



INFRASTRUCTURE SERVICES COMMITTEE

Thursday, April 16, 2020
SCRD Boardroom, 1975 Field Road, Sechelt, B.C.

AGENDA

CALL TO ORDER 9:30 a.m.

AGENDA

1. Adoption of Agenda

PRESENTATIONS AND DELEGATIONS

2. Hermann Ziltener, Elphinstone Community Association, Reed Road Forest Working Group
Regarding Preservation of Reed Road Forest
Annex A
pp 1-6

REPORTS

3. General Manager, Infrastructure Services
Impacts of COVID-19 Pandemic on Infrastructure Services Department Work Plan
(Voting – All)
Annex B
pp 7-8
4. General Manager, Infrastructure Services
2020-2021 BC Transit Annual Operating Agreement (AOA)
(Voting – B, D, E, F, Sechelt, Gibsons, SIGD)
Annex C
pp 9-31
5. General Manager, Infrastructure Services
Water Supply Update
(Voting – All)
Verbal
6. General Manager, Infrastructure Services
2020-Q1 Quarterly Report
(Voting – All)
Annex D
pp 32-43

COMMUNICATIONS

7. Honourable George Heyman, Ministry of Environment and Climate Change Strategy dated April 6, 2020
Regarding disposal of asbestos contaminated gypsum
(Voting – All)
Annex E
pp 44

NEW BUSINESS

IN CAMERA

That the public be excluded from attendance at the meeting in accordance with Section 90 (1) (k) of the *Community Charter* – “negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public”.

ADJOURNMENT

Reed Road Forest is the only remaining intact forest in Area E

District Lot 1313, known locally as Reed Road Forest, occupies a key location on the lower slopes of Mount Elphinstone at the urban-forest interface, very close to Gibsons and offers easy access for people.

It is a spectacular and well-established forest that regenerated naturally after the fire of 1906. It has never been logged, except some manual logging in some sections before the fire. It must thus be regarded as an old growth forest.

Reed Rd Forest has a well-established ecosystem with abundant wildlife, 100 - 150 year old Douglas firs, mixed deciduous, cedar, hemlock forest. It has great potential for wildlife viewing and educational opportunities. Already now it is a well-used recreational forest already.

The forest is an ideal habitat for a wide variety of wildlife, plants and fungi; ie red-legged frogs (blue listed), giant huckleberry bushes surpassing 6', tall firs including one over 70 metres.

Numerous streams flow from the mountain, provides important hydrological benefit to residents down-slope who depend on well water; an identified watershed reserve

Especially today, in light of the Covid-19 pandemic, it is more than ever essential that we maintain healthy forest ecosystems, that offer easy access for visitors, as such forests are critical to our health and wellbeing. Reed Road Forest is the only old growth forest that is easily accessible in the Elphinstone area.

Elphinstone Official Community Plan

(Bylaw 600 Adopted Mar. 8 2008):

p.60 B-10.3 Community and Regional Park Policies

3. The following areas depicted as Future Community Park or Regional Park Acquisition on Map 4 – Parks and Recreation should be acquired by the Regional District:

(a) Future Community or Regional Park No. 1 District Lot 1313 – Old Gibsons Watershed Reserve

This large 48 ha. (120 acre) site includes land sloping south-west towards Mount Elphinstone and is covered by the largest areas of mature coniferous forest and wetland identified in the Sunshine Coast Sensitive Ecosystem Inventory (2003) within the Elphinstone OCP. The land is crossed by Smales Creek, Walker Creek and two upper branches of Chaster Creek incised in steep ravines.

The Elphinstone Community Association (ECA) has consistently opposed logging of Reed Road Forest, the last remaining natural forest of what used to cover the entire Mount Elphinstone.

A report by Allen Banner (MSc., RPBio, RPF) investigating the ecology of this forest states:

“Historically, this District Lot (DL1313) was given Watershed Reserve status (MapArt Publishing 2002; The Local Weekly 2014) and is designated in the Elphinstone Official Community Plan as “Park, which should be acquired for current and future park use and environmental protection” (Sunshine Coast Regional District Staff Report 2016). Such historical precedents should be considered as candidates for conservation within a focussed strategy for rare and threatened ecosystems.” p. 13

“All of the forested site series within the CWHdm support either red- or blue-listed ecological communities” p. 3

“Understories here were diverse, consistently well-developed and taller – up to 2 m tall in places. Lush communities of sword fern and other forbs/ferns with tall salmonberry, huckleberries, red elderberry, and other shrubs were typical.” p.10



“Mature coniferous forest dominates, but Riparian fringe and Wetland swamp” p.10

Our request to the SCRD Board:

We request that the SCRD write to the The Honourable Doug Donaldson, Minister of Forests, Lands, Natural Resource Operations and Rural Development and ask the minister for withdrawal of the land of DL1313 from BCTS Timber Supply Area for conservation purposes

Our goal is the long-term preservation of Reed Road Forest as a Conservation Area and Teaching Forest

Proposed future development:

- Maintain the forest in its present state
- Use Reed Road Forest as an educational forest
- Develop existing trails

Oversight and management:

A coalition of individuals and community groups, under the umbrella of the Elphinstone Community Association, is organizing to protect and nurture this naturally regenerated forest for its ecological, recreational, educational and historical value. Potential partnerships will be explored with First Nations, environmental and recreation groups, and educational and post-secondary institutions.



SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Infrastructure Services Committee – April 16, 2020

AUTHOR: Remko Rosenboom, General Manager, Infrastructure Services

SUBJECT: IMPACTS OF COVID-19 PANDEMIC ON INFRASTRUCTURE SERVICES DEPARTMENT
WORK PLAN

RECOMMENDATIONS

THAT the report titled Impacts of COVID-19 Pandemic on Infrastructure Services Department Work Plan be received.

BACKGROUND

The purpose of this report is to provide an overview of the more significant implications of the COVID-19 Pandemic on the work plan for the Infrastructure Services department.

DISCUSSION

At this point in time it is confirmed that the COVID-19 Pandemic will have the following impacts on the work plan for the Infrastructure Services department.

Utilities Services Department

The following activities within this division are currently suspended as they will not allow for adherence to adequate social distancing practices:

- Manual snow pack surveys at Chapman Lake and Edward Lake. Instead, staff will rely on the weather station on the slopes of Mount Steel and other weather stations in the area.
- In-person public participation events (including Water Summit). Instead, staff will initiate more online public participation opportunities.

Besides, the March 30, 2020 staff report titled Proposed Amendments to 2020-2024 Financial Plan- COVID-19 Response states that “the Ministry of Municipal Affairs has recommended that local government assent votes (referendums) be postponed to allow for full public participation once the COVID-19 crisis is over. They are also currently assessing whether this postponement will apply to alternative approval processes to seek public consent for debt funding toward projects such as the Church Road Well field and Water Metering-Phase 3. More clarity on the potential for the Ministerial approval of the Loan–Authorization Bylaw for the alternative approval processes for a long-term loan for the Church Road Well field is expected within the next several weeks.

Solid Waste Programs

Due to the additional workload for the SCRD staff and its contractors to respond to the COVID-19 Pandemic, the implementation of curbside food waste collection is delayed from early July to early September 2020.

Additionally, the Waste Reduction Initiatives Program has been tentatively rescheduled for Fall 2020 and the launch of the Backyard Composter Rebate Program has been delayed to Spring 2021.

Transit and Fleet

BC Transit informed staff that due to the redeployment of their staff for their COVID-19 Pandemic response, all projects associated with long term planning and significant service expansions are currently suspended. For the SCRD, this affects the potential introduction of Route 5 between Gibsons and the Langdale Ferry Terminal and a bus service along the east side of Sechelt Inlet, as well as the update to the Transit Future Plan. There is currently no confirmed alternative timelines for these initiatives.

Timeline for next steps

Staff will continue to keep the Board informed of the impacts COVID-19 Pandemic is having on the work plan for the Infrastructure Services department.

STRATEGIC PLAN AND RELATED POLICIES

More clarify on the potential implications of the COVID-19 Pandemic on the 2019-2023 Strategic Plan will be provided as a later date.

CONCLUSION

The COVID-19 Pandemic has several currently confirmed impacts on the work plan for the Infrastructure Services department.

Reviewed by:			
Manager	X- S. Walkey X - R. Cooper X - S. Misiurak X - J. Walton	CFO/Finance	
GM		Legislative	
CAO	X – D. McKinley	Other	

SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Infrastructure Services Committee – April 16, 2020

AUTHOR: Remko Rosenboom, General Manager, Infrastructure Services
Brad Wing, Financial Analyst

SUBJECT: **2020-2021 BC TRANSIT ANNUAL OPERATING AGREEMENT (AOA)**

RECOMMENDATION(S)

THAT the report titled 2020-2021 BC Transit Annual Operating Agreement (AOA) be received;

AND THAT the Delegated Authorities be authorized to execute the 2020-2021 BC Transit AOA.

BACKGROUND

Every year, BC Transit and the Sunshine Coast Regional District (SCRD) enter into an Annual Operating Agreement (AOA) to establish transit service hours, costs and funding for the BC Transit fiscal year, from April 1 to March 31.

At its January 30, 2020 meeting the Committee received the report titled 2020-2021 BC Transit Annual Operating Agreement Draft Budget and on February 13, 2020 the Board adopted the following recommendation

037/20 **Recommendation No. 3** *2020-2021 BC Transit Annual Operating Agreement Draft Budget*

THAT the report titled 2020-2021 BC Transit Annual Operating Agreement Draft Budget be received;

AND THAT the 2020-2024 Financial Plan be updated to reflect the draft Annual Operating Agreement budget values;

AND FURTHER THAT the taxation increase for [310] Public Transit be reduced by \$59,981 in the 2020 Round 2 budget.

The purpose of this report is to present the final 2020-2021 AOA (Attachment A) for the Committee's consideration.

DISCUSSION

The SCRd budget process usually concludes prior to receipt of the final budget from BC Transit in March or April. It is therefore not always possible to incorporate any changes into the annual SCRd Financial Plan. This can result in funding surpluses or shortfalls. Historically, such changes have not had a material financial impact.

Operational service adjustments in 2020

The COVID-19 Pandemic is having a significant impact on the transit service on the Sunshine Coast. The overall ridership decreased by over 50% and the ferry dependent ridership almost entirely disappeared.

