear Mountain, and enhance wildlife corridors, while carefully 'sheltering' contaminants buried at both Millstream Meadows and the adjacent toxic waste site of Highwest. The cost of this option needs to be carefully weighed against the potential liability to taxpayers should the Millstream Meadows contaminants become more mobile once the adjoining quarry has been excavated and the existing hydrostatic pressure reversed.

Most appreciatively,

Scott Richardson
Chair, HDCA

cc:

- Mayor and Council, The District of the Highlands
- Ian Bruce, Peninsula Streams Society

CB/ Roessigh

Motion