

**REGIONAL DISTRICT OF NANAIMO
TRANSIT SELECT COMMITTEE
AGENDA**

Thursday, March 21, 2019

10:00 A.M.

Board Chambers

Pages

- 1. CALL TO ORDER**
- 2. APPROVAL OF THE AGENDA**
- 3. ADOPTION OF MINUTES**
 - 3.1 Transit Select Committee Meeting - January 24, 2019** **3**

That the minutes of the Transit Select Committee meeting held January 24, 2019, be adopted.
- 4. INVITED PRESENTATIONS**
- 5. DELEGATIONS**
- 6. CORRESPONDENCE**
- 7. UNFINISHED BUSINESS**
- 8. BC TRANSIT UPDATES**
 - 8.1 Sarah Phillips, Marketing & Communications Presentation**
 - 8.2 Kevin Shubert, handyDART Provincial Changes**
- 9. REPORTS**
 - 9.1 2018 - 2019 Conventional Transit Annual Operating Agreement Amendment No.1** **5**

That the 2018 – 2019 Conventional Transit Annual Operating Agreement Amendment No. 1 be approved.
 - 9.2 Licence of Occupation and Use** **24**

That the Regional District of Nanaimo enter into a licence of occupation and use with the City of Nanaimo and Seaspans Ferries Corporation for a portion of 1 Port Drive commencing April 7, 2019 and ending September 30, 2019.

9.3 Revised Custom Transit (handyDART) Registration Process Implementation 38

That the implementation of the BC Transit Revised Custom Transit Registration process for Regional District of Nanaimo Custom Transit (handyDART) be approved.

9.4 Custom Transit (handyDART) Cancellation Policy Implementation 41

That the implementation of the handyDART Cancellation Policy be approved.

9.5 RDN Transit Verbal Update

10. BUSINESS ARISING FROM DELEGATIONS

11. NEW BUSINESS

12. ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO
MINUTES OF THE TRANSIT SELECT COMMITTEE MEETING

Thursday, January 24, 2019
10:00 A.M.
Board Chambers

In Attendance:	Director T. Brown	Chair
	Director K. Wilson	Electoral Area A
	Director M. Young	Electoral Area C
	Director B. Rogers	Electoral Area E
	Alternate	
	Director J. Stanhope	Electoral Area G
	Director S. McLean	Electoral Area H
	Director T. Westbroek	Town of Qualicum Beach
	Director E. Mayne	City of Parksville
	Director M. Swain	District of Lantzville
	Director L. Krog	City of Nanaimo
	Director S. Armstrong	City of Nanaimo
	Director D. Bonner	City of Nanaimo
	Director E. Hemmens	City of Nanaimo
Director J. Turley	City of Nanaimo	
Also in Attendance:	Director I. Thorpe	City of Nanaimo
	D. Pearce	Dir, Transportation & Emergency Services
	D. Marshall	Mgr, Transit Operations
	B. Miller	Sup't, Fleet & Transit Service Delivery
	E. Beauchamp	Sup't, Transit Planning & Scheduling
	B. White	Sup't, Transit Operations
	M. Moore	Transit Planner, BC Transit
	N. Corbett	Program Director, Smart Technology, BC Transit
N. Hewitt	Recording Secretary	

CALL TO ORDER

The Chair called the meeting to order and respectfully acknowledged the Coast Salish Nations on whose traditional territory the meeting took place.

APPROVAL OF THE AGENDA

It was moved and second that the agenda be approved.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Transit Select Committee Meeting - November 29, 2018

It was moved and second that the minutes of the Transit Select Committee meeting held November 29, 2018, be adopted.

CARRIED UNANIMOUSLY

BC TRANSIT UPDATE

Planning Update

M. Moore and E. Beauchamp provided a verbal update regarding the planning updates to the Committee.

Transforming Fare Collection – Presentation

N. Corbett provided a visual and verbal presentation regarding fare collection to the Committee.

REPORTS

South Nanaimo Local Area Transit Plan Spring 2019 Update

It was moved and second that staff be directed to incorporate public feedback from the South Nanaimo Local Area Transit Plan into route restructuring and update the Regional District of Nanaimo Service Expansion Priorities.