In response to this reduced ridership and to ensure that sufficient staff are available to support the service at all times, the regular transit schedule has been reduced by approximately 50% since April 6, 2020. While the regular full schedule is currently planned to return by mid-May 2020, it will have to be determined if further service adjustments are warranted.

Since mid-March all buses are also cleaned very thoroughly on a daily basis. Since mid-April 2020 healthcare staff are able to use a dedicate transit service for their commute.

In response to the COVID-19 Pandemic BC Transit implemented a no-fare collection practice on March 20, 2020 for a period of 30 days. Staff are anticipating that BC Transit will extend the term of this practice.

These operational service adjustments are not yet included in the 2020-2021 final AOA and are expected to be included in an amended 2020-2021 AOA to be brought forward to a future Committee meeting.

Due to the redeployment of staff to support BC Transit's response to the COVID-19 Pandemic, BC Transit temporally suspended all initiatives associated with service expansion, strategic planning and technology-based service improvements.

Financial Implications

Revenue and Cost Summary

The table below summarizes the changes between the draft AOA as presented in January 2019 and the currently presented final 2020-2021 AOA for the Custom and Conventional Services.

Custom Service	2020-2021 Draft AOA Budget	2020-2021 final AOA Budget	Net Change	% Change
Total Revenue	11,000	12,350	1,350	12.27%
Total Operating Costs	415,821	328,171	(87,650)	-21.08%
Total Costs	467,230	365,322	(101,908)	-21.81%
SCRD Net Share of Costs	161,016	115,371	(45,645)	-28.35%

Conventional Service	2020-2021 Draft AOA Budget	2020-2021 final AOA Budget	Net Change	% Change
Total Revenue	815,314	825,865	10,551	1.29%
Total Operating Costs	3,360,705	3,309,180	(51,525)	-1.53%
Total Costs	3,862,101	3,842,300	(19,801)	-0.51%
SCRD Net Share of Costs	1,418,318	1,371,417	(46,901)	-3.31%

The figures above are based on the BC Transit fiscal year and are not reflective of actual SCRD budget values which incorporate pro-rated portions of both AOAs as well as non-shareable costs. Further information on each line item is detailed below.

Revenues

AOA revenues include fares and advertising and are applied against the local share of operating costs. 2020-2021 final AOA values show a slight increase as compared to the 2020-2021 draft based on updated projections from BC Transit based on actual 2019 ridership data.

BC Transit is currently in negotiations with the Province regarding compensation for local governments on the lost revenue. The recent reduction in service will also impact the revenue.

Operating Costs

The operating costs included in the 2020-2021 final AOA has decreased by approximately \$139,000. The actual operating costs for 2020 will differ significantly due to the current reduced schedule, the additional cleaning efforts, the health care worker transit service and any future operational service amendments.

Total Costs

Total costs are reflective of operating costs plus the local share of lease fees for buses, equipment, land and buildings.

SCRD Net Share of Costs

The SCRD net share of costs is the portion of shareable costs funded from taxation. It is calculated as the SCRD share of total shareable operating costs less fare and advertising revenue and any reserve fund adjustment if applicable.

The net share of costs in the 2020-2021 final AOA budget decreased by \$92,546 as compared to the draft AOA budget.

2020 Taxation Impact

Due to the difference in fiscal years between the SCRD budget and the BC Transit AOA budget, pro-rated values from both the 2019-2020 and 2020-2021 AOAs are used to calculate the budget values for the SCRD financial plan.

On a pro-rated basis, the net share of costs in the 2019-2020 and 2020-2021 final AOA budget decreased by \$73,817 as compared to the draft AOA budget. Under normal circumstances, this would likely result in a surplus at the end of 2020. Due to the combination of all the measures taken in response to the COVID-19 Pandemic it is currently not possible for staff to predict if there indeed could be a surplus for this function at year-end.

Timeline for next steps or estimated completion date

Staff recommend the 2020-2021 final AOA be approved and executed while acknowledging that it will have to be amended later this year once more clarity has been received on the degree to

which BC Transit is going to compensate for the financial implications of the measures taken in response to the COVID-19 Pandemic.

Staff will also provide a semi-annual variance report at a July Committee meeting.

STRATEGIC PLAN AND RELATED POLICIES

N/A

CONCLUSION

The revised (final) AOA figures would indicate potential for a small surplus based on the taxation approved in the 2020 SCRD Transit Budget [310]. Staff recommend that the BC Transit 2020-2021 AOA be approved, while acknowledging that it will have to be amended later this year once more clarity has been received on the degree to which BC Transit is going to compensate for the financial implications of the measures taken in response to the COVID-19 Pandemic.

Attachments:

Attachment A – Annual Operating Agreement April 1, 2020 to March 31, 2021

Reviewed by:			
Manager	X - James Walton	CFO/Finance	
GM		Legislative	
CAO	X – D. McKinley	Other	

SUNSHINE COAST

**ANNUAL OPERATING AGREEMENT
(CONVENTIONAL/CUSTOM)**

Between

SUNSHINE COAST REGIONAL DISTRICT

And

BRITISH COLUMBIA TRANSIT

April 1, 2020

INFORMATION CONTAINED IN SCHEDULE “C” – BUDGET AND SCHEDULE “D” – PAYMENT SCHEDULE IS SUBJECT TO FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT.

CONSULT WITH BC TRANSIT PRIOR TO RELEASING INFORMATION IN THESE SCHEDULES TO INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO THIS AGREEMENT.

TABLE OF CONTENTS
ANNUAL OPERATING AGREEMENT

	Page
<hr/>	
SECTION 1 – DEFINITION OF TERMS	2
SECTION 2 – INCORPORATION OF MASTER AGREEMENT.....	2
SECTION 3 – TERM AND RENEWAL.....	4
SECTION 4 – SCHEDULES	4
SECTION 5 – MISCELLANEOUS PROVISIONS	5
SECTION 6 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY	6
SECTION 7 – NOTICES AND COMMUNICATION.....	7
SCHEDULE "A" - TRANSIT SERVICE AREA BOUNDARIES	9
SCHEDULE "B" – SERVICE SPECIFICATIONS	2
Conventional Service Schedule	2
Custom Service Schedule	2
SCHEDULE "C" – BUDGET.....	2
SCHEDULE "D" – PAYMENT SCHEDULE.....	3
SCHEDULE "E" – TARIFF-FARES	4
SCHEDULE F: PRIVACY PROTECTION SCHEDULE	5

ANNUAL OPERATING AGREEMENT

BETWEEN: SUNSHINE COAST REGIONAL DISTRICT
(the “**Municipality**” and the “**Operating Company**”)

AND: BRITISH COLUMBIA TRANSIT
(the “**Authority**”)

WHEREAS the Municipality and the Authority are authorized to share in the costs of providing a Public Passenger Transportation System pursuant to the British Columbia Transit Act.

WHEREAS the Municipality is authorized to operate, manage and maintain a Public Passenger Transportation System within the Sunshine Coast Transit Service Area.

WHEREAS the parties hereto have entered into a Master Operating Agreement effective April 1, 2001, which sets out the general rights and responsibilities of the parties hereto.

AND WHEREAS the parties hereto wish to enter into an Annual Operating Agreement which sets out, together with the Master Agreement, the specific terms and conditions for the operation of the Public Passenger Transportation System for the upcoming term.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

SECTION 1 – DEFINITION OF TERMS

- 1.1 Definitions: Unless agreed otherwise in the Annual Operating Agreement, the definitions set out in the Master Agreement shall apply to this Annual Operating Agreement including:
- (a) “**Annual Operating Agreement**” shall mean this Annual Operating Agreement and any Annual Operating Agreement Amendment negotiated and entered into by the parties subsequent hereto;
 - (b) “**Master Agreement**” shall mean the Master Joint Operating Agreement, including any amendments made thereto;

SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 Incorporation of Master Agreement into Annual Operating Agreement: Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.
- 2.2 Amendments to Master Agreement: The parties agree to amend the Master Agreement as follows:
- (a) To remove Section 13 in its entirety and replace it with the following:

“SECTION 13 - INSURANCE

13.1 Insurance: The Operating Company and the Authority shall purchase and maintain in force throughout the term of this Master Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the Operating Company shall deposit with the Authority, copies of the insurance policies the Operating Company is required to purchase in accordance with this Master Agreement and the Annual Operating Agreement.

13.2 Minimum Insurance Coverage Requirements: The following insurance coverage shall be purchased and maintained throughout the term of this Master Agreement and the

Annual Operating Agreement:

1. Vehicle Insurance:
 - a) The Operating Company shall purchase and maintain insurance on all vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:
 - i) Third party liability insurance of Five Million Dollars (\$5,000,000.00) per occurrence purchased from the Insurance Corporation of British Columbia.
 - b) The Authority shall purchase and maintain insurance on all revenue vehicles used by the Operating Company in the operation of the Public Passenger Transportation System under this Master Agreement as follows:
 - i) Third Party Liability insurance in excess of Five Million Dollars (\$5,000,000.00) to a minimum limit of Twenty-Five Million Dollars (\$25,000,000.00).
2. Physical Assets Leased from the Authority :(where applicable)
 - a) The Authority shall purchase and maintain insurance on all Physical Assets leased from the Authority, pursuant to the terms of the individual lease agreements with the Operating Company and respecting said Physical Assets.
 - b) Without limiting the generality of the foregoing, such insurance shall be in the name of the Authority and shall include a waiver of subrogation against the Operating Company. The insurance shall be in accordance with the laws in force and in effect in the Province of British Columbia and Canada.
 - c) The amount of such insurance for the respective categories of Physical Assets shall be not less than as follows:
 - i) Buildings and Structures Including Leasehold Improvements. The Authority shall purchase and maintain insurance on all buildings and structures on a standard all risk form including boiler explosion, flood and earthquake where applicable, in an amount not less than the full replacement value thereof as determined by the Authority.
 - ii) Other Chattels and Equipment. The Operating Company shall purchase and maintain insurance on all chattels and equipment not otherwise insured under this Schedule against loss or damage from all risks, in an amount not less than the full replacement value thereof.
 - d) The Authority may, in its sole discretion, self-insure part or all of the insurance requirements hereunder.
3. Physical Assets Owned by the Operating Company or Leased from a Party other than the Authority
 - a) The Operating Company shall purchase and maintain insurance on all Physical Assets owned or leased by them from a party other than the Authority, to the same extent as specified in Section (2), above, except that contrary to Section (2) the Operating Company shall determine the full replacement value thereof.
4. Comprehensive General Liability Insurance:
 - a) The Authority shall take out and maintain comprehensive general liability insurance (CGL) covering the operation of the Public Passenger Transportation System specified in Schedule “B” of the Annual Operating Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance shall include the Operating Company and the Municipality as an additional insured party and further, the policy shall apply to each insured in the same manner and to the same extent as if a separate policy has been issued to each of the insured parties.
 - b) The Authority’s CGL does not extend to cover non-transit activities a company may be engaged in. If the Operating Company performs work outside of the terms of this Master Agreement and/or the Annual Operating Agreement, the Operating Company will require separate insurance coverage for that work which provides a waiver of subrogation in favour of BC Transit.
5. Additional Covenants:

a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Master Agreement by any person, or in any way, or for any purpose, contrary to the provisions of this Master Agreement or the provisions of the Insurance (Vehicle) Act or any other applicable legislation and related regulations. The Operating Company shall indemnify and save harmless the Authority from any breach of this covenant.

b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this Section 13.”

