

Municipality of North Cowichan

Regular Council

AGENDA

Wednesday, June 17, 2020, 1:30 p.m.
Electronically

Pages

1. CALL TO ORDER

This meeting, though electronic, is open to the public and all representations to Council form part of the public record.

At this time, due to the COVID-19 Pandemic, public access to Council Chambers is not permitted, however, this meeting may be viewed on the District's lived stream webcast at northcowichan.ca.

2. APPROVAL OF AGENDA

Recommendation:

That Council adopt the agenda, as circulated [or as amended].

3. ADOPTION OF MINUTES

3.1 Regular Council meeting held June 3, 2020

6 - 10

Recommendation:

That Council adopt the minutes of the Regular Council meeting held June 3, 2020.

4. MAYOR'S REPORT

5. PUBLIC INPUT

The Mayor to acknowledge receipt of submissions circulated to Council prior to the meeting to Agenda@northcowichan.ca and state the agenda item the public input is in relation to on this agenda.

6. BYLAWS

6.1 Fees and Charges Amendment Bylaw No. 3793, 2020

11 - 13

Purpose: To introduce and adopt Fees and Charges Amendment Bylaw No. 3793, 2020.

Recommendation:

1. That Council give first, second and third readings to the Fees and Charges Amendment Bylaw No. 3793, 2020.
2. That Council adopt the Fees and Charges Amendment Bylaw No. 3793, 2020.

6.2 Zoning Bylaw Amendment Application No. ZB000124 (9568 Chemainus Road) - Cannabis Retail Sales

14 - 36

Purpose: To provide Council with information, analysis and a recommendation regarding a site-specific zoning amendment application to permit the use of Retail Cannabis Sales at 9568 Chemainus Road.

Recommendation:

That Council give first and second Reading to "Zoning Amendment Bylaw (Cannabis Sales – 9568 Chemainus Road), 2020" No. 3782 to permit cannabis retail sales; and,

That Council require the Applicant to conduct an Information Meeting prior to scheduling of a Public Hearing as required by the *Local Government Act* and Council's consideration of third reading.

7. REPORTS

7.1 Crofton Commons Covenant Amendment

Note: A staff report will be circulated prior to the meeting.

7.2 Regulation of Cannabis Production Facilities in the Agricultural Land Reserve

37 - 55

Purpose: To provide policy or regulatory options to assess applications for non-soil-based cannabis production facilities on a case-by-case basis.

Recommendation:

That Council direct staff to draft zoning regulations to limit cannabis production to soil-based production only in accordance with the Agricultural Land Reserve use regulation.

Further that Council direct staff to draft a Non-Soil-Based Agricultural Land Reserve Cannabis Production Facility Council Policy for Council's consideration.

7.3 "Clean BC Better Homes" Program Overview

56 - 60

Purpose: To provide Council with an overview of the "Clean BC Better Homes" program and to seek Council approval to enroll in the rebate program and offer additional municipal incentives.

Recommendation:

That Council direct staff to enroll North Cowichan in the Clean BC Better Homes Program, allocate up to \$30,000 from the Climate Action Reserve Fund to support additional municipal incentives as outlined in the staff report from the Environmental Programs Coordinator dated June 17, 2020, and to provide the rebates on a first-come first-served basis until the allocated funds are exhausted.

7.4 Climate Action Plan Update and Digital Engagement

61 - 78

Note: Jeremy Murphy from Sustainability Solutions Group to provide a presentation

Purpose: To inform Council on the progress of the Climate Action Plan modelling and describe options for online community engagement.

Recommendation:

That Council direct staff to proceed with a digital engagement session with the proposed list of organizations and stakeholders, staff, and the consultants for participation in the Climate Action Plan digital information and engagement session.

7.5 Chemainus Road Corridor Improvements Stage 2 Tender - Contract Reference No. 2020-14

79 - 186

Purpose: To request that Council approve the award of the Chemainus Road Corridor Improvements Stage 2 Tender that will be closing on June 23, 2020 to avoid lost time in bringing a report to Council July 15, 2020.

Recommendation:

That Council authorize:

1. the award of the Chemainus Road Corridor Improvements Stage 2 Tender which closes on June 23, 2020 to the lowest qualified bidder provided that the total tendered price (not including GST) is within the available budget of \$2,955,732; and
2. the Mayor and Corporate Officer to execute the Construction Contract for the works as set out in the Tender.

7.6 Council Strategic Plan Quarter 2 Update (April to June 30, 2020)

187 - 199

Purpose: To provide a quarterly update, in accordance with the Council Strategic Plan Administration Policy, on the status of the projects identified within the 2019-2022 Council Strategic Plan for the period of April to June 2020.

Recommendation:

That Council accept the 2020 Quarter 2 Update on the 2019-2022 Council Strategic Plan as presented by the A/Director, Human Resources.

7.7 2021 Budget Direction

Purpose: To consider the June 9, 2020 Committee of the Whole recommendations providing preliminary direction to staff in preparing the 2021 - 2025 budget.

Recommendation:

1. That staff be directed to prepare the 2021-2025 budget based on the 'Recovery Budget' option outlined in the General Manager, Financial and Protective Services' 2020 - 2025 Budget Direction PowerPoint Presentation dated June 9, 2020.
2. That staff, in preparing the 2021 Capital and Operating Budget, will include consideration of a recovery plan that is oriented to:
 1. Developing projects, and finding resources to work on, improving our natural assets and green infrastructure and achieving our climate related mitigation, adaptation resiliency goals; and which
 2. Provide both short and longer term employment opportunities for those sectors of society that have been particularly impacted by the pandemic shut down to support the local Cowichan economy; and
 3. That is "agile" in the sense of anticipating possible second waves of infection and economic shutdown, and which recognises the uncertainty of the immediate future.

7.8 2021 Budget Schedule

200 - 201

Purpose: To propose a schedule for the 2021 Budget deliberations.

Recommendation:

That Council approve a 2021 Budget Meeting schedule based on evening meetings in November and December on off Council weeks.

7.9 2020 Committee of the Whole Meeting Schedule

202 - 205

Purpose: To establish a Committee of the Whole meeting schedule (for the period of July to December 2020).

Recommendation:

That Council endorse the 2020 Committee of the Whole meeting schedule, as outlined in the Deputy Corporate Officer's report titled 2020 Committee of the Whole Meeting Schedule, dated June 17, 2020, and that public notice be provided in accordance with the Council Procedure Bylaw and section 94 of the *Community Charter*.

8. NOTICES OF MOTIONS

9. NEW BUSINESS

10. QUESTION PERIOD

A 10-minute recess to be provided to give the public an opportunity to submit their questions by email to QP@northcowichan.ca regarding the business discussed at this meeting. Questions will be read out in the order they are received.

11. CLOSED SESSION

Recommendation:

That Council close the June 17, 2020 Regular Council meeting at ____p.m. to the public on the basis of the following section(s) of the *Community Charter*:

- 90(1)(a) - personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- 90(1)(c) - labour relations or other employee relations;
- 90(1)(e) - the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;
- 90(1)(i) - the receipt of advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and
- 90(1)(m) - a matter that, under another enactment, is such that the public may be excluded from the meeting.

11.1 Minutes from the June 3, 2020 closed meeting for adoption

11.2 Closed under sections 90(1)(m) a matter under another enactment

11.3 Closed under section 90(1)(i) solicitor-client privilege

11.4 Closed under section 90(1)(e) land acquisition

11.5 Closed under sections 90(1)(a) personal information and (c) labour

12. RISE AND REPORT

13. ADJOURNMENT

Municipality of North Cowichan

Regular Council

MINUTES

June 3, 2020, 1:30 p.m.
Electronically

Members Present	Mayor Al Siebring Councillor Rob Douglas Councillor Christopher Justice Councillor Tek Manhas Councillor Rosalie Sawrie Councillor Debra Toporowski
Members Absent	Councillor Kate Marsh
Staff Present	Ted Swabey, Chief Administrative Officer (CAO) Mark Frame, General Manager, Financial and Protective Services Ernie Mansueti, General Manager, Community Services Sarah Nixon, General Manager, Corporate Services David Conway, Director of Engineering Rob Conway, Director of Planning and Building Jason Birch, Chief Information Officer Megan Jordan, Acting, Manager, Communications and Public Engagement Dave Preikshot, Senior Environmental Specialist Mairi Bosomworth, Community Planner Michelle Martineau, Corporate Officer Tricia Mayea, Deputy Corporate Officer

1. CALL TO ORDER

There being a quorum present, Mayor Siebring called the meeting to order at 1:30 p.m.

2. APPROVAL OF AGENDA

Council added a late item (2020 Pride Flag Raising Request) to the meeting under Item 9.3.

IT WAS MOVED AND SECONDED:

That Council adopt the agenda, as amended.

CARRIED

3. MAYOR'S REPORT

Mayor Siebring provided a verbal update on the District of North Cowichan's phase 2 COVID recovery plans.

4. ADOPTION OF MINUTES

4.1 Regular Council meeting held May 20, 2020

IT WAS MOVED AND SECONDED:

That Council adopt the minutes of the Regular Council meeting held May 20, 2020.

CARRIED

5. PUBLIC INPUT

Council received two submissions via email prior to the meeting regarding agenda items 7.3 and 7.6. A summary of those submissions was read out in the meeting.

6. BYLAWS

6.1 Adoption of Zoning Amendment Bylaw No. 3774 (2755 Crozier Road), 2020

IT WAS MOVED AND SECONDED:

That Council adopt "Zoning Amendment Bylaw (2755 Crozier Road), 2020", No. 3774.

CARRIED

7. REPORTS

7.1 Development Variance Permit Application No. DVP00054 for lots 13 - 16 Farleigh Way and lot 17 Adams Road

IT WAS MOVED AND SECONDED:

That the application for DVP00054 be referred back to staff to ensure that the lots fronting Ernest Lane and Farleigh Way are developed in a pedestrian friendly design.

(Opposed: Siebring, Sawrie, Toporowski, Manhas)

DEFEATED

IT WAS MOVED AND SECONDED:

That Council authorize the issuance of a development variance permit to vary Section 80.12(13)(e) of Zoning Bylaw 2950, 1997 by eliminating the requirement that all site parking must be accessed by a lane rather than a street for Lots 13-17 on Plan EPP91256.

(Opposed: Douglas and Justice)

CARRIED

7.2 2020-01 Hydro Excavating Service Agreement Approval

IT WAS MOVED AND SECONDED:

That Council authorize the Mayor and Corporate Officer to execute the agreement between the District of North Cowichan and GFL Environmental Limited for hydro excavation services, at a rate of \$145 per hour, for a term of 3 years commencing June 4, 2020.

CARRIED

7.3 Commencement of the Alternative Approval Process (AAP) for the RCMP Facility

IT WAS MOVED AND SECONDED:

That Council direct the Corporate Officer to undertake an alternative approval process to determine the opinion of the electors with regard to the "North Cowichan / Duncan Integrated RCMP Facility Loan Authorization Bylaw No. 3787, 2020" which proposes to bring together the North Cowichan/Duncan Detachment, Forensic Identification Services, South Island Traffic Services, and Indigenous Policing and a debenture not to exceed \$48,000,000 be obtained to finance the new facility; and that the 30-day notice period, commencing on June 12, 2020 and ending on July 14, 2020, for submitting and receiving elector response forms, is established;

And That Council has determined that the total number of eligible electors for the alternative approval process for the Bylaw No. 3787 is 26,916, and that approval of the electors is obtained if elector responses received are less than ten (10) percent (2,692) of the total number of eligible electors;

And Further That Council establish that the Elector Response Form, as attached to the Manager of Legislative Services report dated June 3, 2020, be available at the Municipal Hall and online from June 4, 2020 to July 14, 2020. **CARRIED**

7.4 Update on the Riparian Areas Protection Regulation

The Senior Environmental Specialist provided a presentation to Council that outlined changes to the Provincial Riparian Areas Protection Regulations and the Federal Fisheries Act.

Councillor Douglas left the meeting at 3:03 p.m. and returned at 3:05 p.m.

7.5 Municipal Contract Policing Multi-Year Financial Plan (2021/2022)

The meeting recessed at 3:27 p.m. and reconvened at 3:36 p.m.

IT WAS MOVED AND SECONDED:

That Council approve in principle the addition of one (1) member to the North Cowichan detachment to bring the total detachment strength to thirty-three (33) and approve in principle the budget estimate of \$6.98 million at 100% (90% of which the municipality is responsible for) for the 2021/22 fiscal year, including \$500,000 of capital equipment.

(Opposed: Douglas, Justice, Sawrie, Toporowski)

DEFEATED

IT WAS MOVED AND SECONDED:

That Council approve in principle the total North Cowichan RCMP detachment strength of thirty-two (32) and approve in principle the budget estimate of \$6.76 million at 100% (90% of which the municipality is responsible for) for the 2021/22 fiscal year, including \$500,000 of capital equipment.

(Opposed: Siebring, Manhas)

CARRIED

7.6 Creation of a Public Engagement Framework and Policy

IT WAS MOVED AND SECONDED:

That Council establish a select committee to work with staff and the consultant engaged to develop a Public Engagement Policy and Engagement Framework; and that Mayor Siebring and Councillors Sawrie and Douglas be appointed to the committee.

CARRIED

7.7 2019 Statement of Financial Information

IT WAS MOVED AND SECONDED:

That Council approve the 2019 Statement of Financial Information.

CARRIED

7.8 COVID-19 Budget Implications: New Threats, New Opportunities

The Chief Administrative Officer and the General Manager, Financial and Protective Services provided a presentation to Council regarding budget implications that outlined new threats and opportunities due to the COVID-19 pandemic.

7.9 Resumption of Public Hearings and Board of Variance Business

IT WAS MOVED AND SECONDED:

That Council remove their moratorium on public hearings to allow them to be held electronically as authorized under Ministerial Order M139/2020 and in accordance with Section 465(3) of the *Local Government Act*;

And that the public be permitted to make submission to Council in writing by email or via Canada Post, or by teleconference;

And further that Council direct staff to prepare an amendment to the *Fees and Charges Bylaw*, to reduce the fee for a Development Variance Permit to \$250 for a person who would be eligible to submit an application to the Board of Variance, while the provincial state of emergency in relation to the COVID-19 pandemic is in effect. **CARRIED**

8. NOTICES OF MOTIONS

None.

9. NEW BUSINESS

9.1 CVRD Staff Report regarding 2020 UBCM Resolutions

Council reviewed the CVRD report regarding 2020 UBCM resolutions.

9.2 Request for Letter of Support - Duncan Train Station Rehabilitation Project

IT WAS MOVED AND SECONDED:

That Council authorize the Mayor to provide a letter of support to the Cowichan Heritage Society for their rehabilitation of the Heritage Railway Station building. **CARRIED**

9.3 2020 Pride Flag Raising Request

IT WAS MOVED AND SECONDED:

That Council show its support for inclusion and diversity and the LGBTQ2S+ community by flying the pride flag during the month of June 2020 at the Cowichan Aquatic Centre in accordance with the Flag Protocol policy. **CARRIED**

10. QUESTION PERIOD

Mayor Siebring called for a recess at 5:00 p.m. to allow viewers to submit questions via email on the matters discussed during the meeting. Two questions were submitted when the meeting reconvened at 5:10 p.m.

11. MOTION TO CLOSED MEETING

IT WAS MOVED AND SECONDED:

That Council close the June 3, 2020 Regular Council meeting at 5:15 p.m. to the public on the basis of the following section(s) of the *Community Charter*:

- 90(1)(a) - personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality; and
- 90(1)(c) - labour relations or other employee relations.

CARRIED

12. RISE AND REPORT

IT WAS MOVED AND SECONDED:

That Council rise without report and adjourn the Council Closed meeting at 6:45 p.m.

CARRIED

13. ADJOURNMENT

Council adjourned the meeting at 6:45 p.m.

Certified by Corporate Officer

Signed by Mayor

Report

Date June 7, 2020

File: 3900-20

To Council

From Tricia Mayea, Deputy Corporate Officer

Endorsed:



Subject Fees and Charges Amendment Bylaw No. 3793, 2020

Purpose

To introduce and adopt the Fees and Charges Amendment Bylaw No. 3793, 2020.

Background

Council passed the following motion at the June 3, 2020, Regular Council meeting:

... that Council direct staff to prepare an amendment to the Fees and Charges Bylaw, to reduce the fee for a Development Variance Permit to \$250 for a person who would be eligible to submit an application to the Board of Variance, while the provincial state of emergency in relation to the COVID-19 pandemic is in effect.

Discussion

The Fees and Charges Amendment Bylaw No. 3793, 2020 was drafted in response to Council's decision to reduce the fees for a Development Variance Permit to \$250 for a person who would be eligible to submit an application to the Board of Variance, while the provincial state of emergency in relation to the COVID-19 pandemic is in effect.

Section 2 of this bylaw amendment establishes a new item (17.1) under Section 3, Planning Fees, to reduce the fee for a Development Variance Permit to \$250 to accommodate applications that would be eligible to be heard by the Board of Variance, section 3 deletes that section so that it no longer has any force or effect after the provincial state of emergency in response to the novel coronavirus (COVID-19) pandemic has been lifted.

Options

1. Give three readings and adopt the Fees and Charges Amendment Bylaw No. 3793, 2020, as presented (Recommended).
2. Amend the Fees and Charges Amendment Bylaw No. 3793, 2020 following first and second readings, then give third reading as amended, followed by adoption.
3. Reject the bylaw and provide direction to staff on changes to make before bringing the draft bylaw back for consideration at a future Council meeting.

Implications

The reduction to the fee for a Development Variance Permit application to \$250 for any person eligible to submit an application to the Board of Variance while the declaration of a state of emergency is in effect due to the COVID-19 pandemic, allows this area of Municipal business to continue at no extra charge to the applicant. Applicants with in-stream Board of Variance applications will have the option of re-submitting as a Development Variance Permit application and having their applications considered by Council.

Recommendations

1. That Council give first, second and third readings to the Fees and Charges Amendment Bylaw No. 3793, 2020.
2. That Council adopt the Fees and Charges Amendment Bylaw No. 3793, 2020.

Attachment: Fees and Charges Amendment Bylaw No. 3793, 2020



The Corporation of the District of North Cowichan

Fees and Charges Amendment Bylaw, 2020

Bylaw 3793

The Council of The Corporation of The District of North Cowichan enacts as follows:

Citation

- 1 This Bylaw may be cited as "*Fees and Charges Amendment Bylaw No. 3793, 2020*".

Amendment

- 2 Schedule C – Development and Permitting Fees of "Fees and Charges Bylaw No. 3784, 2020", is amended by adding item 17.1 to Section 3 [Planning Fees] as follows:

SCHEDULE C – DEVELOPMENT AND PERMITTING FEES

(Section 3, Planning Fees)

Item	Column 1 Description	Column 2 Amount
17.1	Development Variance Permit (for a person who would be eligible to submit an application to the Board of Variance, while the provincial state of emergency in relation to the COVID-19 pandemic is in effect)	\$250

- 3 Schedule C – Development and Permitting Fees of "Fees and Charges Bylaw No. 3784, 2020", is amended by deleting item 17.1 to Section 3 [Planning Fees], as added by this bylaw.

Effective Dates


- 4 Section 2 of this bylaw shall come into force and effect upon adoption of this bylaw.
- 5 Section 3 of this bylaw shall come into force and effect after the provincial state of emergency in response to the novel coronavirus (COVID-19) pandemic has been lifted.

READ a first time on, 2020
READ a second time on, 2020
READ a third time on, 2020
ADOPTED on, 2020

CORPORATE OFFICER

PRESIDING MEMBER

Report

Date	June 17, 2020	Prospero No. ZB000124
To	Council	Folio No. 15080-100
From	Caroline von Schilling, Development Planner	File No. 3360-20 19.22
Subject	Zoning Bylaw Amendment Application No. ZB000124 (9568 Chemainus Rd.) – Cannabis Retail Sales	Endorsed: 

Purpose

To provide Council with information, analysis and a recommendation regarding a site-specific zoning amendment application to permit the use of Retail Cannabis Sales at 9568 Chemainus Road.

Background

The 300m² (0.07 ac) subject property is located at 9568 Chemainus Road, south of the roundabout at Henry Road in Chemainus. This property is situated in the Mixed Use/Commercial Core designation of the Official Community Plan (OCP) and the Urban Containment Boundary (UCB). This property is zoned Commercial General (C2) (ATTACHMENT 1, 2, and 3). The proximity of the proposed location of the Cannabis Retail Store relative to parks, schools, and recreation areas is identified in ATTACHMENT 4.

Land Use Context

North: Vacant lot; hotel use
South: Residential properties, single-family dwellings
East: Residential properties, single-family dwellings; industrial use beyond
West: Railway/trail; golf course recreational use

Proposal

The Applicant proposes to amend the Commercial General (C2) Zone to permit a cannabis retail sales store at 9568 Chemainus Road (ATTACHMENT 5, 6, and 7) within the Commercial General (C2) Zone (ATTACHMENT 8).

Discussion

In October 2018, the Federal government legalized non-medical Cannabis regulated by Bill C-45, the *Cannabis Act*. This federal legislation created several responsibilities for all levels of government regarding cannabis use, possession, production, and sales. The Province of BC has since adopted the *Cannabis Control and Licensing Act* and the *Cannabis Distribution Act*, as well as a series of regulations, to regulate private cannabis retail stores and authorize the creation and operation of provincial government cannabis retail/wholesale sales to include storefront locations.

While the Federal government legalized non-medical Cannabis across Canada in October 2018, the Provincial legislation is clear that local governments can choose not to allow cannabis stores or cap the number permitted in their community, or establish criteria for permitting cannabis retail stores. On January 16, 2019, Council considered and adopted the *Retail Cannabis Sales Policy* in order to establish criteria to guide Council in its consideration of land use amendment applications for site-specific cannabis retail sales (ATTACHMENT 9).

Policy considerations regarding this application are:

Official Community Plan

Policy 2.4.5 *The Municipality will protect and promote the economic viability of existing commercial enterprises in North Cowichan; attract new and emerging service, retail and other commercial businesses; and encourage diverse types of commercial activity.*

Policy 2.4.5.1 *The Municipality supports commercial infill and intensification of existing commercial areas. Emphasis will be given to the redevelopment or intensification of use on existing commercial sites over the designation of new commercial lands on "green field" sites. Increased density within existing commercial areas makes more efficient use of land and infrastructure, encourages transit and alternative transit modes, and promotes pedestrian-oriented development.*

Policy 2.4.5.2 *The Municipality encourages a range of commercial facilities from local to regional in scope.*

Retail Cannabis Sales Policy

Policy 4.1 Location

Retail cannabis use must be located on, or in close proximity to, a provincial highway, urban arterial road, or urban collector road; and in commercial areas ...

This application proposal is located adjacent to an urban arterial road, (Chemainus Road), and is an established commercial area.

Policy 4.2 *Only one retail cannabis sales storefront will be allowed per parcel.*

No other active application has been approved for this parcel at this time.

Policy 4.5 Community Impact

Council will consider the impact of retail cannabis sales in proximity to public or independent elementary, middle or secondary schools, playgrounds, libraries, public recreation centres, public community centres, parks, places of worship, family-oriented facilities, or areas where children and youth frequent.

The proposal is located within 200m of Rotary and Gerry Smith Park and 700m of Caswell Park. There is no play-equipment located in these parks. The proposal is also located within 400m of a cemetery and place of worship (private institutional zone).

These spaces may involve children, youth or family-oriented activities; however, they are likely to be undertaken with adult supervision.

However, the proposal is located a short distance from a trail on the west side of the railway tracks at the rear of the proposal. Beyond this is Mount Brenton Golf Course.

These spaces may involve youth, e.g., bike route, or youth and family activities, e.g., golf course recreation and are more likely to be undertaken without adult supervision. However, the subject property is well fenced and does not have a rear-entrance gate (see ATTACHMENT 7). Providing the proposal does not advertise at the rear of the property; the community impact is likely to be relatively low.

Policy 4.9 Application Process

The municipality will refer all retail cannabis sales applications to School District #79, North Cowichan RCMP, and jurisdictional neighbours for up to 30 days to ensure that their comments are considered in Council's decision.

Referrals were sent to School District #79, North Cowichan RCMP, Chemainus Residents Association, and the jurisdictional neighbours of Halalt First Nation, Lyackson First Nation, Penelakut Tribe, Cowichan Tribes, and Stz'uminus First Nation, to notify them and invite comment or concern about the proposal. Of note, of the agencies or jurisdictions that provided comment, the following concerns were raised (ATTACHMENT 10):

- From the RCMP regarding the applicants' illegal cannabis sales in North Cowichan prior to recreational cannabis legalization in October 2018; and the
- From Stz'uminus First Nation regarding the mixed commercial residential use at this location, and concerns for the well-being of residents and youth regarding adequate regulation of retail cannabis sales.

Note, 'accessory dwelling unit' is a permitted use on the subject property, which is located in the Commercial General (C2) zone. 'Accessory dwelling unit' means "a dwelling unit which is subordinate to and associated with the principal use" (Definitions, Zoning Bylaw 1997, No. 2950).

Development Permit Areas

With zoning amendment approval by Council, a Development Permit for the form and character of this storefront, subject to exterior renovations, would be required (DPA-1).

Servicing and Infrastructure

The change of use is from retail use to a cannabis retail sales use. Servicing, traffic access/egress, and parking related to this zoning amendment application proposal are considered adequate.

Ministry of Transportation and Infrastructure

The subject property is not located within 800 m of a Controlled Access Highway (Trans-Canada Highway); therefore, the Ministry of Transportation and Infrastructure approval of this proposed zoning amendment bylaw is not required prior to bylaw adoption.

Communications and Engagement

The Applicant is required to arrange and conduct an Information Meeting to provide residents and property owners within 60 m of the subject property with information about their application (Section 4.8, Cannabis Retail Sales Policy) before Public Hearing and 3rd Reading. A summary of the feedback received at the meeting will be incorporated as part of a staff report to Council.

Should Council choose to provide 1st and 2nd Reading to this bylaw, the application will proceed to the Applicant's Information Meeting before scheduling a Public Hearing. At that time, the general public will be provided with an opportunity to provide input to the proposed Zoning Bylaw amendment. Neighbouring properties within a 60m radius of the subject property will be notified of this application, and advertisements will be placed in the local newspaper, as required by the *Local Government Act*.

Implications

The RCMP expressed concerns that the Applicant has had dealings with law enforcement in the past regarding recreational cannabis sales while this activity was illegal.

While the impact on municipal resources regarding bylaw and law enforcement is an implication of any zoning amendment, Council should consider that retail cannabis sales have been legal since October 2018. With this application, it is being considered as a permitted use at this site-specific location.

Analysis & Conclusion

The proposal is consistent with the Commerce policies of the OCP (Section 2.4.5); further, it is consistent with the Location policy Section 4.1 (Cannabis Retail Sales Policy) as the proposal is located near an urban arterial road and in an established commercial area.

The proposal is inconsistent with Community Impact policy Section 4.5 (Cannabis Retail Sales Policy) as the proposal is located within a short distance to a trail and the golf course where unsupervised youth are likely to frequent. However, the property is well-fenced with a wood board fence such that entry to the proposal from the rear is unlikely.

Providing cannabis retail sales signage is kept to the front/sides of the property, and away from the rear, the community impact of the proposed use of retail cannabis sales at this location is anticipated to be low (ATTACHMENT 11).

Options

The following options are presented for Council's consideration:

Option 1 – Staff Recommended

That Council give first and second Reading to "Zoning Amendment Bylaw (Cannabis Sales – 9568 Chemainus Road), 2020" No. 3782 to permit cannabis retail sales; and,

That Council require the Applicant to conduct an Information Meeting prior to scheduling of a Public Hearing as required by the *Local Government Act*, followed by Council's consideration of Third Reading.

Option 2 – Alternate Recommendation:

That Council deny zoning amendment application ZB000124 to permit cannabis retail sales at 9568 Chemainus Road.

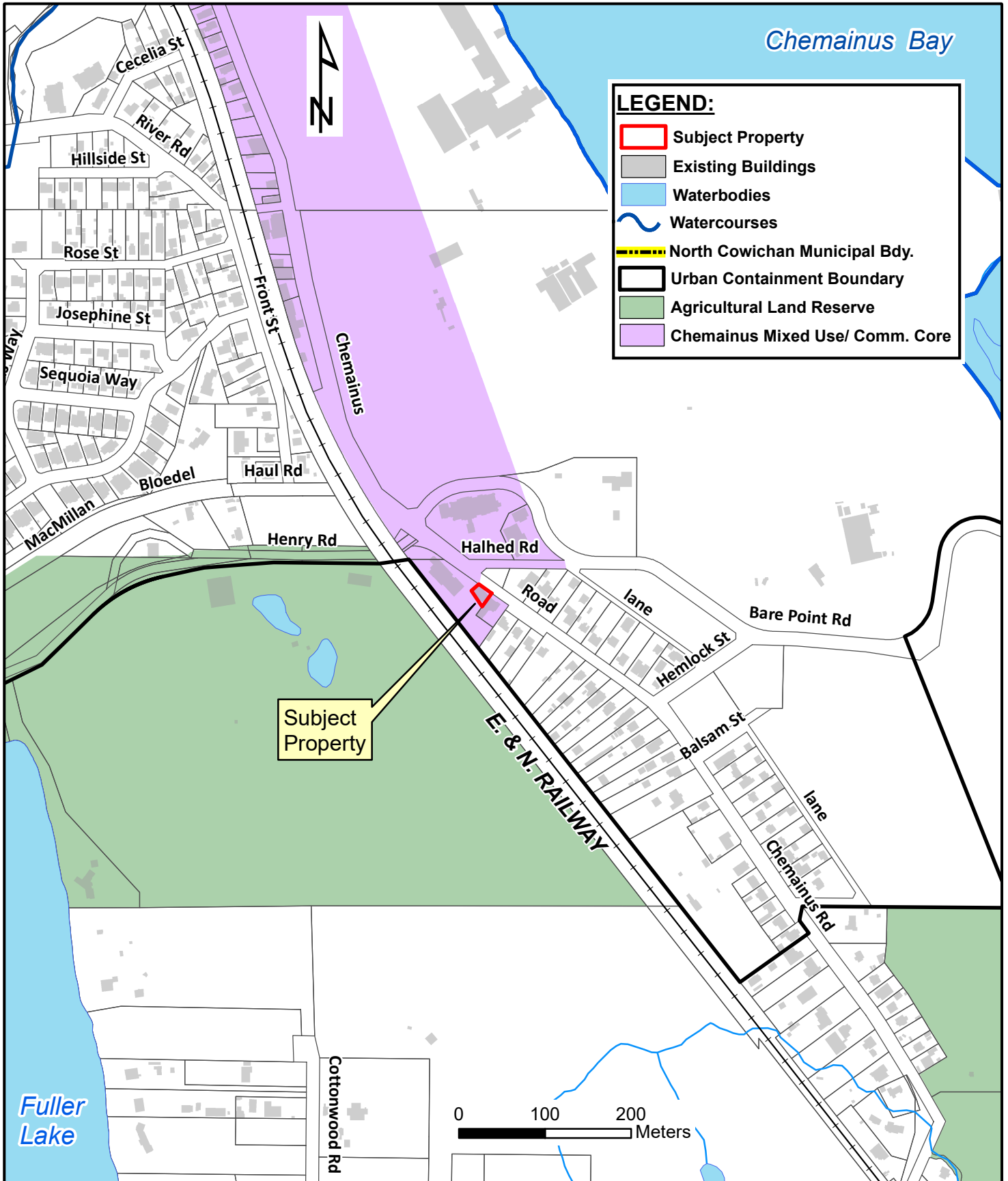
Recommendation

That Council give first and second Reading to "Zoning Amendment Bylaw (Cannabis Sales – 9568 Chemainus Road), 2020" No. 3782 to permit cannabis retail sales; and,

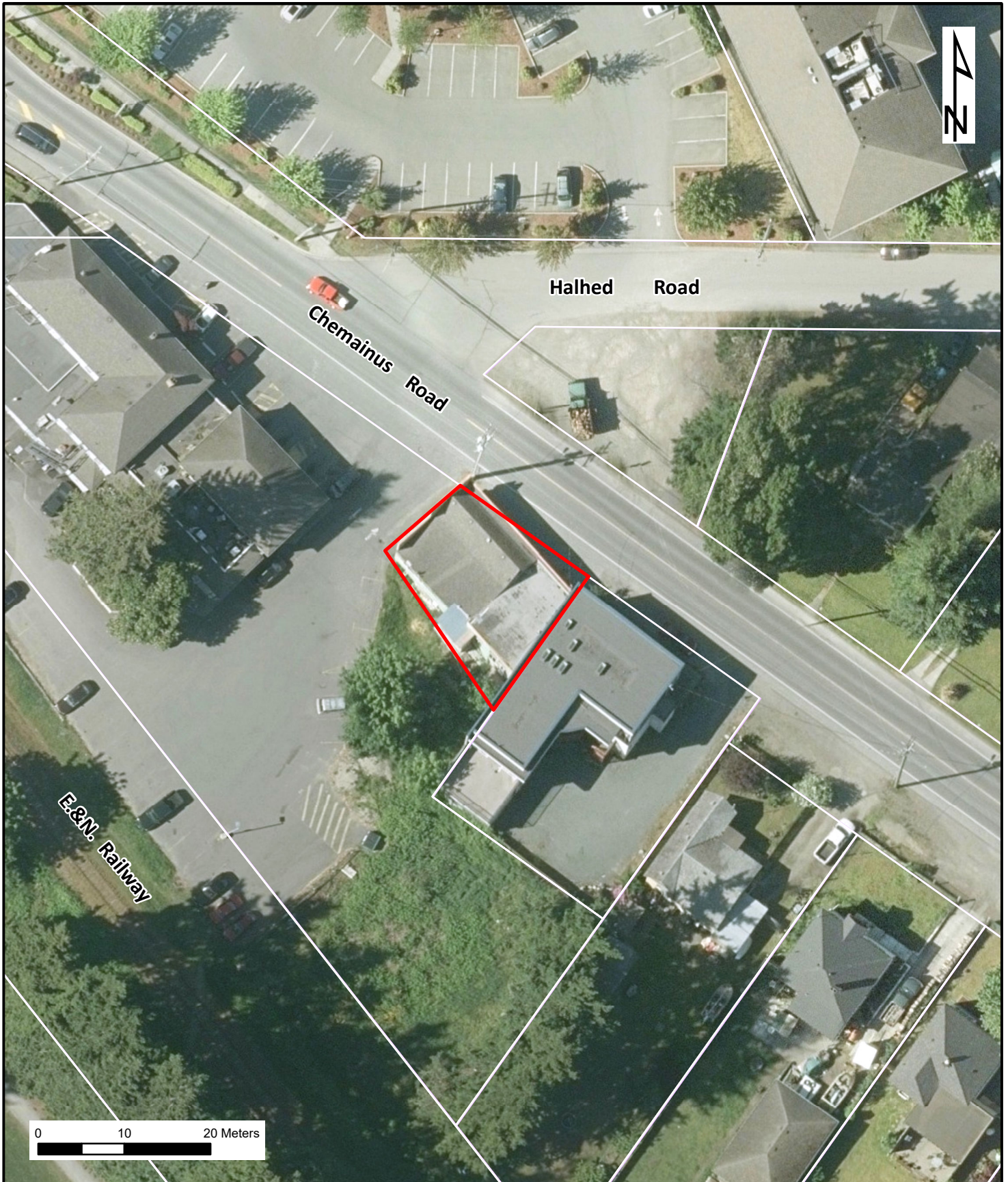
That Council require the Applicant to conduct an Information Meeting prior to scheduling of a Public Hearing as required by the *Local Government Act* and Council's consideration of third reading.

Attachments:

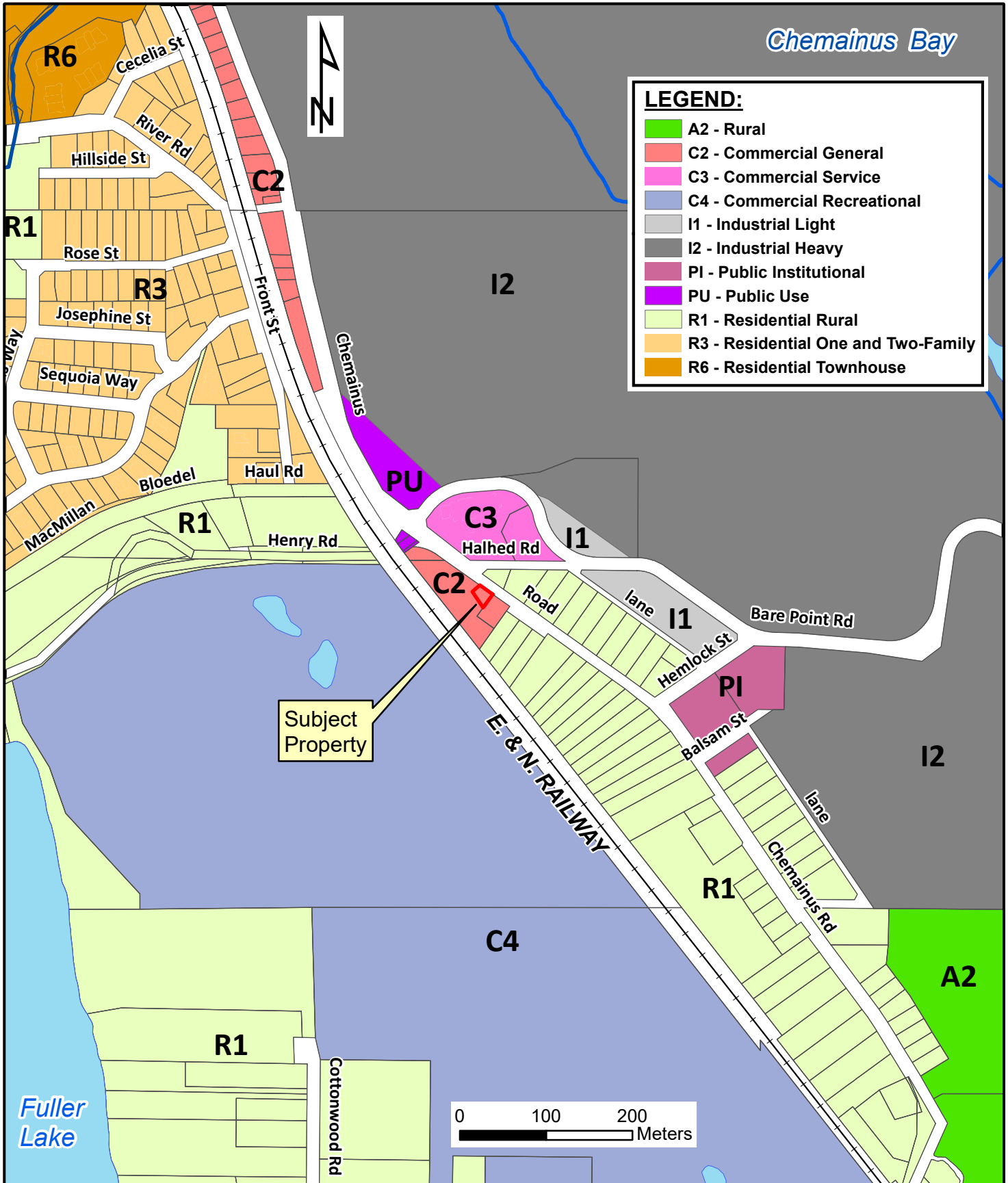
1. Location Map
2. Air Photo
3. Zoning Map
4. Cannabis Policy Map
5. Letter of Rationale
6. Site and Floor Plan
7. Site Photos
8. Commercial General (C2) Zone
9. Council Policy: Cannabis Retail Sales
10. RCMP & Stz'uminus First Nation Referral Response Letters
11. Draft Bylaw 3782



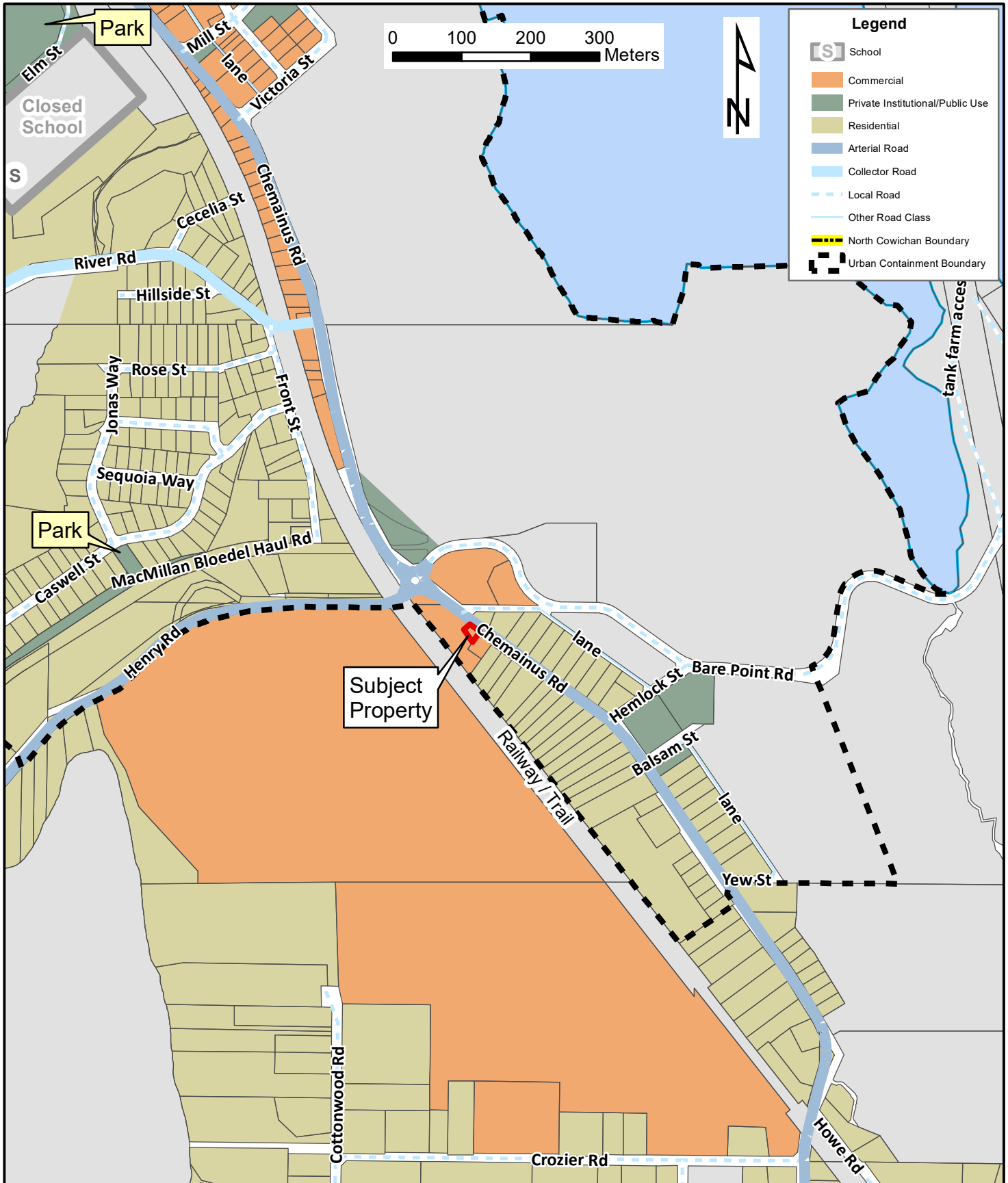
	LOCATION MAP		DATE:	January 24, 2020
	9568 Chemainus Road		TYPE:	Zoning Amendment
			FILE#:	ZB000124



	ORTHOPHOTO MAP (Orthophoto is from 2017 aerial photography)	DATE: January 24, 2020
	9568 Chemainus Road	TYPE: Zoning Amendment
		FILE#: ZB000124



	ZONING MAP		DATE:	January 24, 2020
	9568 Chemainus Road		TYPE:	Zoning Amendment
			FILE#:	ZB000124



	Cannabis Policy Map		DATE:	March 3, 2020
	9568 Chemainus Rd		TYPE:	Rezoning
			FILE#:	ZB000124

March 12, 2020

Platinum Cannabis Retail Chemainus
9568 Chemainus Road

Dear City of Chemainus,

Platinum Cannabis is looking for your support to open a licensed cannabis dispensary in Chemainus. We would like to become the first federally licensed dispensary in Chemainus allowing the residents to use our services without ever having to leave the community. Furthermore, we hope to bring in additional commerce to your community by creating safe access for non medical retail cannabis in Chemainus.