CARRIED UNANIMOUSLY

RDN Transit Verbal Update

D. Pearce provided an update to the Committee regarding changes within the Transit system.

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

Time 11:12 AM

CHAIR

TO: Transit Select Committee **MEETING:** March 21, 2019
FROM: Darren Marshall
 Manager, Transit Operations **FILE:** 2240-20-TROA
SUBJECT: 2018 - 2019 Conventional Transit Annual Operating Agreement Amendment No.1

RECOMMENDATION

That the 2018 – 2019 Conventional Transit Annual Operating Agreement Amendment No. 1 be approved.

SUMMARY

BC Transit has forwarded the 2018/19 Annual Operating Agreement (AOA) Amendment #1 (Attachment 1) covering the period January 6, 2019 to March 31, 2019 for the Regional District of Nanaimo (RDN) Conventional Transit Systems.

The 2018/2019 Conventional Transit AOA Amendment #1 indicates a budget of \$13,858,264, which is cost shared between the RDN and BC Transit. The AOA costs for Conventional Transit are explained by actual increases in service. The total increase of \$119,650 to the 2018/19 Amended AOA has been reviewed in conjunction with the approved RDN 2019 budget for transit services and is compliant.

BACKGROUND

The AOA Amendment #1 between the RDN and BC Transit is an amendment to the original 2018/2019 AOA and provides the cost sharing service arrangements for Conventional Transit services in District 68 for the period of January 6, 2019 to March 31, 2019.

The AOA Amendment #1 reflects the annual service enhancement of 5000 hours that was implemented on January 6, 2019 in the Conventional Transit System. This amendment reflects service expansion which included (Attachment 2):

- 5,000 annual service hours and two new buses allocated to the RDN's Frequent Transit Network
- Increased frequency on weekdays and Sundays for the Route 40 VIU Express

The AOA is an agreement governing items such as service specifications, payment schedules, fares and days/hours of service that will be provided for cost sharing purposes.

ALTERNATIVES

1. That the 2018 – 2019 Conventional Transit Annual Operating Agreement Amendment No. 1 be approved.
2. Do not approve the 2018 – 2019 Conventional Transit Annual Operating Agreement Amendment No. 1, removing BC Transit's obligation to cost-share in the Regional District of Nanaimo Transit Service, and that alternative direction be provided.

FINANCIAL IMPLICATIONS

Conventional Transit:

The main changes in the AOA that should be noted include:

Conventional	2018/2019 Base AOA	2018/2019 Amendment #1 AOA	\$ Change	% Change
Fixed Costs (overhead, admin wages)	\$1,002,735	\$1,002,735	\$0	0%
Variable Hourly (drivers' wages & benefits)	\$6,744,395	\$6,811,693	\$67,298	1.0%
ICBC Insurance	\$208,233	\$210,295	\$2,062	1.0%
Variable Distance (fuel and tires)	\$630,284	\$643,646	\$13,362	2.1%
Maintenance (running repairs)	\$1,326,864	\$1,338,726	\$11,862	0.9%
Lease Fees (local share, mainly buses)	\$1,943,515	\$1,961,197	\$17,682	0.9%

The amendment AOA is based on BC Transit's April 2018 to March 2019 year.

The costs above reflect a new schedule that was expanded by an additional 5000 hours on January 6, 2019. The changes noted above are the line items that make up the majority of the overall costs outlined in the AOA. Transit service increases are invoiced to Municipalities and Regional Areas the following year of implementation, based on a percentage of revenue hours and kilometers attributed to a participating area, as per RDN Bylaw No.1230. The expansion included two additional buses.

These costs correspond with the approved RDN 2019 budget for transit services.

The major increases to the Amendment #1 AOA budget of \$13,858,264 will be cost shared at a current rate of 53.31% RDN and 46.69% BC Transit. This represents a \$119,650 (0.9%) increase to the RDN from the 2018/19 original AOA budget and is in the Board's approved 2019 financial plan. Further, the Board will receive the 2019/20 AOA after April 1, 2019 for review and approval.

STRATEGIC PLAN IMPLICATIONS

Focus On Service And Organizational Excellence - We Will Advocate For Transit Improvements And Active Transportation



Darren Marshall
dmarshall@rdn.bc.ca
February 26, 2019

Reviewed by:

- D. Pearce, Director, Transportation and Emergency Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. 2018 19-Jan RDN AOA Amendment No. 1
2. 2018 19 RDN AOA Amendment No.1 BCT Letter

NANAIMO

ANNUAL OPERATING AGREEMENT (CONVENTIONAL/CUSTOM)