(b) To remove Section 10.1 in its entirety and replace it with the following:

“10.1 As outlined in Operations Notices 19_02 and 19_03 and Fleet Management RTS Connect requirements as established or amended by the Authority.”

(c) To remove Section 3.2 in its entirety and replace it with the following:

“3.2 Maintenance Payment: The Authority agrees to pay the Municipality upon approval of submitted work orders, and in accordance with the Budget contained in Schedule “C” of the Annual Operating Agreement, for all parts and labour for maintenance of the transit vehicles, and all insurance deductible payments upon presentation of suitable documentation. The amount paid for parts shall not exceed the amount paid by the Municipality and shall be net of GST.”

SECTION 3 – TERM AND RENEWAL

3.1 Term and Renewal: The term of this agreement shall be from April 1, 2020 to March 31, 2021 except as otherwise provided herein. It is acknowledged by the parties that in the event renewal of the Annual Operating Agreement has not been executed before the end of this term, this agreement shall remain in full effect for an additional 180 days or until either:

- a) renewal of the Annual Operating Agreement is executed; or,
- b) termination as per Section 15.1 of the Master Operating Agreement.

It is further acknowledged by the parties that in the event of termination or non-renewal of the Annual Operation Agreement, the Master Agreement shall likewise be terminated or not renewed, as the case may be.

SECTION 4 – SCHEDULES

4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.

- a) Schedule “A” – Transit Service Area
- b) Schedule “B” - Service Specifications
- c) Schedule “C” - Budget
- d) Schedule “D” – Payment Schedule
- e) Schedule “E” – Tariff-Fares
- f) Schedule “F” – Privacy Protection Schedule

SECTION 5 – MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- 5.4 Counterparts: This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.
- 5.5 Operating Reserve Fund: In accordance with OIC 594, in fiscal year 2015/16, BC Transit established a Reserve Fund to record, for each local government, the contributions that BC Transit has received but has not yet earned.
- a) BC Transit will invoice and collect on monthly Municipal invoices based on budgeted Eligible Expenses.
 - b) Any expenditure of monies from the Reserve Fund will only be credited towards Eligible Expenses for the location for which it was collected.
 - c) Eligible Expenses are comprised of the following costs of providing Public Passenger Transportation Systems:
 - i. *For Conventional Transit Service:*
 - 1. the operating costs incurred in providing Conventional Transit Service excluding interest and amortization;
 - 2. the amount of any operating lease costs incurred by BC Transit for Conventional Transit Services;
 - 3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
 - 4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
 - ii. *For Custom Transit Service:*
 - 1. the operating costs incurred in providing Custom Transit Service excluding interest and amortization, but including the amount paid by BC Transit to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
 - 2. the amount of any operating lease costs incurred by BC Transit for Custom Transit Service;
 - 3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and,
 - 4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
 - d) Eligible Expenses exclude the costs of providing third-party 100%-funded services; and,
 - e) BC Transit will provide an annual statement of account of the reserves received and utilized, including any interest earned for each local government.

(2) For Custom Transit Service:

- (a) the operating costs incurred in providing Custom Transit Service excluding interest and amortization, but including the amount paid by BC Transit to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
 - (b) the amount of any operating lease costs incurred by BC Transit for Custom Transit Service;
 - (c) the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
 - (d) an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement.
- f) BC Transit will provide an annual statement of account or the reserves received and utilized, including any interest earned for each local government.
- g) On any termination of this Agreement, any funds remaining in the Reserve Fund, including any interest accrued, will be used to defray the Eligible Expenses of providing Service Hours in the following Fiscal Year.

SECTION 6 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 6.1 This Agreement and the parties thereto are subject to the provisions of *Freedom of Information and Protection of Privacy Act*, RSBC 1996, c 165 (“FOIPPA”). Any information developed in the performance of the Agreement, or any personal information obtained, collected, stored pursuant to this Agreement, including database information, shall be deemed confidential and subject to the provisions of the FOIPPA including the handling, storage, access and security of such information. Confidential information shall not be disclosed to any third party except as expressly permitted by the Authority or pursuant to the requirements of the FOIPPA.
- 6.2 The Operating Company agrees it shall be solely responsible to ensure it complies with all of the requirements of FOIPPA and it shall exercise extra due care and diligence in the protection and the security of any and all personal information of customers or passengers. Notwithstanding the foregoing, the Operating Company agrees that, if requested by the Authority, it will follow the direction of the Authority, taking all direction and meeting all deadlines for provision of information and responses as required by the Authority in compliance with FOIPPA.
- 6.3 The Operating Company agrees that its duty to comply with FOIPPA, and the provisions of Section 6 of this Agreement shall survive termination of the Agreement, including its cancellation for any reason under any other section of the Agreement.
- 6.4 The parties further agree to the application and terms more particularly set out in Schedule F Privacy Protection Schedule which shall be in addition to the foregoing. In the event of a conflict between this Agreement and the Schedule this Agreement shall govern.

SECTION 7 – NOTICES AND COMMUNICATION

All notices, claims and communications required or permitted to be given hereunder shall be in writing and shall be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

SUNSHINE COAST REGIONAL DISTRICT

c/o Administrator
1975 Field Road
Sechelt, BC V0N 3A1

and to

BC Transit

c/o Chief Operating Officer
520 Gorge Road East
Victoria, BC V8W 2P3

and, if so mailed during regular mail service, shall be deemed to have been received five (5) days following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this _____ day of 20____.

THE CORPORATE SEAL OF **SUNSHINE
COAST REGIONAL DISTRICT** has been
hereto affixed in the presence of:

THE COMMON SEAL OF **BRITISH
COLUMBIA TRANSIT**
has been hereto affixed in the presence of:

Vice President Operations and Chief Operating
Officer

Manager, Contracted Operations

SCHEDULE "A" - TRANSIT SERVICE AREA BOUNDARIES

The boundaries of the Municipal Transit Service Area shall be defined as follows:

The boundaries of the Sunshine Coast Transit Service Area shall be the corporate boundaries of the Sunshine Coast Regional District excluding Electoral Area "A".

SCHEDULE “B” – SERVICE SPECIFICATIONS

Conventional Service Schedule

Sunshine Coast Base Budget Official AOA 2020/2021

Schedule 'B'

Effective Apr 01, 2020

Scheduled Revenue Service

20/21 Full Year (Apr 01, 2020 to Mar 31, 2021)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 10, 2020	Apr 13, 2020	May 18, 2020	Jul 01, 2020	Aug 03, 2020	Sep 07, 2020	Oct 12, 2020	Nov 11, 2020	Dec 25, 2020	Dec 26, 2020	Jan 01, 2021	Feb 15, 2021
Hrs/Day	98.85	98.85	98.85	98.85	100.32	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40	57.40
Kms/Day	3,367.81	3,367.81	3,367.81	3,367.81	3,417.90	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61	1,955.61

Extra Revenue Service

	Apr, 2020	May, 2020	Jun, 2020	Jul, 2020	Aug, 2020	Sep, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021	Feb, 2021	Mar, 2021
Extra Overload Hours	27.25	27.25	27.25	27.25	27.25	27.25	27.25	27.25	27.25	27.25	27.25	27.25
Extra Overload Kilometres	945.44	945.44	945.44	945.44	945.44	945.44	945.44	945.44	945.44	945.44	945.44	945.44

Adjusted Revenue Service

	Apr, 2020	May, 2020	Jun, 2020	Jul, 2020	Aug, 2020	Sep, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021	Feb, 2021	Mar, 2021

2020/2021 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2020 to Apr 30, 2020	3	4	5	5	3	4	4	2	30	Apr 10, 2020 Good Friday 2020 (Fri)
May 01, 2020 to May 31, 2020	3	4	4	4	5	5	5	1	31	Apr 13, 2020 Easter Monday 2020 (Mon)
Jun 01, 2020 to Jun 30, 2020	5	5	4	4	4	4	4	0	30	May 18, 2020 Victoria Day 2020 (Mon)
Jul 01, 2020 to Jul 31, 2020	4	4	4	4	5	5	4	1	31	Jul 01, 2020 Canada Day 2020 (Wed)
Aug 01, 2020 to Aug 31, 2020	4	4	4	4	4	5	5	1	31	Aug 03, 2020 BC Day 2020 (Mon)
Sep 01, 2020 to Sep 30, 2020	3	5	5	4	4	4	4	1	30	Sep 07, 2020 Labour Day 2020 (Mon)
Oct 01, 2020 to Oct 31, 2020	3	4	4	5	5	5	4	1	31	Oct 12, 2020 Thanksgiving Day 2020 (Mon)
Nov 01, 2020 to Nov 30, 2020	5	4	3	4	4	4	5	1	30	Nov 11, 2020 Remembrance Day 2020 (Wed)
Dec 01, 2020 to Dec 31, 2020	4	5	5	5	3	3	4	2	31	Dec 25, 2020 Christmas Day 2020 (Fri)
Jan 01, 2021 to Jan 31, 2021	4	4	4	4	4	5	5	1	31	Dec 26, 2020 Boxing Day 2020 (Sat)
Feb 01, 2021 to Feb 28, 2021	3	4	4	4	4	4	4	1	28	Jan 01, 2021 New Years Day 2021 (Fri)
Mar 01, 2021 to Mar 31, 2021	5	5	5	4	4	4	4	0	31	Feb 15, 2021 Family Day 2021 (Mon)
Total	46	52	51	52	49	51	52	12	365	12 Exceptions