Platinum Cannabis, took into careful consideration council's last recommendation at the rezoning for 9750 Chemainus Road. We spoke to the owner of Carlo's place 9568 Chemainus Road, a property located in the area where council had suggested we try to relocate. We were successful in negotiating the location and are re-applying in hopes of getting this location approved. The location is far away from parks and is located by a liquor store which was suggested as a better location by council.

We would like to clarify that Platinum Cannabis holds the lease for the entire building. We do not plan on leasing out the residential side as it will be used by the owners and / or management as a place to stay in and also used as an office space. Currently the building owner is staying in the residential side but will be moving out if we are approved to allow us to prepare the entire unit for our grand opening. The right side of the floor plan is for the actual dispensary and foot traffic with the two units being completely separated by a physical means such as a wall / locking door. The LCRB has asked for a monitored alarm system, cameras, and bolt action locking doors to the dispensary for security measures. However, if the municipality would like to formally make the application strictly commercial (cannabis retail only) then the location owners and Platinum Cannabis operators do not have an issue with this proposed change.

Furthermore, we take great pride in improving the function and aesthetics of each location Platinum Cannabis acquires. This includes full upgrades; new paint, new hardwood flooring, professional marketing & displays, complete monitored security systems (door contacts, window contacts, motion sensors, and glass break sensors), high def night vision cameras, and physical barrier upgrades such as bolt locking reinforced doors. Our improvements like bright new lot lights and infrared night vision cameras help raise the neighbourhood's value and safety. We look forward to brightening up this unique corner of Chemainus.

Sincerely,

Kyle Cheyne
Founder of Platinum Cannabis Retail

Charles Philp
Co Founder of Platinum Cannabis Retail

**9568 CHEMAINUS RD
CHEMANIUS BC**

*Site Plan
2210 SQ.FT.
(ceiling 8'0")*

STORAGE
GARDEN
65'0"X13'0"

fence →

**9568 CHEMAINUS RD
Chemainus BC**

13'-6"

DATE MEASURED:
OCTOBER 29, 2019

 **FILE 80145**

SCALE
1/8" = 1 FT

0' 5' 10'

SCALE



walkway

7'-10"

access to
Horse shoe inn

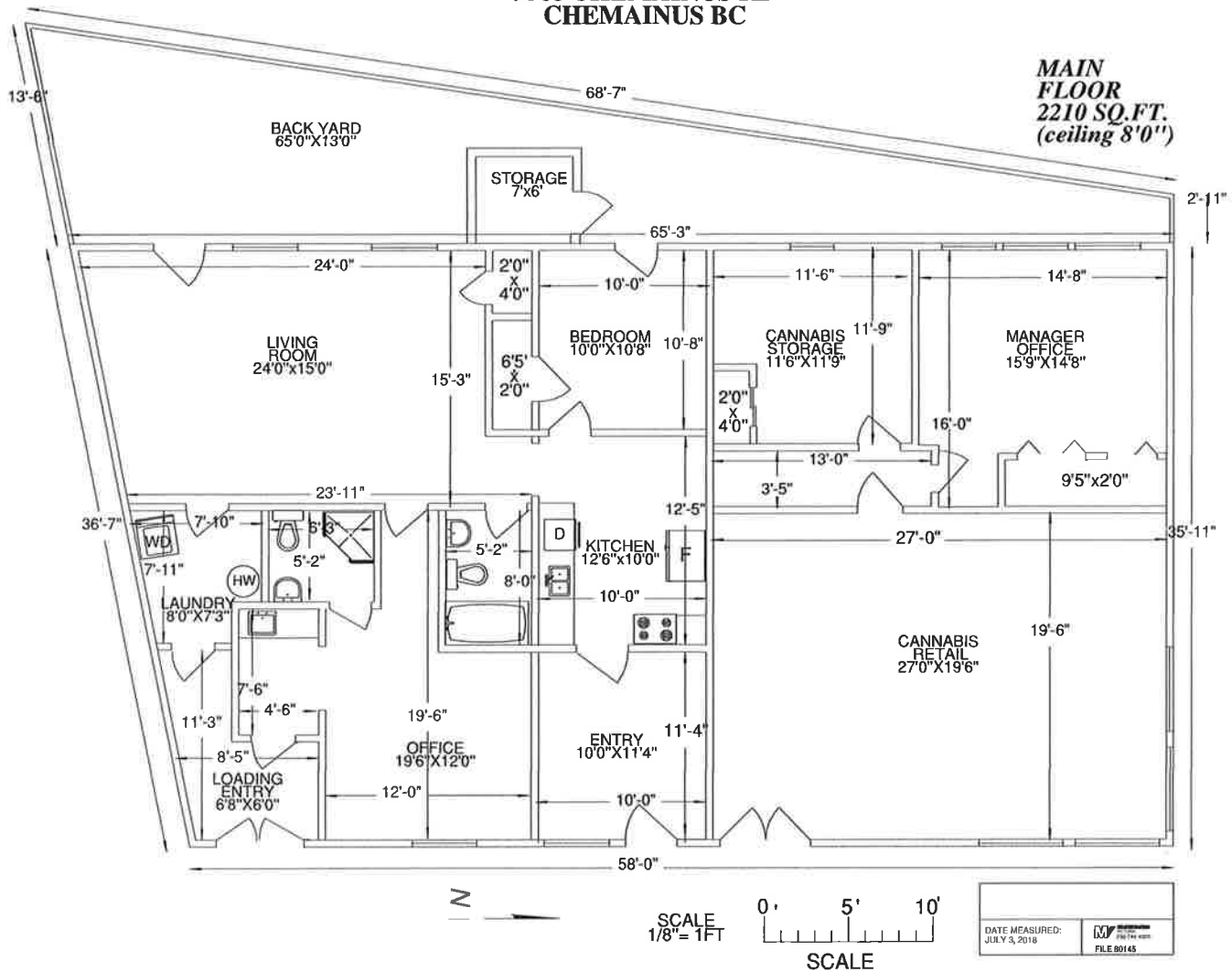
set back

set back

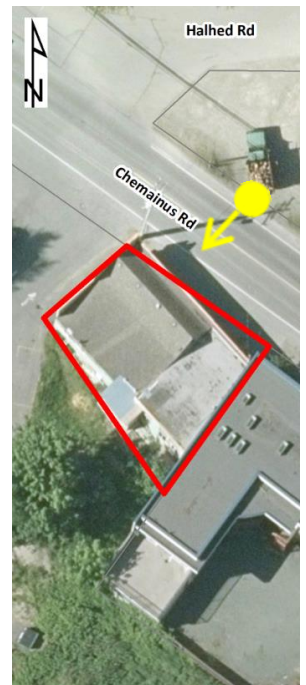
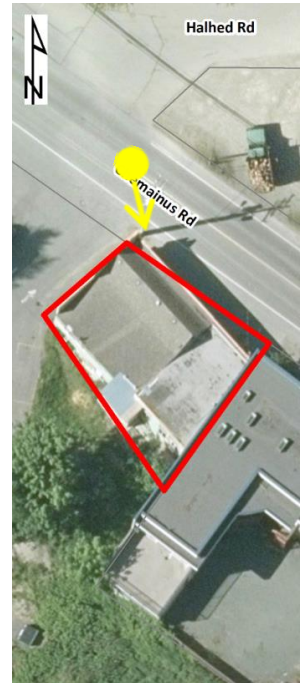
CHEMAINIUS ROAD

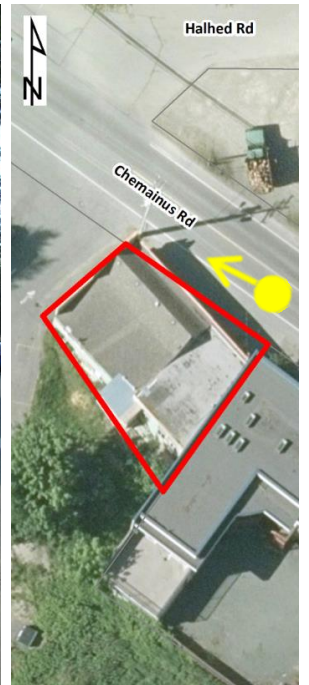
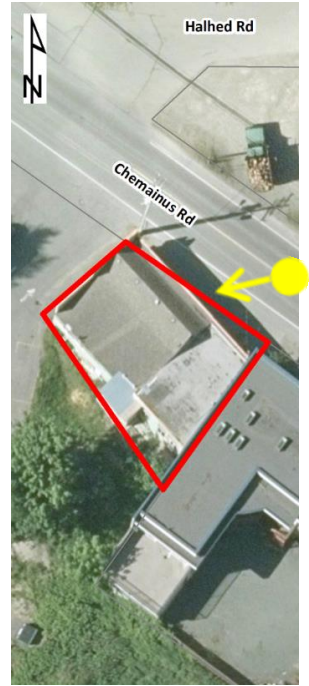
9568 CHEMAINUS RD
CHEMAINUS BC

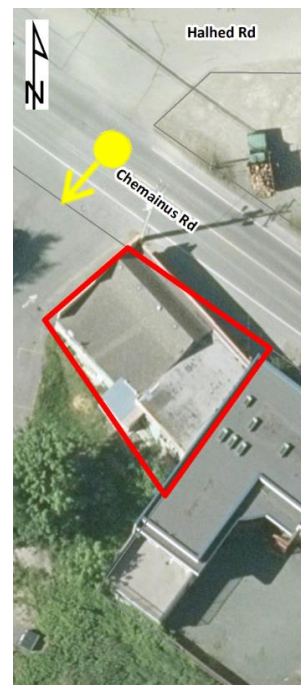
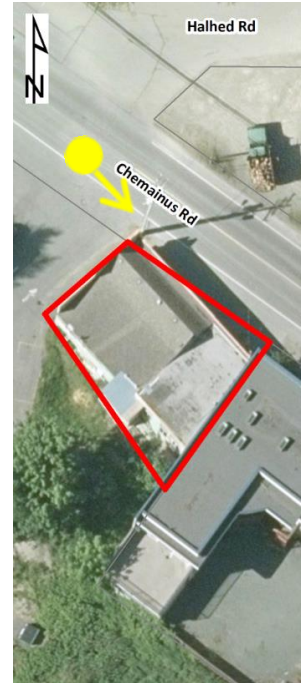
MAIN
FLOOR
2210 SQ.FT.
(ceiling 8'0")

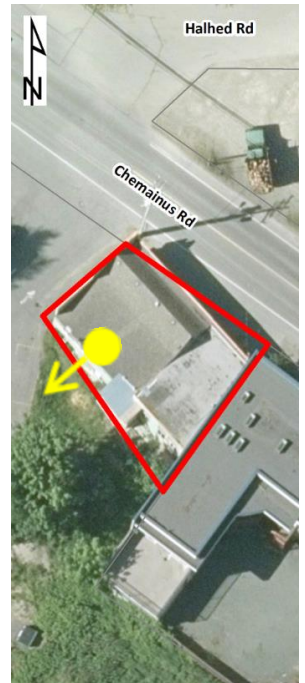


ATTACHMENT 7









Commercial General Zone (C2)**Permitted Uses**

- 69** (1) The permitted uses for the C2 zone are as follows:
- Accessory Dwelling Unit
 - Appliance and Small Equipment Repair
 - Bed and Breakfast
 - Bus Depot
 - Car Wash
 - Club
 - Commercial Cardlock Facility
 - Commercial School
 - Dry Cleaner
 - Entertainment Use
 - Financial Institution
 - Fitness Centre/Gymnasium
 - Funeral Parlour
 - Hairdresser
 - Home-Based Business
 - Hotel
 - Laundromat
 - Medical Laboratory
 - Mini-Warehousing
 - Mixed-use Building
 - Mobile Food Service
 - Night Club
 - Nursery
 - Office
 - Parking Use
 - Pub
 - Restaurant
 - Retail Lumber and Building Supply Yard
 - Retail of Motor Vehicle Parts and Accessories
 - Retail Store
 - Service Station
 - Single-Family Dwelling (subject to the provision of the R3 zone)
 - Tool Rental
 - Veterinary Clinic
 - Wholesale Store [BL3150, BL3657]

Minimum Lot Size

- (2) The minimum permitted lot size for the C2 zone is 560 m² (6,028 sq. ft.).

Minimum Frontage

- (3) The minimum permitted frontage for the C2 zone is 15 m (49.21').

Maximum Lot Coverage

- (4) The maximum permitted lot coverage for the C2 zone is 100% of the lot area, except such area as required for off-street parking and loading facilities, landscaping requirements, and fencing and highway setbacks.

Minimum Setbacks

- (5) There are no minimum setbacks for the C2 zone except:
 - (a) where the lot abuts residentially zoned land that yard which abuts the residentially zoned land shall be 3.0 m (9.84') in depth; and
 - (b) where the lot abuts an arterial highway the yard, front, shall be 4.5 m (15') in depth.

Maximum Building Height

- (6) The maximum permitted building heights for the C2 zone are as follows:
 - (a) Principal Building, 12.0 m (39.37')
 - (b) Accessory Building, 5.0 m (16.4')

COUNCIL POLICY: RETAIL CANNABIS SALES POLICY



Council Approval Date: January 16, 2019

Department: Development Services

Amended: July 17, 2019

1. PURPOSE

This policy outlines criteria that will be considered by North Cowichan Council as part of any Zoning Bylaw Amendment Application, Temporary Use Permit Application, or Liquor and Cannabis Regulation Branch referral for cannabis retail use.

This policy was established in response to the legalization of cannabis by the federal government. It is intended to address potentially adverse community impacts of retail cannabis sales, including inappropriate exposure of cannabis to minors and undesirable concentration of storefront cannabis retailers.

2. SCOPE

This policy is intended to guide Council when considering applications for rezoning or temporary use permit, as well as for provincial licensing referrals for retail cannabis sales. It is not intended to fetter Council's discretion when considering individual applications. Each application will be evaluated on its own merits.

3. DEFINITIONS

"applicant" means an applicant for an application that would allow for a retail cannabis sales at a particular location;

"retail cannabis sales" means premises where cannabis is sold or otherwise provided to a person who attends at the premises.

4. POLICY

Location

4.1 Retail cannabis use must be located on, or in close proximity to, a provincial highway, urban arterial road, or urban collector road; and in commercial areas, including areas zoned for retail use, or designated for commercial use in the Official Community Plan or Local Area Plan.

4.2 Only one retail cannabis sales storefront will be allowed per parcel.

4.3 *[Rescinded- July 17, 2019]*

4.4 *[Rescinded – July 17, 2019]*

Community Impact

- 4.5 Council will consider the impact of retail cannabis sales in proximity to public or independent elementary, middle or secondary schools, playgrounds, libraries, public recreation centres, public community centres, parks, places of worship, family-oriented facilities, or areas where children and youth frequent.

Application Process

- 4.6 The Municipality will not accept applications for proposals that are not associated with an application that has been accepted by the Liquor and Cannabis Regulation Board (LCRB).
- 4.7 Should the Municipality accept an application and then that application is cancelled or withdrawn from consideration by the LCRB, the Municipality will terminate the application process by giving the applicant the opportunity to withdraw the application, and subsequently recommending that Council reject the application.
- 4.8 All applicants are required to arrange and conduct an Information Meeting to provide residents and property owners within 60 m of the subject property with information about their application. A summary of the feedback received at the meeting will be incorporated as part of the staff report to Council.
- 4.9 The Municipality will refer all retail cannabis sales applications to School District #79, North Cowichan RCMP, and jurisdictional neighbours for up to 30 days to ensure that their comments are considered in Council's decision.
- 4.10 All applications for retail cannabis sales under this Policy shall be forwarded to registered or selected Community Associations, for information and comments they may wish to provide.

5. ROLES & RESPONSIBILITIES

Staff will include an analysis of each application's compliance with this Policy as part of the staff report to Council.



Royal Canadian Mounted Police Gendarmerie royale du Canada

Security Classification/Designation

Non-sensitive

OIC RCMP
6060 Canada Avenue
Duncan, BC
V9L 1V3

Your File

Municipality of North Cowichan
Att. Caroline von Schilling
7030 Trans-Canada Highway
Duncan, BC V9L 6A1
Canada

Our File

2020-1446

January 29, 2020

Dear Caroline,

RE: (ZB000124) Cannabis Retail 9568 Chemainus Road - Platinum Cannabis

Upon review of the application for a zoning amendment application for 9568 Chemainus Road, I have provided the following input as requested by the Municipality of North Cowichan.

The Zoning Amendment application for 9568 Chemainus Road is for a small commercial building fronting Chemainus Road. The building is located next to a liquor store and pub to the north with the Best Western Hotel across the street.

The North Cowichan/Duncan RCMP were not formally notified of this proposed business location, although there is not a formal requirement in place for them to report this to local police. There are no Police specific concerns with respect to the location itself.

However, there are considerable concerns with Platinum Cannabis and the applicants, Kyle CHEYNE and Charles PHILP given their recent history of illegal cannabis sales in North Cowichan. As such, the RCMP does not support this re-zoning application.

Platinum Cannabis previously operated under the name, Leaf Compassion, an illegal marijuana dispensary that operated at 9750 Chemainus Road. Despite numerous warnings from the RCMP and North Cowichan, the business continued to operate through 2016 to 2019. Two separate enforcement actions occurred at the business until an enforcement action and seizure in 2019 under the *Cannabis Control and Licensing Act* forced its closure.

In considering the above application, it is recommended that North Cowichan review these issues with your by-law officer, Rachel HASTINGS, for a detailed history with CHEYNE and Leaf Compassion/Platinum Cannabis.

If you have any further questions or concerns, please contact me.

Regards,


Chris Bear, Inspector
Officer in Charge
North Cowichan/Duncan RCMP

Caroline von Schilling
Development Planner, Planning Department
Development and Engineering Services
Caroline.vonschilling@northcowichan.ca

Re: Referral File ZB000124 – Revised Response

June 5, 2020

Dear Caroline,

We are in receipt of the referral dated January 21, 2020 regarding the cannabis retail sales zoning amendment application referral for 9568 Chemainus Road, located within Stz'uminus First Nation's traditional territory. As the economic development arm of Stz'uminus First Nation, we are responding on Stz'uminus' behalf to this referral.

After carefully reviewing this referral, we would like to point out the following areas of concern: Firstly, we are concerned with the nature of the proposed operation. According to the provided floor plan, the proponent is seeking to use the space of the current convenience store Carlo's for the purpose of a cannabis dispensary and living, both on the ground floor, which we feel is not the best option for this type of business.

Secondly, we have concerns from a regulatory perspective: is this the right kind of zoning to be used in this area? Are there any regulations and guidelines in place that ensure a responsible ownership? How will the operation be managed from a health and safety perspective and how will minors be protected? We feel that those are important questions that need to be addressed in consideration of the zoning amendment application.

We appreciate your consideration on this matter and hope that the District of Cowichan will make a decision that is in the best interests of all stakeholders.

Sincerely,



Ray Gauthier, CEO
Coast Salish Group



The Corporation of the District of North Cowichan
**Zoning Amendment Bylaw (Cannabis Sales – 9568 Chemainus
 Road), 2020**

Bylaw 3782

The Council of The Corporation of The District of North Cowichan enacts as follows:

Title

1. This Bylaw may be cited as "Zoning Amendment Bylaw (Cannabis Sales – 9568 Chemainus Road), 2020", No. 3782.

Amendment

2. Zoning Bylaw 1997, No. 2950, is amended by adding the following text as a new subsection after 40.7:

"40.8 Despite section 40.5, one cannabis retail store is permitted at 9568 Chemainus Road (PID: 025-199-919)."

READ a first time on

READ a second time on

Information meeting was held on the [date] day of [month], 2020

This bylaw was advertised in the Cowichan Valley Citizen on the [date] day of [month], 2020 and the [date] day of [month], 2020 and the municipality's website and notice board on the [date] day of [month], 2020

CONSIDERED at a Public Hearing on

READ a third time on

ADOPTED on

CORPORATE OFFICER

PRESIDING MEMBER

Report

Date June 17, 2020

Prospero No.SPP00071

To Council

Folio No. 05338-002

File No.

From Chris Hutton, Planner

Endorsed:



Subject Regulation of Cannabis Production Facilities in the Agricultural Land Reserve

Purpose

To provide policy or regulatory options to assess applications for non-soil-based cannabis production facilities on a case-by-case basis.

Background

On May 6, Council passed the following:

That Council direct staff to prepare a report on a policy and/or regulations to assess applications for non-soil-based cannabis production facilities on a case-by-case basis.

On May 8, 2019, the Agricultural Land Commission (ALC) clarified that, under the new legislation, all forms of cannabis production are considered a farm use, including cannabis grown inside buildings with concrete and other non-soil based floors (see ATTACHMENT 1.) This is a departure from the regulations introduced in July 2018 that limited cannabis production to being grown outdoors in a field, in a structure with a base entirely of soil, or a pre-existing structure or one under construction for crop production.

Previously, any proposed cannabis production that did not meet these conditions required a non-farm use application through the ALC. Under the new legislation, cannabis production in an industrial-type building with a concrete floor would be considered a farm use and would not need additional approval from the ALC.

This most recent change follows several years of evolving federal and provincial regulations, which have led to changes in how North Cowichan defines and regulates cannabis production. These changes are summarized below.

Timing	Regulatory Change	Government
July 2002	Medical cannabis legalized	Federal
January 2014	Medical cannabis production permitted in the ALR (added to Regulation in May 2015)	Provincial
April 2014	Medical cannabis regulations changed	Federal
October 2013	Defined medical cannabis production facilities added to the Zoning Bylaw and permitted in industrial zones	North Cowichan Zoning Bylaw Amendment

July 2017	Restricted cannabis production in the ALR and regulates siting, coverage, and height.	North Cowichan Zoning Bylaw Amendment
July 2018	Cannabis production designated as a farm use in the ALR in limited conditions	Provincial
May 2019	Cannabis production facility regulations amended to align with federal licensing definitions and expands micro-production to Service Commercial (C3) zone	North Cowichan Zoning Bylaw Amendment
February 2019	Cannabis production considered a farm use in the ALR without conditions	Provincial

The question of what ability and to what extent can Council regulate cannabis production in the ALR was explored extensively in 2017, when it adopted amendments to the Zoning Bylaw to regulate cannabis production to the greatest extent possible, while complying with guidelines provided by the Ministry of Agriculture.

Council also directed staff to “draft appropriate development permit guidelines for medical marijuana facilities and other intensive farming operations in the ALR for Council’s consideration.” This was seen as a more comprehensive look at seemingly similar concerns regarding large-scale agricultural production (e.g. chicken barns, greenhouses, mushroom farming structures, etc. have a similar impact).

This project was not initiated before the adoption of the 2020-2023 Council Strategic Plan. It could be further explored as a major theme of the action to “Update the Agricultural Implementation Plan and encourage the use of arable land.”

Discussion

The most recent change in legislation puts the responsibility on local governments to decide if or how to regulate cannabis production in the ALR in their communities. The Municipality can regulate farm uses provided it is consistent with the *ALC Act* and associated regulations.

In order to obtain the ability to assess non-soil-based cannabis production facilities, Council would first need to change the Zoning Bylaw to prohibit non-soil based cannabis production facilities. Following this, Council could consider a number of tools to aid in assessing cannabis production facilities.

Considerations for Cannabis Production

Several considerations should be made in exploring a possible rationale for further regulating cannabis production to identify which regulatory tools are appropriate.

Servicing & Utilities

Cannabis production facilities have significant and unique servicing requirements, particularly around energy, water, and wastewater. FortisBC indicates that cannabis production facilities have requested annual energy supplies of up to 22 megawatts for electricity and up to 300,000 gigajoules for natural gas. This level of demand far exceeds typical industrial or agricultural uses and may require substantial upgrades to bring the necessary utilities to properties intending to produce cannabis. For reference, 45% of Denver's increase in energy demand since the legalization of cannabis is for electricity to power cannabis facilities; Cannabis production also has higher water demand than many agricultural uses. It is estimated that a cannabis plant needs 22 litres of water per day while a wine grape plant needs 12 litres.

Effluent from cannabis production may contain growth nutrients, pesticides, brine, and other contaminants. Most properties in the ALR are not connected to the Municipality's sanitary sewer system and rely on septic systems for wastewater management.

Ancillary Uses

Processing of cannabis in the ALR falls under other farm product processing regulations defined in the ALR Use Regulation, namely that 50% of the farm product must be produced on the property or by a cooperative association to which the property owner belongs. Other uses ancillary to cannabis production could include agri-tourism, gatherings for events, and farm retail sales in accordance with the ALC regulations and the Zoning Bylaw.

It should be noted that cannabis production and processing is not considered a qualifying agricultural use for a property being classified as a farm by the BC Assessment Authority.

Some uses permitted under the ALR Use Regulation, such as agri-tourism and gatherings for events, require that a property be classified as a farm, which could be achieved with other agricultural uses.

Policy and Legislative Considerations:

Federal Licencing

All cannabis production, processing, and sales operations must have a licence from Health Canada, in addition to the required provincial and local approvals. As of May 2019, new applicants for federal licences must now have a fully built facility before submitting their application. This presents a risk that fully constructed facilities may not meet licencing requirements.

Minister of Agriculture's Advisory Committee for Revitalizing the ALR and the ALC

The Minister of Agriculture formed an independent committee in 2018 to provide recommendations to the provincial government to revitalize the ALR and the ALC. In its interim and final reports, the Committee identified cannabis as an item of significant concern for the protection of land in the ALR. Committee members heard from stakeholders and the public calling for restrictions on cannabis production in the ALR. Key concerns raised by the Committee include:

- Unknown impacts of a relatively new industry;
- Speculation of ALR land, increasing costs for farmers;
- Lack of knowledge about 'normal' cannabis production practices as it relates to farming; and,
- Proliferation of ancillary activities, including substantial processing facilities, agri-tourism, and farm retail sales.

The Committee's recommendation regarding cannabis in the ALR is found in ATTACHMENT 2.

OCP2011

Section 2.1.1 of the OCP addresses agriculture policy and direction. This section can be found in ATTACHMENT 3 and contains numerous guiding policies for Council's consideration in regulating cannabis production in the ALR.

Agricultural policy direction is to protect the agricultural land base, strengthen the economic vitality of farming, and promote the importance of local agriculture. Success in the agriculture sector is measured by stability or an increase in the number of farms and farm revenues.

The OCP acknowledges the importance of the ALR and seeks to protect it and other agricultural lands.

Strategic Agricultural Plan, 2001

The North Cowichan Strategic Agricultural Plan (SAP) was created in 2001. It was developed in concert with the development of OCP Bylaw 2002 and is the product of an issues identification process, led by a steering committee, and extensive policy and background reviews and public and industry engagement.

The plan centres on a vision statement:

The Vision:

The agricultural sector in the Cowichan Valley will be healthy economically, socially and environmentally. It will consist of a medium scale farm component that markets through traditional commodity systems, and a small-scale farm component that markets both basic production and value added products to local and regional markets. The industry will be noted for its diversity and its support for, and from the community.

This vision is expressed through six strategic goals:

GOAL 1: Improve the Planning Framework for Agriculture
GOAL 2: Support and Enhance Small Farm Sector
GOAL 3: Expand Local Marketing Opportunities
GOAL 4: Improve Communications with the Community
GOAL 5: Improve Land and Water Stewardship, Conservation and Management
GOAL 6: Reduce Cost and Regulatory Barriers

The 2001 plan does not address cannabis production. Still, the vision and strategic goals do provide some guidance in considering the varying and sometimes competing interests that Council might consider in determining how to move forward in regulating cannabis production.

Council Strategic Plan

Council has established through its Strategic Plan, a direction to review the SAP to encourage the use of arable land. This project has not been initiated, but the work will require consultation with the producers, agricultural sector stakeholders, and residents to identify attitudes towards emerging topics that affect agriculture.

A revised SAP could provide a stronger policy rationale to safely facilitate a particular scale of cannabis production in appropriate siting's within the ALR. Regardless of what action, if any, Council takes, the emergence of cannabis production will likely be a topic of interest in this process.

Current Regulations

Zoning Bylaw

As part of the zoning changes adopted in summer 2017, a property used for cannabis production in the ALR must adhere to the requirements referenced in this excerpt from the Zoning Bylaw:

Cannabis Production Facility

- 40.3** (1) Subject to subsection (2), an ALR cannabis production facility is an additional permitted use on land in the Agricultural (A1) or Rural (A2) zones. [BL3741]
- (2) An ALR cannabis production facility under subsection (1) must
- (a) be setback a minimum of
 - (i) 30 m from a watercourse,
 - (ii) 15 m from property lines,
 - (iii) 30 m from residentially-zoned land, where a minimum 15 m buffer is provided on the adjacent residentially-zoned land,
 - (iv) 60 m from residentially-zoned land, where no minimum 15 m buffer is provided on the adjacent residentially-zoned land,
 - (v) 100 m from the urban containment boundary established in the Official Community Plan,
 - (vi) 100 m from the Agricultural Land Reserve boundary, and
 - (vii) 150 m from land dedicated, zoned, or otherwise identified as public parkland, Public Use (PU) Zone, or Public Conservation (PC) Zone;
 - (b) have a maximum lot coverage of 35%; and
 - (c) have a maximum building height of 15 m. [BL3597; BL3741]

These standards reflect the 2017 Zoning Bylaw Amendment to restrict cannabis production to the greatest extent possible at that time.

The May 2019 amendments to cannabis production replaced the broad use definition, "medical marihuana" to "cannabis production facility," "micro-cannabis production facility," and "ALR cannabis production facility." It is an untested assumption that local governments are not permitted to regulate by licensing type in the ALR.

Options

Given the concern expressed about cannabis production facilities and their resource needs, the orderly and efficient use of ALR lands must address many variables, including soil quality and impacts on neighbouring parcels in and out of the ALR.

Other factors to consider when determining a minimum impact on the agricultural land base include access, concentration on existing "home-plate" development, as well as security and other requirements in the permitting process for cannabis production facilities.

Option 1: Allow All Forms of Cannabis Production

This option would be taking no action. Only the existing development regulations for siting, setbacks, site coverage, etc. for structures related to cannabis production and processing already in the Zoning Bylaw would apply.

This option would allow producers to pursue any form of cannabis production license. Some small-scale producers have expressed an interest in this option to supplement farm income, but there would be no control over the licensing type or siting beyond existing zoning regulations.

This also opens up opportunities for cannabis-related agri-tourism activities and processing facilities in the ALR. For example, North Cowichan would have limited oversight over gatherings for events, tourist accommodations (e.g., bed and breakfasts, short-term rentals), and agri-tourism activities catering to cannabis tourism.

Option 2: Limit Cannabis Production to Soil-Based Production Only as per the ALR Use Regulation – Recommended Option

This option would generally restrict cannabis production in the ALR to those identified in section 8 of the ALR Use Regulation: soil-based production outdoors in a field, in a structure with a base entirely of soil, or in a pre-existing structure constructed for crop production. This option provides an additional layer of regulation that was not available when the 2017 amendments were made.

Executing this option will require defining soil-based structures and determining the appropriate regulations. Few structures meet the requirement to have a base consisting entirely of soil, as this includes both footings and foundation.

Council might also consider that a soil-based structure does not mean the crop is being grown in native soil, and this could include production scenarios where cannabis is grown in planters or other means that are outside of the regulatory intent for soil-based cannabis production to take place on productive agricultural land.

If cannabis production were limited to soil-based production only, property owners would still have the option to apply for a zoning amendment to permit other forms of cannabis production.

Develop a Non-Soil-Based ALR Cannabis Production Facilities Policy

An additional option to assessing non-soil-based production facilities would be to consider development of a guiding Council Policy. Such a policy would be similar to the Cannabis Retail Sales Policy, and used to provide guidance to Council, staff, and prospective cannabis producers in determining site suitability in rezoning applications. If of the policy options, this policy could serve those as well.

Policies on their own are limited in their ability to require suitable development approval information and to provide clarity around siting, if they are applied only to rezoning's. Additionally, there would be less clarity around servicing plans and building siting. The result would likely be a strong reliance on covenants and other mitigative tools applied at rezoning.

Option 3: Require Development Permitting and Development Approval Information for Cannabis Production in the ALR

Council asked staff to draft appropriate development permit guidelines for cannabis production and other intensive farming operations in the ALR for Council's consideration, in 2017. A development permit area (DPA) is the most robust tool for site planning of development to ensure that it respects farmland and farming practices. DPAs allow site-specific requirements for development over and above basic zoning regulations.

In addition, a well-crafted DPA can provide clear direction to Council, staff, and producers on when development approval information (DAI) should be required to aid in sound consideration of the merits of a given agricultural site for cannabis production development.

Creation of a DPA/DAI regulatory scheme on ALR lands for cannabis production facilities could address such matters of public interest by requiring the provision of:

- an agrologist report to demonstrate that the proposal minimizes impact on high-quality soils, addresses edge planning concerns, and follows best practices for agricultural site planning;
- hydro-geologist reports to ensure sufficient availability and protection of groundwater sources and identifying development impacts; and,
- that access to services and run-off has a minimal tertiary impact on quality agricultural lands.

Applicants could be required to provide detailed plans for items such as servicing (e.g., hydro, water, and wastewater), scale of production, ancillary uses, parking, and site context to be considered. The specific details of a proposal could be reviewed against North Cowichan policies, guidelines, and regulations.

It is strongly recommended that consideration of creating an ALR Cannabis DPA be deferred until after the Strategic Agricultural Plan review has been completed to better inform such a regulation.

Conclusion

Regulation of cannabis production in the ALR is somewhat challenging, given the dynamic regulatory environment at senior level governments. Locally, there is an opportunity now to consider moving ahead with Option 2 and considering further action related to Option 3 in the future.

- The Official Community Plan Update will provide current, broad agricultural policy based on community input;
- Review of the 19-year-old Strategic Agricultural Plan is anticipated in 2021. It would be the best opportunity to explore effective, supportable approaches to protecting farmland and making space for best practices in cannabis production development.
- The “start-up” period in cannabis manufacturing has largely passed at the national and local scale, and large-scale producers have moved primarily to inventory management. This means a softer market for cannabis production in general.

For this reason, staff recommend Option 2 above and allow the community to focus strategically on agricultural planning in the Strategic Agriculture Plan review, including cannabis production.

Recommendation

That Council direct staff to draft zoning regulations to limit cannabis production to soil-based production only in accordance with the ALR use regulation.

Further that Council direct staff to draft a Non-Soil-Based ALR Cannabis Production Facility Council Policy for Council’s consideration.

Attachments:

1. Information Bulletin 04 (Cannabis Production in the ALR), May 8, 2019
2. Minister of Agriculture’s Advisory Committee for Revitalizing the ALR and the ALC Cannabis Recommendation
3. Section 2.1.1 of the North Cowichan Official Community Plan



INFORMATION BULLETIN 04

CANNABIS PRODUCTION IN THE ALR

Revised: May 8, 2019
Issued: August 15, 2018

1. SCOPE OF THIS INFORMATION BULLETIN

This information bulletin provides guidance to assist in interpreting the *Agricultural Land Commission Act*, S.B.C. 2002, c. 36 (**ALCA**) and regulations in relation to cannabis production in the Agricultural Land Reserve (**ALR**). The ALCA and regulations will govern if inconsistent with this bulletin.

This information bulletin is directed only to interpretation of the ALCA and regulations. Compliance with the ALCA and regulations in relation to cannabis does not relieve persons from the need to comply with all other applicable laws, regulations and bylaws at the federal, provincial and local government levels.

2. RECENT CHANGES TO STATUTE AND REGULATIONS

Effective February 22, 2019, the ALCA and the Agricultural Land Reserve Use, Subdivision and Procedure Regulation (now the **ALR General Regulation**) were amended and the Agricultural Land Reserve Use Regulation (the **ALR Use Regulation**) was created. Though many concepts contained in the ALCA and regulations remain unchanged, there have been changes related to the use of ALR land for cannabis production. All references in this information bulletin to the ALCA and regulations are as of February 22, 2019, unless otherwise stated.

3. WHETHER CANNABIS PRODUCTION IS A FARM USE

In the past, certain forms of cannabis production, but not others, had been “designated” as farm use by regulation. This was the practice followed when s. 2(2.5) of the former regulation was introduced in July 2018. The fact that certain production required “designation” to be a farm use suggested that non-designated forms of cannabis production:

- were not a farm use; and
- as such, could only be engaged in if the Agricultural Land Commission (the **Commission**) approved a non-farm use application specific to that use.

On February 22, 2019, s. 2(2.5) of the former regulation was repealed and the ALR Use Regulation was created. The ALR Use Regulation addresses cannabis production in s. 8, in a part of the ALR Use Regulation that is entitled “Farm Uses”, and no longer “designates” a

subset of cannabis production as farm use. This regulatory change clarifies that all forms of cannabis production are a “farm use”.

Because all forms of cannabis production are a “farm use”, cannabis production in the ALR does not contravene the ALCA even if engaged in without the Commission’s approval.

However:

- the ALR Use Regulation specifically allows local governments to prohibit cannabis production in certain forms (see section A of this bulletin); **AND**
- certain other activities associated with cannabis production, such as fill placement or soil removal, may still require proponents to engage with the Commission (see section B of this bulletin).

A. Local Government Authority To Prohibit

Local governments play a significant role in determining what kind of cannabis production occurs in their community.

Local governments may regulate or prohibit certain kinds of cannabis production, though may not prohibit all forms of cannabis production.

Section 8 of the ALR Use Regulation provides:

- (1) The use of agricultural land for producing cannabis lawfully may not be prohibited as described in section 4 if the cannabis is produced
 - (a) outdoors in a field, or
 - (b) inside a structure that, subject to subsection (2), has a base consisting entirely of soil.
- (2) The use of agricultural land for producing cannabis lawfully may not be prohibited as described in section 4 if the cannabis is produced inside a structure that meets both of the following conditions:
 - (a) the structure was, before July 13, 2018,
 - (i) constructed for the purpose of growing crops inside it, including but not limited to producing cannabis lawfully, or
 - (ii) under construction for the purpose referred to in subparagraph (i), if that construction
 - (A) was being conducted in accordance with all applicable authorizations and enactments, and

- (B) continues without interruption from the date it began until the date the structure is completed, other than work stoppages considered reasonable in the building industry;
- (b) the structure has not been altered since July 13, 2018 to increase the size of its base or to change the material used as its base.

Section 4 of the ALR Use Regulation provides:

The farm uses referred to in this Part [which includes s. 8] may not be prohibited

- (a) by a local government enactment except a bylaw under section 552 [*farming area bylaws*] of the *Local Government Act*, or
- (b) by a first nation government law, if the activity is conducted on settlement lands.

B. Placing Fill In, And Removing Soil From, The ALR

There are strict rules regarding placement of fill in the ALR and removal of soil from the ALR, **even when necessary for a farm use**, unless limited exceptions are met.

- Q. *Do the rules on placement of fill in the ALR and removal of soil from the ALR apply to the construction of structures intended to be used for the production of cannabis?*
- A. *Yes. These rules are found in ss. 35-36 of the ALR Use Regulation and apply generally, to the construction of structures for the production of cannabis, subject only to the limited exceptions summarized below.*

Typically even where the fill placement or soil removal is for cannabis production, successful completion of a notice of intent and/or use application process is required before the activity can proceed. This is so unless all of the following conditions are met:

- the fill placement or soil removal are for the purpose of constructing a structure for farm use; AND
- the total area from which the soil is removed or on which fill is placed is 1,000 m² or less; AND
- if the area from which the soil is removed or on which the fill is placed is in a floodplain, the resulting elevation level is consistent with the minimum elevation level established under all applicable local government enactments and first nation government laws, if any, respecting flood protection in the floodplain; AND
- the fill **is not, and does not contain**, construction or demolition waste (including masonry rubble, concrete, cement, rebar, drywall and wood waste), asphalt, glass,

synthetic polymers, treated wood, or unchipped lumber, as none of these may be used as fill in the ALR: ALR Use Regulation, ss. 35-36.