Between

THE REGIONAL DISTRICT OF NANAIMO

And

BRITISH COLUMBIA TRANSIT

Effective

April 1, 2018

**Amendment #1
Effective January 06, 2019**

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

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

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ANNUAL OPERATING AGREEMENT

BETWEEN: THE REGIONAL DISTRICT OF NANAIMO
(the “**Municipality**” and the “**Operating Company**”)

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

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

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

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

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

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

SECTION 1 – DEFINITION OF TERMS

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

SECTION 2 – INCORPORATION OF MASTER AGREEMENT

- 2.1 Incorporation of Master Agreement into Annual Operating Agreement: Upon execution, this Annual Operating Agreement shall be deemed integrated into the Master Agreement and thereafter the Master Agreement and the current Annual Operating Agreement shall be read together as a single integrated document and shall be deemed to be the Annual Operating Agreement for the purposes of the British Columbia Transit Act, as amended from time to time.
- 2.2 Amendments to Master Agreement: The parties agree to amend the Master Agreement as follows:

- (a) To remove Section 13 in its entirety and replace it with the following:

“SECTION 13 - INSURANCE

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

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

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

5 Additional Covenants:

- a) The Operating Company covenants that it shall not knowingly permit, suffer, allow or connive at the use or operation of any vehicle in respect of this Master Agreement by any person, or in any way, or for any purpose, contrary to the provisions of this Master Agreement or the provisions of the Insurance (Vehicle) Act or any other applicable legislation and related regulations. The Operating Company shall indemnify and save harmless the Authority from any breach of this covenant.
- b) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Master Agreement and/or the Annual Operating Agreement shall be restricted and limited to the provisions of this Section 13."

SECTION 3 – TERM AND RENEWAL

- 3.1 Term and Renewal: The term of this agreement shall be from January 6, 2019 to March 31, 2019 except as otherwise provided herein. It is acknowledged by the parties that in the event of termination or non-renewal of the Annual Operating Agreement, the Master Agreement shall likewise be terminated or not renewed, as the case may be.

SECTION 4 – SCHEDULES

- 4.1 Schedules: The schedules attached hereto shall form part of the Annual Operating Agreement and be binding upon the parties hereto as though they were incorporated into the body of this Agreement.
- a) Schedule "A" – Transit Service Area
 - b) Schedule "B" - Service Specifications
 - c) Schedule "C" - Budget
 - d) Schedule "D" – Payment Schedule
 - e) Schedule "E" – Tariff-Fares

SECTION 5 – MISCELLANEOUS PROVISIONS

- 5.1 Amendment: This Annual Operating Agreement and the Schedules attached hereto may be amended only with the prior written consent of all parties.
- 5.2 Assignment: This Annual Operating Agreement shall not be assignable without the prior written consent of the other parties.
- 5.3 Enurement: The Annual Operating Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors.
- 5.4 Pets on Buses: Notwithstanding the provisions of Section 9.7 of the Master Joint Operating Agreement, pets on buses are permitted under guidelines agreed to by the parties to this agreement.
- 5.5 Counterparts: This contract and any amendment hereto may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be considered to be one and the same contract. A signed facsimile or pdf copy of this contract, or any amendment, shall be effective and valid proof of execution and delivery.
- 5.6 Operating Reserve Fund: In accordance with OIC 594, in fiscal year 2015/16, BC Transit established a Reserve Fund to record, for each local government, the contributions that BC Transit has received but has not yet earned.
- a) BC Transit will invoice and collect on monthly Municipal invoices based on budgeted Eligible Expenses.

- b) Any expenditure of monies from the Reserve Fund will only be credited towards Eligible Expenses for the location for which it was collected.
- c) Eligible Expenses are comprised of the following costs of providing Public Passenger Transportation Systems:
 - i. *For Conventional Transit Service:*
 - 1. the operating costs incurred in providing Conventional Transit Service excluding interest and amortization;
 - 2. the amount of any operating lease costs incurred by BC Transit for Conventional Transit Services;
 - 3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement;
 - 4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
 - ii. *For Custom Transit Service:*
 - 1. the operating costs incurred in providing Custom Transit Service excluding interest and amortization, but including the amount paid by BC Transit to redeem taxi saver coupons issued under the Taxi Saver Program after deducting from that amount the amount realized from the sale of those coupons;
 - 2. the amount of any operating lease costs incurred by BC Transit for Custom Transit Service;
 - 3. the amount of the municipal administration charge not exceeding 2% of the direct operating costs payable under an Annual Operating Agreement; and,
 - 4. an amount of the annual operating costs of BC Transit not exceeding 8% of the direct operating costs payable under an Annual Operating Agreement;
- d) Eligible Expenses exclude the costs of providing third-party 100%-funded services; and,
- e) BC Transit will provide an annual statement of account of the reserves received and utilized, including any interest earned for each local government.