Monthly Summary

Month	Conventional Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2020	2,555.41	27.25		2,582.66	87,062.57	945.44		88,008.01
May, 2020	2,615.75	27.25		2,643.00	89,118.36	945.44		90,063.80
June, 2020	2,639.78	27.25		2,667.03	89,937.06	945.44		90,882.50
July, 2020	2,698.65	27.25		2,725.90	91,942.76	945.44		92,888.20
August, 2020	2,614.28	27.25		2,641.53	89,068.27	945.44		90,013.71
September, 2020	2,598.33	27.25		2,625.58	88,524.86	945.44		89,470.30
October, 2020	2,657.20	27.25		2,684.45	90,530.56	945.44		91,476.00
November, 2020	2,556.88	27.25		2,584.13	87,112.66	945.44		88,058.10
December, 2020	2,695.71	27.25		2,722.96	91,842.58	945.44		92,788.02
January, 2021	2,614.28	27.25		2,641.53	89,068.27	945.44		90,013.71
February, 2021	2,400.63	27.25		2,427.88	81,789.24	945.44		82,734.68
March, 2021	2,738.63	27.25		2,765.88	93,304.87	945.44		94,250.31
Total	31,385.53	327.00	0.00	31,712.53	1,069,302.06	11,345.28	0.00	1,080,647.34

Custom Service Schedule

Sunshine Coast Custom Base Budget Official AOA 2020/2021

Schedule 'B'

Effective Apr 01, 2020

Scheduled Revenue Service

20/21 Full Year (Apr 01, 2020 to Mar 31, 2021)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	11.25	13.25	13.25	13.50	14.50	5.00		
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Extra Revenue Service

	Apr, 2020	May, 2020	Jun, 2020	Jul, 2020	Aug, 2020	Sep, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021	Feb, 2021	Mar, 2021
Extra Overload Hours	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00

Adjusted Revenue Service

	Apr, 2020	May, 2020	Jun, 2020	Jul, 2020	Aug, 2020	Sep, 2020	Oct, 2020	Nov, 2020	Dec, 2020	Jan, 2021	Feb, 2021	Mar, 2021

2020/2021 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2020 to Apr 30, 2020	3	4	5	5	3	4	4	2	30	Apr 10, 2020 Good Friday 2020 (Fri)
May 01, 2020 to May 31, 2020	3	4	4	4	5	5	5	1	31	Apr 13, 2020 Easter Monday 2020 (Mon)
Jun 01, 2020 to Jun 30, 2020	5	5	4	4	4	4	4	0	30	May 18, 2020 Victoria Day 2020 (Mon)
Jul 01, 2020 to Jul 31, 2020	4	4	4	5	5	4	4	1	31	Jul 01, 2020 Canada Day 2020 (Wed)
Aug 01, 2020 to Aug 31, 2020	4	4	4	4	4	5	5	1	31	Aug 03, 2020 BC Day 2020 (Mon)
Sep 01, 2020 to Sep 30, 2020	3	5	5	4	4	4	4	1	30	Sep 07, 2020 Labour Day 2020 (Mon)
Oct 01, 2020 to Oct 31, 2020	3	4	4	5	5	5	4	1	31	Oct 12, 2020 Thanksgiving Day 2020 (Mon)
Nov 01, 2020 to Nov 30, 2020	5	4	3	4	4	4	5	1	30	Nov 11, 2020 Remembrance Day 2020 (We)
Dec 01, 2020 to Dec 31, 2020	4	5	5	5	3	3	4	2	31	Dec 25, 2020 Christmas Day 2020 (Fri)
Jan 01, 2021 to Jan 31, 2021	4	4	4	4	4	5	5	1	31	Dec 26, 2020 Boxing Day 2020 (Sat)
Feb 01, 2021 to Feb 28, 2021	3	4	4	4	4	4	4	1	28	Jan 01, 2021 New Years Day 2021 (Fri)
Mar 01, 2021 to Mar 31, 2021	5	5	5	4	4	4	4	0	31	Feb 15, 2021 Family Day 2021 (Mon)
Total	46	52	51	52	49	51	52	12	365	12 Exceptions

Monthly Summary

Month	Custom Transit						
	Revenue Hours				Revenue Kilometers		
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted
April, 2020	284.00	5.00		289.00	0.00		
May, 2020	291.25	5.00		296.25	0.00		
June, 2020	307.50	5.00		312.50	0.00		
July, 2020	311.00	5.00		316.00	0.00		
August, 2020	288.00	5.00		293.00	0.00		
September, 2020	298.25	5.00		303.25	0.00		
October, 2020	304.75	5.00		309.75	0.00		
November, 2020	281.00	5.00		286.00	0.00		
December, 2020	303.50	5.00		308.50	0.00		
January, 2021	288.00	5.00		293.00	0.00		
February, 2021	271.75	5.00		276.75	0.00		
March, 2021	320.75	5.00		325.75	0.00		
Total	3,549.75	60.00	0.00	3,609.75	0.00	0.00	0.00

SCHEDULE “C” – BUDGET**SUNSHINE COAST CONVENTIONAL**

	OFFICIAL AOA 2020/21
TOTAL REVENUE	\$825,865
TOTAL OPERATING COSTS	\$3,309,180
TOTAL COSTS (including Local Government Share of Lease Fees)	\$3,842,300
NET LOCAL GOVERNMENT SHARE OF COSTS	\$1,371,417

SUNSHINE COAST CUSTOM PARA

	OFFICIAL AOA 2020/21
TOTAL REVENUE	\$12,350
TOTAL OPERATING COSTS	\$328,171
TOTAL COSTS (including Local Government Share of Lease Fees)	\$365,322
NET LOCAL GOVERNMENT SHARE OF COSTS	\$115,371

SCHEDULE “D” – PAYMENT SCHEDULE**2020/21 Payment Schedule****Sunshine Coast Conventional Transit and Sunshine Coast Custom**

The Authority agrees to pay the Operating Company a monthly payment, except for d) below, the amount of which is determined on the following basis:

1) Payment Schedule

- a) For Specified Service in Schedule "B":
 - i) \$37,215.90 for Fixed Monthly Payment for conventional transit service; plus
 - ii) \$6,911.72 for Fixed Monthly Payment for custom transit service; plus
 - iii) \$49.21 per Revenue Hour for conventional service; plus
 - iv) \$39.16 per Revenue Hour for custom service; plus
 - v) Variable distance costs for fuel and tires as billed, with satisfactory supporting documentation.
- b) For deleted Fixed Costs as contained in Appendix 3 of this schedule, an amount equal to 1/365 of the Fixed Costs annual amount shall be deducted for each day or part day.
- c) For Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":
 - i) \$49.21 per Revenue Hour for conventional service; plus
 - ii) \$39.16 per Revenue Hour for custom service; plus
 - iii) Variable distance costs for fuel and tires as billed, with satisfactory supporting documentation.
- d) For Maintenance, the Authority agrees to pay the Operating Company upon processing an approved work order as follows:
 - i) \$55.84 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
- e) Not applicable.
- f) Prior to conducting a Special Group Trip, the Operating Company must apply for and receive from BC Transit, a pre-approval to conduct the trip, the cost recovery rates to be charged and the method of payment.

**INFORMATION CONTAINED IN THIS AGREEMENT IS SUBJECT TO THE
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT.
CONSULT WITH THE AUTHORITY PRIOR TO RELEASING INFORMATION TO
INDIVIDUALS OR COMPANIES OTHER THAN THOSE WHO ARE PARTY TO
THIS AGREEMENT.**

SCHEDULE “E” – TARIFF-FARES*Effective as of May 1, 2016***Fares:****Conventional Transit Service:***Effective May 1, 2016**Effective July 1, 2020*

- | | | |
|----------------------------------------------------------------------------------------------------------------------------------|---------|----------------------|
| a) Single Cash Fares | | |
| i) All Fares | \$2.00 | \$2.00 |
| ii) Child, 4 or under | Free | Free |
| iii) Accessible Transit Attendant, | Free | Free |
| b) Monthly Pass | | |
| i) Adult | \$60.00 | \$60.00 |
| ii) Senior | \$42.00 | \$30.00 |
| iii) Student | \$42.00 | \$30.00 |
| iv) Child, 4 or under | Free | Free |
| c) Tickets 10, \$2.00 tickets for | \$18.00 | \$18.00 |
| d) Day Pass: | | |
| i) All Fares | \$5.00 | \$4.00 on-board only |
| e) CNIB Identification Card available from the local office of the CNIB. | | |
| f) BC Bus Pass valid for the current calendar year and available through the Government of British Columbia BC Bus Pass Program. | | |
| g) BC Transit Employee Bus Pass | | |

Custom Transit Service*Effective as of May 1, 2016*

- | | |
|----------------------------------|---------|
| a) Registered User | \$2.00 |
| b) Companion | \$2.00 |
| c) Attendant required for travel | Free |
| d) Sheet of 10 tickets | \$18.00 |

SCHEDULE F: PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Operating Company as a result of the Agreement or any previous agreement between the Province and the Operating Company dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Operating Company is aware of, and complies with, the Operating Company’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company may only collect or create personal information that is necessary for the performance of the Operating Company’s obligations, or the exercise of the Operating Company’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company must tell an individual from whom the Operating Company collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Operating Company’s collection of personal information.