See the Commission's Information Bulletin #7 – Soil or Fill Use in the ALR for more information.

4. CONSTRUCTION, MAINTENANCE AND OPERATION OF STRUCTURES NECESSARY FOR FARM USE

Subject to any limits and conditions set out in Part 2 of the ALR Use Regulation, the use of land in the ALR to construct, maintain or operate a structure (including a greenhouse), driveway or utility that is necessary for a farm use is designated as a farm use: ALR Use Regulation, s. 5. A designated farm use may be undertaken without making a use application to the Commission.

Q. What does “subject to any limits and conditions set out in Part 2 of the ALR Use Regulation” mean for the construction of structures intended to be used for cannabis production?

A. The construction of structures for cannabis production are limited by the specific limitations for cannabis production set out at s. 8 of the ALR Use Regulation.

In determining whether an activity is “necessary” for a farm use, consideration must be given to whether the nature and size of the activity is proportionate to the farm use. If a landowner claims that an activity is “necessary” for a farm use that has not yet commenced, issues may arise in respect of whether the proposed use is in fact going to occur, and whether the nature and size of activity characterized as “necessary” will in fact be necessary to that use.

5. STORING, PACKING, PREPARING AND PROCESSING FARM PRODUCTS

The ALR Use Regulation refers to certain other activities potentially related to cannabis that local governments may not prohibit, but may regulate, as described in s. 4 of the ALR Use Regulation, such as certain storing, packing, preparing and processing uses set out in s. 11.

The use of land in the ALR for storing, packing, preparing and processing farm products is designated as a farm use, and as such may be undertaken without application to the Commission, if at least 50% of the farm product is (a) produced either on that agricultural land or by an association (as that term is used in the *Cooperative Association Act*) to which the owner of the agricultural land belongs, or (b) feed required for farm use on that agricultural land: ALR Use Regulation, s. 11(2).



RECOMMENDATION 15:

Protect the ALR from anticipated significant impacts of federal cannabis legalization:

1. Establish an immediate provincial moratorium on all non-soil bound cannabis production facilities in the ALR
2. Provide the ALC with authority to consider all cannabis-related applications and to establish criteria for limits throughout the ALR
3. Review and clarify the recently adopted regulation for cannabis production in the ALR.

Issue/Rationale:

The Committee did not include cannabis facilities in the ALR as part of their public engagement exercise, nor was cannabis production facility location identified as a question during the provincial government's 2017 public engagement on cannabis. The Committee recognizes that the Minister of Agriculture recused herself from provincial cannabis-related decisions. The Committee, however, is committed to bringing this key ALR-related concern to the Province's attention.

The Committee heard strong support from stakeholders and the public for significant restrictions - including an outright ban - on cannabis production in the ALR. Further, in early July 2018, the Union of BC Municipalities (UBCM) requested that the provincial government establish a moratorium on the use of agricultural land to grow cannabis until there is a comprehensive review and consultation with local governments.

The Committee's interim recommendations on cannabis production in the ALR (Interim Committee Report, July 31, 2018) reflected unsolicited and significant concerns raised during its consultations. The Interim Report recommended steps to regulate cannabis production in the ALR. These steps included: a moratorium on all non-soil bound cannabis production facilities in the ALR pending a provincial level analysis of impacts; following the analysis, enabling the ALC to establish

rules/criteria for cannabis production in the ALR; and permitting production of cannabis only through an application to the ALC.

On July 13, 2018, just prior to the receipt of the Committee's Interim Report, Government adopted regulations that permitted the production of soil bound cannabis in the ALR. The known and unknown impacts of this new use in the ALR continue to be a concern and the Committee continues to recommend that the new regulation requires significant review.

Cannabis is a new and relatively unknown industry supported by substantial capital investment. The potential impacts of the cannabis industry on the ALR are likely to be significant and are not yet fully understood. The projected impacts of the recreational cannabis industry on the ALR may be substantial due to the number and scale of the industrial structures (often in excess of 1,000,000 ft²) both in place and proposed. Additionally, cannabis companies may experience an initial boom and bust cycle, which could result in large industrial structures being abandoned in the ALR, thus alienating the use of the land for soil based agriculture and potentially being re-purposed for generic industrial uses.

Advertisements for the sale of ALR land, and general inquiries made to local governments, suggest there is significant speculation surrounding cannabis production in the ALR. ALR land is generally less expensive than industrial zoned land and is therefore a target for this well-funded industry. The Committee believes the purpose of the ALR is not to provide cheap land in order for cannabis-producing, multi-national company headquarters to establish large industrial scale processing and manufacturing facilities, with associated infrastructure (e.g., large parking areas).

The Committee is recommending a precautionary approach to the construction of large scale, highly specialized cannabis facilities in the ALR. The approach is vital to ensuring the ALR is not dominated by very large industrial structures – growing a high value crop in a potentially volatile market – to the detriment of other agricultural commodities that could well be priced out of the land market. Provincial-level analysis is important to understand the nature of emerging and anticipated risk. A precautionary approach, especially while the industry is establishing itself and which utilizes the ALC application process, will assist in protecting the future of the ALR. The Committee is concerned that large areas of high capability farmland could be permanently converted to industrial scale cannabis operations, operations which are essentially industrial uses and which could be located anywhere outside the ALR.

The current Regulation under the Act, amended to address cannabis production, restricts cannabis production in the ALR to “soil based” facilities. It is important to note, however, that the amendments were enacted prior to the publication of supporting government policy and guidelines, and the interpretation of what constitutes a “soil based” facility presents many challenges for the ALC and local governments and this continues to be the case today (Fall, 2018). As the industry is so new and the federal legislation is actively evolving, there is not enough established knowledge about normal cannabis farm practices, scale of operations, appropriate ancillary activities (e.g., agri-tourism and gathering for events), processing requirements, etc. in order for ALC staff to adequately assess whether a proposed facility meets the intent of the regulation. The regulation speaks specifically to production and makes no reference to limits on the amount of land covered for the storing, packing, preparing or processing of cannabis. In addition, there seems to be an interest by some aspects of the industry to go beyond primary production and processing and eventually develop a cannabis retreat and spa infrastructure. This type of ancillary development, while not (to the knowledge of the Committee) currently contemplated by the federal and provincial legislation, is an aspect of the industry that could have a large impact on the ALR, and should proactively be addressed in an ALR regulation.

The Committee further understands that the industry may be considering approaches that will avoid the intent of the amended regulations. If successful, these efforts may in fact undermine the original intent of the amendments of July 13, 2018.

While the Committee considers Government's current Regulation to be well-intended, the lack of detail, unintended consequences, and limited analysis related to the potential response to this Regulation has placed the ALC in a difficult position. The Committee believes the Regulation must be further refined to achieve Government's intended policy. We recommend the ALC and Government collaborate to clarify the type and scale of cannabis production structures deemed appropriate within the ALR. The ALC is an administrative tribunal whose Commissioners are selected by Government to make land use decisions based on their general expertise in agriculture. As such, the Committee suggests the ALC is the most appropriate adjudicative body to ascertain the appropriate location and scale of cannabis production in the ALR.

Actions:

- 1. Direct facilities for lawful cannabis not grown in a field to seek approval through the ALC application process to allow greater understanding and analysis of the impacts of the industry**
 - 2. Require notification to the ALC when an application for a federal cannabis production license is submitted for lands in the ALR**
 - 3. In consultation with the ALC, ensure the Regulation, to the extent possible, does not enable opportunities for avoiding the intent of the Government**
 - 4. Prepare policy related direction regarding the difference between processing and manufacturing to the eventual expansion of the cannabis industry to include tertiary products infused with cannabis compounds**
 - 5. Provide direction on meeting the federal Health Canada requirements while meeting the intent of the provincial Regulation with respect to processing**
 - 6. Identify which other permitted uses lawful cannabis producers may avail themselves of and to what scale if considered a 'farm use' under the Regulation, e.g., retail sales, agri-tourism, gathering for events, etc.**
 - 7. Include lawful cannabis storing, packing, preparing and processing in the recommended 2% site coverage threshold (Maximum Cumulative Footprint) in Recommendation 14.**
-

The Municipality plans to sustain North Cowichan's rural setting by continuing to implement policies that reduce development pressures on rural landscapes (e.g., careful growth management, buffering and waterfront protection policies), and that support the working landscape while protecting sensitive ecosystems.

2.1.1 Agriculture

North Cowichan envisions an agricultural sector that is economically, socially and environmentally healthy. Key challenges to agriculture include the current low rate of return on investment, the high price of land (driven in part by land speculation), lack of access to water to support crop production, and inadequate agricultural drainage on potentially productive valley bottom soils. This combination challenges the economics of farming as an industry or as a lifestyle choice. Recent trends show the decline in the number of larger farms and increase in the numbers of smaller farms. Whether or not this continues depends partly on provincial policies governing farm status determination (with attendant tax consequences) and partly on trends related to the pricing of farm inputs and regulatory changes.

Recent concerns about food security have increased public support for locally produced food. At the same time, imported food is becoming more expensive as a result of increases in transportation and other energy costs. A concurrent trend is an increase in agri-tourism, which provides farmers with opportunities to increase their on-farm income generation opportunities, and provides consumers with an opportunity to understand agriculture better.

Because of these trends and challenges, the Municipality must stay flexible in order to support agriculture effectively as a possible future economic engine for the region, and to ensure the agricultural land base stays protected.

Objective

Sustain and increase agricultural activity through policies that support and strengthen the role of agriculture in North Cowichan's social and economic fabric, enhance food security through greater support for farmers, and protect the agricultural land base.

Progress will be measured by⁴:

- Number of properties with farm status in North Cowichan,
- Farm revenues (as proxy for productivity),
- Number of applications for Agricultural Land Reserve (ALR) exclusion or non-agricultural development.

⁴ The CVRD's State of the Environment report uses the following indicators: local food production (food security); farm land (total available and percentage in use); farm size and productivity; and crop/livestock diversity.

Policy Direction/Commitment

The Municipality will:

- Protect the agricultural land base,
- Strengthen the economic vitality of farming,
- Promote the importance of local agriculture.

See also Municipal Management (3.2.3).

Protect the agricultural land base	
2.1.1.1 The Municipality will continue to implement its Strategic Agricultural Plan as a supplement to the Official Community Plan.	
2.1.1.2 The Municipality will protect Agricultural Land Reserve (ALR) and other agricultural lands from inappropriate development.	
a)	The Municipality recognizes the authority and jurisdiction of the Agricultural Land Commission (ALC) over lands within the ALR; will comply with the BC Farm Practices Protection (Right to Farm) legislation; and commits to working with the ALC on agricultural planning, policy and enforcement issues and on dealing with applications for land use change within the ALR.
b)	The Municipality does not generally support exclusion of agricultural lands from the ALR and subdivision of ALR lands (including homesite severances) unless there is no net loss of ALR lands, and a net benefit to agriculture can be clearly demonstrated. [BL3492]
c)	The Municipality will require all ALC applications for exclusions, subdivision and non-farm use to show documentation (e.g., soil suitability analysis results, environmental farm management plan) to indicate why the application is necessary or appropriate.
d)	Where upzoning, non-farm use, subdivision or exclusion from the ALR has been approved and results in significant benefit accruing to the landowner, the Municipality will require the landowner to contribute to a municipal reserve fund, to be used for the benefit of agriculture.
e)	The Municipality will not support unauthorized use of ALR land for non-farm purposes. Where ALR lands have been damaged and cannot be restored for agriculture, the Municipality will seek a penalty that is based on the extent of the damage or contravention. Proceeds from these penalties will be deposited into the municipal reserve fund for the benefit of agriculture.

f)	To protect the integrity of farmland and minimize the footprint of housing and farm buildings on agricultural lands, the Municipality will encourage innovations in the layout of new on-farm buildings (residential, accessory, and principal farm buildings).
g)	<p>On farms at least 6 hectares [15 acres] in size, the Municipality may consider permitting the clustering of residential buildings where:</p> <ul style="list-style-type: none"> • it supports the agricultural use of the property; • it will preserve or protect an environmental feature; • driveway access, parking areas and utilities are generally shared; • the total compound area is less than 1/5 of parcel size; • the positioning and design complements the rural character of the immediate area; • tenure options are limited to rental, building-based strata or, under limited circumstances, bare land strata; and • the ALC has granted approval.
h)	With the approval of the ALC, and where appropriate, agricultural soils removed as part of municipal operations and capital programs will be offered to operating farms in North Cowichan.
2.1.1.3 The Municipality will prevent sprawl into rural areas.	
a)	The Municipality will not permit urban land use and development beyond the urban containment boundary. [See also Section 2.1.5, Growth Management.]
b)	Where proposed development abuts the ALR along the urban containment boundary (UCB), the first priority will be to protect agricultural activity from negative urban influences through the use of such mechanisms as establishing buffers, registering restrictive covenants, and requiring development permits.
c)	All properties within North Cowichan's Urban Containment Boundary that abut the ALR are designated as Development Permit Areas under Section 919.1 of the <i>Local Government Act</i> for the purposes of protecting farming. Where properties cannot provide a 30 m buffer (a minimum of 15m vegetated buffer and 15 m setback for principal buildings), a Development Permit shall be required and will be evaluated on the basis of the <i>Development Permit Guidelines</i> for Development Permit Area 5 (Farm Land Protection). See Map 12.

d)	All properties within the ALR are designated as Development Permit Areas under Section 919.1 of the <i>Local Government Act</i> for the purposes of protecting farming. Where any new development related to the residential use (principal or accessory) on the property is proposed a development permit is required unless otherwise exempt and the development will be evaluated on the basis of the <i>Development Permit Guidelines</i> for Development Permit Area 5 (Farm Land Protection). See Map 2.
Strengthen the economic vitality of farming	
2.1.1.4 The Municipality will take a regional approach to protecting, enhancing and supporting agriculture, working with other jurisdictions to resolve common issues that interfere with the economic vitality of farming. Such issues include drainage problems and the need for irrigation water to promote food production.	
2.1.1.5 The Municipality will assist with connecting potential farmers to land.	
2.1.1.6 The Municipality will work to remove barriers to economic viability for farmers by supporting direct marketing opportunities, innovations in agricultural product development, and the development of food processing and/or storage at a commercial scale.	
2.1.1.7 The Municipality will permit non-agricultural activities as “home occupations” on small agricultural holdings where it is necessary to enable a second income in support of the primary agricultural activity.	
Promote the importance of local agriculture	
2.1.1.8 It is a municipal priority that North Cowichan’s urban residents understand the contributions of agriculture to North Cowichan’s quality of life, and that we ensure that the Municipality understands the concerns of farmers.	
2.1.1.9 As part of its commitment to food security, the Municipality will strive to reduce regulatory barriers to increased agricultural and food production.	

2.1.2 Forestry

Maintaining thriving, healthy forests – whether used for timber or non-timber harvesting, recreation or wildlife habitat – is essential if the Municipality is to achieve its goals of preserving the rural setting while providing for economic activity. Forests also have a potential role in the sequestration of carbon, and could contribute to climate change mitigation through cap-and-trade programs. Forest lands are also essential for conserving water and soil quality, air quality, biodiversity and wildlife habitat. Policies for forest management must account for these values and also deal with practical issues such as fire prevention. If converted to other uses, private forest lands within and adjacent to North Cowichan could significantly influence municipal land-use and growth patterns.

Report

Date June 17, 2020

File: 5280-20-CAEP

To Council

From Shaun Chadburn, Environmental Programs Coordinator

Endorsed:



Subject "Clean BC Better Homes" Program Overview

Purpose

To provide Council with an overview of the "Clean BC Better Homes" program and to seek Council approval to enroll in the rebate program and offer additional municipal incentives.

Background

This report is in response to the following motion made at the March 4, 2020, Regular Council meeting:

"That Council direct staff to prepare a report on a rebate policy focused on renovations to existing dwellings."

Discussion

The Provincial Government recently invited the Municipality to participate in the "Clean BC Better Homes" Rebate Program (www.betterhomesbc.ca). The main goal of the Better Homes program is to reduce greenhouse gas (GHG) emissions in the residential housing sector. It is focused on replacing fossil fuel heating systems with high-efficiency air-source heat pumps. The program offers provincially funded rebates for homeowners to improve their building envelope, heating systems and electrical service (if required).

Although the rebates are available to all homeowners in BC, the provincial government is encouraging municipalities to provide additional top-up incentives to increase uptake in their jurisdiction. Municipal partners can determine what types of additional rebates they want to offer to the homeowners within their jurisdiction. A major benefit of enrolling in this program is that the Provincial Government staff handle all the administration and distribution of incentives on behalf of the Municipality. Furthermore, the province completes targeted social media campaigns as well as engagement with local contractors.

Staff recently participated in a workshop hosted by 'City Green Solutions' to learn about "Transition 2050," a project aimed at accelerating residential retrofits across Vancouver Island by creating promotional materials (Digital, Print and Social Media templates etc.) for the Clean BC Program as well as policy templates and staff training for accelerating residential home retrofits. The Municipality would have free access to these resources, which would further reduce administration time associated with improving the overall efficiency of North Cowichan's existing housing stock and reducing GHG emissions. The Cowichan Valley Regional District and the City of Duncan also participated in the workshop.

Transition 2050 and the Clean BC Better Homes program directly tie in with the anticipated greenhouse gas reduction strategies that will be recommended by the consultant working on the Climate Action Plan Modelling. If Council directs staff to join the program before August 2020, the Municipality could be offering top-up incentives as early as October of 2020.

A comparison of municipal partner's incentive choices and funding amounts are shown below and the "Municipal Top-up Overview" document is provided as an attachment to provide further information as well as frequently asked questions.

Municipal Top-ups	Vancouver	Victoria	Saanich	Capital Reg. District	Comox Valley	Campbell River	Powell River	Richmond	North Vancouver	Whistler	Kamloops	Kelowna
Fuel Switch Heat Pump												
\$350		\$350	\$350	\$350	\$350	\$350	\$350					
\$2,000	\$2,000								\$2,000	\$2,000		
\$6,000	\$6,000											
EnerGuide Home Evaluation												
\$150	\$150		\$150		\$150	\$150		\$150	\$150		\$150	\$150
Electric Service Upgrade												
\$500	\$500		\$500				\$500		\$500	\$500		
Heat Pump Water Heater												
\$350			\$350				\$350					
\$1,000	\$1,000								\$1,000	\$1,000		
Contractor Spiff												
\$50			\$50						\$50	\$50		
\$300	\$300											

Note: The above table only shows the additional municipal incentives that are applied on top of the amounts offered by the provincial government through the program.

Staff recommend offering up to \$30,000 (for 2020 and 2021 or until the funding is exhausted) for the following incentive amounts from the community part of the Climate Action Reserve Fund:

- Fuel Switch Heat Pump - \$350/participant
- EnerGuide Home Evaluation - \$150/participant
- Electric Service Upgrade - \$500/participant
- Heat Pump Water Heater - \$350/participant

The overall program budget and individual incentive amounts staff are recommending are based on what similar-sized municipalities who have already enrolled in the program agreed to offer. The Climate Action Reserve Fund currently has a balance of \$42,799 available if Council also chooses to fund the BC Energy Step Code incentive program at \$30,000 as proposed by staff.

Options

Option 1 (Recommended): Enroll North Cowichan in the Clean BC Better Homes Program, allocate up to \$30,000 from the Climate Action Reserve Fund to support additional municipal incentives as outlined in the staff report from the Environmental Programs Coordinator dated June 17, 2020, and to provide the rebates on a first-come first-served basis until the allocated funds are exhausted.

Option 2: Join the Clean BC Better Homes Program and offer up to \$30,000 of incentives for fuel switch heat pumps and heat pump water heaters only on a first come first served basis until the funding is exhausted.

Option 3: Do not enroll in the Better Homes BC Program.

Implications

- Opportunity to take advantage of provincial funding and administration as well as help to stimulate the local economy following COVID 19 restrictions
- Provide additional opportunities for homeowners to reduce their energy costs and improve the overall comfort of their home.
- Reduce the communities overall GHG emissions associated with space and water heating
- Minimal staff resources required to implement the program
- Complimenting similar efforts by other regional governments to help reduce GHG emissions in the whole Cowichan Valley

Recommendation

That Council direct staff to enroll North Cowichan in the Clean BC Better Homes Program, allocate up to \$30,000 from the Climate Action Reserve Fund to support additional municipal incentives as outlined in the staff report from the Environmental Programs Coordinator dated June 17, 2020, and to provide the rebates on a first-come first-served basis until the allocated funds are exhausted.

Attachment(s): Better Homes Municipal Top Up Overview

Municipal Top-Up Opportunity CleanBC Better Homes Rebate Program

What is the Better Homes rebate program?

The goal of the CleanBC Better Homes program is to accelerate retrofits that help households reduce greenhouse gas emissions (GHGs) and energy use by providing incentives for high efficiency heating equipment and building envelope improvements. The program offers rebates on these upgrades with a focus on fuel switching from fossil fuel heating systems to high efficiency air-source heat pumps. When visiting the betterhomesbc.ca website, the homeowner is asked to identify which municipality they live in and how they currently heat their home. They are then presented with all the available rebates in their area, including the associated municipal top-ups.

What are municipal top-ups?

Municipal top-ups are additional financial incentives on fuel switch heat pump and EnerGuide assessment rebates. Because our GHG reduction goals align with many municipalities in B.C., we offer municipalities the opportunity to top-up our rebates in order to encourage further uptake in their area. For example, the City of Victoria currently has a \$350 top-up rebate for homeowners who switch from a fossil fuel heating system to an air-source heat pump. A homeowner in Victoria that applies for a CleanBC Better Homes heat pump rebate will receive a \$3,000 rebate from the province, as well as a \$350 top-up from the municipality, for a total rebate of \$3,350.

How are municipal top-ups financed and reported?

The municipal top-up offer is designed so that a municipality can commit a set amount of total funding and choose the municipal top-ups they wish to participate in. The current top up offers by other municipalities can be seen below. You can also visit the Better Homes website to view the current offers available.

Municipal top-ups are accessed and paid out through the general program application and processing team. Top-ups that have been issued for each municipality are tracked. The program team reports to the municipalities quarterly on the number of top-ups claimed, and an invoice is supplied for those top-ups. If no top-ups are accessed, no invoice is sent.

Municipal Top-ups	Vancouver	Victoria	Saanich	Capital Reg. District	Comox Valley	Campbell River	Powell River	Richmond	North Vancouver	Whistler	Kamloops	Kelowna
Fuel Switch Heat Pump												
\$350		\$350	\$350	\$350	\$350	\$350	\$350					
\$2,000	\$2,000								\$2,000	\$2,000		
\$6,000	\$6,000											
EnerGuide Home Evaluation												
\$150	\$150		\$150		\$150	\$150		\$150	\$150		\$150	\$150
Electric Service Upgrade												
\$500	\$500		\$500				\$500		\$500	\$500		
Heat Pump Water Heater												
\$350			\$350				\$350					
\$1,000	\$1,000								\$1,000	\$1,000		
Contractor Spiff												
\$50			\$50						\$50	\$50		
\$300	\$300											

What Top-Ups are available to participate in?

Fuel Switch Heat Pump

The Fuel Switch Heat Pump Top-up is an added rebate for participants that switch from a fossil fuel (oil, natural gas, or propane) heating system to an electric air-source heat-pump. Municipalities can commit to a \$350 or \$2,000 top-up. Participants can either install a fully electric heat pump system or can install a dual-fuel heat pump system with back up fossil fuel heating (i.e. a furnace). The \$6,000 top-up



introduced by the City of Vancouver is an all electric top-up for constituents who remove their gas heated equipment completely. This municipal offer is in addition to the up to \$3,000 Heat Pump rebates currently available through the Better Homes program.

EnerGuide Home Evaluation

The EnerGuide Home Evaluation Top-up is an added rebate of \$150 top-up for participants that complete a pre- and post-retrofit EnerGuide home evaluation. This municipal top-up offer is in addition to the \$300 EnerGuide Home Evaluation rebate currently available through the Better Homes program.

Electric Service Upgrade

The Electric Service Upgrade Top-up is an additional rebate of \$500 for participants upgrading their electrical service to 100, 200 or 400 amp service and switching from a fossil fuel (oil, natural gas, or propane) space or water heating system to an electric air-source heat pump or heat pump water heater. This municipal top-up offer is in addition to the heat pump and electric service upgrade rebates currently available through the Better Homes program.

Heat Pump Water Heater

The Heat Pump Water Heater Top-up is a \$350 or \$1,000 top-up available for participants that switch from a fossil fuel (oil, natural gas, or propane) water heating system to an electric heat pump water heater. This municipal top-up offer is in addition to the \$1,000 heat pump water heater rebate currently available through the Better Homes program.

Contractor Participation Incentive

The Contractor Participation Incentive is a \$50 or \$300 top-up available to the contractor for installing a qualifying heat pump for space or domestic hot water heating in homes that are fuel switching from natural gas, oil, or propane. Contractors are a key stakeholder in the rebate process; 60% of rebate applicants hear about the program from their contractor. The contractor also supports homeowners with required paperwork and the application process. This municipal top-up offer is in addition to the \$50 Contractor Participation Incentive currently available through the Better Homes program.

When can a municipality join the CleanBC Better Homes Municipal Top-up program?

If your municipality is interested in becoming involved in the municipal top-up offer, or would like additional information, please contact Grant Moonie at grant.moonie@gov.bc.ca or (778)698-5381. We can set up a time to talk and discuss steps to be taken to ensure inclusion for 2020. Our next program intake is April 1, 2020. To be included in the program in April, we require notification by March 1, 2020.

The CleanBC Better Homes program works closely with partnering municipalities and supports the program with marketing and promotion specific to the municipalities' region. We are encouraged by municipalities' work to create a clean and energy efficient British Columbia and hope to meet our program goals through successful program partnerships and participation.

Kind Regards,

Grant Moonie | Senior Energy Efficiency Coordinator - Residential
BC Ministry of Energy, Mines and Petroleum Resources
Phone: (778) 698-5381



Report

Date June 9, 2020

File:

To Council

From Dave Preikshot, Senior Environmental Specialist

Endorsed:



Subject Climate Action Plan Update and Digital Engagement

Purpose

To inform Council on the progress of the Climate Action Plan modelling and describe options for online community engagement.

Background

During the Regular Council Meeting on May 6, 2020, a motion was carried stating:

"That Council approve the digital engagement proposal and direct staff to proceed with public engagement on the Climate Action and Energy Plan Update."

This digital public engagement process was deemed necessary because the Climate Action and Energy Plan (CAEP) update had a public engagement process as part of the project schedule. Unfortunately, the original engagement activities in the plan that Council had approved could no longer move forward as a result of orders from the Provincial Health Officer and senior levels of government in an effort to mitigate the spread of COVID-19. During the May 6 meeting, staff proposed a digital engagement process that was developed in collaboration with our team of consultants. Due to technological limitations, a maximum of 30 participants would be able to engage in online presentations/consultation events at any one time. The presentations/consultations would allow staff to deliver on commitments to:

- Explain updates made to the CAEP;
- Describe the current status and trend of community emissions in the municipality;
- Inform on trade-offs;
- Engage in policy choices; and,
- Determine how the municipality will continue to engage the community in the future.

Discussion

Staff and modelling consultants are prepared for meaningful and fully transparent outreach with a wide-ranging description of emissions data, modelling assumptions and strategic levers available to help reduce community carbon emissions in North Cowichan. By providing this information to stakeholders, it will be possible to have a standard frame of reference for the public to later discuss the policies and actions that will help North Cowichan meet its CO₂ emissions targets.

The engagement session will help guide the development of effective carbon reduction policy by enabling the synthesis of three types of information:

- A cost-benefit analysis developed from forecasts of North Cowichan Community CO₂ emissions;
- The six strategic approaches of the Climate Action Plan approved by Council on January 20, 2020; and,
- Ideas and strategies suggested by citizens with specialist knowledge and community experience.

The CAEP update modelling has provided a clear picture of the current state and likely future trend of community CO₂ emissions in North Cowichan. By initiating outreach to stakeholders and the public, staff can help quickly facilitate a continuing discussion between the community and policymakers. This ongoing discussion will be critical in responding to changes in technology and the larger-scale political situation that will challenge local emissions reduction strategies and policies.

Many members of our community have been advocates for climate change action. They would like to be informed of the CAEP update to help explore policy options for meeting North Cowichan's 2050 CO₂ emissions reduction target. To promote an open and frank discussion between community members, staff, and modelling consultants it may not be desirable to formalize the already confined nature of an online forum with the burden of a council meeting.

As a result, staff and the consultant are presenting the results of the modelling work to Council separately to provide an opportunity for dialogue and to ask questions of the consultant. Council is receiving the same information and presentation that would be given to the intended stakeholders that will be subsequently invited to an online information session to fulfill the obligation of community engagement on the CAEP update. Staff has developed a list of organizations, representing a cross-section of the community, which would be contacted directly and invited to participate in the digital information and consultation session, see table below.

Table 1: Proposed list of organizations and stakeholders invited to participate in digital information and engagement session, with numbers of invitees from each organization

Organization	# invited
Municipality of North Cowichan Environmental Advisory Committee (former members)	5
Municipality of North Cowichan Staff (Environment, Development Services, Communications)	4
CAEP Modelling Contractors (Sustainability Solutions Group and whatif Technologies)	2
Cowichan Tribes	1
Cowichan Valley Regional District Staff	1
City of Duncan	1
School District 79 Staff	1
Cowichan Agricultural Society	1
Chemainus Chamber of Commerce	1

Cowichan Green Community	1
Cowichan Works	1
Duncan Cowichan Chamber of Commerce	1
Chemainus Residents Association	1
Crofton Community Centre Society	1
Maple Bay Community Association	1
Quamichan Lake Neighbourhood Association	1
Cowichan Land Trust	1
Cowichan Estuary Restoration and Conservation Association	1
Cowichan Stewardship Roundtable	1
Cowichan Valley Naturalists	1
One Cowichan	1
Somenos Marsh Wildlife Society	1
Total	30

The information/consultation session is intended to kick off an ongoing online discussion in which staff and modellers can respond to detailed and specific questions/suggestions. Therefore, allowing staff to interact with a group of knowledgeable stakeholders and members of the public who continue to be engaged in climate change work in the community. However, staff has learned that the originally proposed outreach format cannot be supported by North Cowichan's existing IT capacity, protocols, and infrastructure. Staff, therefore, recommend modifying the presentation format by making presentation materials available to the list of proposed invitees before the digital information session to allow them to formulate questions and observations before the session.

The digital information session would be live-streamed with the consultant and staff sharing their presentation and modelling with participants via the livestream. Since the participants will not be inside the WebEx session, staff and the consultant will pause after the presentations to allow participants viewing the live stream to email presenters their questions. In addition to direct invites containing the presentation materials, social media posts will be used to inform members of the public that the live stream will be available for those who wish to watch along and participate. The benefit to this method is that there is no longer a cap on the number of participants as an unlimited number of people can view the livestream.

The presentations and discussion will be recorded and available to the public for viewing after the information/consultation session. Ongoing discussion after the WebEx session will occur on PlaceSpeak at which staff and modellers would:

- Provide further reference materials, presentations and data;
- answer additional technical questions; and,
- encourage policy discussions.

Options

Option 1 (Recommended): That Council direct staff to proceed with a digital engagement session with the proposed list of organizations and stakeholders, staff, and the consultants for participation in the Climate Action Plan digital information and engagement session.

Option 2: Council direct staff to forego a live stream presentation and make all information on the CAEP update available to organizations and stakeholders before the public roll-out of the CAEP update and invite them to engage staff via email and the PlaceSpeak platform.

Implications

- A thoughtful public discussion on CO₂ emissions reductions policy cannot occur without an agreed-upon frame of reference of the quantity and sources of community emissions.
- Effective policy implementation will not be possible without communication between the community, Council, and staff.
- Delaying public engagement will delay the development of a full range of CO₂ reduction strategies that can be developed from the CAEP update.
- Engagement fatigue may be a risk given other processes now underway.
- IT support will be necessary for the WebEx event if participants are to be inside the WebEx event, this will cause some of the follow-up discussion, and could delay the project timeline.
- It is anticipated that option two could increase staff time needed to collate feedback across platforms.
- Council has had the opportunity to question staff and the consultant on material that will be presented at the engagement meeting during the presentation from the consultant at the regular Council meeting.

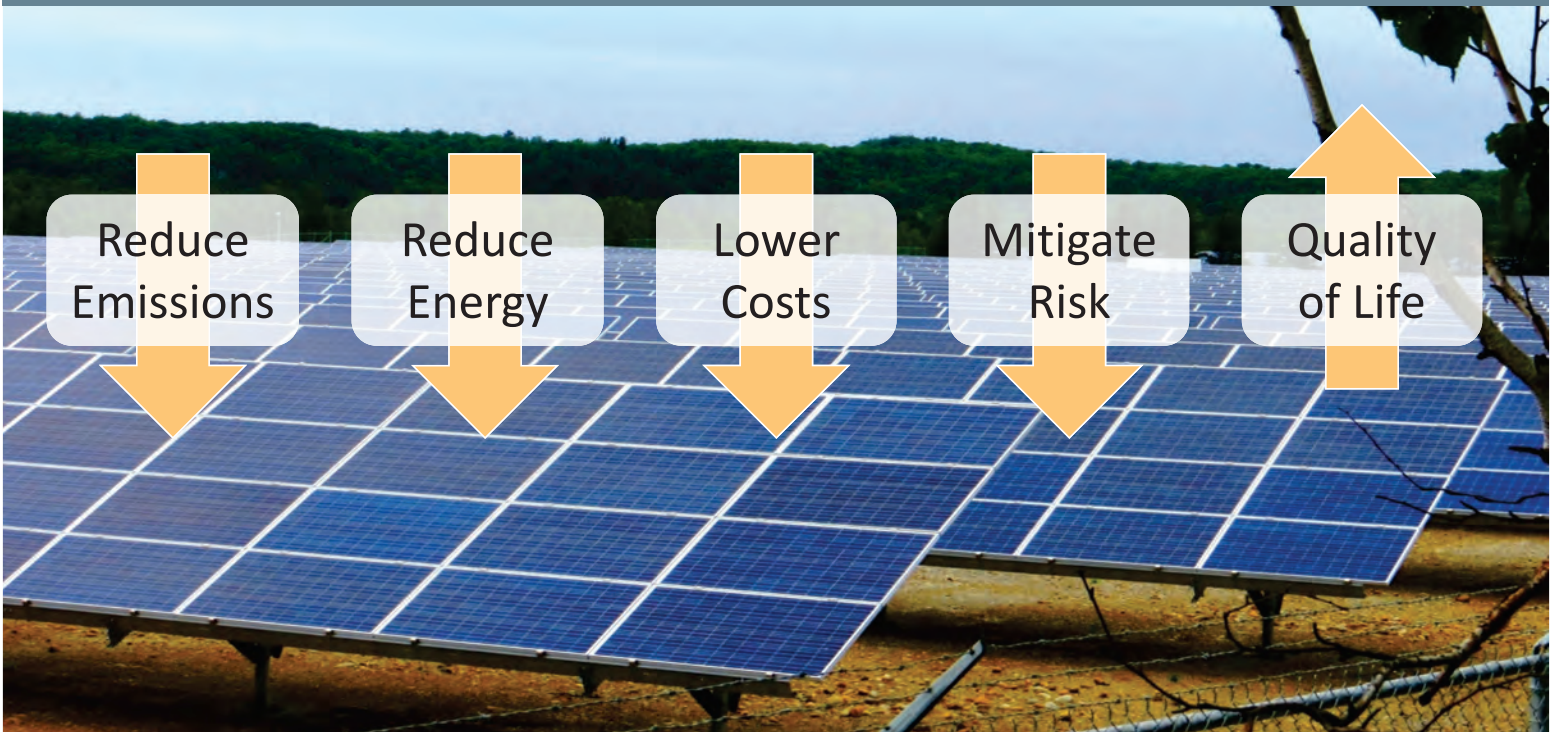
Recommendation

That Council direct staff to proceed with a digital engagement session with the proposed list of organizations and stakeholders, staff, and the consultants for participation in the Climate Action Plan digital information and engagement session.