SECTION 6 – NOTICES AND COMMUNICATION

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

Regional District of Nanaimo
 c/o Manager of Transportation Services
 6300 Hammond Bay Road
 Nanaimo, BC V9T 6N2

and to

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

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

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and where a party is a corporate entity the seal of such party has been affixed hereto in the presence of its duly authorized officer this ____ day of _____ 2019.

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

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

CHIEF OPERATING OFFICER

CHIEF FINANCIAL OFFICER

SCHEDULE "A" - Transit Service Area Boundaries

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

The boundaries of the Nanaimo Regional Transit Service Area shall include the corporate boundaries of the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach and the District of Lantzville and Electoral Areas A, D, E, G and H of the Regional District of Nanaimo.

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SCHEDULE “B” – Service Specifications

Nanaimo Regional Base Budget Official AOA

2018/2019

Nanaimo Regional Base Budget Official AOA 2018/2019**Schedule 'B'**

Effective Apr 01, 2018

Scheduled Revenue Service

18/19 Apr to Jun (Apr 01, 2018 to Jun 30, 2018)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Apr 02, 2018	May 21, 2018	
Hrs/Day	402.60	408.42	408.42	408.42	408.42	292.96	149.49	292.96	149.49	
Kms/Day	9,899.47	10,048.35	10,048.35	10,048.35	10,048.35	7,116.78	3,794.85	7,116.78	3,794.85	
18/19 Jul to Sep (Jul 01, 2018 to Sep 30, 2018)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Jul 01, 2018	Aug 06, 2018	
Hrs/Day	342.75	348.49	348.49	348.49	348.49	292.96	149.49	149.49	149.49	
Kms/Day	8,427.82	8,568.96	8,568.96	8,568.96	8,568.96	7,116.78	3,794.85	3,794.85	3,794.85	
18/19 Sep to Dec (Sep 02, 2018 to Dec 22, 2018)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Sep 03, 2018	Oct 08, 2018	Nov 11, 2018
Hrs/Day	402.60	408.42	408.42	408.42	408.42	292.96	149.49	149.49	149.49	149.49
Kms/Day	9,899.47	10,048.35	10,048.35	10,048.35	10,048.35	7,116.78	3,794.85	3,794.85	3,794.85	3,794.85
18/19 Dec to Jan (Dec 23, 2018 to Jan 05, 2019)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Dec 26, 2018		
Hrs/Day	342.75	348.49	348.49	348.49	348.49	292.96	149.49	292.96		
Kms/Day	8,427.82	8,568.96	8,568.96	8,568.96	8,568.96	7,116.78	3,794.85	7,116.78		
18/19 Jan to Mar (Jan 06, 2019 to Mar 31, 2019)										
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Feb 18, 2019		
Hrs/Day	423.79	427.22	427.22	427.22	427.22	282.77	165.27	165.27		
Kms/Day	10,420.50	10,504.84	10,504.84	10,504.84	10,504.84	6,869.24	4,195.43	4,014.85		

Extra Revenue Service

	Apr, 2018	May, 2018	Jun, 2018	Jul, 2018	Aug, 2018	Sep, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	Mar, 2019
Extra Overload Hours	82.22	82.22				127.22	107.22	93.22	139.94	82.22	82.22	82.22
Extra Overload Kilometres	1,726.62	1,726.62				2,671.62	2,251.62	1,957.62	2,938.74	1,726.62	1,726.62	1,726.62

Adjusted Revenue Service

	Apr, 2018	May, 2018	Jun, 2018	Jul, 2018	Aug, 2018	Sep, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	Mar, 2019