Privacy Training

6. The Operating Company must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Operating Company's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Operating Company must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Operating Company or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Operating Company receives a request for access to personal information from a person, other than the Province, the Operating Company must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Operating Company to provide such access. If the Province has advised the Operating Company of the name, or title, and contact information of an official of the Province to whom such requests are to be made, the Operating Company must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Operating Company must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Operating Company of the date the correction request to which the direction relates was received by the Province in order that the Operating Company may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Operating Company must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Operating Company disclosed the information being corrected or annotated.
13. If the Operating Company receives a request for correction of personal information from a person other than the Province, the Operating Company must promptly advise the person to make the request to the Province and, if the Province has advised the Operating Company of the name or title and contact information of an official of the Province to whom such requests are to be made, the Operating Company must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Operating Company must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Operating Company must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Operating Company must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Operating Company may only use personal information if that use is for the performance of the Operating Company's obligations, or the exercise of the Operating Company's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Operating Company may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Operating Company's obligations, or the exercise of the Operating Company's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Operating Company must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Operating Company may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Operating Company, the Operating Company:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Operating Company knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Operating Company must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Operating Company may have to provide the notification contemplated by section 30.5 of the Act, if the Operating Company knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Operating Company, the Operating Company must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Operating Company, enter on the Operating Company's premises to inspect any personal information in the possession of the Operating Company or any of the Operating Company's information management policies or practices relevant to the Operating

Company's management of personal information or the Operating Company's compliance with this Schedule and the Operating Company must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Operating Company must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Operating Company as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Operating Company acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Operating Company does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Operating Company must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Operating Company, terminate the Agreement by giving written notice of such termination to the Operating Company, upon any failure of the Operating Company to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Operating Company" in this Schedule includes any subOperating Company or agent retained by the Operating Company to perform obligations under the Agreement and the Operating Company must ensure that any such subOperating Companies and agents comply with this Schedule.
29. The obligations of the Operating Company in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Operating Company must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Operating Company to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

SUNSHINE COAST REGIONAL DISTRICT STAFF REPORT

TO: Infrastructure Services Committee – April 16, 2020**AUTHOR:** Remko Rosenboom, General Manager, Infrastructure Services**SUBJECT:** INFRASTRUCTURE SERVICES DEPARTMENT – 2020 Q1 REPORT

RECOMMENDATION(S)**THAT the report titled Infrastructure Services Department – 2020 Q1 Report be received.**

BACKGROUND

The purpose of this report is to provide an update on activities in the Infrastructures Services Department for the First Quarter (Q1) of 2020: January 1 – March 31.

The report provides information from the following divisions: Water, Wastewater, Transit and Fleet, Solid Waste Programs and Solid Waste Landfill Operations.

Utilities Services Division [365, 366, 370]

The Utilities Division serves three water service areas, the North Pender Water Service Area [365], the South Pender Water Service Area [366], and the Regional Water Service Area [370]. The Regional Water Service Area includes the Chapman water system as well as the smaller systems of Egmont, Cove Cay, Granthams, Soames Point, Langdale, and Eastbourne. The Utilities Division is also responsible for 18 wastewater facilities in Areas A, B, D, E, and F.

The SCRD water systems supply potable water to approximately 23,000 residents between Egmont and Langdale. This includes operations and maintenance of the Langdale, Soames Point, Granthams Landing, Eastbourne (Keats Island), Chapman/Gray Creek including the Chapman Creek Water Treatment Plant, the South Pender Harbour Water Treatment Plant, Cove Cay, Egmont and the North Pender Harbour Water Systems. In addition to water for drinking, these water systems supply potable water used for fire protection, recreation (pools and ice rinks), industrial use and irrigation.

Combined, the SCRD Water Systems consist of over 407 km of water mains, 16 storage reservoirs, 15 pump stations, 29 pressure reducing valve stations, 1,407 fire hydrants, 10 chlorination stations and approximately 11,354 water connections.

The quarterly report includes information about larger capital works and projects, and noteworthy program developments, as well as, monthly water treatment volumes from the Chapman Creek Water Treatment Plant and the South Pender Water Treatment Plant, and a summary of work orders.

PROJECTS - CAPITAL WORKS

Watermain Replacement Program

- Mark Way / Chris Way Water Main Replacement
 - The design drawings are 95 percent complete for the replacement of 50 mm PVC water main and is required due to emergency repairs. The construction methods and schedule for this project is currently under review due to the impacts of the COVID-19 Pandemic.
- Reed Road/Payne Road Crossing Water Main Replacement
 - The design drawings are 95 percent complete for the replacement of the undersized 8 inch AC water main with a new 12 inch replacement main. The replacement main is in the vicinity of the Reed Road pump station and this portion of main replacement is different from the dedicated Reed Road 12 inch transmission pipeline that will be installed as part of the Church Road well project. The construction methods and schedule for this project is currently under review due to the impacts of the COVID-19 Pandemic.
- Eastbourne Water main Burying
 - The design drawings are 95 percent complete for the replacement and burying of the above-ground 2 inch PVC pipeline on Keats Island. The construction methods and schedule for this project is currently under review due to the impacts of the COVID-19 Pandemic.
- Exposed Water main Rehabilitation
 - Staff will initiate the tendering process in Q2 2020 for project completion in Q3.

Water Projects

- Groundwater Investigation– Phase 4 A Church Road well field
 - This Phase 4 A contract has been awarded on March 26, 2020 and will result in completion of the final design, procurement of all the required permits and issuance of formal tender documents in Q3 2020. Construction on the well field is estimated to begin in Q4 2020 followed by completion of construction estimated for summer 2021. Award of the construction tender is contingent upon receipt of electoral approval for a long term loan, the required water license from the Province, along with the BC Hydro and other related permits.
- Groundwater Investigation Phase 3 – Gray Creek
 - The draft RFP was submitted to purchasing on March 20, 2020 and is nearing final review and public issuance. Consultant selection will occur in Q2 2020 followed by the test drilling of the test well for water quantity and quality and a summary technical report in Q3 2020.
- Groundwater Investigation Phase 2 – Part 2
 - The draft RFP was submitted to purchasing on March 20, 2020 and is nearing final review and public issuance. Consultant selection will occur in Q2 2020 followed by test drilling at four test wells for water quantity and quality and a technical report summarizing the results of the testing will be

presented in Q3 2020. The four test well locations are at the following areas within the Peninsula: Langdale, Harmon Road, west Elphinstone and East Porpoise Bay areas.

- Raw Water Reservoir(s) – Feasibility Study Phase 4
 - This contract for the feasibility Study Phase 4 was awarded on April 9, 2020, will include the geotechnical investigation of the preferred Site B location to further investigate and define the soil types and depths at this location. This information will be used to update the assessment of the feasibility of the development of a reservoir at this site as well as the design and cost estimate.
- Chapman, Edwards, McNeil Lake Dam Safety Audit
 - The tendering processes for these audits will be initiated early Q2 2020.
- Chapman Water Treatment Plant Chlorination Project
 - The contract for engineering services of an On-Site Generation (OSG) system was awarded to Associated Engineering Ltd. in November 2019. The technical assessment is underway and consultant technical assessment of the available OSGS had been provided to the District for review and consideration. The preparation of final design documents will be completed in Q2 2020 followed by tendering in Q3 2020 followed by construction in Q1/Q2 2021 and commissioning by the end of Q2 2021.
- Chapman Creek Water Treatment Plant UV Upgrade
 - The Chapman Creek WTP utilizes Ultraviolet (UV) radiation as one of the many treatment processes at the facility. UV treatment is a key component of the disinfection system at Chapman Creek WTP. The current UV system is over 14 years old and has reached the end of its operational life and is in need of replacement. The new UV system will be designed for redundancy while the current UV system only employs a single UV module and regulatory requirements is to have multiple UV systems to allow for redundancy in case of failure of a single unit. Planning for this project will begin in Q2 2020.
- Chapman Creek Water Treatment Plant Residual Disposal and Planning
 - The Chapman Creek Water Treatment Plant produces residuals from the water treatment process. The residual storage ponds are at capacity. The residuals need to be removed and disposed of. This project will include a contract for a proponent to dispose of existing treatment plant residual solids and an engineered feasibility study and long term management plan for ongoing residual management. The RFP for residual removal will be issued in early April and the RFP for the engineered feasibility study will be issued in Q2.
- Chapman Creek Water Treatment Plant Hot Water Upgrade
 - The current gas water boilers are oversized and inefficient. Right sizing these tanks will enable cost savings on future gas usage. Replacement of aged infrastructure to reduce breakdowns and service interruption is best practice for asset management. This project will be coordinated with the onsite hypo generation project to encourage cost savings and efficiencies.

- Chapman and South Pender Water Treatment Plant Water Quality Monitoring Upgrades
 - 2019 budget included monitoring equipment in need of replacement. The bench top lab equipment has been received and installed. The inline instrumentation has been received, programming is underway and the instruments will be installed in Q2 2020.
- Garden Bay UV Reactor Purchase
 - 2019 budget included the purchase of a second UV reactor for the Garden Bay pump station to provide redundancy as there is currently only one unit. The reactor has been received, internal building modifications are underway and the UV will be installed in Q2 2020.
- Langdale Well Upgrade
 - The upgrades will consist of the well redevelopment, internal pump station mechanical, pumping, motor control and telemetry upgrades, and site civil improvements. Construction will be tendered in Q2 2020 followed by award and construction completion, which is anticipated for late Q4 2020. Plans and specifications were predominately developed by in house staff.
- Chaster Well Surface Seal
 - The draft design documents are under review. Final design specifications and drawings will be completed by in house staff in Q2 2020, followed by tendering in Q3 2020 and construction in Q4 2020.
- Cove Cay Pump Station Rebuild
 - The Cove Cay pump station is in need of upgrades such as a new roof, siding and interior work. All existing pump station interior infrastructure requires upgrading including pump, motors, controls and fittings. A new intake line should also be considered as part of this upgrade as the current line is shallow and made of inferior piping. Road access to this pump station is challenging to drive on and a hard surface such as concrete or asphalt is proposed. Planning for this project will begin in Q2 2020.
- Cemetery Reservoir Fencing and Road Access
 - The installation of fencing and locked gates has become a normal process in new construction. The Cemetery reservoir was constructed a number of years ago and does not have a fence which, if installed, will improve security. The road access to the reservoir needs to be improved as in recent years it has been impacted by flooding and erosion of the road surface. This project will take place in Q3.

- Review Bulk Water Agreement Town of Gibsons
 - The discussions to update the agreement were scheduled to be restarted in March and have been delayed due to the priority given to the COVID-19 Pandemic response.