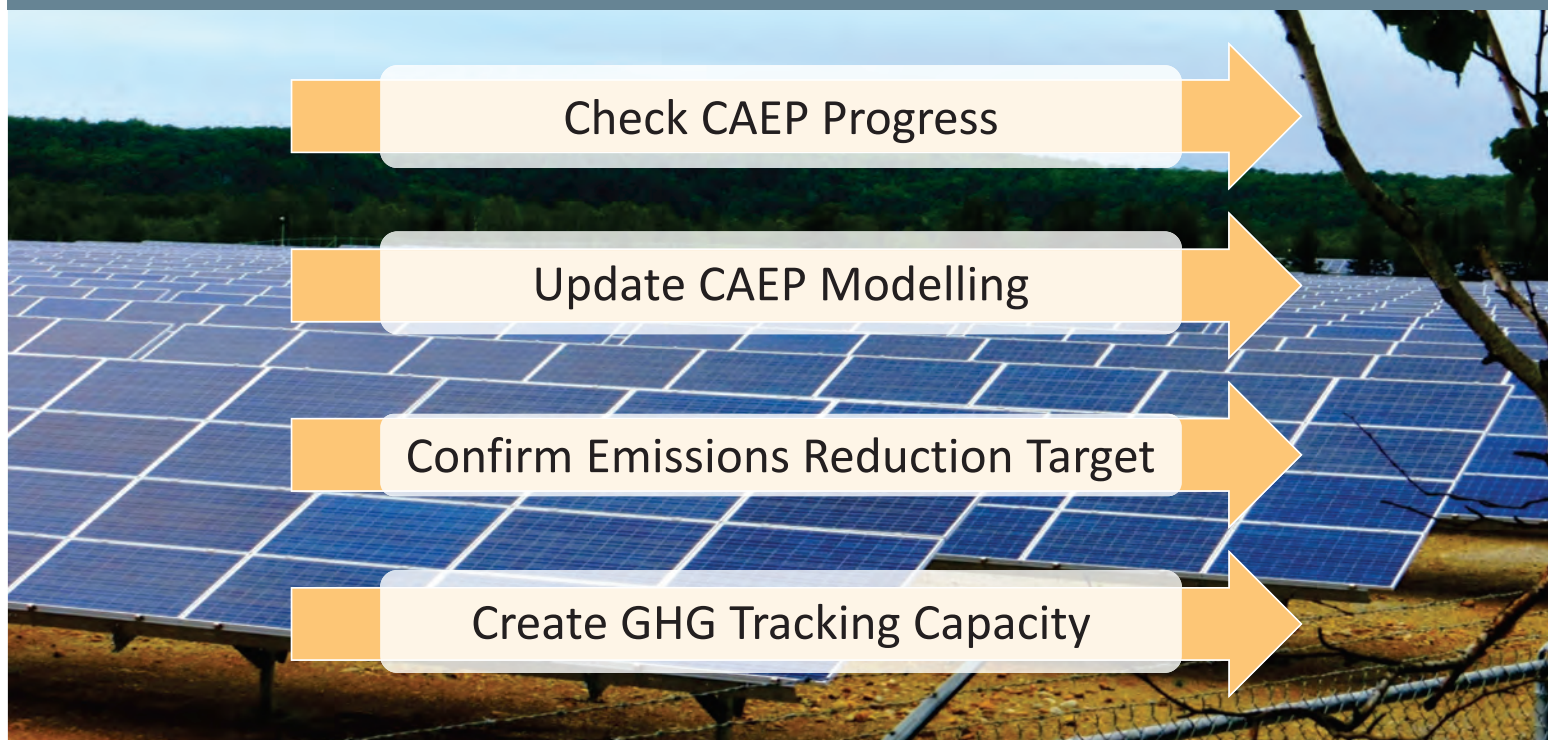
North Cowichan Climate Action and Energy Plan Update



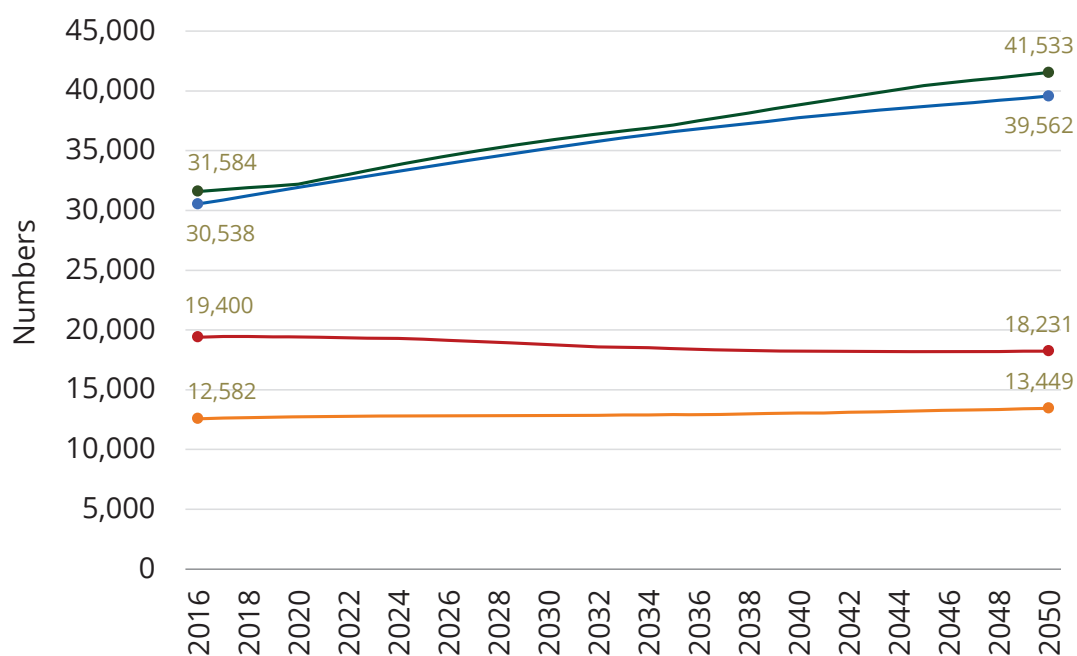
CAEP Update Goals



CAEP Update Goals



Assumptions



Changes 2016-2050

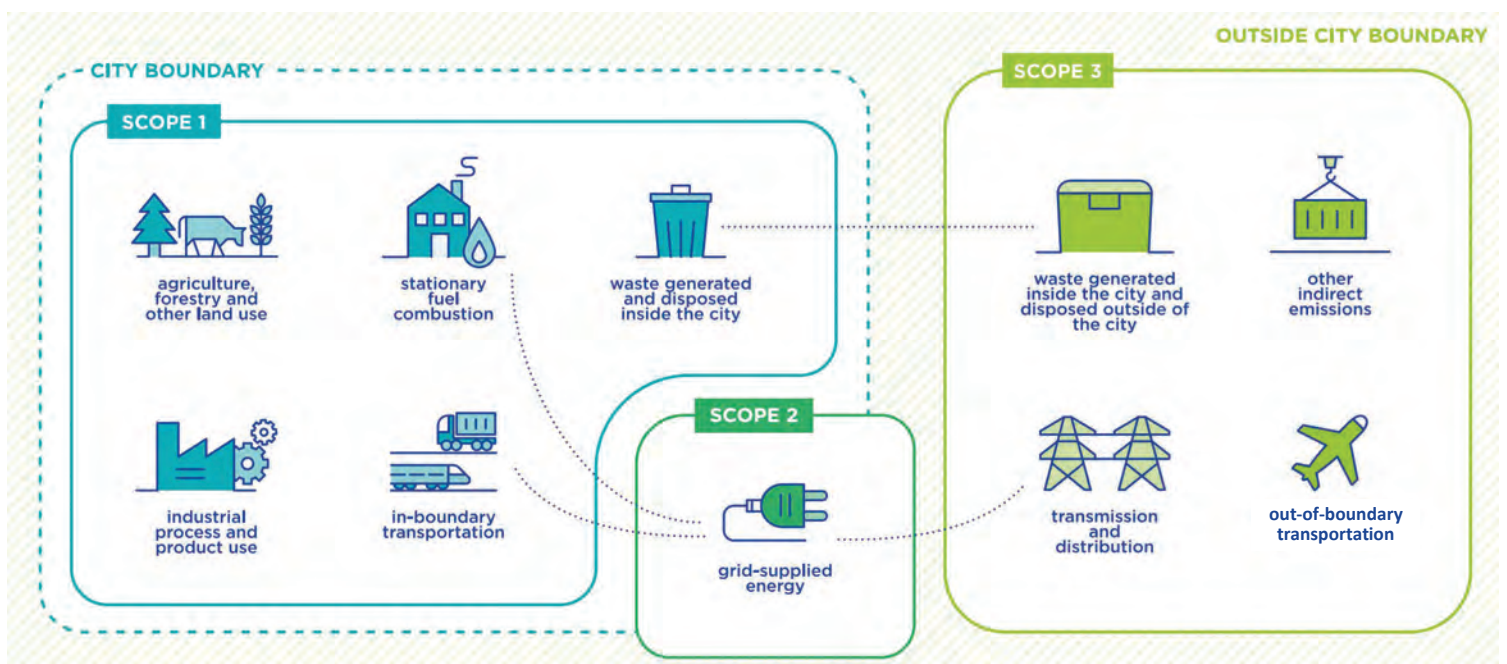
+ 9,950 jobs
+ 9,025 people

- 1,170 vehicles
+ 867 homes

Main Emissions Drivers

Driver	Main Effects (Energy and Emissions Focus)
Population Growth	Increased: <ul style="list-style-type: none"> • Energy use in homes and transportation • Demand for commercial services (increased commercial building energy use) • Transportation services demand (transit, active transportation infrastructure) • Water use and waste/wastewater production
Employment Growth	Increased: <ul style="list-style-type: none"> • Demand for commercial services (increased commercial building energy use) • Commuting and associated energy use • Transportation services demand (transit, active transportation infrastructure) • Industrial energy use
Housing Growth (greenfield)	Required: <ul style="list-style-type: none"> • Electrical grid extension • Natural gas line extension • Potable water system extension • Wastewater system extension • Transportation infrastructure extension • Increased waste collection services • Increased personal vehicle kilometres travelled

Emission Sources Considered



1 million Gigajoules (278 megawatt hours) =

20,631



passenger
vehicles

28,571,429



litres of gasoline
consumed

24,211



homes' electricity
use for one year

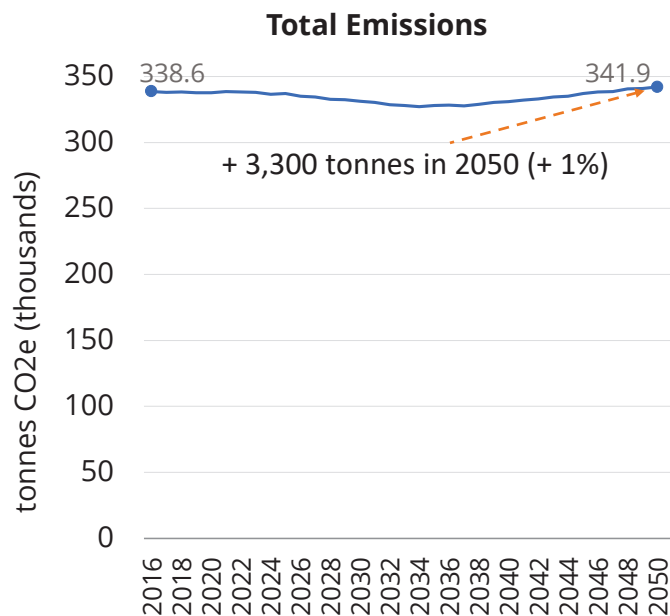
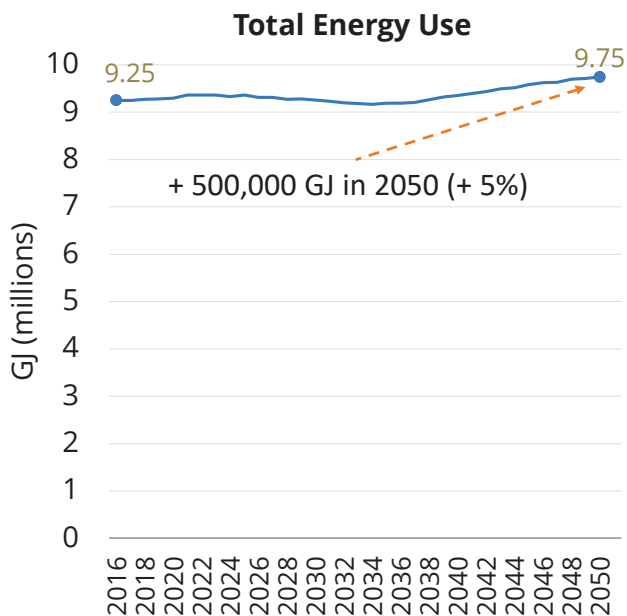
9,813



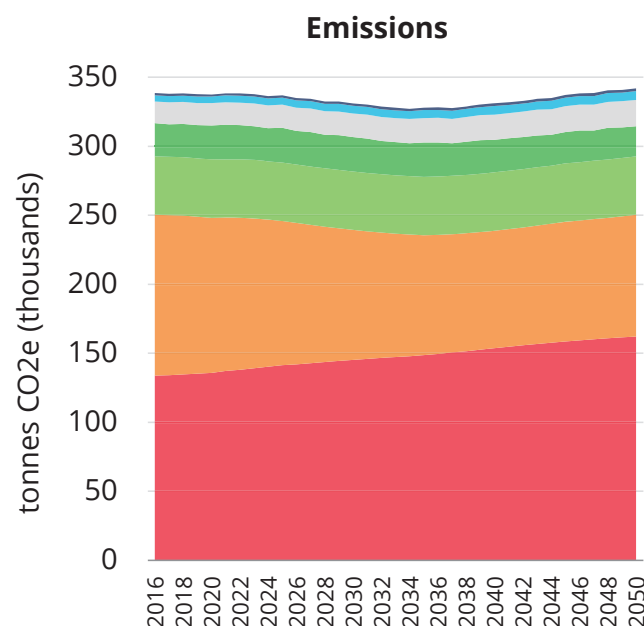
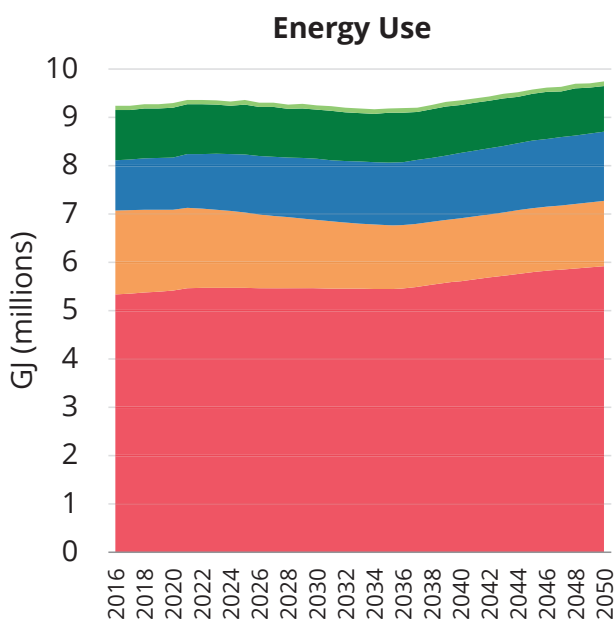
homes' energy
use for one year



Current Path Energy and Emissions

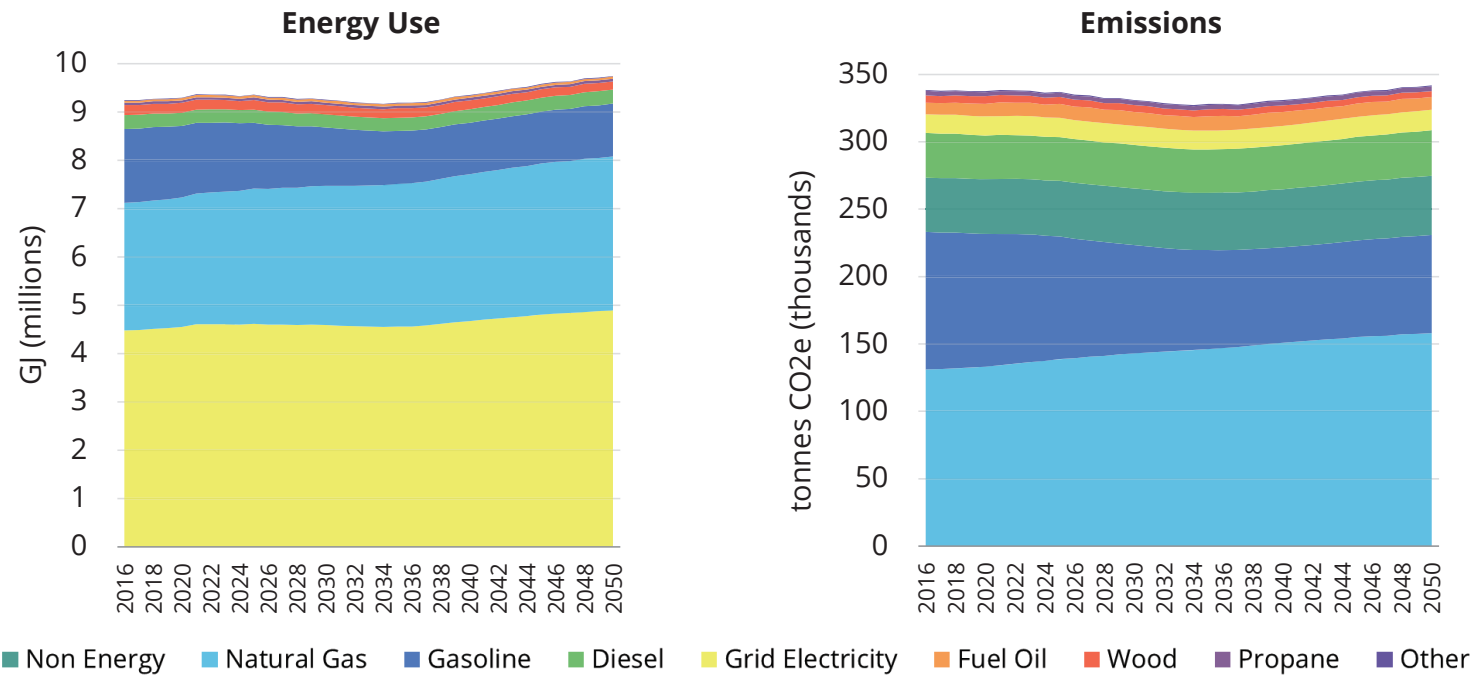


Current Path Energy and Emissions by Sector

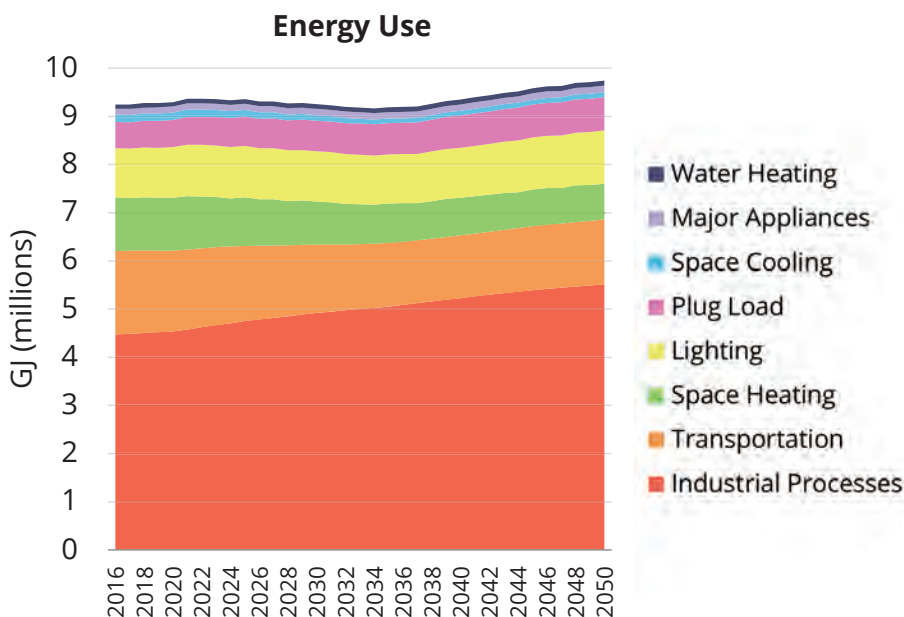


■ Agriculture ■ Industrial ■ Transportation ■ Residential ■ Fugitive ■ Commercial ■ Waste

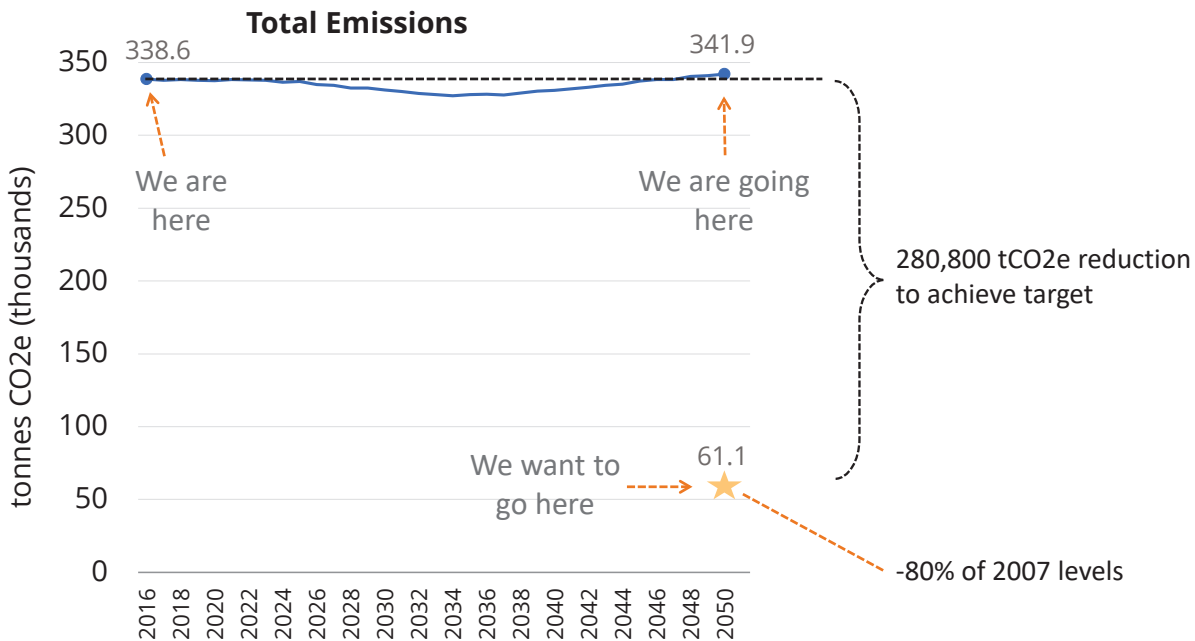
Current Path Energy and Emissions by Fuel Source



Current Path Energy Use by End Use



Emissions Reductions Target: -80% of 2016 levels



Strategy Sectors for Emissions Reductions



Compact, complete communities



Low-carbon transportation



Efficient buildings



Local clean energy generation & procurement



Water, Wastewater, and Solid Waste



Carbon sequestration



Compact, Complete Communities

	Current Path	Low-carbon
Spatial distribution	Continue current development trajectories in existing urban containment boundaries.	Focus development in Chemainus (10%), Crofton (10%), and South End (80%).
Dwelling size	Baseline dwelling sizes maintained.	Average dwelling size decreases 20% by 2050.
Building type mix	New buildings type mix ratios reflect baseline building mixes.	Only 10% of new buildings are single family homes in 2050 onward.



Efficient New Buildings

	Current Path	Low-carbon
New residential buildings	Follow BC Step Code: 20 per cent more energy efficient by 2022. 40 per cent more energy efficient by 2027. 80 per cent more energy efficient by 2032 & net-zero energy ready.	New buildings are net-zero energy by 2030.
New commercial buildings	Follow BC Step Code.	New buildings are net-zero energy by 2030.



Efficient Existing Buildings

	Current Path	Low-carbon
Retrofit homes	No retrofits.	Achieve 50% thermal savings and 50% electrical savings in 100% of existing dwellings by 2040.
Retrofits of commercial	No retrofits.	Achieve 50% thermal savings and 50% electrical savings in 100% of commercial buildings by 2040.
Industry (process motors/efficiency)	No change to current efficiencies.	Increase efficiency by 50% by 2050.
Municipal buildings retrofits	Current efficiencies held constant.	100% of existing municipal buildings are retrofit to net-zero emissions by 2030.
Heat Pumps	Current instances extrapolated.	100% of heating/cooling is electric by 2050.
Solar PV	Current instances extrapolated.	90% of homes have 50% of their electricity needs met by solar by 2050.



Water, Wastewater, and Solid Waste

	Current Path	Low-carbon
Increase pumping efficiency	Current intensity held constant.	Decrease energy used in pumping by 2%/year to 2050.
Increase water efficiency	Current intensity held constant.	Decrease water volume use by 2%/year to 2050.
Waste Diversion	Baseline generation and diversion rates extrapolated.	90% of residential and ICI waste diverted by 2050. 95% of organic waste diverted by 2030.



Low-carbon Transportation

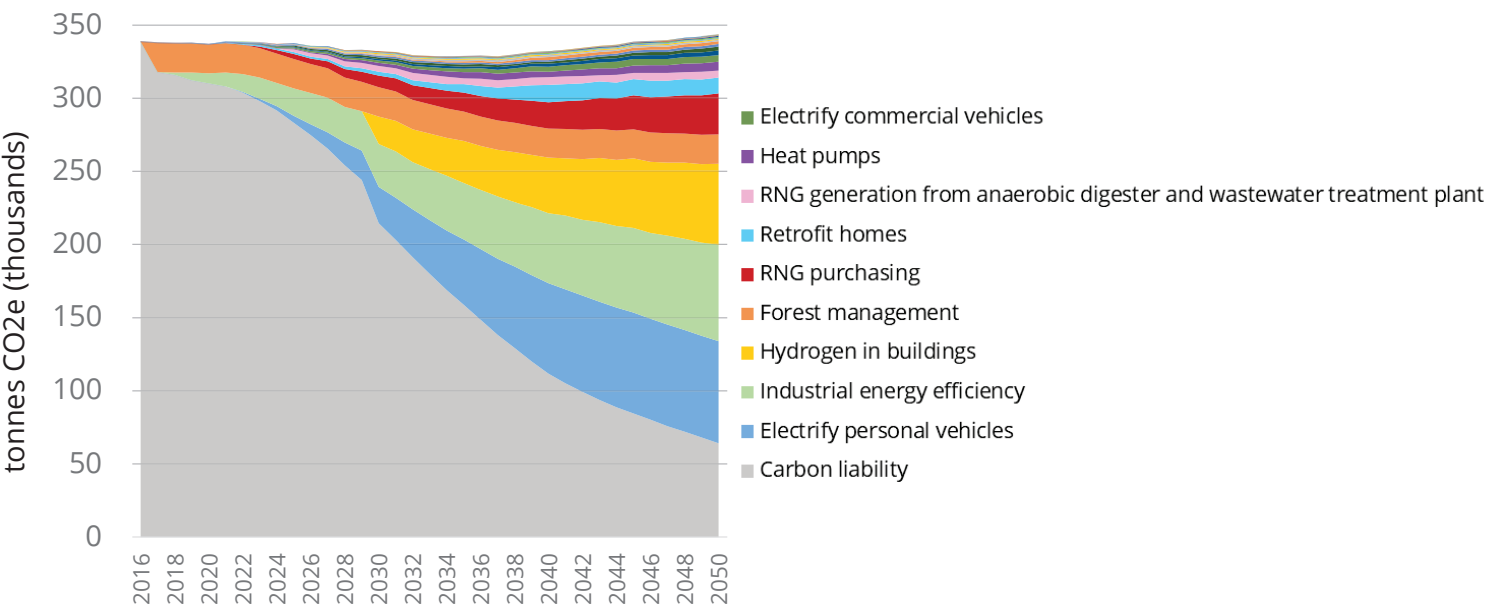
	Current Path	Low-carbon
Expand transit	Follows BC Transit planning.	Transit mode share increases to 25% by 2050.
Electrify transit	Follows BC Transit planning.	100% electric and right-sized by 2030.
Electrify municipal fleets	None.	100% electric and right-sized by 2030.
Increase/improve cycling & walking infrastructure	Mode shares held current.	35% of trips are walking and cycling by 2050.
Electrify personal vehicles	3% new personal EVs in personal use vehicle stock by 2040.	100% of all new car sales are electric models by 2030.
Electrify commercial vehicles	Current mix held constant.	100% of all new commercial vehicle sales are electric models by 2030.



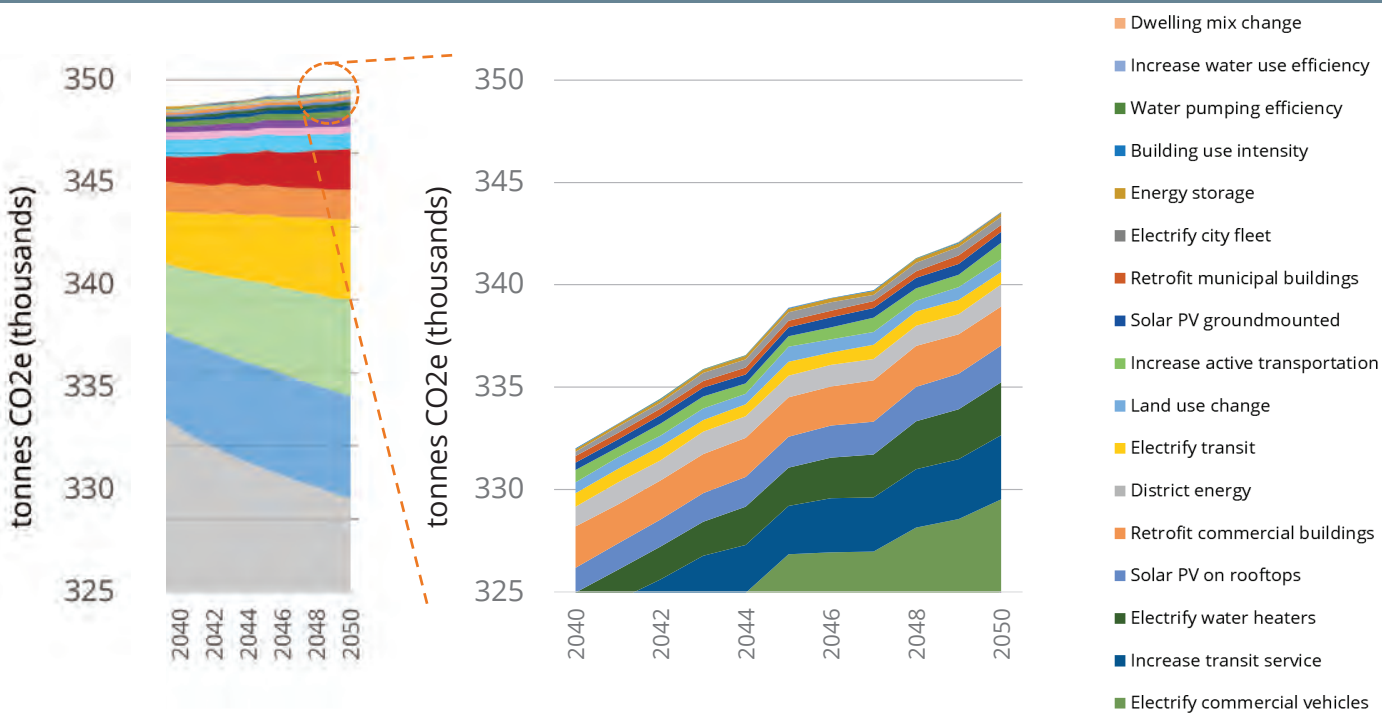
Local Clean Energy Generation

	Current Path	Low-carbon
Solar PV - ground mount	No instances.	1MW capacity/year.
District energy	Current instances of DE held constant.	New DE system added in University Village.
Energy storage	None.	18.5 MW of storage by 2050 to accommodate 10% of PV generation.
Wind Energy	None.	None.
Renewable natural gas	None.	100% of remaining natural gas demand is replaced with RNG/hydrogen by 2050.

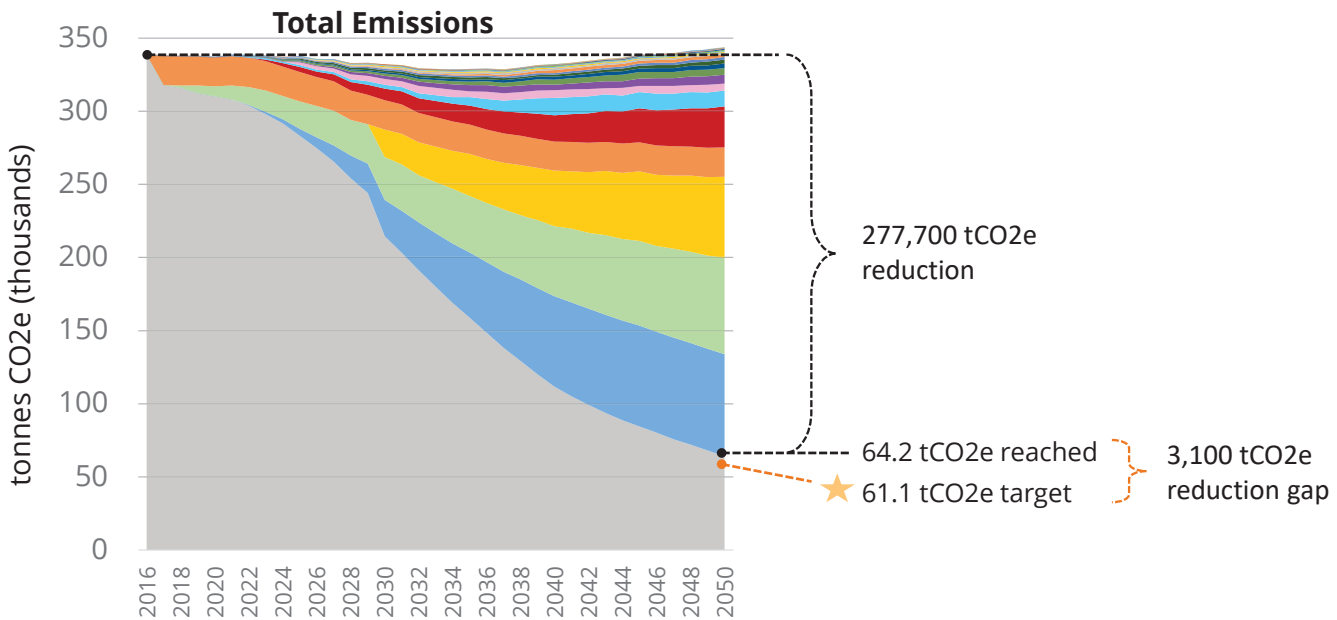
Low-carbon Actions Emissions Reductions



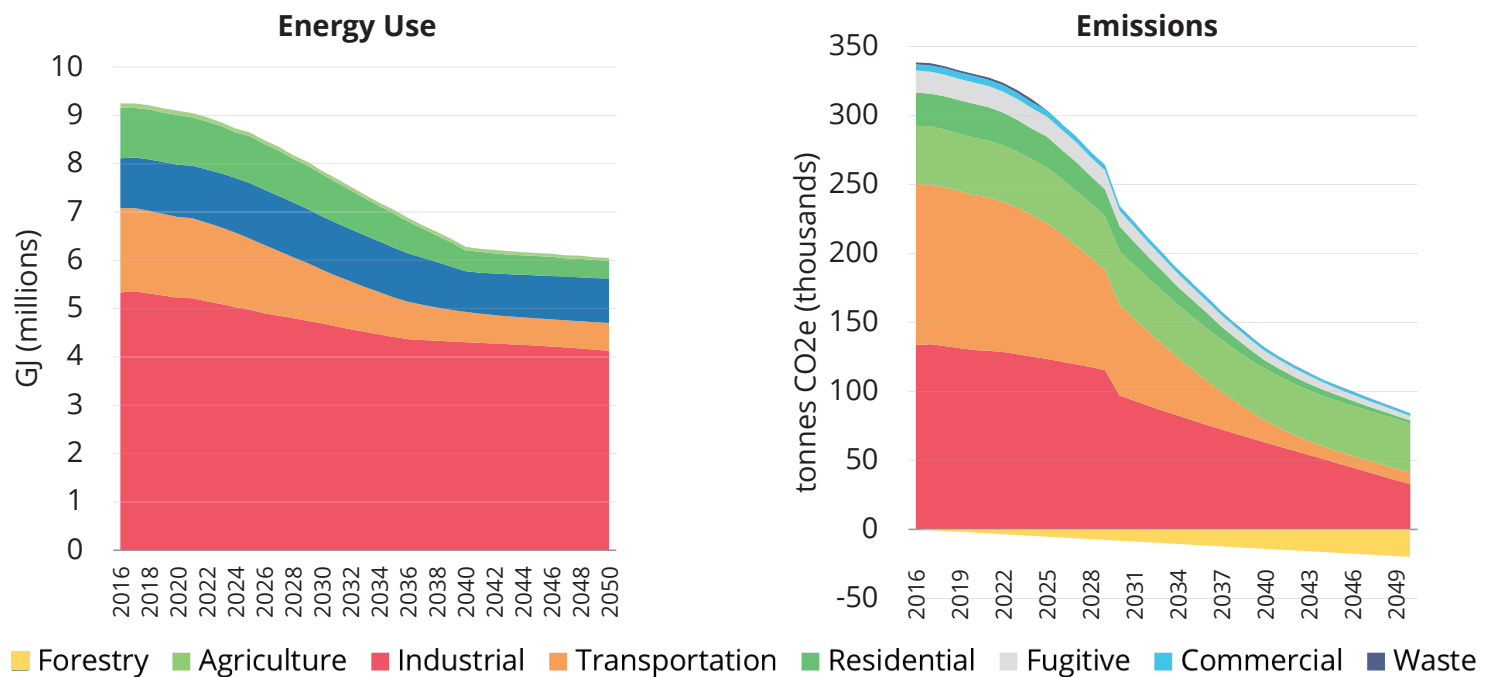
Low-carbon Actions Emissions Reductions



Emissions Reductions Target

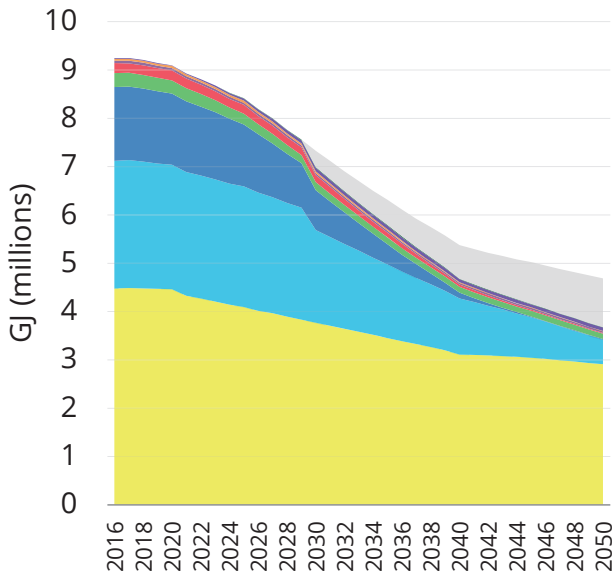


Low-carbon Energy and Emissions by Sector

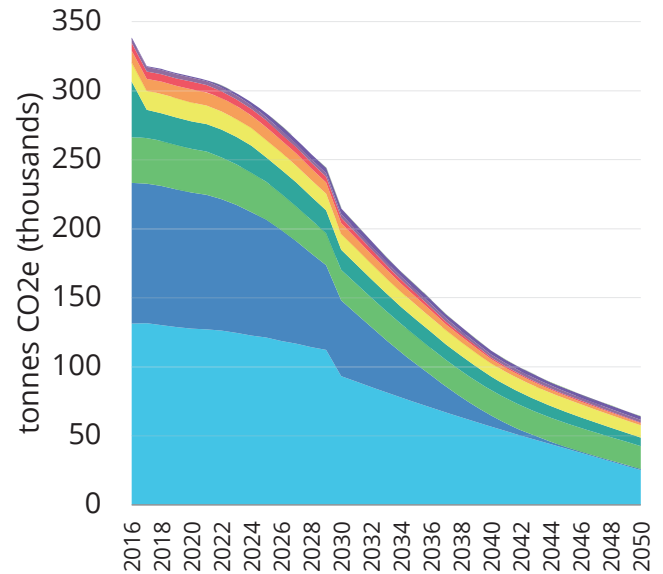


Low carbon Energy and Emissions by Fuel Source

Energy Use



Emissions



■ Non Energy ■ Natural Gas ■ Gasoline ■ Diesel ■ Grid Electricity ■ Fuel Oil ■ Wood ■ Propane ■ Other ■ RNG

Summary

- NC has 5 big moves:
1. Electric vehicles (personal and commercial)
 2. Replace natural gas with renewable natural gas and hydrogen
 3. Increase industrial energy efficiency
 4. Increase carbon sequestration in forests
 5. Home energy efficiency retrofits (including heat pumps)

These are responsible for 94% of NC's emissions reductions.

Summary

NC has 16 small moves that are responsible for 6% of emissions reductions.

All moves are necessary to reach the emissions reduction target.

3,100 tCO₂e emissions gap to reach target can be covered by further reductions in transportation, agriculture, and/or industrial sectors.

35,000 tCO₂e agricultural emissions remain in 2050

33,000 tCO₂e industrial emissions remain in 2050




Largely under federal and provincial control

8,300 tCO₂e remain in transportation sector – potential for further reductions

North Cowichan Climate Action and Energy Plan Update



Report

Date June 11, 2020 File: 5400-65 CHE
To Council COR2
From David Conway, Director, Engineering Endorsed: 
Subject Chemainus Road Corridor Improvements Stage 2 Tender – Contract Ref. No. 2020-14

Purpose

To request that Council approve the award of the Chemainus Road Corridor Improvements Stage 2 Tender that will be closing on June 23, 2020 to avoid lost time in bringing a report to Council July 15th.

Background

The Chemainus Road Corridor Improvements Stage 1 (Underground Improvements) project was completed on May 22, 2020. Stage 2 (Surface Improvements) Tender was posted on May 26, 2020 and is closing on June 23, 2020. Surface Improvements are estimated to be 4 months of construction and include road widening, completion of sidewalks and bike lanes, a roundabout, ornamental street lighting, landscaping and furnishings.

Discussion

Currently, the site is idle other than Telus working on the underground wiring. It is desirable to get the Stage 2 Construction Contract awarded immediately after the Tender closing and construction started at the earliest opportunity for the following reasons:

1. The estimated construction schedule for Stage 2 is 4 months. Awarding the Contract promptly after the closing would then meet the target date of October 30th for substantial completion;
2. The ability to work in ideal weather conditions for construction;
3. Public perception that the project is still proceeding with the least delay under the circumstances; and
4. Reduced costs of maintaining temporary patches on Chemainus Road.

The Engineering Department feels that awarding the Construction Contract within days of the closing of the Tender will meet the above objectives. However, should Council wish to wait for the next scheduled Regular Council meeting on July 15th to approve this Tender, it will cause a further 5 week delay resulting in the project restarting in early August and would likely result in completion some time in December.

The current status of the Chemainus Road Project budget is as follows:

2020 Budget	\$3,952,500
Stage 1 Costs to Date	\$ 996,768
Stage 2 Budget Remaining	\$2,955,732

Recommendation

That Council authorize:

1. the award of the Chemainus Road Corridor Improvements Stage 2 Tender which closes on June 23, 2020 to the lowest qualified bidder provided that the total tendered price (not including GST) is within the available budget of \$2,955,732; and,
2. the Mayor and Corporate Officer to execute the Construction Contract for the works as set out in the Tender.

Attachment: 1. FINAL TENDER DOCUMENTS_Chemainus Road Corridor Improvements Stage 2_GC Removed

CONTRACT TENDER DOCUMENTS

Chemainus Road Corridor Improvements STAGE 2 (Surface Improvements)

Reference No. 2020-14

June 2020



Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

TABLE OF CONTENTS

	<u>Page No.</u>
Invitation to Tenderers:	3
Instructions to Tenderers: Part I:	5 - 14
Supplementary to Instructions to Tenderers: Part II (MMCD Amended):	
1.0 – Standard Amendments to MMCD Instructions to Tenderers – Part II	15
Instructions to Tenderers: Part II (MMCD Amended):	
Table of Contents & Instructions	17 – 24
Form of Tender:	25 - 42
Appendix 1 - Schedule of Quantities and Prices:	
Summary Sheet	29
1.0 - General Conditions	30
2.0 – Surface Improvements	31 - 32
3.0 – Electrical	33
4.0 – Landscaping	34 - 35
5.0 – Optional Work	35
Appendix 2 - Preliminary Construction Schedule	36
Appendix 3 - Experience of Superintendent	37
Appendix 4 - Comparable Work Experience	38
Appendix 5 – Subcontractors	39
Appendix 6 – Labour Costs	40
Appendix 7 – Equipment Rates	41
Appendix 8 – Work Plan	42
Agreement between Owner and Contractor:	43 - 47
Schedule 1 - Schedule of Contract Documents	48
Schedule 2 - List of Contract Drawings	49 - 50

Supplementary to General Conditions:

1.0 - Standard Amendments to MMCD General Conditions	51 - 53
2.0 – Vehicle Damage	53
3.0 – Dust	53

General Conditions (MMCD Platinum Edition):

Table of Contents	55 - 60
General Conditions	61 – 104

Supplementary to Specifications:

1.0 Amendments to Bylaw 1851 Schedule “B” Engineering Standards	105 - 106
2.0 Environmental Protection - MMCD Platinum Edition Volume II	
Section 01 57 01	(not reproduced)
3.0 Landscaping Measure of Payment	See Appendix C
4.0 Landscape Specifications.....	See Appendix D
5.0 Chain Link Fence Screen	107
6.0 Optional Corrugated Steel Fence.....	108

Standard Detail Drawings (MMCD Platinum Edition)..... (not reproduced)

Specifications (MNC Bylaw #1851) (not reproduced)

Standard Detail Drawings (MNC Bylaw #1851) (not reproduced)

Appendices:

Prime Contractor’s Main Responsibilities under WorkSafe BC	Appendix A
MNC Highway Construction Permit	Appendix B
Landscaping Measure of Payment	Appendix C
Landscaping Specifications	Appendix D
Work Plan	Appendix E

Contract Drawings (Full Size)

As per Schedule 2 in the Agreement.

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

INVITATION TO TENDERERS

The Corporation of the District of North Cowichan

The Owner invites tenders for:

- The project generally consists of the construction of:
 - road base (partial) and sub base preparation;
 - curb, gutter, and sidewalk base preparation;
 - street light installation;
 - electrical installation;
 - hard and soft landscape installation;
 - paver stone preparation and installation;
 - irrigation installation; and,
 - the coordination of the Municipality's Paving and Concrete Contractor.
- All works will be as described or implied in the contract drawings and documents.

Contract Documents are available for download through North Cowichan's online portal at:

<https://northcowichan.bonfire.ca/portal/>

Site Review:

No site meeting is scheduled for this project through the tendering process but Tenderers are encouraged to view the current site conditions.

Tenders are scheduled to close at:

Tender Closing Time: 2:00:00 pm (local time)

Tender Closing Date: Tuesday, June 23, 2020

Address: The Corporation of the District of North Cowichan
7030 Trans Canada Highway
DUNCAN BC V9L 6A1

Owner's Representative:

David Conway, P.Eng., Director, Engineering | Approving Officer

This page intentionally left blank.

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

INSTRUCTIONS TO TENDERERS - PART I

TABLE OF CONTENTS		Page No.
1	Introduction	7
2	Tender Documents.....	7
3	Submission of Tenders	8
4	Additional Instructions to Tenderers.....	9

This page intentionally left blank.