2018/2019 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2018 to Apr 30, 2018	4	4	4	4	4	4	5	1	30	Apr 02, 2018 Easter Monday 2018 (Mon)
May 01, 2018 to May 31, 2018	3	5	5	5	4	4	4	1	31	May 21, 2018 Victoria Day 2018 (Mon)
Jun 01, 2018 to Jun 30, 2018	4	4	4	4	5	5	4	0	30	Jul 01, 2018 Canada Day 2018 (Sun)
Jul 01, 2018 to Jul 31, 2018	5	5	4	4	4	4	4	1	31	Aug 06, 2018 BC Day 2018 (Mon)
Aug 01, 2018 to Aug 31, 2018	3	4	5	5	5	4	4	1	31	Sep 03, 2018 Labour Day 2018 (Mon)
Sep 01, 2018 to Sep 30, 2018	0	0	0	0	0	1	0	0	1	Oct 08, 2018 Thanksgiving Day 2018 (Mon)
Sep 02, 2018 to Sep 30, 2018	3	4	4	4	4	4	5	1	29	Nov 11, 2018 Remembrance Day 2018 (Sun)
Oct 01, 2018 to Oct 31, 2018	4	5	5	4	4	4	4	1	31	Dec 25, 2018 Christmas Day 2018 (Tue)
Nov 01, 2018 to Nov 30, 2018	4	4	4	5	5	4	3	1	30	Dec 26, 2018 Boxing Day 2018 (Wed)
Dec 01, 2018 to Dec 22, 2018	3	3	3	3	3	4	3	0	22	Jan 01, 2019 New Years Day 2019 (Tue)
Dec 23, 2018 to Dec 31, 2018	2	0	0	1	1	1	2	2	9	Feb 18, 2019 Family Day 2019 (Mon)
Jan 01, 2019 to Jan 05, 2019	0	0	1	1	1	1	0	1	5	
Jan 06, 2019 to Jan 31, 2019	4	4	4	4	3	3	4	0	26	
Feb 01, 2019 to Feb 28, 2019	3	4	4	4	4	4	4	1	28	
Mar 01, 2019 to Mar 31, 2019	4	4	4	4	5	5	5	0	31	
Total	46	50	51	52	52	52	51	11	365	11 Exceptions

Monthly Summary

Month	Conventional Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Adjusted	Total	Scheduled	Extra	Adjusted	Total
April, 2018	10,357.37	82.22		10,439.59	254,929.63	1,726.62		256,656.25
May, 2018	10,887.07	82.22		10,969.29	268,058.43	1,726.62		269,785.05
June, 2018	10,616.30	0.00		10,616.30	261,183.13	0.00		261,183.13
July, 2018	9,557.37	0.00		9,557.37	235,252.79	0.00		235,252.79
August, 2018	9,568.85	0.00		9,568.85	235,535.07	0.00		235,535.07
September, 2018	10,104.26	127.22		10,231.48	248,825.01	2,671.62		251,496.63
October, 2018	10,881.25	107.22		10,988.47	267,909.55	2,251.62		270,161.17
November, 2018	10,731.76	93.22		10,824.98	264,114.70	1,957.62		266,072.32
December, 2018	9,996.53	139.94		10,136.47	245,947.10	2,938.74		248,885.84
January, 2019	10,951.28	82.22		11,033.50	269,467.66	1,726.62		271,194.28
February, 2019	10,064.32	82.22		10,146.54	247,612.43	1,726.62		249,339.05
March, 2019	11,198.10	82.22		11,280.32	275,587.58	1,726.62		277,314.20
Total	124,914.46	878.70	0.00	125,793.16	3,074,423.08	18,452.70	0.00	3,092,875.78

Nanaimo Custom Base Budget Official AOA 2018/2019

Schedule 'B'

Effective Apr 01, 2018

Scheduled Revenue Service

18/19 Full Year (Apr 01, 2018 to Mar 31, 2019)								
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Hrs/Day	80.00	105.00	102.00	110.00	98.00	20.00	8.00	
Kms/Day	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Flexible Hours

	Apr, 2018	May, 2018	Jun, 2018	Jul, 2018	Aug, 2018	Sep, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	Mar, 2019
	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20	3.20

Extra Revenue Service

	Apr, 2018	May, 2018	Jun, 2018	Jul, 2018	Aug, 2018	Sep, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	Mar, 2019

Adjusted Revenue Service

	Apr, 2018	May, 2018	Jun, 2018	Jul, 2018	Aug, 2018	Sep, 2018	Oct, 2018	Nov, 2018	Dec, 2018	Jan, 2019	Feb, 2019	Mar, 2019