Wastewater Projects

- Woodcreek Wastewater Plant
 - The contract for the engineering and design services for the replacement sand-filter septic system was awarded to MSR Solutions in Q1 2020. The results of the engineering and design services will be completed in Q3 2020. This will identify the best replacement sewage treatment system, along with an accurate and updated construction cost estimate for the replacement treatment system. A 2021 budget proposal for the construction phase will follow at the end of Q3, 2020.
- Curran Road Outfall Maintenance
 - The Curran Road Outfall ballast is failing and needs replacement. A RFP is currently issued and tenders will be reviewed and an award is pending for early April. The work of ballast replacement is proposed to be completed by this fall.

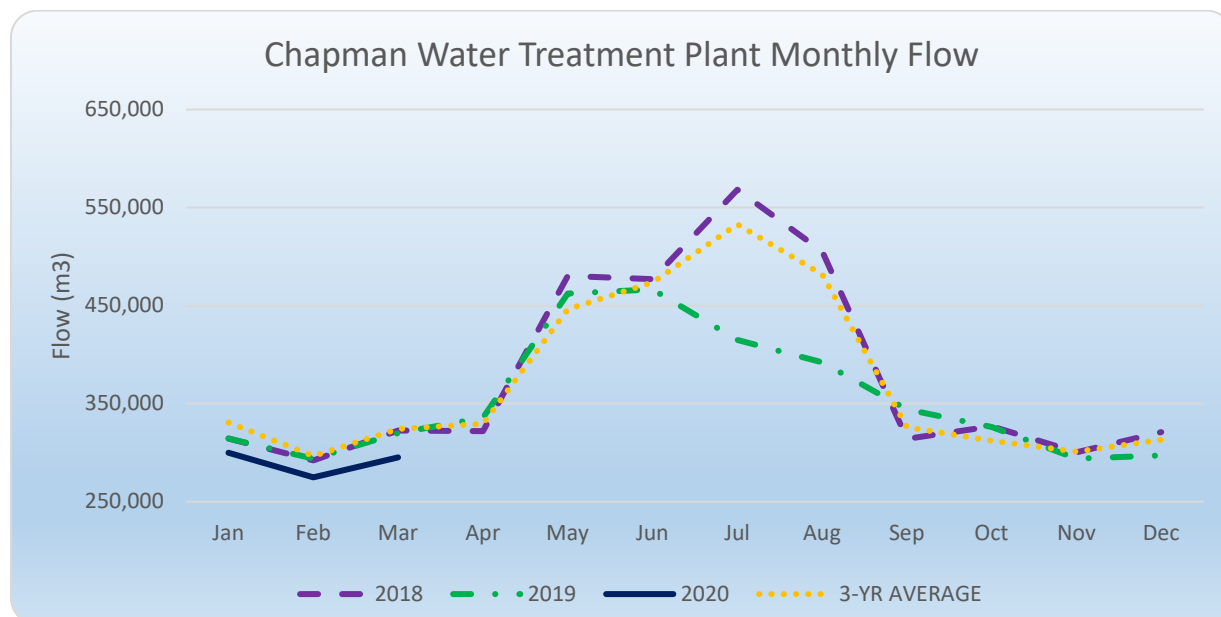
Public Participation

- Water conservation Initiatives
 - The Rainwater harvesting program intake for 2020 was launched on March 16, 2020 and thus far approximately 40% of the available funding is allocated and applications are continuing to be received.
- Water Supply Advisory Committee
 - The application process for this committee will be launched late April 2020

OPERATIONS - WATER DISTRIBUTION SYSTEM

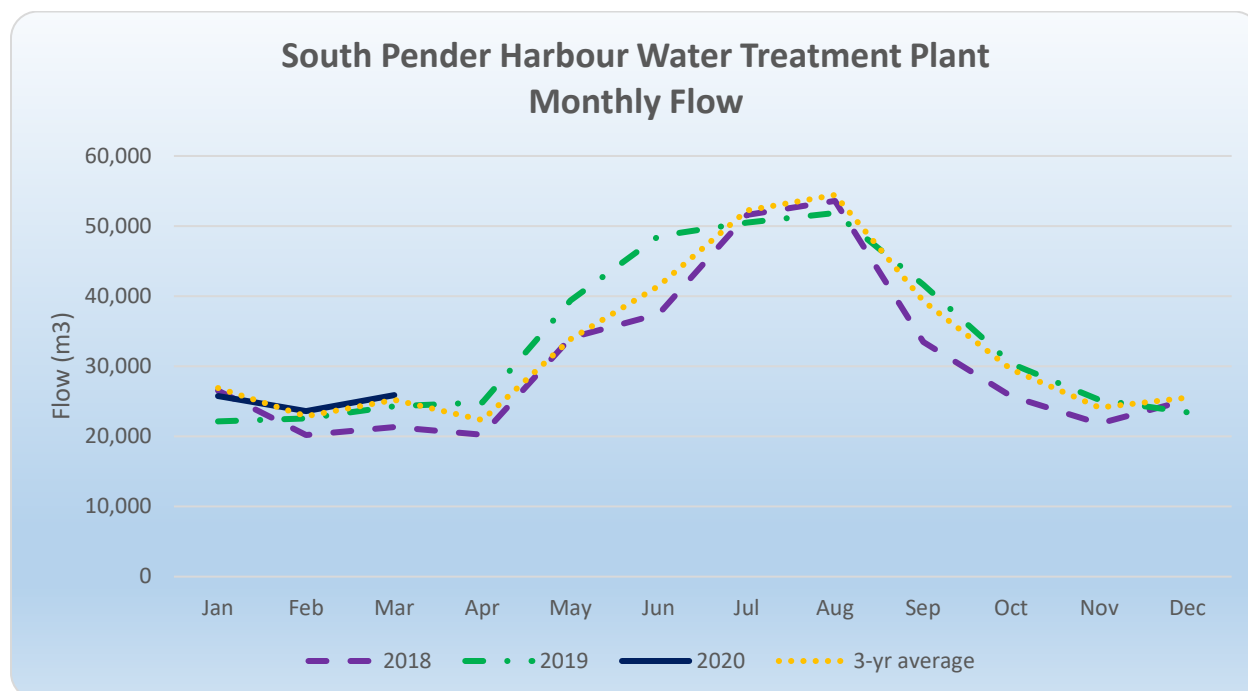
CHAPMAN WATER TREATMENT PLANT

In the Q1 2020, the Chapman Creek Water Treatment Plant produced and supplied 870,080 m³ of potable water to residents, a 9% decrease over the three year average.



SOUTH PENDER WATER TREATMENT PLANT

In the Q1 2020, the South Pender Water Treatment Plant produced and supplied 75,2599 m³ of potable water to approximately 2,300 full and part-time residents of Madeira Park, Francis Peninsula and the surrounding area. This is an 8.3% increase over the three year average.



Transit and Fleet Maintenance [310, 312]

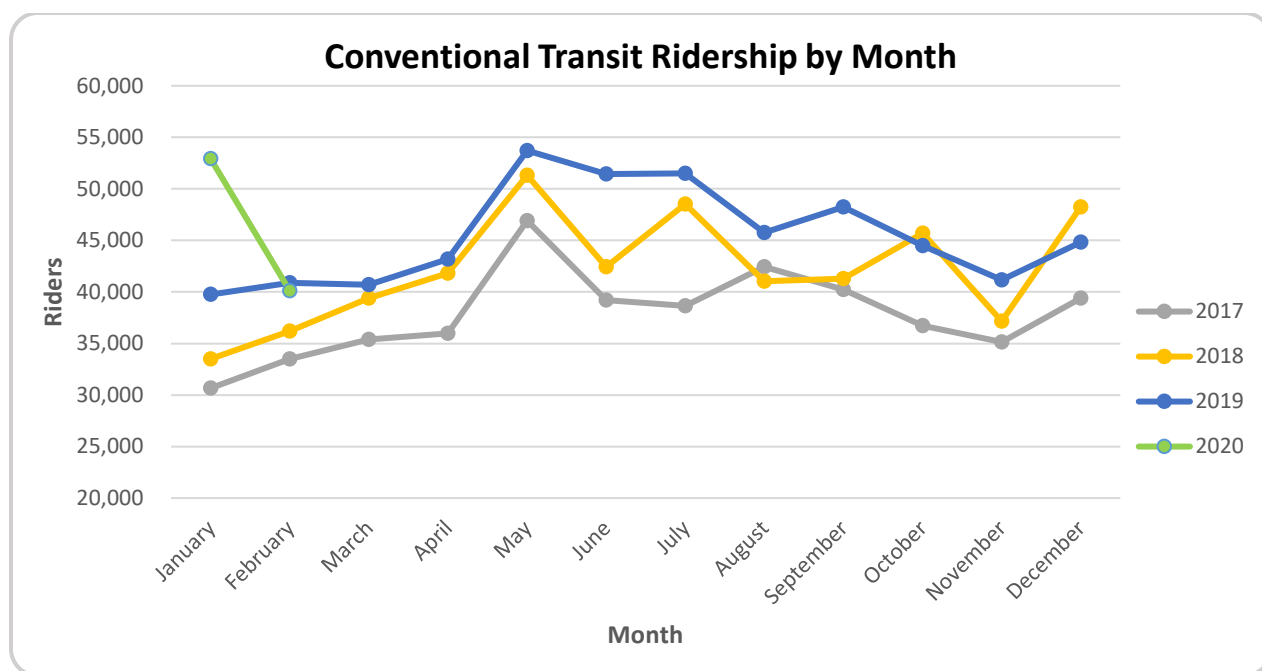
In contrast to most BC Transit systems, the SCRD functions as both the Local Government partner and the service contractor in relationship with BC Transit. This provides a clearer picture of costs than would otherwise be the case.