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No. 2020-14

INSTRUCTIONS TO TENDERERS - PART I

The Corporation of the District of North Cowichan
(Hereinafter referred to as the "Municipality")

Introduction 1

1.1 These Instructions apply to and govern the preparation of tenders for this Contract. The Contract is generally for the following work:

- road base (partial) and sub base preparation;
- curb, gutter, and sidewalk base preparation;
- streetlight installation;
- electrical installation;
- hard and soft landscape installation;
- paver stone preparation and installation;
- irrigation installation; and,
- co-ordination of the Municipality's Paving and Concrete Contractor.

All works will be as described or implied in the Contract Drawings and documents.

1.2 Direct all inquiries regarding the *Contract* in writing through our online portal: <https://northcowichan.bonfirehub.ca/portal/>

Tender Documents 2

2.1 The tender documents, which a tenderer should review to prepare a tender, consist of all of the *Contract Documents* listed in Schedule 1 entitled "Schedule of Contract Documents". Schedule 1 is attached to the Agreement which is included as part of the tender package. The *Contract Documents* include the Contract Drawings listed in Schedule 2 to the Agreement, entitled "List of *Contract Drawings*".

2.2 A portion of the Contract Documents are included by reference. Copies of these documents have not been included with the tender package. They are those contained in the publication entitled "Master Municipal Construction Documents (MMCD) Association, Platinum Edition Volume II published in 2009" - General Conditions, Specifications and Standard Detail Drawings inclusive. Refer to Schedule 1 in the Agreement or, if not specified in Schedule 1, then the applicable edition shall be the most

recent edition as of the date of the *Tender Closing Date*. All sections of this publication are by reference included in the *Contract Documents*.

- 2.3 Any additional information made available to tenderers prior to the Tender Closing Time by the Owner or representative of the Owner, such as geotechnical reports or as-built plans, which is not expressly included in Schedule 1 or Schedule 2 to the Agreement, is not included in the Contract Documents. Such additional information is made available only for the assistance of tenderers who must make their own judgement about its reliability, accuracy, completeness and relevance to the *Contract*, and neither the Owner nor any representative of the Owner gives any guarantee or representation that the additional information is reliable, accurate, complete or relevant.

**Submission
of Tenders**

**3
3.1**

Tender Submission:

Tenders must be submitted before the Closing Time and Date shown in Section 3.2 below. Tenders must be submitted through the Municipality's online portal at:

<https://northcowichan.bonfirehub.ca/portal/>

Submissions by other methods will not be accepted.

Maximum file upload size 1,000MB. Documents should not be embedded within uploaded files as the embedded files will not be accessible or evaluated. Tenderers will receive an email confirmation receipt with a unique confirmation number once they finalize their submission.

Minimum system requirements are Google Chrome or Mozilla Firefox. JavaScript and browser cookies must be enabled. Tenderers should contact Bonfire at support@GoBonfire.com for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

Tenderers may amend their tenders prior to the submission deadline by unsubmitting the tender and resubmitting a revised tender through the Municipality's portal. Tenders submitted after the Tender Closing Time and Date closing shown in Section 3.2 will not be evaluated.

3.2 **Tender Process Dates:**

Last date for questions:

11:59:00 p.m., Wednesday, June 8, 2020

Last date for addenda:

11:59:00 p.m., Monday, June 15, 2020

Tender Closing Time and Date:

2:00:00 p.m., Tuesday, June 23, 2020

There will not be a public opening of the tenders. The winning Tenderer will be advised in writing by the Municipality.

**Additional
Instructions
to Tenderers**

4

4.1

WorkSafe BC Requirements: The General Contractor must be registered with WorkSafe BC. Before starting the Work, the General Contractor shall complete a Prime Contractor's Responsibility form (see Appendix A) and documentation satisfactory to the Contract Administrator to demonstrate the General Contractor is registered with WorkSafe BC and has satisfied its assessment remittance requirements to date. A copy of confirmation from WorkSafe BC of "Notice of Project" prior to the scheduling of the pre-construction meeting shall be provided.

The Contractor will be designated Prime Contractor and will be responsible for occupational health and safety in accordance with WorkSafe BC regulations.

4.2

Access to and from existing driveways must be maintained at all times including walking access unless alternate arrangements are made between the landowners and the Contractor. Road plates or temporary pedestrian bridges shall be provided by the Contractor.

4.3

Deletions of work items from the Contract shall not be cause for a change in unit rates or lump sum costs of other work items still within the Contract.

4.4

No price adjustment will be considered due to variation in quantities from that provided in the Contract documents.

4.5

The General Contractor will be responsible for construction survey layout for alignment and grade based on survey control provided by the Municipality. GPS instrument survey layout will not be accepted for surface improvements. The General Contractor shall also prepare record drawings by marking (red lining) the location of the constructed works on a set of design drawings used only for that purpose. Final as-built drawings will be prepared by the Municipality based on the

design files from the Municipality will be provided in AutoCAD Civil 3D version 2018 format only; the General Contractor is responsible for ensuring their compatibility with AutoCAD Civil 3D version 2018.

- 4.6 The General Contractor shall make every reasonable effort to minimize the creation of dust or mud by their operations. Special measures may include, but shall not be limited to, frequent sweeping of existing roads used as haul routes; control of traffic speeds; watering of the construction areas; dust palliative; re-routing of traffic; modification of construction procedures; and cleaning of off-site haul routes on a regular basis as required by the Municipality.

Payment for the above items will be considered incidental to the work performed and no additional payment will be made to the General Contractor.

- 4.7 An approved traffic control and signage management plan is required prior to commencement of construction. Supply and installation of all signs and provision of flagging personnel shall be the responsibility of the General Contractor. The General Contractor will be responsible for all traffic control. Affected businesses directly fronting or adjacent to the works shall have vehicle access at all times. Traffic flow will be maintained at all times during construction with at least a minimum of single lane alternating traffic. Delays to alternating traffic in one direction shall not exceed 15 minutes unless approved by the Municipality. Outside of construction hours, traffic flow will be restored to 2 lane-2 way traffic. Safe pedestrian routing through the site must be maintained on Chemainus Road through the construction zone at all times before and after construction. Full closure of Chemainus Road may not be allowed unless a proposed detour is approved by the Municipality. Any detours will be at the coordination and cost of the Contractor.

The roadway shall be signed '30 km/h Speed Limit in Construction Zone'. The General Contractor shall also ensure that the condition of all areas of the interim gravel surfaces within the driving lane are maintained free of pot holes at all times; and, that signage be provided for, but not limited to, bumps and loose gravel.

- 4.8 The General Contractor is responsible for contacting BC One Call and any other utility owners to acquire existing underground locates. The General Contractor will be responsible for any permits as required by utility companies to perform the proposed works in this Contract.

- 4.9 The General Contractor to be responsible for dewatering on the construction site, including utility trenches.
- 4.10 The General Contractor will be responsible for maintaining the existing security fencing on the east boundary from Bare Point Road to Victoria Street to ensure the property of Western Forest Products and of Island Timberlands is closed to any public access off Chemainus Road. The Contractor must acquire permission from these landowners to access these properties for any reason. The security fence shall be inspected at the end of each workday to ensure there are no breaches in the fence.
- 4.11 All existing abandoned metal (i.e. manhole frames and lids, catchbasin frames and rims, valve boxes, hydrants, etc.) as required to be removed from the site as part of this Contract shall be the property of the Municipality. The General Contractor shall deliver materials to the Municipality's Operations / Public Works Yard at 2975 Sprott Road, Duncan BC, or designated site.
- 4.12 All existing asphalt, concrete, trench material, common excavation, and all other earthwork material as indicated on the Contract Drawings to be disposed shall be disposed of at a location as approved by the Municipality.
- 4.13 The General Contractor shall be responsible for removal, handling and disposal of asbestos cement pipe where asbestos pipe may be encountered, including but not limited to crossings and removal shown on the Contract Drawings.
- 4.14 Until such time that the full extents of the existing asphalt is removed to start road re-construction, all areas absent of asphalt within the 3.5m driving lane shall be restored with the appropriate road base materials as per municipal specifications; and, a temporary minimum 50mm lift of hot mix or cold mix patch within 48 hours of initial asphalt removal. The road shall be inspected at the end of each day for potholes or other hazards that must be promptly repaired.
- 4.15 The General Contractor shall cooperate with the Municipality to allow the following companies access to the site during the construction process to complete parts of the project:
- municipal staff for construction administration inspection; signage installation; electrical inspection; and crews on site periodically to complete various tasks or repairs to existing utilities, as required;

- Duncan Paving for paving activities and to install concrete curbs or sidewalks, installation of the majority of the road base gravels, crush gravels, and paving;
- LANARC representatives to inspect installation of hard and soft landscaping as per the specifications;
- AES Electrical to inspect installation of electrical works;
- Scho's Line Painting for road painting; and
- The geotechnical consultant as acquired by the Municipality.

Note that the Municipality as the Contract Administrator will administrate the above contractors or individuals but the General Contractor shall cooperate with the Municipality to schedule these contractors and their services throughout the project program. The General Contractor will accept the above noted contractors or individuals onto the site under the General Contractor Prime Contractor Status and do the appropriate safety protocols and meetings as required by WorkSafe BC.

Civil engineering drawings Sheet 301 (Roundabout Signing Plan) and Sheet 302 (Surface Works Geometrics & Pavement Markings) are not part of the Contract but are included for reference. These drawings are to assist the Contractor with scheduling of these services as administered by the Municipality.

- 4.16 A staging area for laydown and staging of materials, equipment, and site trailer may be located in the boulevard widening south of 9616 Chemainus Road, however, it must not encroach into the railway property without permission of the Island Corridor Foundation. The Contractor may make a request from the Municipality to store some select items such as street lights, kiosk and other expensive materials at the Chemainus Sewage Treatment Plant located on Bare Point Road. This site is gated and locked, however, the Contractor will still be liable for damage, vandalism and theft of any material left in this yard. This site has limited space in the yard. It will be the responsibility of the Contractor to lock the gates to this facility after using the yard.
- 4.17 The Contractor will schedule bi-weekly meetings with community stakeholders and the MNC representatives.
- 4.18 The Contractor is to remove and dispose of two existing piles of concrete rubble. This concrete is from a previous building foundation demolition and contains embedded rebar. The cost shall be a lump sum and the actual volume for the estimation of the costs shall be

determined by the Contractor by visiting the site prior to the closing of the Tender. Photos as per Appendix E.

- 4.19 Duncan Paving will be pulverizing (mulching) the existing asphalt on site where possible, which will be re-used as road base crush gravel materials. The site also requires additional crush gravel base to complete final road grades and will be supplied and installed by Duncan Paving as well. They will also be responsible for general grading and final tight blading of the road base to make the road asphalt ready. The General Contractor will be responsible for the installation and supply of crush base under all other structures gravels (i.e. curb, sidewalk, off road bike lanes, paver stones, etc.) other than roadway areas. Where it is not practical to mobilize Duncan Paving for isolated sections of roadway, the General Contractor may install smaller quantities up to 250 tonnes of crush gravels where required to suit the work plan. This includes crush required for items like re-routing or temporary driving lanes, temporary elevation transitioning, driveways, and possible detours. A provisional line item has been added to the Form of Tender with an estimated quantity of 25mm minus crush gravels and will be included in the final price of the Tender. The General Contractor is responsible for adjusting road sub base elevation where indicated in cross sections on the engineering drawings.
- 4.20 The Contractor shall provide a brief itemized Work Plan to be attached to the Form of Tender. This Work Plan shall incorporate the general stages of the project. It will outline the planned order of construction, how it manages the traffic flow, and how it incorporates the timing of the contractors described in items 4.15 and 4.19. Estimated timelines or milestones may be provided, however, it does not require actual dates as that will be provided with the Project Schedule in a separate document.

END OF SECTION

This page intentionally left blank.

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

SUPPLEMENTARY TO INSTRUCTIONS TO TENDERERS – PART II

1.0 Standard Amendments to MMCD Instructions To Tenderers (ITT) – Part II:

ITT No.	Paragraph No.	Title	Action
5.0	5.1.1	Tender Requirements	REPLACE: "signature(s) must be in original handwriting;" with "signature is required by digital scanned format;"
5.3		Tender Requirements	ADD: 5.36 Appendix 6 – "Labour Costs" ,- a complete list of labour positions and rates used for Force Account Work Superintendents, General Foreman and all Supervisors above Foreman shall be covered by the general overhead costs. ADD: 5.37 Appendix 7 – "Equipment Rates" - a complete list of major equipment rates used for Force Account Work major equipment. Rates shall be in line with BC Blue Book Equipment Rental Rate Guide. ADD: 5.38 Appendix 8 – "Work Plan" ,- Contractor shall provide work plan generally describing the construction process.
12.0	12.1 – 12.5	Amendment of Tenders	REPLACE: 12.1 – 12.5 with "All amendments as per Bonfire instructions as issued on the portal at: https://northcowichan.bonfirehub.ca/portal/

END OF SECTION

This page intentionally left blank.

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

INSTRUCTIONS TO TENDERERS - PART II

TABLE OF CONTENTS.....	Page No.
5.0 Tender Requirements.....	18
6.0 Qualifications, Modifications, Alternative Tenders	19
7.0 Approved Equals	19
8.0 Inspection of the Place of the Work.....	19
9.0 Interpretation of Contract Documents	20
10.0 Prices.....	20
11.0 Taxes	21
12.0 Amendment of Tenders	21
13.0 Duration of Tenders	22
14.0 Qualifications of Tenderers	22
15.0 Award	22
16.0 Subcontractors	24
17.0 Optional Work	24

(DO NOT USE WITHOUT REFERENCE TO "INSTRUCTIONS TO TENDERERS - PART I")

5.0 Tender Requirements

- 5.1 A tender must be on the Form of Tender as provided and be signed by the authorized signatory(s) as follows:
- 5.1.1 signature(s) must be in original handwriting;
 - 5.1.2 if the tenderer is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venturer must be included, and each partner or joint venturer must sign personally; if a partner or joint venturer is a corporation then such corporation must sign as indicated in paragraph 5.1.3 below; and
 - 5.1.3 if the tenderer is a corporation then the full name of the corporation must be included, together with the names and signatures of authorized signatories.
- 5.2 A tender must be accompanied by tender security ("*Bid Security*") in the form of:
- 5.2.1 a bid bond issued by a surety licensed to carry on the business of suretyship in British Columbia in a form reasonably satisfactory to the *Owner*; or
 - 5.2.2 cash, bank draft or letter of credit in a form acceptable to the *Owner*;
- in an amount equal to 10% of the *Tender Price*.
- 5.3 A tender must include the following Appendices:
- 5.3.1 Appendix 1 - the *Schedule of Quantities and Prices*;
 - 5.3.2 Appendix 2 - a "*Preliminary Construction Schedule*", generally in the form attached as Appendix 2 to the Form of Tender, and showing *Substantial Performance* by the date or within the duration, shown in paragraph 2.2 of the Form of Tender;
 - 5.3.3 Appendix 3 - name and brief description of the previous experience of the *Superintendent* the tenderer will use for the *Work*;
 - 5.3.4 Appendix 4 - a list of previous comparable work, including a brief description of that work, approximate contract value, and references (with phone numbers); and
 - 5.3.5 Appendix 5 - a complete list of all subcontractors, if any, that the tenderer will use for the *Work* including full names.

- 5.4 The successful tenderer will, within 15 *Days* of receipt of the written *Notice of Award*, be required to deliver to the *Owner* the items listed in FT5.1.1, including a Performance Bond and a Labour and Material Payment Bond as described in FT5.1.1(a), failing which the provisions of FT6.1 will apply.
- 6.0 **Qualifications, Modifications, Alternative Tenders**
- 6.1 Tenders which contain qualifications, or omissions, so as to make comparison with other tenders difficult, may be rejected by the *Owner*.
- 6.2 A tenderer may, at the tenderer's election, submit an alternative tender ("*Alternative Tender*") which varies the materials, products, designs or equipment from those approved under the *Contract Documents*, or approved by the *Owner* as *Approved Equals* as the case may be, but an *Alternative Tender* must be in addition to, and not in substitution for, a tender which conforms to the requirements of the *Contract Documents*.
- 6.3 The only *Alternative Tender* that the *Owner* may accept is an *Alternative Tender* submitted by that tenderer whose conforming tender, submitted as required by paragraph 6.2 of these Instructions to Tenderers - Part II, would have been accepted by the *Owner* in preference to other conforming tenders, if no *Alternative Tenders* had been invited.
- 7.0 **Approved Equals**
- 7.1 Prior to the *Tender Closing Time and Date* a tenderer may request the *Owner* to approve materials, products, or equipment ("*Approved Equal*") to be included in a tender in substitution for items indicated in the *Contract Documents*.
- 7.2 Applications for an *Approved Equal* must be in writing, and supported by appropriate supporting information, data, specifications and documentation.
- 7.3 If the *Owner* decides in its discretion to accept an *Approved Equal*, then the *Owner* will issue an addendum to all tenderers.
- 7.4 The *Owner* is not obligated to review or accept any application for an *Approved Equal*.
- 8.0 **Inspection of the Place of the Work**
- 8.1 All tenderers, either personally or through a representative, are responsible to examine the *Place of the Work* before submitting a tender. A tenderer has full responsibility to be familiar with and make allowance in the tender for all conditions at the *Place of the Work* that might affect the tender, including any information regarding subsurface soil conditions made available by the *Owner*, the location of the *Work*, local conditions, topographical soil conditions, weather and access. Unless otherwise specified in the *Contract Documents*, a tenderer is not required to do subsurface investigations. By submitting a tender, a tenderer represents that the tenderer has examined the *Place of the Work*, or specifically elected not to. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the *Place of the Work* which were reasonably foreseeable by a contractor qualified to undertake the *Work*.
- 8.2 Tenderers are referred to GC 11.2.1 regarding **Concealed or Unknown Conditions**.

- 9.0 Interpretation of Contract Documents**
- 9.1 If a tenderer is in doubt as to the correct meaning of any provision of the *Contract Documents*, the tenderer may request clarification from the person named in paragraph 1.2 of the Instructions to Tenderers - Part I.
- 9.2 If a tenderer discovers any contradictions or inconsistencies in the *Contract Documents* or its provisions, or any discrepancies between a provision of the *Contract Documents* and conditions at the *Place of the Work* as observed in an examination under paragraph 8 of the Instructions to Tenderers - Part II, the tenderer shall immediately notify the person named in paragraph 1.2 of the Instructions to Tenderers - Part I.
- 9.3 If the *Owner* considers it necessary, the *Owner* may issue written addenda to provide clarification(s) of the *Contract Documents*.
- 9.4 No oral interpretation or representations from the *Owner* or any representative of the *Owner* will affect, alter or amend any provision of the *Contract Documents*.
- 10.0 Prices**
- 10.1 The Tendered Price will represent the entire cost excluding GST to the *Owner* of the complete *Work* based on the estimated quantities in the *Schedule of Quantities and Prices* of the Form of Tender. Notwithstanding the generalities of the above, tenderers shall include in the tendered prices (including unit prices, lump sum prices, or other forms of pricing) sufficient amounts to cover:
- 10.1.1 the costs of all labour, equipment and material included in or required for the *Work*, including all items which, while not specifically listed in the *Schedule of Quantities and Prices*, are included in the *Work* specifically or by necessary inference from the *Contract Documents*;
- 10.1.2 all assessments payable with respect to labour as required by any statutory scheme such as unemployment insurance, holiday pay, insurance, CPP and all employee benefits and the Workers Compensation Act;
- 10.1.3 all overhead costs, including head office and on-site overhead costs, and all amounts for the *Contractor's* profit.
- 10.2 The tendered prices and all subcontracts must allow for compliance with all applicable laws regarding trade or other qualifications of employees performing the *Work*, and payment of appropriate wages for labour included in or required for the *Work*.

11.0 Taxes

11.1 The tendered prices shall cover all taxes and assessments of any kind payable with respect to the *Work*, but shall not include *GST*. *GST* shall be listed as a separate item as required by GC 19.2

12.0 Amendment of Tenders

12.1 A tenderer may amend or revoke a tender by giving written notice, delivered by hand, mail or fax, to the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part I at any time up until the *Tender Closing Date and Time*. An amendment or revocation that is received after the *Tender Closing Date and Time* shall not be considered and shall not affect a tender as submitted.

12.2 An amendment or revocation must be signed by an authorized signatory of the tenderer in the same manner as provided by paragraph 5.1 of these Instruction to Tenderers - Part II.

12.3 Any amendment that expressly or by inference discloses the tenderer's *Tender Price* or other material element of the tender such that, in the opinion of the *Owner*, the confidentiality of the tender is breached, will invalidate the entire tender.

12.4 An acceptable form of a tender amendment which tenderers may, but are not required to, use is as follows:

"Contract:

(TITLE OF CONTRACT)

Reference No.

(OWNER'S CONTRACT REFERENCE NO.)

TO:

(NAME OF OWNER)

We the undersigned wish to amend our tender which we submitted for the above *Contract* by deleting the following tendered prices or items from our tender:

(TENDERED PRICES AND/OR TENDER ITEMS IN THE TENDER THAT ARE TO BE AMENDED)

and substituting the following revised tendered prices or items:

(REVISED TENDERED PRICES OR TENDER ITEMS)

The extensions in our tender should be adjusted accordingly, and our **Tender Price** as set out in Appendix 1 of our submitted **Form of Tender**, and on the **Schedule of Quantities and Prices**, increased/decreased by \$_____, excluding *GST*. We have not included our revised **Tender Price** in order to preserve the confidentiality of our tender.

Signed and delivered the ____ day of _____, 20____."

- 12.5 If a tender amendment or revocation is sent by fax the tenderer assumes the entire risk that equipment and staff at the office referred to in paragraph 3.1 of the Instructions to Tenderers - Part I will properly receive the fax containing the amendment or revocation before the *Tender Closing Date and Time*. The *Owner* assumes no risk or responsibility whatsoever that any fax will be received as required by paragraph 12.1 of these Instructions to Tenderers - Part II, and shall not be liable to any tenderer if for any reason a fax is not properly received.
- 13.0 Duration of Tenders** 13.1 After the *Tender Closing Time*, a tender shall remain valid and irrevocable as set out in paragraph 5.1 of the Form of Tender.
- 14.0 Qualifications of Tenderers** 14.1 By submitting a tender a tenderer is representing that it has the competence, qualifications and relevant experience required to do the *Work*.
- 15.0 Award** 15.1 The *Owner* reserves the full right, in its sole discretion and according to its own judgement of its best interest to,:
- 15.1.1 reject any or all tenders;
- 15.1.2 waive any defect or deficiency in a tender which does not materially affect the tender or the *Tender Price* relative to other tenders and accept that tender;
- 15.1.3 accept any tender, including an *Alternative Tender* which, in accordance with paragraph 6.3 of these Instructions to Tenderers - Part II, the *Owner* may accept.
- In exercising its discretion the *Owner* will have regard to the information provided in the Appendices to the Form of Tender as described under IT5.3 including the proven experience of the tenderer, and any listed subcontractors, to do the *Work*. In no event shall the *Owner* be liable for a tenderer's costs of preparing a tender.
- 15.2 Tenderers will not be permitted to alter or amend tendered prices included in a tender after the *Tender Closing Time*. If prior to an award of the *Contract* the *Owner* identifies changes the *Owner* wishes to make to the *Contract Documents*, then such changes shall be dealt with after the award of the *Contract* as *Changes*, and the provisions of GC 7 shall apply.
- 15.3 The *Owner* will notify the successful tenderer in writing.

- 15.4 If there are any discrepancies in the *Schedule of Quantities and Prices* between the unit prices and the extended totals then the unit prices shall be deemed to be correct, and corresponding corrections shall be made to the extended totals. If a unit price or extended total has been omitted, the following shall apply:
- a) If a unit price is given but the corresponding extended total has been omitted, then the extended total shall be calculated from unit price and the estimated quantity, and inserted as the extended total;
 - b) If an extended total is given but the corresponding unit price has been omitted, then the unit price shall be calculated from the extended total and the estimated quantity, and inserted as the unit price;
 - c) If both the unit price and the corresponding extended total for a tender item have been omitted, then the following test shall be applied to determine whether the tender shall be rejected as incomplete:
 - (i) the highest of the unit prices tendered by other tenderers for that tender item shall be used as the test unit price, and the corresponding test extended total shall be calculated from the test unit price and the estimated quantity;
 - (ii) if the test extended total for the tender item exceeds 1% of the revised total *Tender Price*, including the test extended total, or if the revised total *Tender Price*, including the test extended total, alters the ranking of the tenderers according to lowest *Tender Price*, then the omitted unit price for that tender item is deemed to materially affect the *Tender Price* relative to other tenders and the tender shall be rejected;
 - iii) if the tender is not rejected under subparagraph (ii) of this IT 15.4(c), then the unit price and the extended total for that tender item shall both be deemed to be zero, and the costs for that tender item shall be deemed to be included in other tender item prices;
 - d) In no event shall page totals in the *Schedule of Quantities and Prices* or the total *Tender Price* be used to calculate missing extended totals or unit prices.

- 16.0 Subcontractors** 16.1 The *Owner* reserves the right to object to any of the subcontractors listed in a tender. If the *Owner* objects to a listed subcontractor(s) then the *Owner* will permit a tenderer to, within 5 days, propose a substitute subcontractor(s) acceptable to the *Owner* provided that there is no resulting adjustment in the *Tender Price* or the completion date set out in paragraph 2.2 of the Form of Tender. A tenderer will not be required to make such a substitution and, if the *Owner* objects to a listed *Subcontractor(s)*, the tenderer may, rather than propose a substitute subcontractor(s), consider its tender rejected by the *Owner* and by written notice withdraw its tender. The *Owner* shall, in that event, return the tenderer's bid security.
- 17.0 Optional Work** 17.1 If the *Schedule of Quantities and Prices* includes any tender prices for *Optional Work*, as defined in GC 1.41, then tenderers must complete all the unit prices for such *Optional Work*. Such tender prices shall not include any general overhead costs, or other costs, or profit, not directly related to the *Optional Work*. Tenderers are directed to GC 9.4.2.
- 17.2 Notwithstanding that the *Owner* may elect not to proceed with the *Optional Work*, the tender prices for any *Optional Work*, including the extended totals for *Optional Work* unit prices, shall be included in the *Tender Price* for the purpose of any price comparisons between tenders.

Contract: Chemainus Road Corridor Improvements Stage 2

Reference No.: 2020-14

FORM OF TENDER

The Corporation of the District of North Cowichan (hereinafter referred to as the "Municipality")

TO OWNER:

1 WE, THE UNDERSIGNED:

- 1.1 have received and carefully reviewed all of the *Contract Documents*, including the *Instructions to Tenderers*; the specified edition of the Municipality's (MNC) *Schedule "B" Bylaw #1851 Engineering Standards, Specifications and Standard Detail Drawings*; and, the following Addenda:

- 1.2 have full knowledge of the *Place of the Work*, and the *Work* required; and

- 1.3 have complied with the *Instructions to Tenderers*; and

2 ACCORDINGLY WE HEREBY OFFER:

- 2.1 to perform and complete all of the *Work* and to provide all the labour, equipment and material all as set out in the *Contract Documents*, in strict compliance with the *Contract Documents*; and
- 2.2 to achieve *Substantial Performance* of the *Work* on or before **October 30, 2020.**
- 2.3 to do the *Work* for the price, which is the sum of the products of the actual quantities incorporated into the *Work* and the appropriate lump sums set out in Appendix 1, the "*Schedule of Quantities and Prices*", plus any specific prices and adjustment amounts as provided by the *Contract Documents*. For the purposes of tender comparison, our offer is to complete the *Work* for the "*Tender Price*" as set out on Appendix 1 of this

Form of Tender. Our *Tender Price* is based on the estimated quantities listed in the *Schedule of Quantities and Prices*, and excludes *GST*.

3 WE CONFIRM:

- 3.1 that we understand and agree that the quantities as listed in the *Schedule of Quantities and Prices* are estimated, and that the actual quantities will vary; and
- 3.2 that we understand any construction items or tasks shown on the Contract Drawings not listed in the *Schedule of Quantities* are to be considered incidental to the cost of the Contract as stated in this Tender.

4 WE CONFIRM:

- 4.1 that the following appendices are attached to and form a part of this tender:
 - 4.1.1 the appendices as required by paragraph 5.3 of the Instructions to Tenderers - Part II; and
 - 4.1.2 the *Bid Security* as required by paragraph 5.2 of the Instructions to Tenderers - Part II.

5 WE AGREE:

- 5.1 that this tender will be irrevocable and open for acceptance by the *Owner* for a period of ninety (90) calendar days from the day following the *Tender Closing Date and Time*, even if the tender of another tenderer is accepted by the *Owner*. If within this period the *Owner* delivers a written notice ("*Notice of Award*") by which the *Owner* accepts our tender we will:
 - 5.1.1 within fourteen (14) *Days* of receipt of the written *Notice of Award* deliver to the *Owner*:
 - a) a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the *Contract Price*, covering the performance of the *Work* including the *Contractor's* obligations during the *Maintenance Period*, issued by a surety licensed to carry on the business of suretyship in the province of British Columbia, and in a form acceptable to the *Owner*;

- b) a *Construction Schedule*, as provided by GC 4.6.1;
- c) a "clearance letter" indicating that the tenderer is in WorkSafe BC compliance;
- d) a copy of the insurance policies as specified in GC 24 indicating that all such insurance coverage is in place;
- e) a copy of the completed Municipality of North Cowichan Highway Construction Permit, Appendix A; and
- f) a copy of the completed Prime Contractor's Responsibility form, Appendix B.

5.1.2 within 2 *Days* of receipt of written "*Notice to Proceed*", or such longer time as may be otherwise specified in the *Notice to Proceed*, commence the *Work*; and

5.1.3 sign the Contract Documents as required by GC 2.1.2.

6 WE AGREE:

6.1 to be Prime Contractor at all times until released from requirement or upon issuance of Final Completion.

7 WE AGREE:

7.1 that, if we receive written *Notice of Award* of this *Contract* and, contrary to paragraph 5 of this Form of Tender, we:

7.1.1 fail or refuse to deliver the documents as specified by paragraph 5.1.1 of this Form of Tender; or

7.1.2 fail or refuse to commence the *Work* as required by the *Notice to Proceed*,

then such failure or refusal will be deemed to be a refusal by us to enter into the *Contract* and the *Owner* may, on written notice to us, award the *Contract* to another party. We further agree that, as full compensation on account of damages suffered by the *Owner* because of such failure or refusal, the *Bid Security* shall be forfeited to the *Owner*, in an amount equal to the lesser of:

7.1.3 the face value of the *Bid Security*; and

7.1.4 the amount by which our *Tender Price* is less than the amount for which the *Owner* contracts with another party to perform the *Work*.

8 OUR ADDRESS is as follows:

Phone: (____) ____ - ____

Fax: (____) ____ - ____

Attention: _____

This Tender is executed this ____ day of _____, 20__.

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

APPENDIX 1 - SCHEDULE OF QUANTITIES AND PRICES

(See paragraph 5.3.1 of the Instructions to Tenderers - Part II)

(All prices and *Quotations* including the *Contract Price* shall include all *Taxes*, except the *GST* which shall be shown separately.)

SUMMARY SHEET

Section 1.0: General Conditions \$ _____

Section 2.0: Surface Improvements \$ _____

Section 3.0 Electrical \$ _____

Section 4.0 Landscaping \$ _____

Section 5.0 Optional Work \$ _____

TOTAL TENDER PRICE \$ _____

GST \$ _____

A. TOTAL TENDER PRICE (Including GST) \$ _____

APPENDIX 1 - SCHEDULE OF QUANTITIES & PRICES

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.0 GENERAL CONDITIONS						
1.1	MMCD GC 18.5	Insurance, Bonding, and Permits	Lump Sum	1		
1.2	MMCD GC 18.5	Traffic Management Plan	Lump Sum	1		
1.3	MMCD GC 18.5	Traffic Control Detours & Detour Signage	Lump Sum	1		
1.4	MMCD GC 18.5	Construction Survey	Lump Sum	1		
1.5	MMCD GC 18.5	As-Constructed Survey and Red Line Drawing Mark ups	Lump Sum	1		
SECTION 1.0 - GENERAL CONDITIONS TOTAL:						

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2.0 SURFACE IMPROVEMENTS						
2.1	MMCD GC 18.5	Remove and dispose abandoned corrugated metal pipe up to 1.5m deep & back filled as per MNC Standards Road Specifications Section 3.7.1.	Lm	300		
2.2	MMCD GC 18.5	Remove & dispose abandoned wood stave pipe up to 1.5m deep back filled as per MNC Standards Road Specifications Section 3.7.1.	Lm	180		
2.3	MMCD GC 18.5	Removal and disposal of existing curb & gutter, sidewalk, and panels adjacent to buildings.	Lm	405		
2.4	MMCD GC 18.5	Removal and disposal of existing asphalt of all thicknesses or multiple layers to a max depth of 0.30m - Saw cut to tie into all existing roadways.	m ²	350		
2.5	MMCD GC 18.5	Removal and disposal of organics and existing road base or sub base as required for grading adjustments.	Tonne	2200		
2.6	MMCD GC 18.5	Supply and install 75mm minus pit run sub base for road or sidewalk areas.	Tonne	1800		
2.7	MMCD GC 18.5	Supply and install 25mm minus crush road paver stone base & misc. - Refer to ITT Part I - Item 4.19..	Tonne	225		
2.8	MMCD GC 18.5	Curb & gutter prep - includes 100mm of 25mm minus crush to 50mm above design grade - Extruder ready.	Lm	1386		
2.9	MMCD GC 18.5	Garden Curb prep includes 150mm of 25mm minus crush as per landscape drawings.	Lm	130		
2.10	MMCD GC 18.5	Concrete ribbon (flush paver edging) prep includes 150mm of 25mm minus crush as per landscape drawings.	Lm	76		
2.11	MMCD GC 18.5	1.50 - 1.8m wide sidewalk prep (2-stage process) - 75mm crush to 25mm below design grade with 25mm top up to bottom of forms for total of 100mm thickness.	Lm	1165		
2.12	MMCD GC 18.5	Varied widths of sidewalk or driveway aprons prep - min. 100mm of 25mm minus crush.	m ²	545		
2.13	MMCD GC 18.5	1.50m wide bike lane prep outside of roadways adjacent to sidewalks - 100mm of 25mm minus crush to asphalt ready (this includes conc ramps).	Lm	385		

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
2.0 SURFACE IMPROVEMENTS (cont'd)						
2.14	MMCD GC 18.5	Break out manhole frames (set aside), install conc riser rings to within 150mm of design grade and steel plate - to be re-installed and set by MNC paving contractor.	Lump Sum	1		
2.15	MMCD GC 18.5	Replace expired and supply new manhole frame and lids to be re-installed and set by MNC paving contractor.	each	18		
2.16	MMCD GC 18.5	Supply and installation of standard galvanized 7' (2.15m) high chain link fence c/w 600 series commercial open polypropylene mesh.	Lm	620		
2.17	MMCD GC 18.5	Re-shaping and topping up of rain garden drain rock ready for top soil to be installed (after curbs are installed).	Lump Sum	1		
2.18	MMCD GC 18.5	Supply and install 75-100mm dia river rock in rain gardens c/w geo fabric under (numerous locations).	Lump Sum	1		
2.19	MMCD GC 18.5	Supply and installation of 500mm W x 100mm H of 25mm minus blue crush behind & flush for east side sidewalk.	Lump Sum	1		
2.20	MMCD GC 18.5	Base prep for paver stones for supply and install 25mm select sand.	m ²	630		
2.21	MMCD GC 18.5	Supply and installation of aluminum pedestrian pathway bridges.	each	2		
2.22	MMCD GC 18.5	Removal and disposal of existing on-site concrete rubble. Refer to ITT Part I - Item 4.18.	Lump Sum	1		
SECTION 2.0 - SURFACE IMPROVEMENTS TOTAL:						

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3.0 ELECTRICAL						
3.1	MMCD GC 18.5	Supply and installation of Pilaster on Hydro Pole	Lump Sum	1		
3.2	MMCD GC 18.5	Supply and install of all conduits and pull boxes as required to complete the all electrical works	Lump Sum	1		
3.3	MMCD GC 18.5	Kiosk shop drawings	Lump Sum	1		
3.4	MMCD GC 18.8	Supply and install of Kiosk inc. concrete base	each	1		
3.5	MMCD GC 18.10 Item 1.9	Supply and installation of street light bases	each	24		
3.6	MMCD GC 18.10 Item 1.9	Supply and install of street lights	each	24		
3.7	MMCD GC 18.5	Supply and install of bike charger receptacles	each	2		
3.8	MMCD GC 18.5	Supply and install of tree receptacles	each	38		
3.9	MMCD GC 18.5	Supply and install of all electrical wiring for 2 bike charger receptacles	Lump Sum	1		
3.10	MMCD GC 18.5	Supply and install of all electrical wiring for tree light receptacles.	Lump Sum	1		
3.11	MMCD GC 18.5	Supply and install of all electrical wiring for Street Lights	Lump Sum	1		
3.12	MMCD GC 18.5	Supply and install of bases, poles and all equipment related to the pedestrian signalized pedestrian crossings	Lump Sum	1		
3.13	MMCD GC 18.5	On-site walk through and demonstration of all operative equipment	Lump Sum	1		
3.14	MMCD GC 18.5	Operation documents, instruction manuals, and as-built red line drawings	Lump Sum	1		
SECTION 3.0 - ELECTRICAL TOTAL:						

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
4.0 LANDSCAPING						
4.1	Refer to Appendix C	Trees - 5cm Cal. Deciduous	each	7		
4.2	Refer to Appendix C	Trees - 6cm Cal. Deciduous	each	38		
4.3	Refer to Appendix C	Shrubs, Perennials, Rushes, and Sedges 10cm Pot	each	2126		
4.4	Refer to Appendix C	Shrubs, Perennials, Rushes, and Sedges #1 Pot	each	2310		
4.5	Refer to Appendix C	Shrubs, Perennials, Rushes, and Sedges #2 Pot	each	12		
4.6	Refer to Appendix C	Seeded Grasses	m2	2020		
4.7	Refer to Appendix C	Grass Sod	m2	840		
4.8	Refer to Appendix C	Growing Medium for Seeded and Sod Areas (150mm depth)	m2	2860		
4.9	Refer to Appendix C	Growing Medium for Planting and Rain Garden Areas (450mm depth)	m2	1245		
4.10	Refer to Appendix C	Mulch	m2	1245		
4.11	Refer to Appendix C	Landscape Boulders	each	25		
4.12	Refer to Appendix C	CIP Concrete Seatwall	Lm	10		
4.13	Refer to Appendix C	Seatwall Backrests - Yellow Cedar Backrest w/ Steel Stanchions	each	2		
4.14	Refer to Appendix C	CIP Concrete Planter Curbs	Lm	130		
4.15	Refer to Appendix C	CIP Concrete Flush Paver Edging	Lm	76		
4.16	Refer to Appendix C	Precast Concrete Unit Pavers 60 mm thickness - pedestrian areas	m2	210		
4.17	Refer to Appendix C	Precast Concrete Unit Pavers 80 mm thickness - vehicle areas	m2	377		
4.18	Refer to Appendix C	Stabilized Crushed Rock Surfacing	m2	24		
4.19	Refer to Appendix C	Metal landscape edging	Lm	21		

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
4.0 LANDSCAPING (cont'd)						
4.20	Refer to Appendix C	Millennium 300 Waste Receptacle	each	4		
4.21	Refer to Appendix C	6' Victor Stanley Steel bench	each	1		
4.22	Refer to Appendix C	Inverted U Steel Bike Rack	each	5		
4.23	Refer to Appendix C	Victor Stanley Steel Picnic Table	each	1		
4.24	Refer to Appendix C	Automatic Irrigation System	Lump Sum	1		
4.25	Refer to Appendix C	Landscape Maintenance Period 1 - installation through April 30, 2021	each	1		
4.26	Refer to Appendix C	Landscape Maintenance Period 2 - May 1 through June 30, 2021	each	1		
4.27	Refer to Appendix C	Landscape Maintenance Period 3 - July 1 through August 31, 2021	each	1		
4.28	Refer to Appendix C	Landscape Maintenance Period 4 - Sep 1 through remainder of warranty	each	1		
SECTION 4.0 - LANDSCAPING TOTAL:						

ITEM NO.	MEASURE OF PAYMENT	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
5.0 OPTIONAL WORK						
5.1	MMCD GC 18.16	Upgrade cost to change chain link fence to black posts & rail and 6 gauge black chain link wire. Refer to Supplementary to Specifications - 6.0 Chain Link Fence Screen.	Lm			
5.2	MMCD GC 18.16	Upgrade cost to change fence to 2.15m high steel panel and wood post. Refer to Supplementary to Specifications - 7.0 Optional Corrugated Steel Fence.	Lm			
SECTION 5.0 - OPTIONAL WORK TOTAL:						

(See paragraph 5.3.2 of the Instructions to Tenderers - Part II)

MILESTONE DATES

[illegible]

Tenderer's Initials_____

APPENDIX 3 - EXPERIENCE OF SUPERINTENDENT

(See paragraph 5.3.3 of the Instructions to Tenderers - Part II)

Name: _____

Experience:

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Dates: _____

Project Name: _____

Responsibility: _____

References: _____

Tenderer's Initials _____

APPENDIX 4 - COMPARABLE WORK EXPERIENCE

(See paragraph 5.3.4 of the Instructions to Tenderers - Part II)

PROJECT	OWNER/ CONTRACT NAME	PHONE NUMBER	WORK DESCRIPTION	VALUE (\$)

Tenderer's Initials_____

APPENDIX 5 - SUBCONTRACTORS

(See paragraph 5.3.5 of the Instructions to Tenderers - Part II)

TENDER ITEM	TRADE	SUBCONTRACTOR NAME	PHONE NUMBER
	Construction Layout		

Tenderer's Initials_____

APPENDIX 6 – LABOUR COSTS

See SIT Part II which adds 5.3.6 in the Instructions to Tenderers – Part II.

The tenderer agrees that the following labour rates shall be used to perform Force Account work as specifically authorized by the Contract Administrator. The use of small tools up to a value of \$2,000.00 each shall be incidental to the work and shall be included in the hourly rates. Superintendents, General Foreman and all Supervisors above Foreman shall be covered by the general overhead costs. All payroll, overhead, profit and related charges should be incorporated in the rates below.

LABOUR	RATE

The tenderer warrants that the rates listed herein are a true representation of actual cost for labour plus related payroll assessments and benefits plus specified markup for overhead and profit in accordance with GC 10.1 – Force Account Costs. Supporting documentation shall be provided to the Contract Administrator in accordance with MMCD GC 10.3.

Tenderer's Initials_____

APPENDIX 7 – EQUIPMENT RATES

See SIT which adds 5.3.7 in the Instructions to Tenderers – Part II.

The tenderer agrees that the following rates for major equipment shall be used to perform Force Account Work as specifically authorized by the Contract Administrator. Hourly Rates shall be provided for equipment with and without operators. All payroll, overhead, profit and related charges are incorporated in the rates below. Rates shall be in line with BC Blue Book Equipment Rental Rate Guide.

HOURLY RATES WITH OPERATOR	HOURLY RATE WITHOUT OPERATOR	EQUIPMENT (Model and Size)

The tenderer warrants that the rates listed herein are a true representation for major equipment with/without operator inclusive of all costs including specified markup to cover overhead and profit in accordance with GC 10.1 Force Account Costs, and in any event do not exceed the Blue Book Equipment Rental Rate Guide. Supporting documentation shall be provided to the Contract Administrator in Accordance with MMCD GC 10.3

Tenderer's Initials_____

APPENDIX 8 – WORK PLAN

See SIT which adds 5.3.8 in the Instructions to Tenderers – Part II.

The Tenderer shall provide a brief itemized Work Plan that generally proposes the construction process.

STEP	CONSTRUCTION PROCESS OR STAGES

Tenderer's Initials_____

END OF SECTION

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made in duplicate this ____ day of _____, 20____.

BETWEEN:

The Corporation of the District of North Cowichan

(the "Owner")

AND:

(NAME AND OFFICE ADDRESS OF CONTRACTOR)

(the "Contractor")

The Owner and the Contractor agree as follows:

- | | |
|--|--|
| Article 1 The Work
Start /
Completion
Dates | <p>1.1 The <i>Contractor</i> will perform all <i>Work</i> and provide all labour, equipment and material and do all things strictly as required by the <u><i>Contract Documents</i></u>.</p> <p>1.2 The <i>Contractor</i> will commence the work no earlier than _____. The <i>Contractor</i> will commence the <i>Work</i> in accordance with the <u><i>Notice to Proceed</i></u>. The <i>Contractor</i> will proceed with the <i>Work</i> diligently, will perform the <i>Work</i> generally in accordance with the construction schedules as required by the <u><i>Contract Documents</i></u> and will achieve <u><i>Substantial Performance</i></u> of the <i>Work</i> on or before October 30, 2020, subject to the provisions of the <u><i>Contract Documents</i></u> for adjustments to the <u><i>Contract Time</i></u>.</p> <p>1.3 Time shall be of the essence of the <i>Contract</i>.</p> |
|--|--|

Article 2 **Contract Documents**

- 2.1 The "Contract Documents" consist of the documents listed or referred to in Schedule 1, entitled "Schedule of Contract Documents", which is attached and forms a part of this Agreement, and includes any and all additional and amending documents issued in accordance with the provisions of the Contract Documents. All of the Contract Documents shall constitute the entire *Contract* between the *Owner* and the *Contractor*.
- 2.2 The *Contract* supersedes all prior negotiations, representations or agreements, whether written or oral, and the *Contract* may be amended only in strict accordance with the provisions of the Contract Documents.

Article 3 **Contract Price**

- 3.1 The price for the *Work* ("Contract Price") shall be the sum in Canadian dollars of the following:
- 3.1.1 the product of the actual quantities of the items of *Work* listed in the Schedule of Quantities and Prices which are incorporated into or made necessary by the *Work* and the unit prices listed in the Schedule of Quantities and Prices; plus
- 3.1.2 all lump sums, if any, as listed in the Schedule of Quantities and Prices, for items relating to or incorporated into the *Work*; plus
- 3.1.3 any adjustments, including any payments owing on account of *Changes* and agreed to Extra Work, approved in accordance with the provisions of the Contract Documents.
- 3.2 The Contract Price shall be the entire compensation owing to the *Contractor* for the *Work* and this compensation shall cover and include all profit and all costs of supervision, labour, material, equipment, overhead, financing, and all other costs and expenses whatsoever incurred in performing the *Work*.

Article 4 **Payment**

- 4.1 Subject to applicable legislation and the provisions of the Contract Documents, the *Owner* shall make payments to the *Contractor*.
- 4.2 If the *Owner* fails to make payments to the *Contractor* as they become due in accordance with the terms of the Contract Documents then interest calculated at 2% per annum over the prime commercial lending rate of the Royal Bank of Canada on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Article 5 Rights and Remedies

- 5.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 5.2 Except as specifically set out in the Contract Documents, no action or failure to act by the Owner, Contract Administrator or Contractor shall constitute a waiver of any of the parties' rights or duties afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach under the Contract.

Article 6 Notices

- 6.1 Communications among the Owner, the Contract Administrator and the Contractor, including all written notices required by the Contract Documents, may be delivered by hand, or by email, or by pre-paid registered mail to the addresses as set out below:

The Owner:

The Corporations of the District of North Cowichan
7030 Trans Canada Highway
DUNCAN BC V9L 6A1

Attention: David Conway, P. Eng.
Director, Engineering | Approving Officer
david.conway@northcowichan.ca

The Contractor:

Attention: _____

The Contract Administrator:

The Corporation of the District of North Cowichan
7030 Trans Canada Highway
DUNCAN BC V9L 6A1

Attention: David Conway, P.Eng.
Director, Engineering | Approving Officer

- 6.2 A communication or notice that is addressed as above shall be considered to have been received
- 6.2.1 immediately upon delivery, if delivered by hand; or
- 6.2.2 immediately upon transmission if sent by email; or
- 6.2.3 after 5 Days from date of posting if sent by registered mail.
- 6.3 The *Owner* or the *Contractor* may, at any time, change its address for notice by giving written notice to the other at the address then applicable. Similarly if the Contract Administrator changes its address for notice then the *Owner* will give or cause to be given written notice to the *Contractor*.
- 6.4 The sender of a notice by email assumes all risk that the email is received.

Article 7 General

- 7.1 This *Contract* shall be construed according to the laws of British Columbia.
- 7.2 The *Contractor* shall not, without the express written consent of the *Owner*, assign this *Contract*, or any portion of this *Contract*.
- 7.3 The headings included in the Contract Documents are for convenience only and do not form part of this *Contract* and will not be used to interpret, define or limit the scope or intent of this *Contract* or any of the provisions of the Contract Documents.
- 7.4 A word in the Contract Documents in the singular includes the plural and, in each case, vice versa.
- 7.5 This agreement shall ensure to the benefit of and be binding upon the parties and their successors, executors, administrators and assigns.

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

Contractor:

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

(AUTHORIZED SIGNATORY)

(AUTHORIZED SIGNATORY)

Owner:

The Corporation of the District of North Cowichan

(FULL LEGAL NAME OF CORPORATION, PARTNERSHIP OR INDIVIDUAL)

Mark Frame, General Manager, Financial and Protective Services

(AUTHORIZED SIGNATORY)

SCHEDULE 1

Schedule of Contract Documents

The following is an exact and complete list of the *Contract Documents*, as referred to in Article 2.1 of the Agreement.

NOTE:

The documents noted with “*” are contained in the “Master Municipal Construction Documents - General Conditions, Specifications and Standard Detail Drawings”, Platinum Edition dated 2009.

The documents noted with “**” are contained in the “Municipality of North Cowichan - Engineering Standards - Schedule B - Bylaw No. 1851 dated 1993”.

To view Engineering Standards Schedule “B” 1993 Bylaw No. 1851 on the Municipality of North Cowichan’s website, enter:

<https://www.northcowichan.ca/EN/main/departments/engineering.html>

OR

Copies of Schedule “B” Bylaw 1851 - Engineering Standards are available for purchase from the Engineering Department at the North Cowichan Municipal Hall at a cost of \$25.00 (including GST)

- 1 Invitation to Tenderers;
- 2 Instructions to Tenderers - Part I;
- 3 Supplementary to Instructions to Tenderers – Part II (MMCD)
- 4 Instructions to Tenderers - Part II (MMCD)*;
- 5 Form of Tender;
- 6 Agreement Between Owner and Contractor;
- 7 Supplementary to General Conditions (MMCD)*;
- 8 General Conditions (MMCD)*;
- 9 Supplementary to Specifications;
- 10 Standard Detail Drawings (MMCD)*;
- 11 Specifications (MNC)**;
- 12 Standard Detail Drawings (MNC)**;
- 13 Appendix A – Prime Contractor Responsibilities
- 14 Appendix B – Application for MNC Highway Construction Permit
- 15 Appendix C – Landscape Measure of Payment
- 16 Appendix D – Landscaping Specifications
- 17 Appendix E – Work Plan
- 18 Contract Drawings (Full Size)
- 19 The following Addenda:

SCHEDULE 2

List of Contract Drawings

TITLE	SHEET NO.	MNC DRAWING NO.	CONSULTANT DRAWING NO.	REVISION DATE (dd/mm/yy)	REVISION NO.
GENERAL					
COVER SHEET & PLAN DRAWINGS	Sheet 1 of 18	NC #2019-002-100	N/A	--/05/2020	A
PLAN & PROFILE (STA 0+755 to 0+960)	Sheet 2 of 18	NC #2019-002-101	N/A	--/05/2020	A
PLAN & PROFILE (STA 0+960 to 1+165)	Sheet 3 of 18	NC #2019-002-102	N/A	--/05/2020	A
PLAN & PROFILE (STA 1+165 to 1+360)	Sheet 4 of 18	NC #2019-002-103	N/A	--/05/2020	A
PLAN & PROFILE (STA 1+360 to 1+480))	Sheet 5 of 18	NC #2019-002-104	N/A	--/05/2020	A
ROUNDBOUT Curb Profile & Details	Sheet 6 of 18	NC #2019-002-105	N/A	--/05/2020	A
DRAINAGE Rain Gardens	Sheet 7 of 18	NC #2019-002-201	N/A	--/05/2020	A
DRAINAGE Rain Gardens	Sheet 8 of 18	NC #2019-002-202	N/A	--/05/2020	A
ROUNDBOUT Signing	Sheet 9 of 18	NC #2019-002-301	N/A	--/05/2020	A
SURFACE WORKS	Sheet 10 of 18	NC #2019-002-302	N/A	--/05/2020	A
GRADING PLAN Curb Returns & Spot Elevations	Sheet 11 of 18	NC #2019-002-401	N/A	--/05/2020	A
GRADING PLAN Bike Ramps & Bus Stop	Sheet 12 of 18	NC #2019-002-402	N/A	--/05/2020	A
ROUNDBOUT Island Details	Sheet 13 of 18	NC #2019-002-403	N/A	--/05/2020	A
DETAILS Typical Sections	Sheet 14 of 18	NC #2019-002-404	N/A	--/05/2020	A
CROSS SECTIONS (STA 0+810 to 0+990)	Sheet 15 of 18	NC #2019-002-501	N/A	--/05/2020	A
CROSS SECTIONS (STA 1+000 to 1+170)	Sheet 16 of 18	NC #2019-002-502	N/A	--/05/2020	A
CROSS SECTIONS (STA 1+180 to 1+360)	Sheet 17 of 18	NC #2019-002-503	N/A	--/05/2020	A
CROSS SECTIONS (STA 1+370 to 1+445; and STA 0+275 to 0+315)	Sheet 18 of 18	NC #2019-002-504	N/A	--/05/2020	A

TITLE	SHEET NO.	MNC DRAWING NO.	CONSULTANT DRAWING NO.	REVISION DATE (dd/mm/yy)	REVISION NO.
ELECTRICAL – AES					
PARTIAL STREET LIGHTING LAYOUT	Sheet 1 of 4	N/A	E1	21/05/2020	8
PARTIAL STREET LIGHTING LAYOUT	Sheet 2 of 4	N/A	E2	21/05/2020	8
PARTIAL STREET LIGHTING LAYOUT	Sheet 3 of 4	N/A	E3	21/05/2020	8
LEGEND & PARTIAL STREET LIGHTING LAYOUT	Sheet 4 of 4	N/A	E4	21/05/2020	8
LANDSCAPE – LANARC					
SITE PLAN	Sheet 1 of 21	N/A	L1.00	06/05/2020	01
SITE PLAN	Sheet 2 of 21	N/A	L1.01	06/05/2020	01
SITE PLAN	Sheet 3 of 21	N/A	L1.02	06/05/2020	01
SITE PLAN	Sheet 4 of 21	N/A	L1.03	06/05/2020	01
SITE PLAN	Sheet 5 of 21	N/A	L1.04	06/05/2020	01
ENLARGED SITE PLAN	Sheet 6 of 21	N/A	L1.05	06/05/2020	01
LANDSCAPE DETAILS	Sheet 7 of 21	N/A	L2.00	06/05/2020	01
LANDSCAPE DETAILS	Sheet 8 of 21	N/A	L2.01	06/05/2020	01
IRRIGATION PLAN	Sheet 9 of 21	N/A	L3.00	06/05/2020	01
IRRIGATION PLAN	Sheet 10 of 21	N/A	L3.01	06/05/2020	01
IRRIGATION PLAN	Sheet 11 of 21	N/A	L3.02	06/05/2020	01
IRRIGATION PLAN	Sheet 12 of 21	N/A	L3.03	06/05/2020	01
IRRIGATION PLAN	Sheet 13 of 21	N/A	L3.04	06/05/2020	01
IRRIGATION DETAILS	Sheet 14 of 21	N/A	L3.10	06/05/2020	01
IRRIGATION DETAILS	Sheet 15 of 21	N/A	L3.11	06/05/2020	01
PLANTING PLAN	Sheet 16 of 21	N/A	L4.00	06/05/2020	01
PLANTING PLAN	Sheet 17 of 21	N/A	L4.01	06/05/2020	01
PLANTING PLAN	Sheet 18 of 21	N/A	L4.02	06/05/2020	01
PLANTING PLAN	Sheet 19 of 21	N/A	L4.03	06/05/2020	01
PLANTING PLAN	Sheet 20 of 21	N/A	L4.04	06/05/2020	01
PLANTING DETAILS	Sheet 21 of 21	N/A	L4.10	06/05/2020	01

END OF SECTION

SUPPLEMENTARY TO GENERAL CONDITIONS

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

1.0 STANDARD AMENDMENTS TO MMCD GENERAL CONDITIONS:

General Conditions No.	Paragraph No.	Title	Action
1.0		Definitions	"MNC" is the abbreviation for and shall be <u>Municipality of North Cowichan</u> .
1.0		Definitions	"MMCD" is the abbreviation for and shall be <u>Master Municipal Construction Documents</u>
2.2	2.2.4 (1)	Interpretation	REPLACE: Items (a) to (l) with: <ul style="list-style-type: none"> (a) Agreement; (b) Addenda; (c) Supplementary General Conditions; (d) General Conditions (MMCD); (e) Supplementary Specifications; (f) Specifications (MNC); (g) Specifications (MMCD); (h) Drawings listed in Schedule 2 in the Agreement; (i) Standard Detail Drawings (MNC); (j) Standard Detail Drawings (MMCD); (k) Executed Form of Tender; (l) Instructions to Tenders; and (m) All Other Documents
2.2	2.2.4 (5)	Interpretation	ADD PARAGRAPH: "All construction and materials shall be in accordance with MNC Engineering Standards "Schedule B" Bylaw #1851 Specifications and Standard Detail Drawings unless shown otherwise on the contract drawings, or as specified in the contract. In the absence of Specifications and Standard Detail Drawings, noted above by MNC, the MMCD Volume II Platinum Edition Specifications are applicable."

General Conditions No.	Paragraph No.	Title	Action
3.1	3.1.1	Appointment	REPLACE: The Contract Administrator will be The Corporation of the District of North Cowichan.
4.2	4.2.2	Safety	ADD PARAGRAPH: "The Tenderer must provide a copy of their Occupational Health and Safety program with their tender submission."
4.2	4.2.3	Safety	ADD PARAGRAPH: "The Tenderer must provide a copy of their Exposure Control Plan with their tender submission."
6.4	6.4.1	Other Contractors	ADD PARAGRAPH: "The Owner will not be liable for delays caused by BC Hydro, Telus, FortisBC, Shaw, other third party utility companies, or Owner forces for work required to be undertaken within this contract."
9.4	9.4.3 – 9.4.6	Quantity Variations	REPLACE: Paragraphs 9.4.3 - 9.4.6 with "There will be no revision in rates or prices due to variation in quantities or deletion of contract items."
13.3	13.3.1	Unavoidable Delay	ADD: Any delays resulting from concealed or unknown discoveries will be considered standby time and compensated by the Blue Book definition of standby time. This includes payment for standby rates for equipment, operators, and labourers as defined in the Blue Book (BC Road Builders & Heavy Equipment Association). The time of delay begins when the Contract Administrator is notified by phone call. Any delays in excess of 2 hours will require the Contractor to mitigate as per GC 13.7 to make all reasonable efforts to find other work on site that construction efforts can be re-directed to in order to minimize standby time unless directed to do otherwise by the Contract Administrator.
18.5	18.5.1	Payment	REPLACE: "15 th Day" with "30 th Day".
18.7	18.7.4	Total Performance	ADD PARAGRAPH:

General Conditions No.	Paragraph No.	Title	Action
			<p>"Prior to requesting Total Performance, the Contractor shall ensure that the following has been submitted to and reviewed by the Municipality:</p> <ul style="list-style-type: none"> a) One set of red line as-built drawings from Contractor; b) Copies of test results; c) Copies of any geotechnical or other engineering reports; d) As-built survey information in survey data file uploadable to ACAD. Hard copy of this data file; and e) List of any deficiencies that are proposed to be bonded."
21.1	21.1.3	Evidence of Compliance	<p>ADD PARAGRAPH:</p> <p>"The Tenderer is to provide details of the previous five (5) years non-compliance notices received from the Workers' Compensation Board for violations under the WorkSafe BC Occupational Health and Safety Regulations and/or Workers' Compensation Act.</p>
21.2	21.2.1	Contractor is <i>"Prime Contractor"</i>	Change 'Substantial Performance' to 'Total Performance'.

2.0 VEHICLE DAMAGE

Contractor responsible for settling any claims related to windshield and tire/wheel damage encountered by members of the public travelling through the work zone.

3.0 DUST

Contractor responsible for settling any legitimate claims related to dust accumulation on homes or businesses near the work zone.

END OF SECTION

This page intentionally left blank.

SUPPLEMENTARY TO SPECIFICATIONS

Contract: Chemainus Road Corridor Improvements Stage 2 (Surface Improvements)

Reference No.: 2020-14

1.0 - AMENDMENTS TO BYLAW 1851 SCHEDULE 'B', ENGINEERING STANDARDS

Specifications No.	Paragraph No.	Title	Action
3	3.2.1	Excavation – General	REPLACE: "The trench shall only be excavated as far in advance of the pipe laying as permitted by the engineer" with "Open excavations longer than 35m will not be permitted."
3	3.7.2	Backfilling – Granular Backfill	ADD: (f) Open excavations must be backfilled and compacted to municipal specifications at the end of each work day. (g) Compaction and other geotechnical testing to be by the Municipality at the Municipality's discretion. The General Contractor to provide a representative sample of each backfill material for analysis upon initiation of construction. Trench backfill must also pass a proof roll (in accordance with MNC specification 7B.5.5) to be conducted by the General Contractor and witnessed by a Municipal representative.
3	3.8.1 (b)	Restoration - Roads	REPLACE (b) with: (b) Exposed gravels within the travelled lane (i.e. past the white line) including cross trenches must consist of 50mm of hot mix or cold mix patching within 48 hours of initial asphalt removal. All gravel and cold mix surfaces must be maintained smooth (no ruts / potholes) at all times.
3	3.8.1 (c)	Restoration - Roads	ADD: "or as directed by the Contract Administrator. Final saw cut shall be made within 48 hours of request. Cut line layout subject to municipal inspection and approval."

7B	7B.6. (b)1	Base materials	REPLACE (b) with: Crushed gravel shall be placed and compacted to a depth as shown on the typical cross section details as shown on the engineering drawings. The gravel shall be rolled and compacted to produce a uniform bearing capacity through the entire width and length of the work.
----	------------	----------------	--

2.0 – ENVIRONMENTAL PROTECTION

Refer to MMCD Platinum Edition Volume II Section 01 57 01 (2009).

3.0 – LANDSCAPING MEASURE OF PAYMENT

Refer to Appendix C Landscaping Measure of Payment

4.0 – LANDSCAPING SPECIFICATIONS

Refer to Appendix D Landscaping Specifications

5.0- CHAIN LINK FENCE SCREEN

Color of mesh: Black

ELEVATION VIEW

**FENCESCREEN COMMERCIAL OPEN
90% BLOCKAGE**

VARIES - MATCH FENCE HEIGHT

- FENCESCREEN PANELS WITH 2" POLYPROPYLENE WEBBING FOR EDGE REINFORCEMENT.
- 3/8" BRASS GROMMETS AT 24" ON CENTER ATTACH TO FENCE WITH FENCESCREEN FASTENERS OR GALVANIZED HOG RINGS.

ATTACHMENT DETAIL 3D

FENCE HEIGHT
SCREEN HEIGHT

ATTACHMENT ENLARGEMENT

FENCE POST
STRETCHER BAR
FENCESCREEN
EDGE BINDING
GROMMET

NOTE:

- INSTALL PER FENCESCREEN MANUFACTURER RECOMMENDATION
- REFER TO STRUCTURAL PLANS FOR ALL FOOTING SIZE

AVAILABLE COLORS:

GREEN

BLACK

**600
SERIES**

**COMMERCIAL OPEN
POLYPROPYLENE MESH**

DRAWING # PL600 Commercial Open

888-313-6313

WWW.FENCESCREEN.COM

6.0 - OPTIONAL CORRUGATED STEEL FENCE

Specifications:

- Corrugated steel panel color: Black (optional galvanized non-painted);
- Fence Height: 2.15m (7");
- Posts: 6" x 6" treated and coated with Sico (Sikkens) SRD wood finish stain, color : Mahogany;
- Maximum spacing between posts: 8';
- Horizontal members (back side): 3 – 2"x4"'s (top, bottom and middle rails) on flat;
- Base : concrete around post as required for sturdy post;
- Clearance: 25mm above top of sidewalk elevation; and
- Screws: Matching color galvanized (hexagon washer) screws to fasten metal panel to framing.



Hex Washer
A hex head with built
in washer.

END OF SECTION



Prime Contractor Documentation

Page 1 of 6

GENERAL INFORMATION

This document does not replace the Workers Compensation Act or OH&S Regulations

Section 118 of the Workers Compensation Act:

"multiple employer workplace" means a workplace where workers of 2 or more employers are working at the same time.

Note:

- Workers of one employer do not necessarily have to come in contact with workers of the other
- They do not have to be in the same place at the same time
- Workers' activities could affect the health and safety of another employer's workers. This is true even if the workers at the workplace are workers of the owner or contractor.

"prime contractor" means, in relation to a multiple-employer workplace,

- (a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or
- (b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

The prime contractor of a multiple employer workplace must

- Ensure that the activities of all employers, workers (including the owners), and other persons at the workplace relating to occupational health and safety are coordinated and
- Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the WC Act and the Regulation in respect of the workplace.

Each employer of workers at a multiple employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

For the sake of clarity, the following apply in determining whether there is a "multiple-employer" workplace:

- Two or more adjacent workplaces do not constitute a "multiple-employer workplace", even though the activities at one place might affect the health and safety of workers at an adjacent workplace.
- In contrast, the workplace will generally be a "multiple-employer" workplace in the following situations:
 - Workers of different employers are present at the same time working on the different projects; or
 - Workers of different employers are present at the same time working on the same project.

In either case, the workplace would be considered a "multiple-employer" worksite.



Prime Contractor Documentation

Page 2 of 6

- In determining whether “workers of 2 or more employers are working at the same time”, the phrase “at the same time” will be given such fair, large and liberal construction as may best attain the objectives of section 118. “At the same time” does not mean that, at any precise point in time, there are workers of 2 or more employers present in the workplace. Rather, it means that, over an appropriate interval, there are workers of 2 or more employers present in the workplace, whether or not the 2 or more groups of workers are actually present together in the workplace at any precise point in time at all. The duration of the interval of time to be considered will depend upon the circumstances of the individual workplace.
- Whether the workers of the one employer come into actual contact with the workers of the other employer does not generally affect the determination of whether the workplace is a “multiple-employer workplace”. An employer, the employer’s workers and their activities could well affect the health and safety of another employer’s workers who come into the workplace later in the day or on another day, even though there may be no actual contact between the two groups of workers.

However, the degree to which the activities of the first employer and its workers affect the health and safety of the second employer’s workers will generally affect the determination of the responsibilities of the prime contractor and of the two employers under Part 3 and the regulations.

- Virtually all workplaces will be visited by workers of other employers. For example, workers may deliver or pick up mail, goods or materials or enter to inspect the premises. Short term visits of this type, even if regular, do not make the workplace a “multiple-employer workplace” for purposes of section 118(1).

The written agreement referred to in section 118(1) of the Act must be made available within a reasonable time if requested by a Board officer.

There can be only one “prime contractor” at a workplace at any point in time. If an owner enters into more than one agreement purporting to create a “prime contractor” for the same period of time, the owner is considered to be the prime contractor.



Prime Contractor Documentation

Page 3 of 6

Section 119 of the Workers Compensation Act:

Every owner of a workplace must:

- (a) provide and maintain the owner's land and premises that are being used as a workplace in a manner that ensures the health and safety of persons at or near the workplace,
- (b) give to the employer or prime contractor at the workplace the information known to the owner that is necessary to identify and eliminate or control hazards to the health or safety of persons at the workplace, and
- (c) comply with this Part, the regulations and any applicable orders.

Prime Contractor Qualified Coordinator OJ&S Regulations 20.3:

- (2) If a work location has overlapping or adjoining work activities of 2 or more employers that create a hazard to workers, and the combined workforce at the workplace is more than 5,
 - (a) the owner, or if the owner engages another person to be the prime contractor, then that person must:
 - (i) appoint a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for the location, and
 - (ii) provide up-to-date information as specified in subsection (4), readily available on site, and
 - (b) each employer must give the coordinator appointed under paragraph (a)(i) the name of a qualified person designated to be responsible for that employer's site health and safety activities.
- (3) The duties of the qualified coordinator appointed under paragraph (2)(a)(i) include:
 - (a) informing employers and workers of the hazards created, and
 - (b) ensuring that the hazards are addressed throughout the duration of the work activities.
- (4) The information required by subsection (2)(a)(ii) includes:
 - (a) the name of the qualified coordinator appointed under subsection (2)(a)(i),
 - (b) a site drawing, which must be posted, showing project layout, first aid location, emergency transportation provisions, and the evacuation marshalling station, and
 - (c) a set of construction procedures designed to protect the health and safety of workers at the workplace, developed in accordance with the requirements of this Regulation.



Prime Contractor Documentation

Page 4 of 6

PRE-CONSTRUCTION MEETING FORM

Date: _____ Meeting Location: _____

Firm Name _____ Contract #: _____

Prime Contractor: _____

Prime Contractor's Superintendent: _____

Municipality's Contract Representative: _____

AGREEMENT

The Prime Contractor:

- ☐ Acknowledges appointment as Prime Contractor defined by WorkSafe BC OH&S Regulations Sections 20.2 and 20.3, and in the *Workers' Compensation Act, Sections 118 Clauses 1 and 2*.
- ☐ Understands the Owners duties as defined in the *Workers' Compensation Act, Section 119*.
- ☐ Understands for any discrepancy establishing health and safety protocol, WorkSafe BC OH&S Regulation and/or the *Workers' Compensation Act (Part 3)* shall prevail.
- ☐ Acknowledges being informed of any known workplace hazards by the owner or owner's delegate, by signing attached "Existing Known Hazard Assessment" form.
- ☐ Shall communicate known hazards to any persons who may be affected and ensure appropriate measures are taken to effectively control or eliminate the hazards.
- ☐ Shall ensure all workers are suitably trained and qualified to perform the duties for which they have been assigned.
- ☐ Shall ensure or coordinate first aid equipment and services as required by WorkSafe BC OH&S Regulation.
- ☐ Shall coordinate the occupational health and safety activities for the project.
- ☐ Assumes responsibility for the health and safety of all workers and for ensuring compliance by all workers with the *Workers' Compensation Act (Part 3)* and WorkSafe BC OH&S Regulation.
- ☐ Understands any WorkSafe BC violation by the Prime Contractor may be considered a breach of contract resulting in possible termination or suspension of the contract and/or any other actions deemed appropriate at the discretion of the Municipality.
- ☐ Understands any penalties, sanctions or additional costs levied against the Prime Contractor will be the responsibility of the Prime Contractor.
- ☐ Accepts the following required documents shall be maintained and made available upon request from the Municipality and/or WorkSafe BC Prevention officer at the workplace.



Prime Contractor Documentation

Page 5 of 6

The documents required to be maintained and available by the Prime Contractor will include, but not be limited to:

- ☐ All notices which the Prime Contractor is required to provide to WorkSafe BC as per WorkSafe BC OH&S Regulation.
- ☐ Any written summaries of remedial action taken to reduce occupational health and safety hazards within the area of responsibility.
- ☐ All directives and inspection reports issued by WorkSafe BC.
- ☐ Records of any incidents and accidents occurring within the Prime Contractor's area of responsibility.
- ☐ Completed accident investigations for any incidents and accidents occurring within the Prime Contractor's area of responsibility.

On a construction workplace, these additional documents are required to be maintained and available by the Prime Contractor:

- Records of all orientation and regular safety meetings held between contractors and their workers, including topics discussed, worker names and companies in attendance.
- Written evidence of regular inspections within the workplace.
- Occupational first aid records.
- Worker training records.
- Current list of the name of a qualified person designated to be responsible for each subcontractor (employer's) site health and safety activities.
- Diagram of the emergency route to the hospital.

The following information must be provided to the Municipality's Contract Representative:

- ☐ WorkSafe BC Notice of Project
- ☐ WorkSafe BC Clearance Letter
- ☐ Prime Contractor's OH&S Safety Program
- ☐ Prime Contractor's OH&S Safety Program Document

☐ First Aid Attendants:

☐ Safety Supervisor:

☐ Location of First Aid Station:

Signature of Prime Contractor:

Signature of Municipality's Contract Representative:



Prime Contractor Documentation

Page 6 of 6

EXISTING KNOWN HAZARD ASSESSMENT

Discussion between the Prime Contractor and the Municipality's Contract Representative

Date: _____ Meeting Location: _____

Prime Contractor: _____

Prime Contractor Representative: _____

- Municipality's Contract Representative to make the Prime Contractor aware of any known extraordinary pre-existing hazards peculiar to the contract.
- It is recognized the known pre-existing hazards identified may not be a comprehensive list and due caution is always required.
- Use additional pages if necessary.

Identified Extraordinary Hazards	Action required to eliminate or control hazards and ensure worker safety
Comment:	
Comment:	
Comment:	

Prime Contractor Representative (signature)

Municipality's Contract Representative (signature)

Prime Contractor Representative (printed)

Municipality's Contract Representative (printed)

HIGHWAY CONSTRUCTION PERMIT (By-law 2261)



Applicant's Name:			
Mailing Address:			
Postal Code:		Telephone No.	
Location of Work:			
Type of Work:			
Timetable - START:		FINISH:	

I, (we) _____, hereby apply for permission to construct works within the limits of a highway under jurisdiction of The Corporation of the District of North Cowichan in accordance with the detailed plans and specifications of the work submitted herewith.

The following are also to accompany this application:

- (1) A deposit in the form of cash, cheque, or letter of credit to meet the cost of repairing any damage which may be done to the highway during the proposed work, and sufficient to ensure that the proposed work may be completed by the Municipality if left incomplete by the applicant;
- (2) An indemnification and release of the Municipality from and against all claims, damages, and costs which may arise out of the proposed work (please see below**);
- (3) Proof of property damage and public liability insurance, showing North Cowichan as an additional named insured, in the minimum amount of two million dollars (\$2,000,000), submitted by the general contractor and any sub-contractor involved in the work.
- (4) Confirmation of Prime Contractor's Main Responsibilities (attach completed Appendix A).
Applicant to submit Appendix A (Prime Contractor form) with named contractor prior to commencing work.

Signature: _____

Date: _____

Permit Fee: \$100.00 _____

Receipt No: _____

Permit No: _____

Permit Issued for 3-month period - EXPIRY DATE: _____

Waiver & Release **

* _____ in consideration of The Corporation of the District of North Cowichan granting
 * _____ permission to construct works within the limits of a highway as per Permit No. _____
 DOES HEREBY RELEASE and DOES HEREBY COVENANT to indemnify and save harmless The Corporation of the District of North Cowichan of and from any and all manner of action, causes of action, claims and demands whatsoever which
 * _____ or other persons may have as a result of the works as specified herewith and agree to be designated as the Prime Contractor and follow all WorkSafeBC Regulations.

Dated this _____ day of _____ 20____ at _____

SIGNED, SEALED and DELIVERED by

)
)
)
)
)
)
)

 Authorized Signatory

See Reverse for Permit Approval

 Authorized Signatory

)

Copy to Operations Department

HIGHWAY CONSTRUCTION PERMIT No. _____

Conditions for Construction

- Maintain all traffic signs in current location. Any temporary relocation to be done by the Municipality of North Cowichan at the Developer's or Contractor's expense.
- Trench excavation and backfill to comply with the Municipality of North Cowichan standards.
- Applicant to arrange for the necessary blasting permits through the Municipality of North Cowichan.
- All emergency services (Fire, Police, Ambulance) to be notified prior to construction.
- Municipal inspection personnel shall be notified 24 hours in advance of any construction.
- Advise residents 24 hours in advance of any anticipated disruptions to services and/or access to property.
- Qualified traffic control to be present at all times during construction.
- Standard traffic control signs and barricades shall be provided.
- Utilities (gas, hydro, telephone, cable, City of Duncan water mains) to be given due notice prior to ensure no conflict to their respective services.
- Temporary asphalt patching required.
- Roads must be open for one lane traffic at all times with a return to two lane traffic during non-working hours.
- Open excavations and material/equipment stockpile to be securely barricaded and marked with flashing lights during non-working hours.
- Temporary signage or barricades to be provided by the Contractor until permanent signs are installed by the Municipality of North Cowichan.
- Damage to Municipality of North Cowichan's services to be reported immediately. All repairs to be performed by the Municipality of North Cowichan personnel.
- All public and private roads, drives, boulevards, fences, etc., to be restored to as found, or better, condition.
- Adjacent roads and sidewalks to be kept clean during construction. Costs borne by the Municipality will be billed to the applicant.
- Approved design drawing numbers _____
- Applicant will be responsible for due diligence for Environmental Monitoring, Archaeological Assessments and Riparian Area Regulations.

Permission has been granted for construction of the proposed works within the limit of a highway at the above-referenced location in accordance with Municipal By-laws, Construction Specifications and the above conditions:

Amount of Deposit: \$ _____

Account #: _____

Deposited by: _____

Signature: _____
(Director of Engineering and Operations)

Date: _____

Approval for Release of Deposit

(Inspector)

(Director of Engineering and Operations)

(Date)

(Date)

MEASUREMENT AND PAYMENT

Trees
Shrubs, Perennials, Rushes, and Sedges
Seeded Grass
Grass Sod
Growing Medium
Mulch
Landscape Boulders
CIP Concrete Seatwalls
Seatwall Backrests
CIP Concrete Planter Curbs
Flush Paver Edging
Unit Paving
Crushed Rock Surfacing
Metal Edging
Waste Receptacles
Benches
Bike Racks
Picnic Tables
Irrigation System
Landscape Maintenance

TREES

Trees will be measured by unit complete, per variety and size as specified, using a method approved by the Contract Administrator. Payment shall be made at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for all preparatory work, supply, planting, warranty, staking and stake removal, and all associated works in conformance with the drawings and specifications.

SHRUBS, PERENNIALS, RUSHES, AND SEDGES

Shrubs, rushes, and sedges will be measured by unit complete, per variety and size as specified, using a method approved by the Contract Administrator. Payment shall be made at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for all preparatory work, supply, planting, warranty, and all associated works in conformance with the drawings and specifications.

SEEDED GRASSES

Seeded grasses will be measured by square metre complete from digital contract drawings. Payment shall be made at the unit price tendered in the Schedule of Unit Prices and Quantities as compensation in full for seed bed preparation, supply, hydraulic application of seed, erosion control mulch, and fertilizer, establishment maintenance, and all associated works in conformance with the drawings and specifications.

GRASS SOD

Grass sod will be measured by square metre complete from digital contract drawings. Payment shall be made at the unit price tendered in the Schedule of Unit Prices and Quantities as compensation in full for soil preparation, supply and placement of sod, establishment maintenance, and all associated works in conformance with the drawings and specifications.

GROWING MEDIUM (SEEDED AND SOD AREAS)

Growing medium will be measured by square metre complete from digital contract drawings and calculated cubic metres from 150 mm specified depth without factors for bulking or compaction. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply and installation complete with all associated works in conformance with the drawings and specifications including testing, subgrade prep, supply, delivery, placement of growing medium, amendments, and finish grading.

GROWING MEDIUM (PLANTING BED AND RAIN GARDEN AREAS)

Growing medium will be measured by square metre complete from digital contract drawings and calculated cubic metres from 450 mm specified depth without factors for bulking or compaction. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply and installation complete with all associated works in conformance with the drawings and specifications including testing, subgrade prep, supply, delivery, placement of growing medium, amendments, and finish grading.

MULCH

Mulch will be measured by square metre complete (without volume factors for bulking or compaction) from digital contract drawings. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, placement of mulch, and all associated works in conformance with the drawings and specifications.

LANDSCAPE BOULDERS

Landscape Boulders will be measured by individual unit complete as specified on the drawings. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for subgrade prep, supply, delivery, installation, and all associated works in conformance with the drawings.

CIP CONCRETE SEATWALLS

CIP concrete seatwalls will be measured by linear metre complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply of materials, site prep, base materials and granular, formwork, reinforcing, finishing, and all associated works in conformance with the drawings and specifications.

SEATWALL BACKRESTS

Seatwall backrests will be measured by individual unit complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply of all materials, metal fabrication, powder coating, carpentry, delivery, installation, and all associated works in conformance with the drawings and specifications.

CIP CONCRETE PLANTER CURBS

CIP concrete planter curbs will be measured by linear metre complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply of materials, site prep, granular base materials installation, formwork, reinforcing, finishing, and all associated works in conformance with the drawings and specifications.

FLUSH PAVER EDGING

Flush paver edging will be measured by linear metre complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply of materials, site prep, granular base materials installation, formwork, reinforcing, finishing, and all associated works in conformance with the drawings and specifications.

UNIT PAVING

Unit paving will be measured by square metre complete from digital contract drawings per specified paver thicknesses 60 mm and 80 mm. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply of materials, site prep, excavation, subbase prep, gravel base installation and compaction, bedding coarse installation, unit paver installation and cutting, joint filling, edging

where not otherwise shown on the drawings and all associated works in conformance with the drawings and specifications.

CRUSHED ROCK SURFACING

Crushed rock surfacing will be measured by square metre complete from digital contract drawings. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply of materials, subbase prep, gravel base installation and compaction, and all associated works in conformance with the drawings and specifications.

METAL EDGING

Metal edging will be measured by linear metre complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, installation, and all associated works in conformance with the drawings and specifications.

WASTE RECEPTACLES

Waste Receptacles will be measured by individual unit complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, site prep, concrete base construction, installation, and all associated works in conformance with the drawings and specifications.

BENCHES

Benches will be measured by individual unit complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, site prep, concrete footing construction, installation, and all associated works in conformance with the drawings and specifications.

BIKE RACKS

Bike racks will be measured by individual unit complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, site prep, concrete footing construction, installation, and all associated works in conformance with the drawings and specifications.

PICNIC TABLES

Picnic tables will be measured by individual unit complete. Payment shall be at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for supply, delivery, site prep, concrete footing construction, installation, and all associated works in conformance with the drawings and specifications.

IRRIGATION SYSTEM

The irrigation system will be paid at the lump sum price tendered in the Schedule of Quantities and Prices. Payment shall be compensation in full for the excavation, trenching, backfilling and offsite disposal of any excess excavated materials, supply and installation of all materials shown on the drawings, operating

maintenance, winterization and spring operation/testing, and all associated works in conformance with the drawings and specifications.

LANDSCAPE MAINTENANCE

Landscape Maintenance will be measured by site inspection performed by the contract administrator. Payment shall be by specified period at the unit price tendered in the Schedule of Quantities and Prices as compensation in full for all landscape maintenance activities including repair of eroded landscape surfaces, watering, weeding, mowing, pest and disease control, pruning, supplemental fertilization, cultivation, mulching, and all associated works in conformance with the drawings and specifications. If maintenance has not been performed in a timely or complete manner in accordance with the specifications, payment will be pro-rated for the services satisfactorily rendered.