PROJECTS

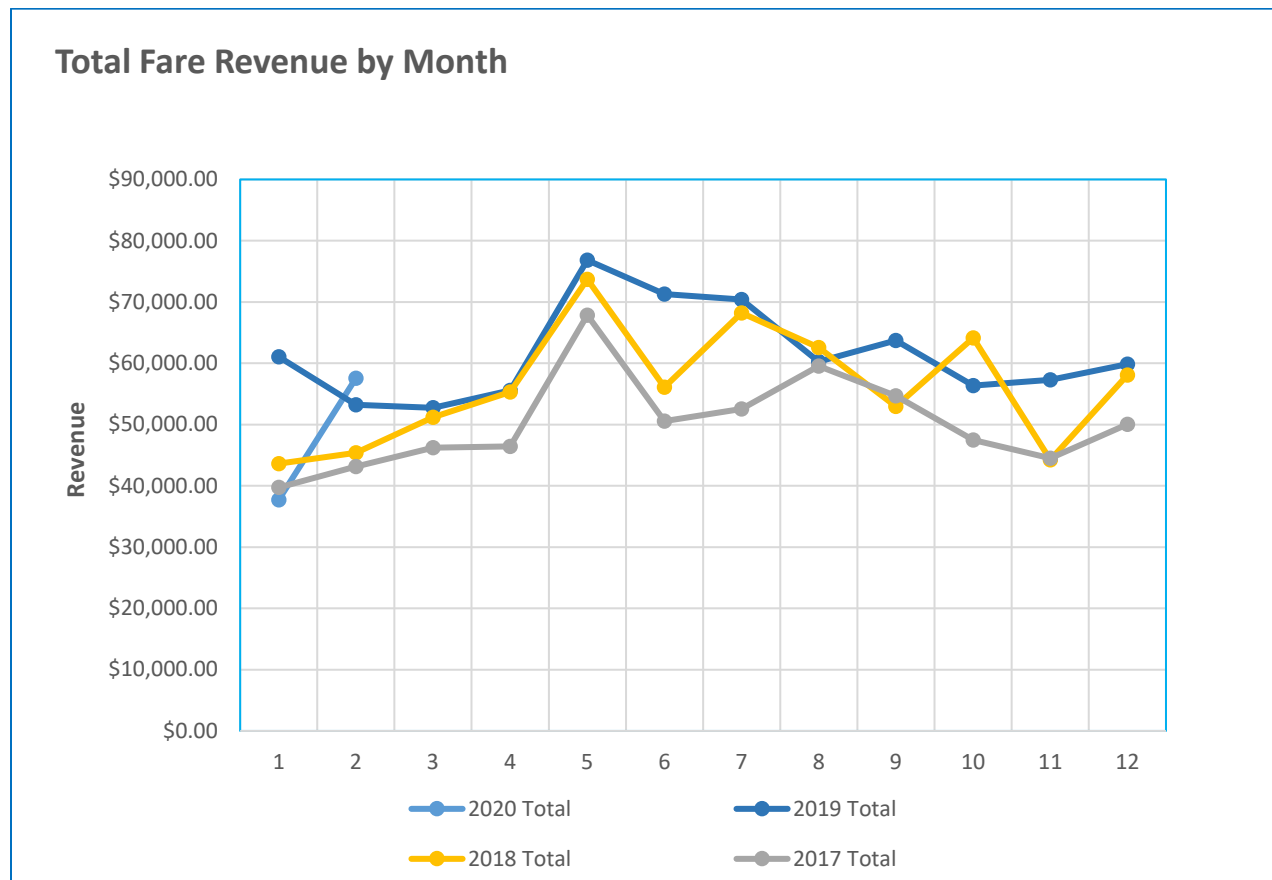
Transit

Transit ticket sales have shown a slight increase throughout the winter months with a marginal increase from winter of 2019. However, there was a drop in ridership in January due to inclement weather. Monthly pass sales continue to increase indicating transit riders' commitment to using transit. Conventional transit ridership has risen with winter 2020 outperforming winter 2019 numbers.

The implementation of additional recovery time and scheduling have contributed to an improvement in on-time performance results.



*Includes all data received from BC Transit to date



The Manager of Transit and Fleet is working on implementing the new fare structure set for July 1, 2020 and will lead the review of the Custom transit service and the development of a bus shelter program.

Fleet

The replacement of the entire motor of eight Nova buses has started, taking several weeks per bus to complete. To date three replacements have been completed with another five buses scheduled for over the next few months.

All SCRD and Pender Harbour fire department trucks were received and serviced.

Solid Waste [350, 351, 352, 355]

The Solid Waste Division provides solid waste management for the Sunshine Coast. In British Columbia, Regional Districts are mandated by the Provincial *Environmental Management Act* to develop Solid Waste Management Plans. The SCRD's Solid Waste Management Plan 2011(SWMP) guides how the SCRD manages its solid waste including waste diversion programs, services and disposal activities.

The division oversees the operation and maintenance of the Sechelt Landfill and the Pender Harbour Transfer Station. The division also maintains the contracts for curbside garbage collection services for Electoral Areas B, D, E and F, three recycling depots and green waste recycling program.

The SCRD adopted the Regional Organics Diversion Strategy in January 2018. The goal of the Strategy is to develop a financially sustainable roadmap that will lead to a robust, region-wide organics diversion program.

The quarterly report provides an update on current projects, diversion programs, services and monthly statistics.

SOLID WASTE PROGRAMS

Love Food Hate Waste 2020 Provincial Campaign

Staff attended a Provincial Partnership conference call on March 9, 2020. Updates included a new campaign theme of “Rediscover the Value of Food”. New social media and digital assets will be provided for the Spring and Fall campaign launches. Staff will integrate these new assets as they are made available.

Metro Vancouver Municipal Waste Reduction Coordinator Committee (MVMWRCC)

On March 4, 2020 staff attended a MVMWRCC meeting via conference call. The Committee was updated on the following Metro Vancouver initiatives:

- Addition of Return-It Express depots
- Pilot project for coffee cup recycling with Encorp and Tim Hortons
- Pilot project with Food Mesh on food recovery
- Clothing Waste Reduction Campaign (Think Thrice)
- Single Use Items Campaign
- Progress on the update to Metro Vancouver’s Solid Waste Management Plan.

The Committee also participated in a call with the Recycling Council of British Columbia (RCBC) regarding an update to their Recyclopedia App to improve accuracy.

British Columbia Product Stewardship Council (BCPSC)

Staff attended a BCPSC (Council) meeting on January 21, 2020 via conference call. An update from the Ministry of Environment and Climate Change Strategy was provided regarding upcoming extended producer responsibility (EPR) program approvals and the Call2Recycle plan renewal that was open for feedback. An update was also provided to the Council from Metro Vancouver on the work being doing with RCBC, similar to the update provided at MVMWRCC, with updating the RCBC BC Recycles sorting app to improve accuracy and allow for possible integration with other recycling apps. Meetings were also scheduled for the rest of the year.

Staff participated in a conference call on February 14, 2020 regarding changes to Recycle BC depots in Parksville and Qualicum Beach. Staff were updated by Council members from the Regional District of Nanaimo that their two private depots that had been collecting Recycle BC residential PPP were no longer going to accept residential PPP. There have been no new locations to act as depots found since receiving notice of the closures. Discussion moved on to include an interest in the Council advocating to the Province to improve regulations related to community access to all extended producer responsibility programs.

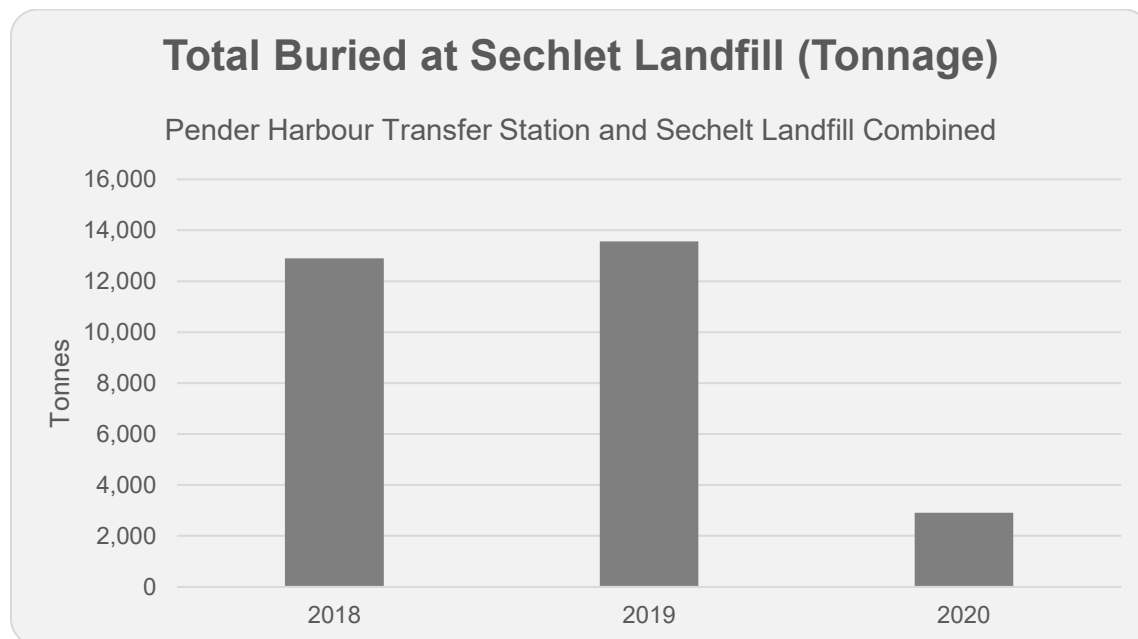
Bear Smart Community Meeting

Staff attended a meeting on March 11, 2020 on Bear Smart Communities. BC Conservation Officer Service and Wild Safe BC presented on the requirements to receive the Bear Smart Community designation. Other meeting attendees included staff from the Town of Gibsons, District of Sechelt and members of the Sunshine Coast Bear Alliance.