Item		Unit	Quantity
Trees			
	5cm Cal. Deciduous	each	7
	6cm Cal. Deciduous	each	38
Shrubs, Perennials, Rushes, and Sedges			
	10cm Pot	each	2,126
	#1 Pot	each	2,310
	#2 Pot	each	12
Seeded Grasses			
	Seeded Grasses	SM	2,020
Grass Sod			
	Grass Sod	SM	840
Growing Medium			
	Growing Medium for Seeded and Sod Areas (150mm depth)	SM	2,860
	Growing Medium for Planting and Rain Garden Areas (450mm depth)	SM	1,245
Mulch			
	Mulch	SM	1,245
Landscape Boulders			
	Landscape Boulders	each	25
CIP Concrete Seatwalls			
	CIP Concrete Seatwall	LM	10
Seatwall Backrests			
	Yellow Cedar Backrest w/ Steel Stanchions	each	2
CIP Concrete Planter Curbs			
	CIP Concrete Planter Curbs	LM	127
Flush Paver Edging			
	CIP Concrete Flush Paver Edging	LM	68
Unit Paving			
	Precast Concrete Unit Pavers 60 mm thickness - pedestrian areas	SM	210
	Precast Concrete Unit Pavers 80 mm thickness - vehicle areas	SM	377
Crushed Rock Surfacing			
	Stabilized Crushed Rock Surfacing	SM	24
Metal Edging			
	landscape edging	LM	21
Waste Receptacles			
	Millennium 300 Waste Receptacle	each	4
Benches			
	6' Victor Stanley Steel bench	each	1
Bike Racks			
	Inverted U Steel Bike Rack	each	5
Picnic Tables			
	Victor Stanley Steel Picnic Table	each	1
Irrigation System			
	Automatic Irrigation System	LS	1
Landscape Maintenance			
	Period 1 - installation through July 31, 2020	each	1
	Period 2 - Aug 1 through Sept 30, 2020	each	1
	Period 3 - Oct 1 through January 31, 2021	each	1
	Period 4 - Feb 1 through remainder of warranty	each	1

**Chemainus Road Corridor
Municipality of North Cowichan – Landscape
Chemainus, BC**

LANDSCAPE SPECIFICATIONS

Landscape installation to be in accordance with the MMCD (Master Municipal Contract Documents) Platinum Edition and attached Supplemental Specifications.

Landscape Specification List

SPEC #	MMCD SPECIFICATION (As applicable)	SUPPLEMENTAL SPECIFICATION
05 50 00	--	METAL FABRICATION
32 37 00	--	SITE FURNISHINGS
32 84 00	--	IRRIGATION
32 91 21	--	TOPSOIL & FINISH GRADING
32 93 01	PLANTING OF TREES, SHRUBS AND GROUND COVERS	MULCHING
32 93 50	--	LANDSCAPE MAINTENANCE

[This page intentionally left blank]

1 General

1.1 RELATED WORK

- .1 Cast-in-Place Concrete: Section 03 30 53

1.2 SHOP DRAWINGS

- .1 Submit shop drawings in accordance with the General Conditions of this Contract.
- .2 Indicate materials, core thicknesses, finishes, connections, joints, method of anchorage, number of anchors, supports, reinforcement, details and accessories.

1.3 SAMPLES

- .1 Provide samples for each type and finish of products for approval by consultant.

2 Products

2.1 STEEL COMPONENTS:

- .1 Steel sections and plates: to CAN3-G40.21-M84 Grade 300W.
- .2 Welding materials: to CSA W59-1984.
- .3 Bolts, anchor bolts, nuts, washers: to ASTM A 307-84a.
- .4 Galvanizing: hot dipped galvanizing with zinc coating 600g/m² to CSA G164-M1981.
- .5 Shop coat primer for galvanized steel: to CGSB 1-GP-40M.
- .6 Zinc primer for galvanized steel: zinc rich, ready mix to CGSB 1-GP-181M+Amdt-Mar-78.
- .7 Zinc pigmented paint: to CGSB 1-GP-178 Ma.

3 Execution

3.1 FABRICATION

- .1 Fabricate work square, true, straight and accurate to required size, with joints closely fitted and properly secured.
- .2 Fabricate items from steel unless otherwise specified or detailed.
- .3 Where possible, fit and shop assemble work, ready for erection.
- .4 Ensure exposed welds are continuous for length of each joint. Remove sharp edges and burrs. File or grind exposed welds smooth and flush.
- .5 Flame cutting of materials is not permitted.
- .6 Welds to be of same strength as adjacent member or casting.
- .7 Clean all metal prior to finishing to completely remove millscale, rust and spatter.
- .8 All steel fabrications to be hot dip galvanized.

3.2 POWDERCOATING

- .1 The epoxy powder for coating shall conform to the material requirements outlined in Section 2 of ANSI/AWWA C213.
- .2 All exposed fabricated metal pieces to be powder-coated, including plates, nuts, bolts, washers, and associated hardware
- .3 All metal parts shall be prepared to be cleaned prior to finishing to completely remove millscale and spatter and be free of burrs or sharp edges prior to application of coating.
- .4 Powder coat to be polyester solid tone, colour as specified on drawings, or approved equal:
 - .1 Gloss level as per ASTM D523: 70-90
 - .2 Abrasion resistance as per ASTM D4060: 40 minimum
 - .3 Salt spray resistance to be excellent as per ASTM B117: 1000 hrs minimum
 - .4 Humidity resistance to be excellent as per ASTM D2247: 1000 hrs minimum
 - .5 The coating shall have a minimum volume resistivity of 1.3×10^{15} ohm.cm when tested at 73°F as outlined in ASTM D257
- .5 Powder coat to a thickness of 15 mils plus or minus 5 mils (0.35mm to 0.5mm as determined by the testing method outlined in ASTM B499).
- .6 All procedure to be performed in-house in a controlled environment to safeguard against any outside contamination.

3.3 METAL PAINTING

- .1 All exposed fabricated metal pieces to be powder coated as per section 3.2.
- .2 If powder coating on attachments including nuts, washers, and bolt heads is damaged during installation or maintenance, field-paint with acrylic top-coat to match colour specified on drawings, to ensure continuous coverage.
- .3 Field Coating: Where approved, field coating to clean and prepare surface and to be carried out under temperature and moisture conditions acceptable as per product specifications.

END OF SECTION

1 General

1.1 INCLUDED ITEMS

- .1 Surface Mounted Bench
- .2 Surface Mounted Bike Rack
- .3 In Ground Waste Receptacle
- .4 Embed Mounted Picnic Table

1.2 INSPECTION AND TESTING

- .1 Prior to all site furnishing installing, inspect items for damage, inconsistencies, and defects
- .2 Obtain Consultant's approval of site furnishings.

1.3 SUBMITTALS

- .1 Submit samples and/or manufacturer's "Catalog Cuts" of all material as noted in Specifications in accordance with the General Conditions of this Contract.

2 Products

2.1 SURFACE MOUNTED BENCH

- .1 Victor Stanley "RB28", black powdercoat finish on steel frame. Similar product to be approved by the Consultant prior to installation.

2.2 SURFACE MOUNTED BIKE RACK

- .1 Victoria WaterJet Custom Municipality of North Cowichan Inverted U Bike Rack. black powdercoat finish.

2.3 IN GROUND WASTE RECEPTACLE

- .1 Sybertech Millenium 3000 in ground waste receptacle, black. Similar product to be approved by the Consultant prior to installation.
- .2 Steel decorative skirt with black powdercoat finish.

2.4 EMBED MOUNTED PICNIC TABLE

- .1 Victor Stanley "CRPR-3" 36" square tabletop, black powdercoat finish. Similar product to be approved by the Consultant prior to installation.

3 Execution

3.1 SURFACE MOUNTED BENCH

- .1 Locate surface mounted bench as per drawings.

**Chemainus Road Corridor
Municipality of North Cowichan
Project No.: 19158**

**Section 32 37 00
SITE FURNISHINGS
Page 2 of 2**

- .2 Ensure bench seat is level.
- .3 Fasten bench legs to below grade concealed CIP concrete footings per detail 6/L2.00.
- .4 Maintain all dimensions of placement as indicated on drawings or by field measurements, whichever is deemed acceptable by the Consultant.

3.2 SURFACE MOUNTED BIKE RACK

- .1 Locate all bike racks as per drawings.
- .2 Fasten bike rack to below grade concealed CIP concrete footing as per detail 5/L2.00.
- .3 Maintain all dimensions of placement as indicated on drawings or by field measurements, whichever is deemed acceptable by the Consultant.

3.3 IN GROUND WASTE RECEPTACLE

- .1 Locate all waste receptacles as indicated on the drawings.
- .2 Install waste receptacles as per the manufacturer's instructions.
- .3 Maintain all dimensions of placement as indicated on drawings or by field measurements, whichever is deemed acceptable by the Consultant.

3.4 EMBED MOUNTED PICNIC TABLE

- .1 Locate picnic table as per drawings.
- .2 Embed picnic table in below grade concealed CIP concrete footing as per detail 8/L2.00.
- .3 Maintain all dimensions of placement as indicated on drawings or by field measurements, whichever is deemed acceptable by the Consultant.

END OF SECTION

1 General

1.1 SCOPE OF WORK

- .1 Irrigation work required includes supply of all labour and equipment to install a complete and operational irrigation system as specified herein and as shown on the drawings including:

- .1 Excavation, piping, valves, heads, controller, and complete installation, testing, maintenance, adjustment, and guarantee of the system.
- .2 Connection to metered water service, backflow prevention including supply, excavation and installation.
- .3 Low voltage electrical wiring including supply, excavation, and installation.
- .4 Restoration of all existing landscape areas to their original condition prior to commencement of work on site, to the satisfaction of the Consultant.

1.2 RELATED WORKS

- | | | |
|----|---|------------------|
| .1 | Topsoil Placement & Finish Grading | Section 32 91 21 |
| .2 | Hydraulic Seeding | Section 32 91 19 |
| .3 | Sodding | Section 32 92 23 |
| .4 | Planting of Trees, Shrubs and Ground Covers | Section 32 93 01 |

1.3 PERMITS AND FEES

- .1 Obtain all permits and pay required fees to any governmental agency having jurisdiction over the work. Inspections required by local ordinances during the course of construction shall be arranged as required. On completion of the work, satisfactory evidence shall be furnished to the Consultant to show that all work has been installed in accordance with the ordinances and code requirements, including certificates from the Electrical Inspector.

1.4 STANDARDS

- .1 Work shall be in accordance with mechanical (plumbing) and electrical standards, codes, and regulations including the following:
- .1 The current National Building Code of Canada and its supplements.
 - .2 Current C.S.A and A.S.T.M Specifications for assemblies, pipes, and fittings including:
 - .1 copper pipe: ASTM B42.
 - .2 PVC water pipe: CSA B137.3 or ASTM D2241.
 - .3 PVC fittings: ASTM D2466 or ASTM D2467.
 - .4 PVC solvent cement: ASTM D2564.
 - .5 Backflow Prevention Assemblies: CSA B64.10 & B64.10.1

- 161

- .6 Submittals shall be delivered to the Consultant before the start of the maintenance period. The maintenance period will begin only after submittal documents have been delivered.

1.6 VERIFICATION

- .1 Before proceeding with any work, the contractor shall inspect the site, carefully check all grades, and verify dimensions and conditions affecting the work in order to proceed safely.
- .2 Prior to the start of any work, the contractor shall confirm the available static water pressure (PSI) and gallons per minute (GPM) and advise the Consultant immediately of any discrepancy from the designed system pressure requirements.
- .3 The contractor shall report to the consultant deviations and/or conflicts between Drawings, Specifications, and site conditions.

2 Products

2.1 PLASTIC PIPING

- .1 Plastic pipe shall be semi-rigid, extruded from PVC resin type 1 grade 2 normal impact in accordance with applicable codes and standards.
- .2 All polyvinyl chloride (PVC) plastic pipe and fittings must be marked as to size and class and their pressure and strength rating must exceed that of one and one half times the working pressure of the system.
- .3 All PVC pipe shall be a minimum of Schedule 40.
- .4 Velocities shall always be considered to minimize head loss and should not exceed 1.52 metres per second (5 ft. per second).

2.2 PLASTIC FITTINGS

- .1 All plastic fittings shall be a minimum of Schedule 40 PVC molded fittings.

2.3 SWING JOINT ASSEMBLIES

- .1 Triple swing joint assemblies for all sprinklers shall consist of:
3 schedule 40 PVC street elbows (MIPT x FIPT)
1 schedule 80 PVC threaded nipple, length to suit (MIPT x MIPT)
1 schedule 40 PVC threaded tee (slip x slip x FIPT)
 - .2 Triple swing joint assemblies for quick coupler valves shall consist of:
1 schedule 40 PVC threaded tee
2 galvanized threaded nipples, length to suit (MIPT x MIPT)
2 galvanized threaded elbows (FIPT x FIPT)
1 galvanized threaded street elbow (MIPT x FIPT)
1 galvanized threaded riser, 100 mm (4") length, (MIPT x MIPT)
- Alternate swing joint assemblies (e.g. funny pipe or flexible fittings) shall be subject to the approval of the Consultant prior to installation.

2.4 METAL PIPE AND FITTINGS

- .1 All metal pipe shall be copper except in quick coupler swing joint assemblies, unless noted otherwise.
 - .2 All metal fittings shall be copper, brass, or bronze as shown in the drawings.
- 2.5 **SOLVENT CEMENT**
- .1 Solvent cement and primer shall be of a type and make recommended for the PVC pipe class, schedule, and maximum size by the pipe manufacturer.
 - .2 The contractor shall ensure that the shelf life of the cement, as labeled by the manufacturer on the container, has not been exceeded.
- 2.6 **SPRINKLER HEAD RISERS**
- .1 Where risers are not of the pop-up type, sprinkler head risers shall be schedule 80 PVC pipe. Pipe shall be cut in a standard pipe cutting tool with sharp cutters. Ream only to full diameter of pipe and clean all rough edges or burrs. Cut all threads accurately with sharp dies. Not more than three (3) full threads shall show beyond fittings when pipe is made up. Use teflon tape on all PVC threaded connections.
- 2.7 **BEDDING MATERIAL**
- .1 Bedding material shall be fine granular sand free from organic material, loam, clay, and other deleterious substances, with a minimum of 75mm on all sides of the irrigation pipe.
- 2.8 **SPRINKLER HEADS**
- .1 Sprinkler heads shall be as shown on irrigation plans. See irrigation plan legend and notes for correct model numbers and operating pressures.
 - .2 Sprinklers shall perform to manufacturer's specifications including diameter of throw and gallonage at specified pressures.
- 2.9 **DRIP IRRIGATION COMPONENTS**
- .1 Drip irrigation components shall be as shown on irrigation plans. See legend and notes for correct model numbers and operating pressures.
- 2.10 **VALVES**
- .1 Valves shall be as shown on irrigation plans and shall have the same size isolation gate valve. See irrigation plan legend and notes for correct model numbers.
- 2.11 **SLEEVES**
- .1 Irrigation sleeves under sidewalks, driveways, and road paving and/or through walls, shall be installed prior to the construction of the paved surfaces and/or walls. Sleeves to be Schedule 40 PVC pipe, with ends capped and staked until such time as irrigation pipe is installed.
 - .2 Sleeves shall be twice the size of the combined diameter of the carried pipe(s), unless otherwise specified on the drawings.
 - .3 Where sleeves are installed beneath roadways, an additional redundant sleeve of the same size shall be installed beside each indicated sleeve for future use.
-

- .4 The Contractor shall be responsible for locating all sleeves, prior to installation of hard surfacing.

2.12 CONTROLLERS

- .1 Controller model numbers shall be as noted on the irrigation plans.
- .2 Automatic controllers shall provide all necessary features for programming as is shown on the irrigation design plans.
- .3 Controllers shall be encased in a sturdy, lockable, mounting box and must be easily accessible for maintenance. All controllers shall be C.S.A. / C.U.L. approved for use in the mounting location selected.
- .4 All electrical controllers should be as shown on plans and approved by local electrical authorities.

2.13 MOUNTING AND HOUSING

- .1 Controller mounting and housing shall be as noted on the irrigation plans.

2.14 VALVE BOXES

- .1 All in-line valves shall be grouped wherever possible and installed in NDS Pro Series valve boxes (or pre-approved equivalent) with a locking lid.
- .2 The valve box shall be sized to accommodate the number of valves grouped in the manifold with allowance for room to service the valves, providing a minimum 100mm clearance on all sides. Quantity as identified on the irrigation plans.
- .3 Provide lid keys to Owner.
- .4 Shall be installed flush with finished grade.

2.15 BACKFLOW PREVENTION DEVICE

- .1 Backflow prevention devices shall be as shown on the irrigation plans. See irrigation plan legend and notes for correct model numbers.
- .2 Backflow prevention assemblies shall meet or exceed all local ordinances and requirements governing such a cross connection.
- .3 A backflow prevention assembly shall be successfully tested in accordance with CSA B64.10.1 after:
 - .1 installation,
 - .2 backflow incident,
 - .3 alteration of the irrigation system,
 - .4 cleaned, repaired, or overhauled,
 - .5 relocated,
 - .6 annually, or
 - .7 as required by the Consultant.

- .4 Testing and certification shall be by an active certified Cross Connection Control Specialist.
- .5 Reports on all testing, maintenance, and repairs shall be documented on the specified forms and tags by the backflow assembly tester. Tags shall be affixed to the assembly and form submitted to the Consultant.
- .6 All exposed pipe and fittings, above ground or in vaults or chambers shall be copper or brass.

2.16 24 VOLT CONTROL WIRING

- .1 24-volt electric control lines from controller to automatic valves shall be CSA approved direct burial minimum (#14 AWG TWU-40) wire of a different color than the 110-volt power to controllers.
- .2 Splicing shall be minimized with such splices made waterproof with the use of waterproof Scotchlok or Pen-Tite kits, or approved equal.
- .3 All 24-volt wiring shall be buried a minimum of 300 mm (12") as per the amended B.C. Electrical Code.
- .4 All wiring to be installed and tested in accordance to the most current B.C. Electrical Code.
- .5 All wiring shall be protected by being bundled and taped at 3-meter intervals and installed beneath the irrigation line.
- .6 All wire splices must be contained in a valve box.
- .7 Sufficient extra wire shall be left in each valve box such that the splice may be lifted above grade. Wires shall be neatly coiled.
- .8 White wire is only be used as the common wire and all other colours used shall be consistent from valve to controller.

2.17 POWER WIRING

- .1 All 110-volt AC wiring shall be installed in accordance with local electrical codes.
- .2 All splices in wiring shall be made watertight using approved methods. All wire splices shall occur within valve boxes or installed in a separate accessible junction box.

2.18 GATE VALVES

- .1 Gate valves shall be as shown on the irrigation plans. See irrigation plan legend and notes for correct model numbers.
- .2 Gate valves 100 mm (4") or larger may shall be bronze. Gate valves smaller than 100 mm (4") in size shall be bronze.
- .3 Gate valves or approved quarter turn ball valves shall also be used in any case where a manual drain valve is required.

2.19 QUICK COUPLING VALVES

- .1 Quick coupling valves and keys shall be as shown on the irrigation plans. See irrigation plan legend and notes for correct model numbers.
- .2 Internal parts to be removable and with adjustable flow control.

2.20 ACCEPTABLE PRODUCTS

- .1 Acceptable products shall be in new condition with the size, manufacturer, and features shown in the design.
- .2 If irrigation systems with products other than shown in the design are proposed, the Contractor shall undertake the following prior to commencing construction:
 - .1 Produce complete shop drawings showing the type and location of all heads and nozzle numbers, pipe location and sizes, and all part model numbers and specifications;
 - .2 Submit hydraulic calculation work sheets for the re-designed system to demonstrate that all parameters have been calculated;
 - .3 Submit the shop drawings in triplicate and gain the written approval of the Consultant.

3 Execution

3.1 EXISTING CONDITIONS

- .1 Ensure that existing site features and improvement areas are disturbed as little as possible during irrigation works. Protect existing vegetation throughout installation and do not damage root systems. Return landscape areas to prior condition immediately after irrigation installation and testing.
- .2 Prior to excavation, the Contractor shall satisfy himself/herself as to the finished grade elevations and density of compaction in existing lawn and planting areas, to ensure restoration of disturbed areas to grades and compaction matching existing.
- .3 Existing sod removed to accommodate irrigation installation shall be preserved in a healthy condition and replaced subsequent to installation and backfilling or replaced with new sod.
- .4 If trenching is required through paved areas, the Contractor shall saw-cut and remove paving to the width of the irrigation trench. Removal and replacement of paving to match existing shall be the responsibility of the Contractor.
- .5 Where trenching for piping or wiring is required through paved areas, provide minimum Schedule 40 PVC sleeves with minimum 450 mm (18") cover unless existing or proposed utilities require changes and as approved by the consultant. Extend sleeves minimum 300 mm (12") into soft landscape areas.

3.2 DELIVERY AND STORAGE

- .1 Shipping and handling and installation of materials shall be to manufacturer's recommended instructions and best workmanship. Particular care shall be taken to avoid scratches and nicks on the plastic pipe. Pipe must be properly stacked and stored in a clean place on the site, keeping dirt out of the pipe at all times.

3.3 WORKMANSHIP

- .1 Irrigation work shall be to the highest industry standards.
- .2 Lay out work as accurately as possible to the drawings. The drawings, though carefully drawn, are generally diagrammatic. Swing joints, offsets and all fittings are not shown.
- .3 Mainline locations are diagrammatic. The contractor shall not willfully install irrigation pressure mainlines as a literal interpretation of the plans. Mainlines shall be installed so as not to interfere with structures, concrete formwork, and foundations.
- .4 The Contractor shall be responsible for full and complete irrigation distribution and coverage of all irrigated areas.

3.4 EXCAVATION AND TRENCHING

- .1 Excavated materials shall be carefully placed adjacent to the trench in separate piles to avoid contamination of topsoil and excavated materials.
- .2 Perform all excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave-ins. Restore all surfaces, existing underground installations, etc., damaged or cut as a result of the excavations to their original condition and in a manner approved by the Consultant.
- .3 Excavations through landscape areas shall be carried out such that adjacent areas are not contaminated with excavated materials. Backfilling and replacement of topsoil shall be performed in accordance with the specifications such that all existing planting areas are restored to their original condition.
- .4 Trenches shall be made wide enough to allow a minimum of 50 mm (2") between parallel pipe lines.
- .5 Trenches for pipe lines shall be of sufficient depths to provide the minimum cover from finish grade as follows:
 - .1 450 mm (18") minimum cover over main lines
 - .2 300 mm (12") minimum cover over lateral lines to heads.

3.5 WATER AND ELECTRICAL SERVICE CONNECTIONS

- .1 Connection to potable water supply and all electrical supply connections must comply with local building by-laws.
- .2 Contractor shall have a qualified Electrician connect the controllers to the electrical supply, if this connection is included in the scope of work.

3.6 PIPE LINE ASSEMBLY AND INSTALLATION

- .1 Do not drag pipe along ground whether single lengths or assembled sections. Damaged pipe shall be rejected and replaced by new pipe and couplings.
- .2 Keep pipes clean at all times, blow out with compressed air or water on completion of assembly.

- .3 Plastic pipe that is not in sleeves shall be laid on bedding sand to a compacted depth of 75 mm (3"). A further 75 mm (3") depth of bedding sand shall be placed and compacted over plastic pipe prior to trench backfilling.
- .4 Plastic pipe and fittings shall be solvent welded using solvents and methods as recommended by manufacturer of the pipe, except where threaded connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before applying solvent with a non-synthetic bristle brush.
- .5 Pipe may be assembled and welded on the surface.
- .6 No irrigation line shall be installed so that it runs parallel and directly over another such line or utility.
- .7 Leave minimum clearance of 50 mm (2") between lines laid in a common trench.
- .8 Make all connections between plastic pipe and metal valves with threaded fittings using plastic male adapters.
 - .1 Screw fittings shall be carefully tightened with strap wrenches or by other means that do not mark the plastic pipe or plastic fittings.
 - .2 Pipe wrenches shall not be used on plastic fittings, unless the fittings are a type designed for use with a pipe wrench. Should the Contractor wish to use a lubricant it shall be a type manufactured for this purpose, such as Permatex No. 2 or Pipe Tite Stick. Use Teflon tape on all threaded fittings.

3.7 VALVES AND CONTROL WIRING

- .1 Install valve boxes such that top of structure is at finished grade, accessible for maintenance.
- .2 Locate valve boxes outside of paved areas and grouped together where possible. Where valves occur adjacent to paved areas, install so that valve boxes will not be closer than 36 inches to paving and perpendicular or parallel to it. Grouped boxes shall be spaced evenly to provide a neat appearance.
- .3 Coil additional 600 mm (24") length of each electrical wire within valve box as extra material.

3.8 SPRINKLER HEADS

- .1 Install all sprinklers according to manufacturer's specifications.
- .2 Use pipe joint compound on galvanized iron fittings.

3.9 DRIP LINE

- .1 Install all drip line and drip accessories according to manufacturer's specifications.

3.10 CLOSING OF PIPE AND FLUSHING LINES

- .1 Cap or plug all openings as soon as lines have been installed to prevent the entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.
- .2 Thoroughly flush out all water lines before installing heads, valves, and other hydrants.

- .3 Test in accordance with Section 3.10 Hydrostatic Tests.
- .4 Upon completion of the testing, the Contractor shall complete assembly and adjust sprinkler heads for proper distribution.

3.11 HYDROSTATIC TESTS

- .1 Request the presence of the Consultant at least 48 hours in advance of testing.
- .2 Testing to be accomplished at the expense of the Contractor and in the presence of the Consultant.
- .3 Center load piping with small amount of backfill to prevent arching or slipping under pressure.
- .4 After welded plastic joints have cured at least 24 hours, fill test section with water and expel all air and cap risers for an additional 24 hours prior to testing.
- .5 Contractor shall pre-test the circuits and call the Consultant for a supervised test once the circuits to be demonstrated meet the test requirements. Contractor shall supply and temporarily install, until tests are approved, a pressure gauge and hose bib to each main and circuit to be tested. Tests to be conducted at 1.5 times the maximum operating pressure (continuous and static water pressure) in the presence of the Consultant as follows:
 - .1 Main lines and sub-mains to be tested for 1 hour.
 - .2 Lateral lines to be tested for 15 minutes.
- .6 Pressure loss on the pressure gauge shall not exceed 10% of the test pressure in the time period of the test.
- .7 Repair leaks resulting from tests by cutting out and replacing fittings. Leaks shall not be repaired by patching. Maintain test pressure for a minimum of one hour after replacement of defective parts and re-inspect as per Clause 3.11.5 above.
- .8 After approval by the Consultant, backfill excavations, maintaining pressure in the lines. If there is any indication of a leak, the defective section shall be located and replaced.
- .9 Flush out the system to remove dirt and then attach the sprinklers using a thread seal tape (PTFE tape).

3.12 BACKFILL AND COMPACTING

- .1 After system is operating and required tests and inspections have been made, backfill excavations and trenches.
- .2 All sprinkler head excavations shall be backfilled with compacted sand or native soil free of rocks up to within 50 mm (2") of finish grade.
- .3 After bedding material is in place and approved by the Consultant, the balance of the trench shall be backfilled with pre-approved material free of stones, debris, and objects greater than 25 mm (1") at widest point, compacting to same density as adjacent undisturbed soil to eliminate differential settlement.
- .4 Compact trenches in areas to be planted by thoroughly flooding the backfill. Jetting process may be used in those areas.

.5 Ensure that lawn and planting areas are disturbed as little as possible.

.6 Dress off all areas to finish grades.

3.13 CLEAN-UP

.1 Remove from the site all debris and surplus material resulting from work of this section.

3.14 BALANCING AND ADJUSTMENTS

.1 Balance and adjust all components of the system to achieve the most efficient system operation, with attention to water conservation and city water restriction bylaws. Balancing and adjustment to include seasonal adjustments of controllers in spring, summer, and fall at a minimum; synchronization of controllers; adjustments to pressure regulators, pressure relief valves, and sprinkler heads; and individual station adjustments on controllers.

.2 Lawn sprinkler heads shall be set flush with the final turf grade by shortening or lengthening the riser as required. Pop-up shrub sprinkler heads shall be set flush with the final mulch grade in the same manner. During the guarantee period, return twice and adjust the heads as required to be flush with the final turf and mulch grades. These call backs shall be done within five (5) days of notification by the Owner and shall be considered part of the Contract.

3.15 SUBSTANTIAL COMPLETION

.1 The Consultant's Certificate of Substantial Performance shall be issued for the irrigation system when the system has been installed as specified, adjustments and submittals have been made to the satisfaction of the Consultant, and maintenance instructions have been provided as specified.

3.16 GUARANTEE AND MAINTENANCE

.1 All work shall be guaranteed and maintained for one year from the date of Substantial Performance of the project overall, or completion of the landscape construction, whichever is later, against all defects in material, equipment, and workmanship.

.2 Contractor to repair any settling of backfilled trenches occurring during the guarantee period after Substantial Performance at no cost to the Owner. Include complete restoration or replacement of all damaged planting, paving, or other improvements.

.3 Guarantee shall also cover repair of damage to any part of the premises resulting from leaks or other defects in material, equipment, and workmanship to the satisfaction of the Consultant. Repairs, if required, shall be done promptly at no cost to the Owner.

.4 Maintenance of irrigation system shall include:

.1 Monitoring of the irrigation controller functioning and scheduling;

.2 Adjustment of risers and nozzles for the designed coverage;

.3 Monitoring and cleaning of drip filters and emitters;

.4 Repair or replacement of defective or damaged components; and

.5 Winterization of the system at the end of the growing season, and spring startup.

- .5 Winterization shall include flushing, draining, and shut-off of all system components.
- .6 Spring startup shall include backflow prevention assembly device field testing/documentation/tagging and submittal, filter cleaning, system charging, monitoring, and adjustments.

3.17 **FINAL ACCEPTANCE**

- .1 Final acceptance of the work may be obtained from the Consultant upon the satisfactory completion of all work, at the end of the one-year maintenance and guarantee period.

END OF SECTION

(Remove MMCD Platinum Edition SECTION 32 91 21 Topsoil and Finish Grading, and replace with the following)

1 GENERAL

1.1 SUMMARY

- .1 Section Includes: Growing medium for all landscape areas.

1.2 SUBMITTALS

- .1 Topsoil submitted for testing should be taken directly from the source pile intended for use. The Contractor shall ensure that the soil tested and the soil applied on site are from the same stockpile.
- .2 All growing medium supplied by the Contractor shall be tested prior to placement. Testing shall be at the Contractor's expense, performed by Pacific Soil Analysis Ltd., Vancouver, or an alternate laboratory agreed to by both the Contractor and Consultant. The Contractor shall arrange for such testing and recognize that a minimum period of one (1) week is required for such testing beginning from the time that the laboratory receives the soil sample(s). In the event that the contractor initiates application of soil on site prior to completion of the soil analysis, it is possible that the soil will be rejected and require removal at the Contractor's expense.
- .3 The recommendations of the soil testing laboratory shall be the basis of requirements for soil amendments.
- .4 The Contractor shall submit the soil analysis report to the Consultant for review a minimum of 48 hours prior to commencement of work.
- .5 Each submission to the testing laboratory shall include the following:
 - .1 Minimum 4 Litre sample of soil intended for use.
 - .2 Indication of landscape application type:
 - a) High Traffic Lawn
 - b) Low Traffic Lawn
 - c) Trees and Large Shrubs
 - d) Planting Bed
 - e) Raised Planter
 - f) Natural Area
 - .3 The planned watering/irrigation method:
 - a) Permanent automatic irrigation
 - b) Temporary irrigation for establishment
 - c) Manual watering
 - d) No irrigation
- .6 The soil analytical requirements shall include:
 - .1 pH.
 - .2 Lime requirement to achieve a pH of 6.5.
 - .3 Soluble salts or electrical conductivity (E.C.).

- .4 % Sands + % Fines (Silt and Clay) + % Organic Matter = 100%.
- .5 % Total Nitrogen.
- .6 Available levels of phosphorous, potassium, calcium and magnesium.
- .7 The laboratory analysis shall include recommendations for:
 - .1 Soil amendments to bring soil attributes to acceptable levels as outlined in this specification.
 - .2 Fertilizer applications, by category of plant type, to bring growing medium fertility to levels outlined in this specification.

1.3 DELIVERY, STORAGE, AND HANDLING

- .1 Storage: Store in clean area; protect from contamination with weeds, weed seeds, fill or other debris

1.4 POST-INSTALLATION TESTING

- .1 The Consultant will obtain and submit a sample of installed soils for testing to confirm that installed soil(s) satisfies the properties and requirements of this and that required amendments have been completed.
- .2 All testing, initial and subsequent, will be at the Contractor's expense.
- .3 Non-conforming soils may require amendment in-place or removal and replacement at the Contractor's expense.

2 PRODUCTS

2.1 TOPSOIL

- .1 All supplied topsoil shall be fertile, friable natural loam, neither heavy clay nor of very light sandy nature, containing 4% organic matter for clay loams and 2% organic matter for sandy loams with acidity range (pH) between 5.5 and 7.5. Topsoil shall be capable of sustaining vigorous plant growth. It shall be free from any admixture of sub-soil, lumps of clay, stones and roots over 30mm (~1") diameter, toxic materials, crabgrass, couchgrass, equisetum, bindweed/morning glory, noxious weeds and weed seeds.
- .2 The population of any single species of plant pathogenic nematode shall not exceed 1,000 per litre of growing medium.
- .3 Identify the source of supply for approval and repeat approval process for any proposed change in the source of supply. The Consultant may take samples for sieve analysis prior to approval.

2.2 PEAT MOSS

- .1 Peat moss shall be horticultural grade, partially decomposed fibrous or cellular stems and leaves of Sphagnum Mosses with a texture varying from porous to spongy fibrous, fairly elastic and substantially homogeneous with a pH value of not less than 3.5 and not greater than 6.0, free wood, sulphur and iron. It shall be brown in colour and medium to coarse shredded, particles 10mm (0.4") size or less.

- .1 Salinity: The saturation extract conductivity shall not exceed 2.0 millimhos/cm at 25° Celsius.
- .2 Nitrogen content shall be no less than 0.8% based on dry weight.
- .3 Particle size shall be such that:
 - a) 95-100% pass a 9.5mm standard sieve.
 - b) 0-15% pass a 500 micron standard sieve.

- .2 Identify the source of supply for approval and repeat approval process for any proposed change in the source of supply. The Consultant may take samples for sieve analysis prior to approval.

2.3 SAND

- .1 Sand shall be hard, granular sharp sand, less than 2.00mm and greater than 53 microns (0.053mm) in size to CSA A82.50-M1976, well washed and free of impurities, chemicals or organic matter.
- .2 Identify the source of supply for approval and repeat approval process for any proposed change in the source of supply. The Consultant may take samples for sieve analysis prior to approval.

2.4 MANURE

- .1 Manure, where used, shall be well-rotted farm animal manure, such that liquids have been eliminated, and the material is crumbly, free from weed seeds, rocks, sticks and other deleterious material and contain not more than 40% by volume of sawdust, straw, or shavings.
- .2 Manure shall be free of harmful chemicals, and shall have salt content that gives an electrical conductivity reading of between 0.5 and 0.6mmho/cm.
- .3 Manure shall contain not less than 1.0% nitrogen based on dry weight.
- .4 All particles in manure shall pass a 6.35mm standard sieve.
- .5 Manure shall be free of viable seed, maximum two (2) plants per litre of manure.

2.5 WOOD RESIDUALS

- .1 Where wood residuals from decomposed sawdust are present in the growing medium, the total carbon to total nitrogen ratio shall not exceed 40:1.
- .2 Sawdust shall not be present in the growing medium.

2.6 FERTILIZERS

- .1 Fertilizers shall be standard commercial brands, meeting the requirements of the Canada Fertilizer Act.
- .2 Dry fertilizers shall be in granular, pelleted or prill form, in accordance with recommendations of the soil testing laboratory, and shall be dry, free-flowing and free from lumps, and be in manufacturer's original packaging, stored in waterproof containers clearly marked with the name of the product and manufacturer.
- .3 Liquid fertilizers shall be in the manufacturer's original containers.

2.7 BONEMEAL

- .1 Bonemeal shall be a commercial raw Bonemeal, finely ground with minimum analysis of 4% nitrogen and 20% phosphoric acid.

2.8 GROWING MEDIUM

- .1 The composite planting soil mixture (growing medium) shall be free from any admixture of plants, weed seeds, roots, sticks, building materials, wood chips, chemical pollutants or other extraneous materials.
- .2 The dry weight of the growing medium must not exceed 85 lbs/cu.ft.
- .3 The saturated weight of the growing medium must not exceed 100 lbs/cu.ft.
- .4 The growing medium shall not require more than 0.5 kg per m² (100 lbs per 1000 sq.ft) of dolomite lime to reach required pH level.
- .5 Excessive weed, noxious weed, or invasive plant growth (as determined by the maintenance specification) in a growing medium during the first year may be an indication that unacceptable levels of weed/noxious weed/invasive plant seeds or parts were present in the growing medium at the time of installation. Such a determination may result in a requirement that the contractor remove all weeds and invasive plant roots and reduce the growth to acceptable levels as determined by the contract administrator.
- .6 The growing medium shall have chemical and physical properties which fall within the ranges outlined below:
 - .1 **Salinity:** The saturation extract conductivity shall not exceed 3.0 millimhos/cm at 25° Celsius. If higher it shall be leached with fresh water through irrigation or precipitation prior to planting.
 - .2 **Boron:** The concentration in the saturation extract shall not exceed 1.0 ppm.
 - .3 **Sodium:** sodium absorption ratio (SAR) as calculated from analysis of saturation extract to not exceed 8.0.
 - .4 **Total Nitrogen** shall be 0.2% to 0.6% by weight.
 - .5 **Available Phosphorus** shall be 50 to 250 ppm.
 - .6 **Available Potassium** shall be 50 - 1000 ppm.
 - .7 **Carbon to Nitrogen Ratio** shall be not more than 40:1, with added Organic Matter and chemical sources of Nitrogen.
 - .8 **Acidity** shall be within the pH range shown in the table below for the intended application.
 - .9 **Texture:** Particle sizes and proportions of each size particle shall be within the ranges shown in the table below for the intended application.
 - .10 **Particle size** classes referenced to Canadian System of Soil Classification.
 - .11 **Organic Content** shall be within the ranges shown in the table below for the intended application.
 - .12 Mixing and handling of growing medium shall be done in a manner that the minimum saturated hydraulic conductivity shown in the table below is achieved.

- .13 Properties of growing medium for different landscape applications shall be as follows:

Property	% of Dryweight Mineral Fraction		
	Low-traffic lawn, trees & large shrubs, natural areas	High-traffic lawn	Planting areas, shrubs & groundcover
Texture			
Gravel (>2mm to <40mm)	0 - 5	0 - 5	0 - 5
Sand (>0.051mm to <2mm)	50 - 70	70 - 90	50 - 70
Silt (>0.002mm to <0.05mm)	10 - 25	0 - 15	10 - 25
Clay	0 - 25	0 - 15	0 - 25
Acidity (pH)	6.0-7.0	6.0-7.0	5.0-6.5
Drainage			
Minimum saturated hydraulic conduc. (cm/hr)	2.0	7.0	2.0
Organic Content			
% of Dry Weight	5 - 10	3 - 5	10 - 20

3 EXECUTION

3.1 SCARIFICATION AND FINE GRADING

- .1 Sub-grade shall be scarified to a minimum depth of 150mm (6") immediately before placement of growing medium.
- .2 Fine grade sub-grade eliminating any uneven areas and low spots that become apparent during scarification.

3.2 GROWING MEDIUM

- .1 Commercial processing and mixing of growing medium components shall be done thoroughly by a mechanized screening process. No hand mixing shall occur unless specifically approved by the Consultant.
- .2 Topsoil or growing medium shall not be handled in a wet or frozen condition or in any manner in which the soil structure is adversely affected.
- .3 Moisture content of peat at the time of mixing shall not be less than 60% to 75%.

3.3 PLACING GROWING MEDIUM

- .1 Bulk excavation and fill and subgrade by others shall be prepared to within 50mm (2") tolerance of the following depths below required finished grade elevations:

Planting Type	Depth
---------------	-------

Grass Sod	150mm (6")
Seeding	150mm (6")
Shrub Beds	450mm (18")
Rain Garden	450mm (18")

- .2 The Contractor shall examine the sub-grade before placing growing medium, and shall report any conditions or defects on the site that may adversely affect the performance of this section of the work to the Consultant prior to placing growing medium.
- .3 Spread growing medium during dry weather over approved dry sub-grade. Apply growing medium over the site up to finished elevations and contours required.
- .4 Roughen surface of growing medium after installation to remove glazing.
- .5 Place growing medium over prepared subgrade and allow to settle or compact by light rolling such that it is firm against deep footprints. Do not compact growing medium more than necessary to meet this requirement.

3.4 FERTILIZERS

- .1 Fertilizers shall be added according to soil lab analysis recommendation(s) to bring growing medium fertility within the ranges set out in Growing Medium - Clause 2.8.
- .2 Lime may be added to the growing medium at the time of screening. All other required fertilizers shall be added to the growing medium after it is in place. There should be at least one week between the time of application of lime and other types of fertilizer.
- .3 Fertilizers shall be spread according to the soil analysis report with a suitable mechanical spreader and be fully incorporated into the growing medium to a minimum depth of 150mm (6").

END OF SECTION

(Remove MMCD Platinum Edition Specifications Clause 2.4 and Clause 3.7, SECTION 32 92 01 Planting of Trees, Shrubs and Ground Covers, and replace with the following)

1 GENERAL

1.1 RELATED WORK

- .1 Section 32 93 01 – Trees, Shrubs and Groundcover Planting

1.2 INSPECTION

- .1 Obtain approval of installed planting from Consultant before mulching material is applied.
- .2 Samples: Material sample (minimum 2 liters) provided to Consultant for approval.

1.3 DELIVERY, STORAGE, AND HANDLING

- .1 Storage: Store in clean area; protect from contamination with weeds, weed seeds, topsoil, fill or debris.

1.4 PROTECTION

- .1 Prevent damage to landscaping, curbs, trees and adjacent property during installation. Any damage will be made good at no expense to the Owner.

2 PRODUCTS

2.1 BARK MULCH

- .1 Bark mulch shall be 25mm and minus Douglas Fir/ Hemlock bark chips, naturally dark brown/black in colour.
- .2 To be free of wood and sticks, stones, roots, invasive or noxious seeds and reproductive parts, soil, salts or other harmful chemicals, or other extraneous material.

3 EXECUTION

3.1 BARK MULCH

- .1 After finish grading is complete and all debris and weeds have been removed and inspected, place bark mulch on all shrub beds and tree wells in an even layer.
- .2 Depth of mulch to be 75mm (3") after settling, unless otherwise noted on plans.
- .3 Ensure installed mulch does not bury or cover any components of plant material that require exposure including, but not limited to, leaves, branches and trunks.

END OF SECTION

1 GENERAL

1.1 SUMMARY

- .1 Section Includes: Exterior landscape maintenance

1.2 REFERENCES

- .1 Reference standards related to landscape maintenance include project specifications and the following:
 - .1 B.C.S.L.A./B.C.N.T.A. British Columbia Landscape Standard
 - .2 B.C.N.T.A. Standard for Container Growth Plants
 - .3 International Society of Arboriculture Guide for Establishing Values of Trees and other Plants
 - .4 National Arborist Association Standards for Tree Care
 - .5 American National Standards for Tree Care Operations
 - .6 Federal Legislation:
 - .7 The Pest Control Products Act
 - .8 The Plant Quarantine Act
 - .9 The Fisheries Act
 - .10 Migratory Bird Regulations
 - .11 The Food and Drug Act
 - .12 The Pesticide Control Act
 - .13 The Grasshopper Control Act
 - .14 The Wildlife Act
 - .15 The Weed Control Act
 - .6 Provincial Legislation and Guidelines:
 - .17 The Pesticide Control Act Regulation
 - .18 Handbook for Pesticide Applicators and Pesticide Dispensers
 - .19 Worker's Compensation Board of B.C.: Standard Practices for Pesticide Applicators
- .2 The latest edition of each publication is to be used in conjunction with this Standard.

1.3 SUBMITTALS

- .1 Maintenance Schedule: Contractor to submit maintenance schedule to Contract Administrator that documents proposed frequency of maintenance activities.
- .2 Maintenance Log Book: Contractor to maintain log book during the maintenance period to document maintenance visits and activities performed. Log book will be provided to the Contract Administrator monthly throughout the maintenance period, as well as at the end of the maintenance period.

1.4 QUALIFICATIONS AND WORKMANSHIP

- .1 All landscape maintenance personnel shall be skilled in the tasks assigned to them.
- .2 Pesticide handling and application shall be completed in accordance with applicable regulations by qualified tradesmen holding current certification under the B.C. Pesticide Control Act.
- .3 In instances of substandard workmanship, inadequate machinery, or unsafe work habits on the part of the Contractor, the Owner reserves the right to terminate the contract by giving 30 days written notice.

1.5 PROTECTION

- .1 All existing and new plants, site services, curbs, paving, structures, finishes and all other features shall be protected against damage during the work. Damage shall be reported and shall be promptly and completely repaired at no cost to the Owner.
- .2 Appropriate measures shall be taken to ensure that no spillage of fuels, toxic construction materials, or other toxic wastes occurs, and where use of such materials is necessary, to ensure that adequate containment facilities and clean-up equipment are utilized.
- .3 No toxic or waste materials shall be dumped into water courses, swales or any other water body either on or off the job site.
- .4 No toxic materials, fertilizers, or fuels shall be stored adjacent to water courses or swales in a location where spillage could result in seepage into a water course or swale.
- .5 All toxic wastes and other material shall be disposed of in a manner acceptable to the owner and in accordance with municipal, provincial and federal regulations.

1.6 SAFETY

- .1 Maintenance work shall be done in a manner which complies with all applicable laws, bylaws, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
- .2 All safeguards for safety and protection, as required by the Workers' Compensation Board, shall be put in place and maintained while maintenance work is in progress.
- .3 Barricades, safety guards, and warning devices shall be erected and maintained whenever necessary for the protection of persons and property.

1.7 CHEMICALS

- .1 Handling and applications of all chemicals, including but not limited to herbicides, pesticides, fungicides and insecticides, shall be done in accordance with provincial and federal legislation.

- .2 Use, handling and disposal of chemicals shall comply with all applicable legislation and regulations, including, but not limited to, the federal Pest Control Products Act, Plant Protection Act, and Waste Management Act, as well as any municipal or regional district legislation.
- .3 Proper advance notification to people in the area, including posting of warning signs, shall be done before any spraying is carried out, and in accordance with local and provincial legislation.

1.8 **REPORTING DAMAGE**

- .1 Where dangerous or potentially dangerous situations are noted on site the Contractor shall notify the Owner and the appropriate public agencies at once, verbally, and where necessary in writing.
- .2 Health and safety shall be considered in developing maintenance procedures, particularly in regard to food and potable water.
- .3 Deterioration and unsafe conditions in any element of the site shall be reported.

1.9 **GUARANTEE AND MAINTENANCE**

- .1 All work shall be guaranteed and maintained for one year from the date of Substantial Performance of the landscape construction contract, against all defects in material, equipment and workmanship.
- .2 Guarantee shall also cover repair of damage to any part of the premises resulting from defects in material, equipment and workmanship to the satisfaction of the Consultant and Owner.

2 **PRODUCTS**

2.1 **MATERIALS**

- .1 Products and materials used in landscape maintenance shall meet the requirements of the original construction specification for the project and referenced standards.

2.2 **EQUIPMENT**

- .1 The Contractor shall supply all equipment, materials and all other supplies necessary to maintain the contract area to the highest standard.
- .2 Equipment shall be suited to the work at hand, and shall be in good condition. Safety devices shall be in place and functioning to Workers' Compensation Board requirements.
- .3 Equipment shall be kept clean to prevent the spread of plant diseases.
- .4 Equipment shall be such that the risk of spillage, inadvertent spraying oil, gasoline, herbicides, pesticides or other chemicals is minimized.

2.3 **WATERING AND IRRIGATION**

- .1 Water used for landscape maintenance shall be free from organic or chemical contaminants detrimental to healthy plant growth.
- .2 An automatic irrigation system will be installed for landscape areas. The system may be used according to municipal bylaws.

- .3 The amount of water and time of watering shall adjusted to meet site requirements.
- .4 Water supplied by Owner.
- .5 Sprinkler heads will be kept clear of grass, soil, leaves to allow for free operation and complete coverage of planting areas.
- .6 Damage to the irrigation system caused by poor workmanship shall be made good at the Contractor's expense.

3 EXECUTION

3.1 SITE EXAMINATION

- .1 The contractor will inspect the site to ensure a thorough knowledge of the site and its characteristics. The evaluation of the site shall include:
 - .1 Climate
 - .2 Exposure to wind, rain and sun
 - .3 Plant types and the cultural needs of each
 - .4 Soil types, depth, fertility and structure
 - .5 Drainage
 - .6 Site paving
- .2 Documentation of observations will be provided within the Maintenance Log Book.

3.2 WEED AND PEST CONTROL

- .1 All weeds from turf and planting areas shall be eradicated. All weeds and invasive plants within turf and planted areas shall be removed prior to flowering.
- .2 Non-horticultural elements within the site such as pedestrian paving and edging shall be maintained to be free of weeds and debris.
- .3 If used, chemical applications shall conform to municipal, provincial and federal chemical weed control policies.
- .4 If used, chemical applications shall be applied as per manufacturer's recommendations.
- .5 If chemical applications are used Contractor shall be licensed to operate within the contract area and to hold a pesticide license from the Ministry of Environment. The applicator shall hold an up to date applicator's certificate.
- .6 The Contractor shall notify the Ministry of Environment's Representative of the intent to spray and shall be guided by their recommendations. Signs shall be placed at sprayed areas.
- .7 Safety procedures shall be enforced to the limit of Worker's Compensation Board and Ministry standards including notification of public and residents where applicable under Ministry rules.
- .8 Damage as a result of weed control chemicals used by the Contractor to plant materials, animals, or humans on or off the project site shall be the sole responsibility of the Contractor.

- .9 The Contractor shall replace all plant material damaged by spray chemicals with plant material of equal size and value and shall provide labour to remove and replant same at no cost to the Owner.
- .10 Any damage claim resulting from work of this section shall exonerate the Owner or their Representatives from any liabilities.
- .11 Disease problems in the planting area shall be reported and discussed with the Consultant for recommendations regarding possible action.

3.3 LAWNS

- .1 Cut grass when it reaches height of 60 mm (2 1/4") and cut to height of 40 to 50 mm (1 1/2" to 2").
- .2 Clippings to be picked up and removed from seeded areas of the site after every cutting.
- .3 Edging around planting beds, trees, and paths as required. All edges to be cleaned up of cut grass at each operation.
- .4 The Contractor shall be responsible to collect and haul away cut grass and all deleterious materials at end of every day's work.
- .5 The Contractor shall be responsible to keep all leaves, paper and any other debris (to include storm damage to trees and shrubs) off the turf at all times. This may involve some weekend work and daily clean-up of leaves during the autumn season. Anticipation of cost to be included in the stipulated sum.

3.4 TREE, SHRUB AND GROUNDCOVER PLANTING AREAS

- .1 Maintenance of plantings shall include watering, weeding, pest and disease control, pruning, and supplemental fertilization.
- .2 Planting beds shall be maintained to be weed-free.
- .3 Fertilization of planting areas to meet the recommendations provided by a qualified soils laboratory and based on soil testing completed at Substantial Performance review.

3.5 WATERING AND IRRIGATION

- .1 The watering schedule shall be set out in accordance with municipal bylaws. Application may be made for a variance from the bylaw to support healthy establishment. Review of the application and outcome is determined by the City.
- .2 The amount of water and time of watering shall be adjusted to meet site requirements.
- .3 Watering shall be such that the water penetrates the full depth of the root zone and full coverage of landscape areas.
- .4 Watering to occur in the early morning or late evening wherever possible. Water to occur outside of peak use hours (10am-2:30pm).
- .5 Watering schedule is to support thriving plant health – achieving this is the responsibility of the Contractor.

3.6 LITTER REMOVAL

- .1 All non-vegetative litter (e.g. paper, cans, refuse) shall be collected and disposed of weekly.

- .2 Litter removal from all landscaped areas within the contract area shall be the exclusive responsibility of the Landscape Contractor throughout the maintenance period.

3.7 FREQUENCY

- .1 Maintenance of all landscape areas, shall be maintained as per *Table 1: Recommended Maintenance Procedures & Frequencies* (below). This table provides a recommended schedule for the 1 year maintenance period. This schedule has been adapted from the BC Landscape Standard (Maintenance Level 2 – Groomed, Section 14, p.39).

** This schedule is provided for information only. Changes with weather and site conditions will dictate increased effort or tasks that are the responsibility of the Contractor to determine and carry out in order to ensure plant material is healthy and thriving (e.g. summer drought after planting may dictate increased watering).*

Table 1: Recommended Maintenance Procedures & Frequencies													
✓ Recommended Procedure							• As Necessary						
Procedure	Recommended Monthly Schedule:											Frequency:	
	J	F	M	A	M	J	J	A	S	O	N	D	
General:													
Inspection	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Monthly
Litter Removal			•	•	✓	•	✓	•	✓	•	•		Weekly (and as necessary)
Reporting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Monthly
Lawns:													
Aerate & De-thatch			•	•	•				•				As required, or conditions allow
Edge			•		✓			✓					3 times/growing season
Fertilize				✓			✓		✓				3-4 times/year (based on soil test)
Lime				•					•				Based on soil test
Mow				•	✓	✓	✓	✓	✓	•			7-10 day intervals
Pest Control				•	•	•	•	•	•	•			As required
Repair				•	•	•	•	•	•	•			As required, within 2 weeks
Reseed/Overseed				•	•			•	•				As required
Trim				•	✓	✓	✓	✓	✓	•			Each time lawn is mown
Water				•	✓	✓	✓	✓	✓	•			2-3 times weekly (per local bylaws)
Weed Control	•	•	✓	✓	✓	✓	✓	✓	✓	•	•	•	Weekly in late winter to spring, then monthly

Table 1: Recommended Maintenance Procedures & Frequencies													
✓ Recommended Procedure							• As Necessary						
Procedure	Recommended Monthly Schedule:											Frequency:	
	J	F	M	A	M	J	J	A	S	O	N	D	
Trees/Shrubs:													
Fertilize				✓		✓			✓				3 times/year (based on soil test)
Mulch/Cultivate			✓										Spring start-up
Pest Control				•	•	•	•	•	•				As required for healthy appearance
Plant Replacements			•	•	•				•				As required
Prune		•							•	•			As required
Transplant				•	•				•				As required
Repair	•	•	•	•	•	•	•	•	•	•	•	•	As required, within 2 weeks
Water				•	✓	✓	✓	✓	✓	•			2-4 times weekly (per local bylaws)
Weed Control			✓	✓	✓	✓	✓	✓	✓	•	•		Bi-weekly
Herbaceous Plants:													
Cut back Grasses		•							•	•			Annually, before spring re-growth
Bulb Planting			•						•	•			Fall or spring (as required by type of bulb)
Dead Heading					•	•	•	•	•				Bi-weekly
Water				•	✓	✓	✓	✓	✓	•			2-4 times weekly (per local bylaws)

3.8

FINAL ACCEPTANCE

- .1 Final acceptance or total performance shall be issued for the installed landscape work when the landscape has been installed as specified, all deficiencies have been rectified to the satisfaction of the Consultant and the maintenance and guarantee period is complete.

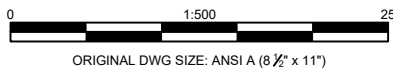
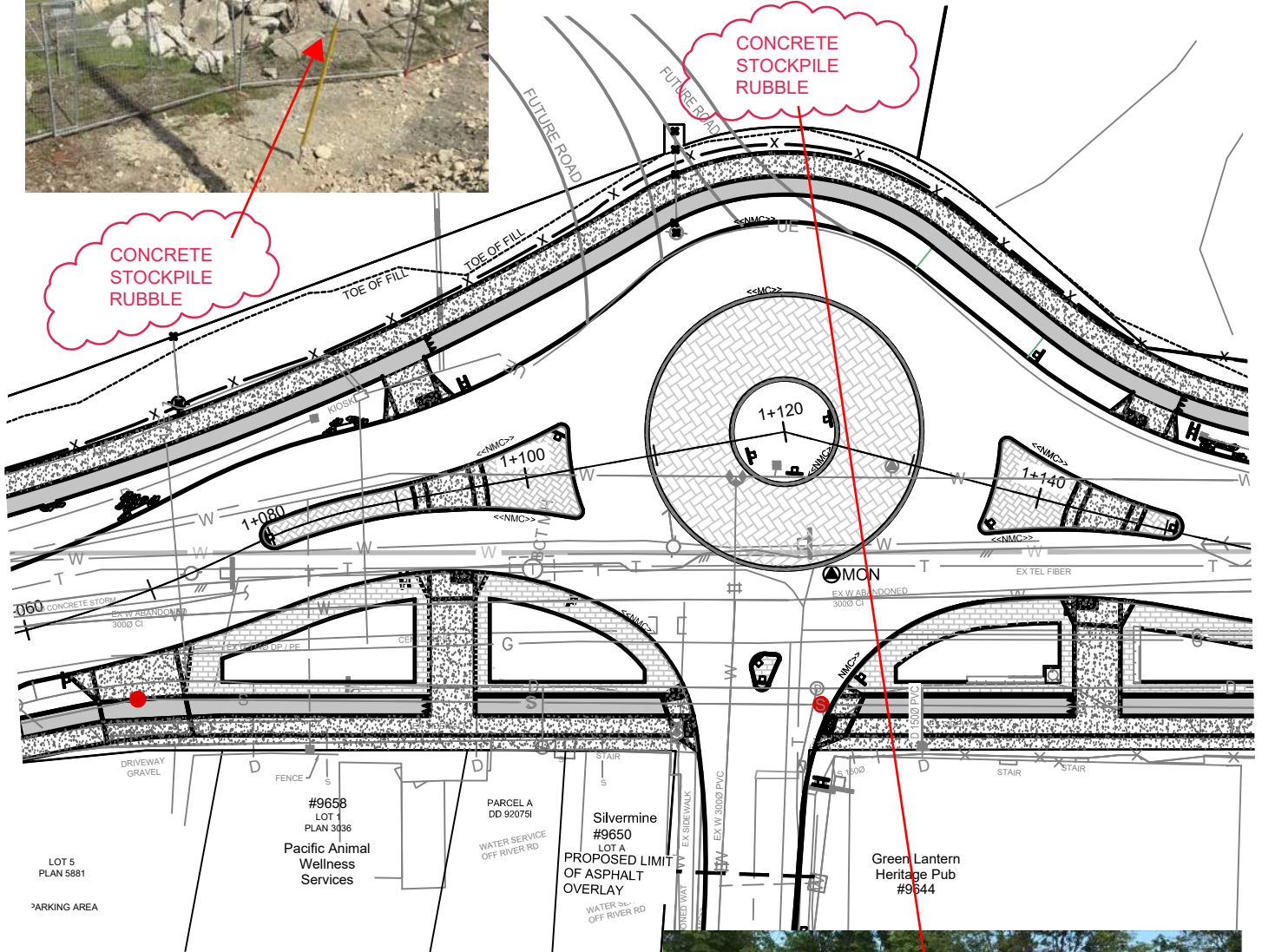
END OF SECTION

APPENDIX - E



CONCRETE STOCKPILE RUBBLE

CONCRETE STOCKPILE RUBBLE



Report

Date: June 17, 2020

File:

To: Council

From: George Farkas, A/Director Human Resources and Corporate Planning

Endorsed:



Subject: Council Strategic Plan: Quarter 2 Update (April to June 30, 2020)

Purpose

To provide a quarterly update, in accordance with the Council Strategic Plan Administration Policy, on the status of the projects identified within the 2019-2022 Council Strategic Plan for the period of April to June 2020.

Background

In early 2019, Council created North Cowichan's first-ever Council Strategic Plan. The 2019-2022 Council Strategic Plan (the "Plan") outlines what Council aims to accomplish during its term and sets out several years' worth of projects and initiatives to assist them with realizing their vision and strategic objectives. With the support of an external consultant, Council engaged in a priority-setting exercise to identify an initial project list based on the available capacity in 2019 for each of the departments.

On March 4, 2020, Council adopted the Council Strategic Plan Administrative Policy (the "Policy") to establish an administrative process to ensure accountability and transparency to the public. The Policy supports Council's oversight role of monitoring staff progress towards implementing the Plan by providing clear direction to staff on how that progress is to be reported. That reporting requirement includes quarterly updates to Council by March 31, June 30, September 30 and December 31 of each year to outline their progress towards meeting the Plan's objectives.

Council was presented with Departmental Business Plans (the "Business Plans") during the February 3, 2020 Committee of the Whole meeting, which highlighted how the municipality would be operationalizing the Plan and the "Operational Strategic Plan" objectives, including those action items that were not completed in 2019. The Business Plans established a timeline for completing each priority over the next three years. Of the 49 projects identified in the Plan, 34 projects were planned to commence in 2020; with 14 projects commencing in 2021; and 1 project commencing in 2022.

The Q1 Update for the period of January to March 31 demonstrated strong progress on all of the key initiatives that have commenced during the first three months of 2020. The staff report highlighted that the COVID-19 Pandemic had required the municipality to take several precautionary measures for the health and safety of staff and the community. The staff report also highlighted that subsequent quarterly updates will begin to identify the longer-term

implications from the COVID-19 Pandemic to the Plan's priorities, including mitigation efforts that have been put in place to ensure continued progress towards implementation of Council's priorities.

Discussion

In early June 2020, each department provided progress updates on each of the Plan projects that have commenced between January and June 2020. The information was then summarized by corporate services staff, reviewed by the Executive Management Team and compiled into the 2020 Quarter 2 Update (the "Update").

During Q2, Council made a number of decisions in support of advancing its strategic priorities while ensuring the health and safety of staff and the public. For example, Council has given direction to staff to resume Regular Council meetings, public hearings and committees virtually, and has also provided direction to proceed with revised public (digital) engagements for the following major projects: the Official Community Plan Update Project; the Municipal Forest Reserve Engagement; the Climate Action and Energy Plan Update Project; and the Joint Utilities Board Sewage Outfall Project. Also in Q2, Council re-examined its budget priorities in light of the COVID 19 Pandemic, by adopting the Five-Year Financial Plan Amendment Bylaw. The bylaw included a net tax increase of 1.41% with none of the net new positions recommended by staff being added for 2020 and reductions in the capital program.

Despite the significant time and effort dedicated to establishing new ways of doing business in response to COVID 19 Pandemic, the Q2 report continues to show strong progress in advancing Council's strategic projects from April to June 30, 2020. The report identifies key project milestones or accomplishments during Q2, including the resumption of planned public engagement activities in Q3 through digitized means. One of the key risks in Q3 to sustaining the pace of progress on Council's strategic priorities will be the municipality's internal services resource capacity (both technological and internal services staff) to support the rapid COVID-19 business transformation from face-to-face and paper-based business processes to virtual and electronic service delivery, and the substantial safety and personnel requirements undertaken to resume in-person services where appropriate. The report also identifies a handful of priorities that continue to be impacted due to the COVID 19 Pandemic, such as Special Events of large gatherings, which are currently not permitted by the Provincial government.

Finally, the Q2 report highlights key, internal steps the organization has taken to support employees during the COVID-19 Pandemic, including establishing a temporary intranet to share pertinent information with employees, a signed letter of understanding with CUPE Local 358 to create more certainty for laid off recreation staff, and the development of a redeployment program for laid off staff to perform alternate work.

As required under the Policy, the Q2 report will be made available on the municipal website after it has been approved.

In accordance with section 3.4 of the Policy, Council may notify the Chief Administrative Officer if they wish to review and amend the Strategic Plan by June 30 of each year. Should Council wish to undertake a review in Q3, staff believe this presents a timely and important opportunity to ensure the Plan aligns with the recent 2020 and future year budget direction and reflects how the COVID 19 Pandemic may impact Council's strategic direction moving forward.

Recommendation

That Council accept the 2020 Quarter 2 Update on the 2019-2022 Council Strategic Plan as presented by the A/Director, Human Resources.

Attachment:

Appendix A: Council Strategic Plan Quarter 2 Update



2020 Quarter 2 Update

April 1 - June 30, 2020

Council Strategic Plan **2019-2022**

INTRODUCTION

Quarter 2 Update: April 1 - June 30, 2020

In early 2019, Council created North Cowichan's first-ever Council Strategic Plan. The 2019-2022 Council Strategic Plan outlines what Council aims to accomplish during its term. It sets out several years' worth of projects and initiatives to realize Council's vision and strategic objectives. In March 2020, Council adopted the Council Strategic Plan Administrative Policy, which establishes a clear process to support Council's provision of oversight as they monitor staff's progress toward implementing the Strategic Plan. Under the policy, staff will be providing quarterly updates to Council by March 31, June 30, September 30, and December 31 of each year to outline progress on meeting the Strategic Plan's objectives.

During the second quarter, Council made several decisions in support of advancing its strategic priorities while ensuring that the health and safety of staff and the public. For example, Council has resumed Regular Council meetings, public hearings and committees by video conferencing and has also provided direction to proceed with revised public (digital) engagements for the following projects: the Official Community Plan Update Project; the Future of the Municipal Forest Reserve; the Climate Action and Energy Plan Update Project; and the Joint Utilities Board Sewage Outfall Relocation Project. In Q2, Council also re-examined its budget priorities in light of the COVID-19 Pandemic, by adopting the Five-Year Financial Plan Amendment Bylaw, which included a net tax increase of 1.41% with none of the net new positions recommended by staff being added for 2020.

Despite the significant time and effort dedicated to establishing new ways of doing business in response to the COVID-19 Pandemic, the second quarterly update continues to show strong progress in advancing Council's strategic projects from April to June 30, 2020. This report identifies key project milestones or accomplishments during the second quarter, including the resumption of planned public engagement activities in Q3 through digitized means to advance a number of Council's key priorities. One of the key risks in Q3 concerning advancing Council's strategic priorities will be municipality's internal resource capacity (both technological and staff) to support the municipality's rapid business transformation from face-to-face to electronic service delivery. The report also identifies a handful of priorities that continue to be impacted due to the COVID 19 Pandemic, such as special events and large gatherings, which are currently not permitted by the Provincial government.

Finally, the Q2 report highlights key, internal steps the organization has taken to support employees during the COVID-19 Pandemic, including establishing a temporary internet to share pertinent information with employees, a signed letter of understanding with CUPE Local 358 to create more certainty for laid-off recreation staff, and the development of a redeployment program for laid-off staff to perform alternate work.

SERVICE



We provide responsive, efficient, transparent and engaged service that contributes value to the community.

Action	2020 Quarter 2 Update
Maintain the existing high level of service in the community	✓ The Management Team and staff continued working toward alternative ways to deliver municipal services during COVID-19. Municipal Hall opened for property tax, utility, and dog tag payments. The 2020 Financial Plan was adopted in Q2. Council will be providing preliminary direction to staff on the development of the 2021 Financial Plan at the June 17 Council meeting.
Develop a long-term plan for the municipal forest reserve	✓ The second Engagement Working Group meeting was held on June 10 and a Forestry Advisory Committee meeting is being planned for June 30.
Recognize the great work of staff	✓ Through COVID-19 recognition activities have focused on staff mental and physical well-being, enabling physically isolated work. One hundred sixty-six (166) staff are now engaging online with our temporary intranet; 99 percent of respondents to online poll believe North Cowichan put staff health and safety first in its handling of the COVID-19 pandemic (96 responses total). We developed an employee health and well-being resource page on the intranet, and over 35 COVID-19 safety guidelines. A Letter of Understanding was signed with CUPE Local 358 to create more certainty for laid-off recreation staff. We developed a redeployment program for laid-off staff to perform alternate work. Internal communications acknowledged Administrative Professional's Day and Public Works Week.
Ensure open and transparent communications with the public	✓ On April 29, Council lifted the pause on engagement and the OCP, MFR, JUB, and CAEP projects moved forward. COVID-19 communications carried on until the need lessened and more regular communication could occur again. 15 news releases were issued in Q2, with an 8% growth in our social media audience. A select committee of Council was established to help staff and a consultant create an Engagement Policy and Framework to establish Council's vision for all engagement, create consistency across the organization, and build measures for success to facilitate continual improvement. A mail out was sent to all residents and non-resident property electors with information and an Elector Response Form for the proposed new RCMP facility.
Identify potential new sources of revenue	✓ Staff are exploring fees for fire inspections and will report to Council in Q3. Building permit fees review work will commence in Q3.
Review RCMP service levels	✓ The review of RCMP service levels is planned to commence in Q3.
Maintain opportunities for multi-modal transportation	✓ Staff continue to work on Chemainus Road and surface works have been tendered despite COVID-19 related delays. A multi-modal path was completed. ICBC has provided a contribution of over \$60,000 towards 2020 projects. An RFP for the Master Transportation Plan has been issued. Projects that required public consultation or were suited to public works crews to build later were deferred from the roads budget. Staff continued to work on the JUB outfall relocation.

ENGAGEMENT



Through collaborative relationships with other governments, Indigenous peoples, stakeholder partners and engaging the community at large, we achieve optimum outcomes for all.

Action	2020 Quarter 2 Update
Continue to develop strong relationships with Indigenous peoples	✓ We made contact with all 7 First Nations who have overlapping territory in the Municipal Forest Reserve to see if they wanted to be engaged and how.
Support community groups and organizations	✓ Special events have been put on hold due to COVID-19, but will recommence once guidelines have been provided by the Provincial Government. Community Services will provide a higher level of service to groups holding these events once they are able to resume, including delivery of barriers and cones.
Work collaboratively with regional government partners, ensuring a strong relationship with the Cowichan Valley Regional District (CVRD)	✓ Participation on COVID-19 Task Force for Vulnerable Populations, and creation of 12-person, family cluster, temporary tent site to house vulnerable, homeless, and precariously housed persons at the Fuller Lake Arena Parking Lot. A Permanent housing project with BC Housing is moving forward on Drinkwater Road, with land acquisition on June 19 and a formal joint BCH, City of Duncan, and North Cowichan virtual announcement/media release. We collaborated on a regional approach to tackling the COVID-19 Pandemic through the Regional Emergency Operation Centre. A unified, regional approach was taken to re-open parks in the Cowichan Valley.
Lobby the CVRD, provincial and federal governments to support North Cowichan through grants, funding, and tax revenues	✓ We continued discussions with key funding partners to advance social housing priorities. A provincial grant was received for emergency preparedness funding for the Canada Avenue Flood Gate, Road and Drainage Upgrade Project. We partnered with Province and received approval that they will proceed with a low-barrier housing project on Paddle Road.
Provide a strong voice at the CVRD table, advocating for sustainable development in the region	✓ Discussions continued with the Cowichan Housing CEO to assess roles and responsibilities related to social housing and delivery of social services.

HOUSING

We have sustainable housing opportunities that represent the interests of all our citizens.



Action	2020 Quarter 2 Update
Seek opportunities to partner and support affordable housing initiatives	<ul style="list-style-type: none"> ✓ Staff are now reviewing subdivision and development permit applications as well as a draft lease and housing agreement. ✓ Staff are continuing to work closely with the Community Land Trust.
Create opportunities for new forms of housing (e.g. condos above neighbourhood commercial)	<ul style="list-style-type: none"> ✓ A lot was approved in Kingsview that enables the mixed commercial and residential use to move forward.
Explore opportunities for additional housing that meets the needs of the community	<ul style="list-style-type: none"> ✓ Partnering with CVRD and local governments on a Housing Needs Report. This project has begun and will be completed by the end of 2020. ✓ The community engagement component of the OCP Update Project will occur electronically.

ENVIRONMENT



We lead in environmental policies and practices to support the future health of our community.

Action	2020 Quarter 2 Update
Strengthen environmental policy in all land use planning	✓ The municipality is reviewing internal processes to expand upon environmental reviews of projects.
Remodel and implement the Climate Action and Energy Plan	✓ A planned community meeting was cancelled due to COVID-19, but with approval of digital engagement, the meeting will now occur electronically in early Q3.
Reconsider the Urban Containment Boundary and where future growth should be concentrated, especially in relation to the Quamichan watershed	✓ No change from Q1.
Relocate the Joint Utility Board Sewage Outfall Location	✓ Digital engagement has been approved by Council and will continue in order to ensure affected and interested individuals are informed. ✓ RFPs are being issued in Q3 for various aspects of the project.
Evaluate options for environmental improvements to Quamichan and Somenos Lakes	✓ Staff have been working collaboratively with the Somenos Marsh Management Committee addressing approaches to Riparian area management and public information. ✓ Zeolite test sites on Quamichan Lake will be in place in Q3.
Develop a comprehensive climate change risk & vulnerability assessment	✓ Project will commence in Q3.
Evaluate the merits of adopting the BC Energy Step Code	✓ Implementation of the BC Energy Step Code Program is proceeding in summer of 2020. The industry engagement component of this project will occur electronically.
Review opportunities for district energy system partnerships	✓ No change from Q1.
Support the health of our beaches, including advocacy with other levels of government	✓ Staff are continuing to monitor water quality during the active season of Maple Bay, Fuller Lake, Chemainus Kin Beach, and Cook Street Park. ✓ Environmental signage is being updated for Art Mann Park and Somenos public access.

Action	2020 Quarter 2 Update
Integrate natural assets into the overall asset management program	✓ Project will commence in Q3.
Increase awareness of waste reduction	<ul style="list-style-type: none"> ✓ Under the new recycling contract, our contractor is required to complete curbside inspections for contamination. ✓ A short social media campaign to support waste reduction was carried out.

ECONOMY



We attract and retain great talent and sustainable businesses, and have opportunities for all.

Action	2020 Quarter 2 Update
Support, retain, and attract light industry	✓ To be considered in OCP review.
Review options to provide any future municipal forest timber to local businesses for secondary industry	✓ The second Engagement Working Group meeting of the MFR engagement was held on June 10.
Develop a long-range strategic plan for North Cowichan-owned real estate	✓ Staff developing a long-range strategy for Council consideration by Q4.
Support small scale innovative agriculture	✓ Staff engaged with local agricultural stakeholders on cannabis production in the Agricultural Land Reserve. ✓ Project planned for 2021
Create conditions that will facilitate the development of specialty services in and around the new Cowichan District Hospital	✓ No change from Q1.
Consider the merits of implementing an Economic Development Committee	✓ A planned presentation from the Economic Development Manager in the CVRD was delayed due to the COVID-19 Pandemic.
Update the Agricultural Implementation plan and encourage the use of arable land	✓ This topic will be considered as part of the OCP review in 2021.
Support sport tourism and in particular Rowing Canada Aviron's entry into the community	✓ No change from Q1.
Lobby the provincial government to locate offices in North Cowichan	✓ No change from Q1.

COMMUNITY



We are a mix of unique, inspiring, sustainable, and safe neighbourhoods enjoyed by residents, businesses, and visitors.

Action	2020 Quarter 2 Update
Rewrite the Official Community Plan, forming the basis for local area plans throughout the community (e.g. Quamichan area, Berkey's Corner area, and Maple Bay Village)	<ul style="list-style-type: none"> ✓ Launched the digital engagement plan which has now been incorporated into the overall OCP engagement plan, and substantially completed gap analysis technical review, which will be shared with the public in Q3.
Incentivize or prioritize new growth in areas close to existing core development	<ul style="list-style-type: none"> ✓ No change from Q1.
Provide more input into managing the opioid crisis	<ul style="list-style-type: none"> ✓ Safer Community Plan implementation continued in Q2. ✓ Temporary tenting sites were provided at the Fuller Lake Arena Parking Lot to support vulnerable, homeless, and precariously housed persons. ✓ The Cowichan Leadership Group has continued to lobby the Province to address the opioid crisis.

UPCOMING

The following list of Action Items have a start date beyond 2020

Action	
Review developer utilization of the professional reliance model	2021
Develop incentives for creating compact development (e.g. infill)	2021
Develop a business case for innovative development (e.g. site adaptive planning, conservation development, residential cluster development, etc.)	2021
Review requirements for gray water reuse, solar power, and charging stations in new development	2021
Create a biodiversity protection policy	2021
Update the Subdivision Bylaw	2021
Renew the Zoning Bylaw	2021
Encourage appropriate development charges and amenities to support greater development (e.g. Development Cost Charge review).	2021
Review the potential for creating a heritage protection policy	2021
Continue to implement existing neighbourhood plans (e.g. Chemainus Revitalization Plan, Crofton Local Area Plan, etc.)	2021, subject to available funding.
Improve pedestrian safety on Boys Road	2022

COMPLETED

The following list of Action Items have been completed

Action	
Utilize local business when it can be demonstrated through the procurement process that they can deliver comparable value for money to non-local business	2019

Report

Date June 17, 2020

File:

To Council

From Mark Frame, General Manager, Financial and Protective Services

Endorsed:



Subject 2021 Budget Schedule

Purpose

To propose a schedule for the 2021 Budget deliberations.

Background

The Budget process starts in June, with the creation of business plans for capital projects. The Capital Expenditure Plan is assembled by June 30 with managers beginning their review of operating budgets and business plans in July. In anticipation of completion by the second week in September. This provides the opportunity to review and refine capital and operating budgets before the end of October. Consultation on the budgets has historically happened during the third week in October, with Council reviewing the operating, capital and utility budgets in November and December.

Discussion

The consultation part of the budget process will need to be rethought this year with the pandemic. Previously there have been open house style events with a "town hall "and online components available through PlaceSpeak. Staff will provide available options for 2021 consultation to Council n August.

It is essential to have the Financial Plan finalized early to provide certainty to taxpayers and managers. The capital program should be completed before December 31, 2020, to enable the start of projects as soon as possible and schedule them over 12 months. Finalizing the Financial Plan in May allows only seven months to complete projects. This timeline will be especially crucial in 2021 as we will be proposing a smaller and more targeted Capital Expenditure Program.

There are many options for budget meetings in November and December, options that have worked in the past are;

- Special evening meetings off Council week
- Special evening meetings Council wee
- Committee of the Whole meetings before Council

Options

Option 1 (Recommended option) – Schedule 2021 Budget Meetings based on evening meetings in November and December on off Council weeks.

Option 2 - Provide an alternate timeframe for Budget Meetings.

Implications

The sooner the Financial Plan is finalized, the more control for scheduling projects and priorities. Finalizing the Financial Plan in December allows for 12 months for completion of projects and priorities and allows changes in operating to be effective for 12 months rather than 5.

Recommendation

That Council approve a 2021 Budget Meeting schedule based on evening meetings in November and December on off Council weeks.

Report

Date June 17, 2020

File: 0570-01

To Council

From Tricia Mayea, Deputy Corporate Officer

Endorsed:



Subject 2020 Committee of the Whole Meeting Schedule

Purpose

To establish a Committee of the Whole meeting schedule (for the period of July to December 2020).

Background

Committee of the Whole (COW) meetings occur on an as-needed basis and are most often scheduled mid to late morning prior to Regular Council Meetings. The frequency and duration of COW meetings has increased in recent years, in part due to the volume of major Council priority projects underway (for example, the Official Community Plan Update), that involve frequent Council engagement and input throughout the life of the project. The increased frequency and duration of these COW meetings, combined with the practice of holding them in the mornings prior to Regular Council Meetings, has resulted in some very long meeting days and proven difficult for those members of Council who work during regular business hours to attend.

At the June 9, 2020 Committee of the Whole meeting, staff were directed to survey Council for preferred days and times for Committee of the Whole meetings and to provide Council with the results of the survey and to include any operational implications at the next Council meeting. During a discussion of the matter on June 9, it was noted that a fixed schedule, with meetings occurring in the evenings, would better accommodate the needs of all Council members and would facilitate participation by members of the public who cannot attend day time meetings.

Discussion

Following staff consultation with Council on their preferences, it has been determined that Tuesday evenings will work for their respective schedules and commitments and that a late afternoon or early evening start time is preferred. Staff feel that a regularly scheduled evening COW meeting once per month will generally meet Council and staff needs, and that additional special (evening) COW meetings could always be scheduled on an ad hoc basis if needed.

Staff are proposing that COW meetings occur on the second Tuesday of every month for the remainder of the 2020 calendar year, except for July because the second Tuesday in July is July 14, the day before the regular Council meeting scheduled for July 15. Back to back meetings would prove difficult for staff to administer. As such, staff are proposing that the following COW meeting dates be set and that public notice be provided in accordance with the Council Procedure Bylaw and section 94 of the *Community Charter*: Tuesday, July 7, 2020 at 6:00 p.m. (1st Tuesday of the month), Tuesday, August 11, 2020 at 6:00 p.m., Tuesday, September 8, 2020 at 6:00 p.m., Tuesday, October 13, 2020 at 6:00 p.m., Tuesday, November 10, 2020 at 6:00 p.m., and Tuesday, December 8, 2020 at 6:00 p.m.

This schedule allows at least one week per month to remain meeting free and available for other evening Municipal events, like public engagement activities or other Special COW or Special Council meetings, and from an operational standpoint provides legislative services with adequate time to prepare agendas and minutes.

At the end of the year, Council can assess whether the set days and times for COW meetings work for them and determine whether to direct staff to amend the Council Procedure Bylaw accordingly. Amending the Council Procedure Bylaw would provide greater transparency to the public as well as to future candidates when running in an election of when these types of meetings occur.

If Council selects Option 1 or Option 2 proposed below, staff will place all matters for discussion during the scheduled COW meetings as described; however, any emergent items that cannot wait for the next regularly scheduled COW meeting will be considered during the 12:00 p.m. to 1:00 p.m. timeslot prior to the Council meeting. This is consistent with past practice, prior to the recent trend of increased COW meeting duration.

Options

Option 1 (Recommended):

That Council endorse the 2020 Committee of the Whole meeting schedule, as outlined in the Deputy Corporate Officer's report titled 2020 Committee of the Whole Schedule, dated June 17, 2020, and that public notice be provided in accordance with the Council Procedure Bylaw and section 94 of the *Community Charter*.

Option 2:

That Council endorse the 2020 Committee of the Whole meeting schedule, with the times adjusted to 4:00 p.m., as outlined in the Deputy Corporate Officer's report titled 2020 Committee of the Whole Schedule, dated June 17, 2020, and that public notice be provided in accordance with the Council Procedure Bylaw and section 94 of the *Community Charter*.

Option 3:

That Council established a Committee of the Whole meeting on the _____ and _____ Tuesday of every month at _____ (start time).

Option 4:

That Council continue with the status quo of having Committee of the Whole meetings prior to the Council meetings.

Implications

Option 1 (Recommended)

- Financial implications include:
 - Approximately \$2,500 annually in over-time costs for non-exempt Information Technology staff to support 6:00 p.m. evening meetings.
 - Potential need to pay additional consulting fees or premiums to external service providers attending or supporting COW as a result of meeting outside regular business hours.
- Addresses Council concerns regarding Council and public attendance at morning COW meetings.

Option 2

- Financial implications include:
 - Approximately \$1,250 annually in over-time costs for non-exempt Information Technology staff to support 4:00 p.m. evening meetings.
 - Potential need to pay additional consulting fees or premiums to external service providers attending or supporting COW as a result of meeting outside regular business hours.
- Addresses Council concerns regarding Council and public attendance at morning COW meetings.

Option 3

- If Council were to direct staff to conduct a regular evening COW more than once per month, some of the potential implications are:
 - Increased financial implications for non-exempt Information Technology Staff increases (estimated at **\$5,000** annually).
 - Potential adjustments to senior staff compensation to reflect a significant increase in evening meetings, or altered work hours to offset the increase in evening hours.
 - Potential need to pay additional consulting fees or premiums to external service providers attending or supporting COW as a result of meeting outside regular business hours.
 - Increased difficulty in finding acceptable times for other evening Municipal events like public engagement activities or other Special COW or Special Council meetings.
- If Council were to direct staff to hold COW meetings the same week as a regular Council meeting, some of the potential implications include:
 - Capacity and workload challenges for Legislative Services staff (with a COW agenda required to be published Thursday, and a Council agenda required to be published on a Friday for meetings the following week). Will also create potential delays in expedient preparation of COW and Council meeting minutes.

- Lost productivity and meeting fatigue for some Councillors and senior staff, should back to back meetings go later into the evening (which is anticipated given current meeting length trends). Senior staff at North Cowichan report to work at 7:30 or 8:00 a.m. depending on their area of responsibility, regardless of a Council meeting end time the night before or how late a Council meeting is anticipated to go; some Councillors also face this same challenge.

Option 4

- Does not resolve issues identified by Council in relation to Councillors who work regular business hours, or facilitate attendance by members of the public who work business hours.
- Continued very long Regular Council Meeting days, where a morning COW meeting is needed.
- No financial and staff capacity implications, additional service providers fees or premiums

Recommendation

That Council endorse the 2020 Committee of the Whole meeting schedule, as outlined in the Deputy Corporate Officer's report titled 2020 Committee of the Whole Meeting Schedule, dated June 17, 2020, and that public notice be provided in accordance with the Council Procedure Bylaw and section 94 of the *Community Charter*.