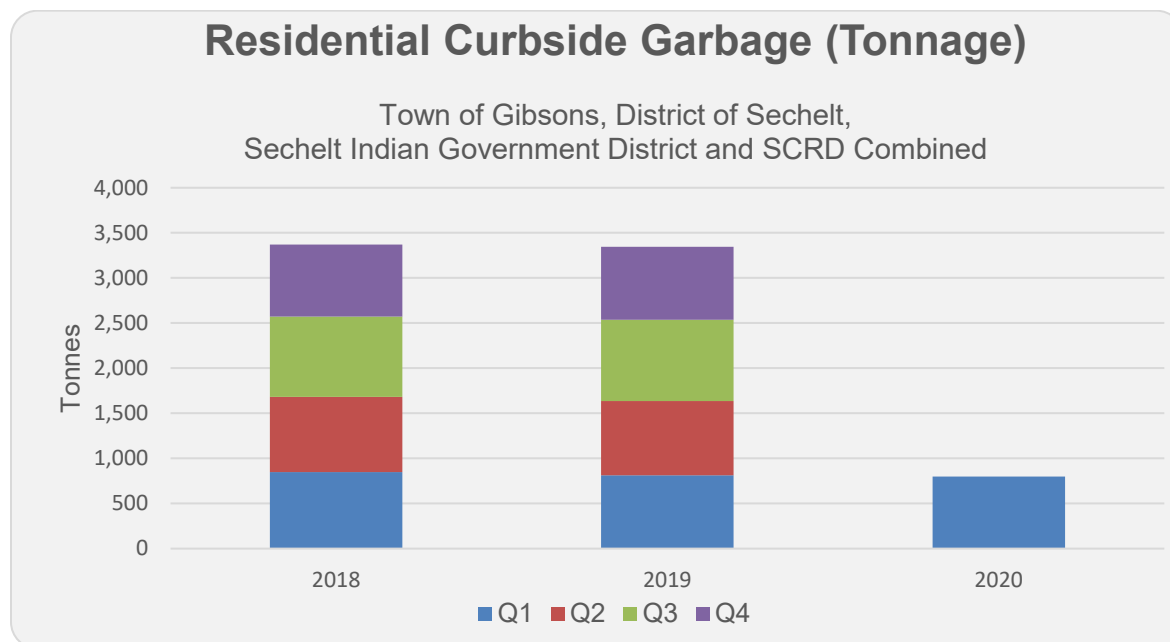
SOLID WASTE OPERATIONS

Statistics – Landfill

The tonnage presented includes a combined total of all material from the Pender Harbour Transfer Station that is transferred to the Sechelt Landfill for burial and all material received at the Sechelt Landfill and buried. This includes: residential curbside garbage, self-hauled garbage, commercial garbage, roofing (buried starting in 2019), dead animals, asphalt, asbestos, durable goods (e.g. couches, chairs), concrete, dirt and rocks, Styrofoam (non-recyclable) and share shed items not removed for reuse.

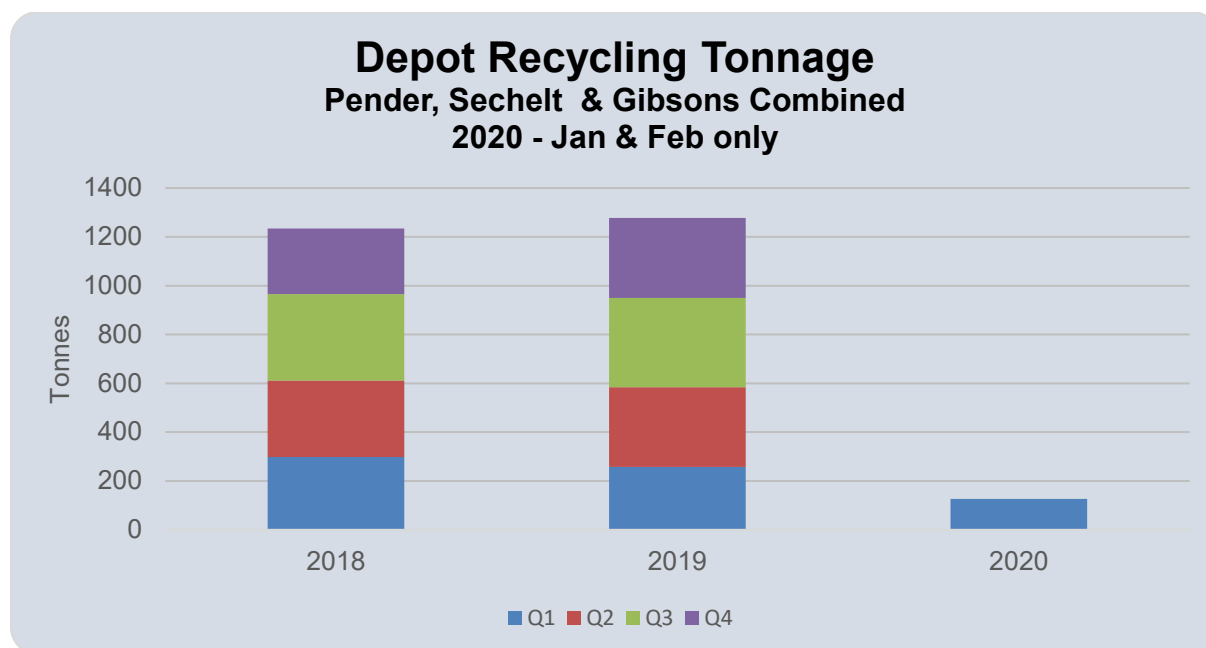


The residential curbside garbage tonnage presented includes a combined total of garbage collected curbside from residential dwellings in the Town of Gibsons, Sechelt Indian Government District, District of Sechelt and Sunshine Coast Regional District. Curbside residential garbage is then delivered to the Sechelt Landfill and buried.



Statistics – Recycling

The SCRD has an agreement with Recycle BC to provide residential packaging and paper products (PPP) Depot Recycling Services in Gibsons, Pender Harbour and Sechelt. The SCRD contracts these services to Gibsons Recycling, GRIPS and Salish Soils respectively. The data presented is provided by RecycleBC and is updated as it is received. The data represents the combined monthly weight (by tonne) of the materials dropped off at the three recycling depots.

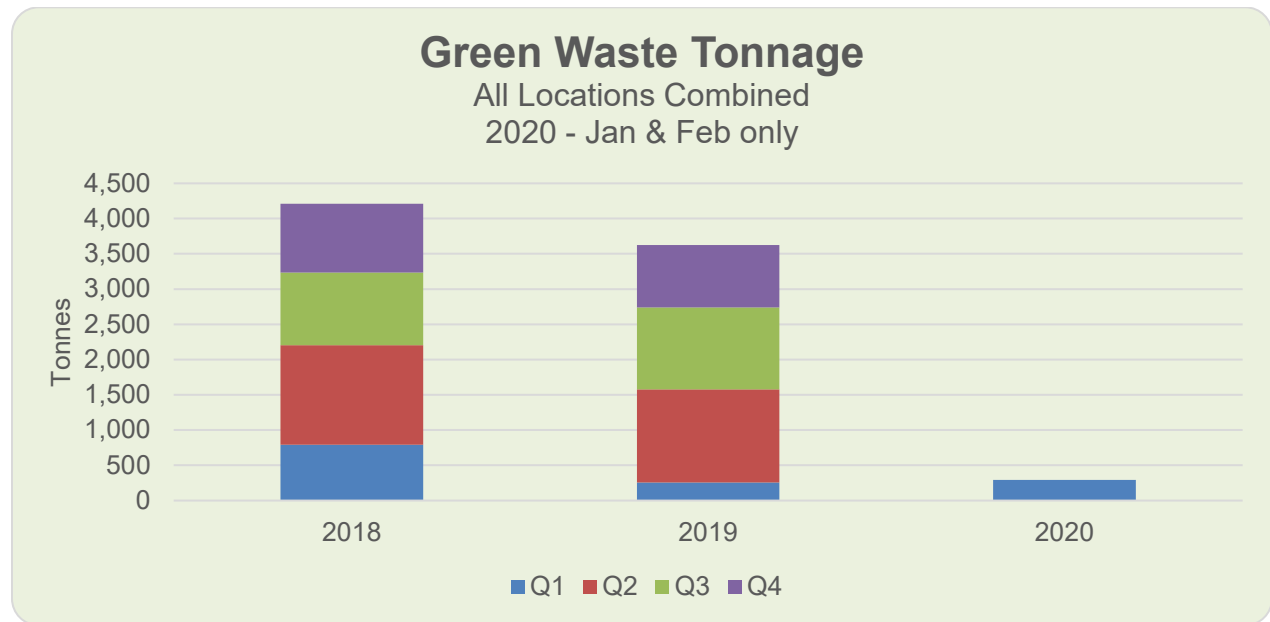


Statistics - Green Waste

The SCRD green waste recycling program provides collection locations for residents to self-haul and drop-off yard and garden green waste at the South Coast Residential Green Waste Drop-off

Depot, Pender Harbour Transfer Station, and Salish Soils. The SCRD also provides commercial sector green waste drop-off at the Pender Harbour Transfer Station and Sechelt Landfill. The collected green waste is hauled and processed in Sechelt into compost.

The data presented provides the combined monthly weight (by tonne) of green waste dropped off at the SCRD locations.



INFRASTRUCTURE SERVICES OUTREACH EVENTS

Event	Event Date	Attendees
Wastewater Public Information Session: Area B	January 7, 2020	N/A
Wastewater Public Information Sessions: Area E,F	January 8, 2020	51
International Women and Girls in Science Day with SD 46 (Grade 8-9)	February 12, 2020	22
Visit from Ecole du Pacifique (Grade 2-3)	March 3, 2020	9

Reviewed by:			
Manager	X - A. Kumar X - R. Cooper X - S. Walkey X - S. Misiurak X - J. Walton	Finance	
GM		Legislative	
CAO	X - D. McKinley	Other	



Reference: 356669

April 6, 2020

Lori Pratt, Chair
and Directors
Sunshine Coast Regional District
1975 Field Road
Sechelt BC V0N 3A1

Sent via email: lori.pratt@scrd.ca

Dear Chair Pratt and Directors:

Thank you for your letter of February 18, 2020, regarding the disposal of asbestos contaminated gypsum. I appreciate your concerns regarding the disposal of this waste and share your concerns with respect to ensuring the proper removal and disposal of asbestos.

To help address the challenges highlighted in your letter, including illegal dumping, local governments can consider seeking authorization from the ministry to dispose of asbestos waste in municipal landfills under provisions of the Hazardous Waste Regulation. I encourage you to contact Cassandra Caunce, Director, South Authorizations at 236 468-2227 or Cassandra.Caunce@gov.bc.ca to discuss the needs of Sunshine Coast Regional District.

The ministry is also aware of broader challenges with regards to asbestos disposal. Should the opportunity arise to address these challenges with policy development, ministry staff will consider the challenges you have raised.

Thank you again for taking the time to write and for highlighting the challenges that your regional district is facing.

Sincerely,

George Heyman
Minister

cc: Cassandra Caunce, Director, South Authorizations, Environmental Protection Division,
Ministry of Environment and Climate Change Strategy