2018/2019 Calendar Specification

Period	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Exceptions	Total	Exception Days
Apr 01, 2018 to Apr 30, 2018	4	4	4	4	4	4	5	1	30	Apr 02, 2018 Easter Monday 2018 (Mon)
May 01, 2018 to May 31, 2018	3	5	5	5	4	4	4	1	31	May 21, 2018 Victoria Day 2018 (Mon)
Jun 01, 2018 to Jun 30, 2018	4	4	4	4	5	5	4	0	30	Jul 01, 2018 Canada Day 2018 (Sun)
Jul 01, 2018 to Jul 31, 2018	5	5	4	4	4	4	4	1	31	Aug 06, 2018 BC Day 2018 (Mon)
Aug 01, 2018 to Aug 31, 2018	3	4	5	5	5	4	4	1	31	Sep 03, 2018 Labour Day 2018 (Mon)
Sep 01, 2018 to Sep 30, 2018	3	4	4	4	4	5	5	1	30	Oct 08, 2018 Thanksgiving Day 2018 (Mon)
Oct 01, 2018 to Oct 31, 2018	4	5	5	4	4	4	4	1	31	Nov 11, 2018 Remembrance Day 2018 (Sun)
Nov 01, 2018 to Nov 30, 2018	4	4	4	5	5	4	3	1	30	Dec 25, 2018 Christmas Day 2018 (Tue)
Dec 01, 2018 to Dec 31, 2018	5	3	3	4	4	5	5	2	31	Dec 26, 2018 Boxing Day 2018 (Wed)
Jan 01, 2019 to Jan 31, 2019	4	4	5	5	4	4	4	1	31	Jan 01, 2019 New Years Day 2019 (Tue)
Feb 01, 2019 to Feb 28, 2019	3	4	4	4	4	4	4	1	28	Feb 18, 2019 Family Day 2019 (Mon)
Mar 01, 2019 to Mar 31, 2019	4	4	4	4	5	5	5	0	31	
Total	46	50	51	52	52	52	51	11	365	11 Exceptions

Monthly Summary

Month	Custom Transit							
	Revenue Hours				Revenue Kilometers			
	Scheduled	Extra	Flexible	Adjusted	Total	Scheduled	Extra	Adjusted
April, 2018	2,100.00		3.20		2,103.20	0.00		
May, 2018	2,329.00		3.20		2,332.20	0.00		
June, 2018	2,210.00		3.20		2,213.20	0.00		
July, 2018	2,277.00		3.20		2,280.20	0.00		
August, 2018	2,322.00		3.20		2,325.20	0.00		
September, 2018	2,040.00		3.20		2,043.20	0.00		
October, 2018	2,299.00		3.20		2,302.20	0.00		
November, 2018	2,292.00		3.20		2,295.20	0.00		
December, 2018	1,993.00		3.20		1,996.20	0.00		
January, 2019	2,304.00		3.20		2,307.20	0.00		
February, 2019	2,012.00		3.20		2,015.20	0.00		
March, 2019	2,218.00		3.20		2,221.20	0.00		
Total	26,396.00	0.00	38.40	0.00	26,434.40	0.00	0.00	0.00

SCHEDULE “C” – Budget

Schedule C

Nanaimo Regional Conventional Transit

Official AOA Amendment #1

2018/2019

TRANSIT REVENUE	
Farebox Cash	\$1,388,262
Tickets & Passes	\$2,259,266
BC Bus Pass	\$734,248
Advertising	\$20,000
TOTAL REVENUE	\$4,401,776
EXPENDITURES	
Fixed Costs	\$1,002,735
Variable Hourly Costs - Scheduled Service	\$6,811,693
Variable Hourly Costs - Extra Service	\$47,916
Variable Fuel Costs - Scheduled Service	\$53,760
Variable CNG Fuel Costs	\$490,815
Variable Fuel Costs - Extra Service	\$327
Variable Tire Costs - Scheduled Service	\$99,071
Variable Tire Costs - Extra Service	\$594
Fleet Maintenance	\$1,338,726
Major Capital Projects Operating Contingency	\$20,750
Accident Repairs	\$30,000
ICBC Insurance	\$210,295
Excess Insurance	\$109,036
Information Systems	\$132,722
P.S.T.	\$17,404
TOTAL DIRECT OPERATING COSTS	\$10,365,843
Property Maintenance	\$339,600
Training (Education & Seminars)	\$56,566
Marketing	\$82,843
Municipal Administration	\$197,711
BCT Management Services	\$678,131
TOTAL OPERATING COSTS	\$11,720,694
Lease Fees - Vehicles (Local Share)	\$1,961,197
Lease Fees - Land and Buildings (Local Share)	\$5,899
Lease Fees - Equipment (Local Share)	\$170,475
TOTAL LEASE FEES - LOCAL SHARE	\$2,137,570
TOTAL COSTS	\$13,858,264
STATISTICS	
Scheduled Revenue Hours	124,914
Extra Revenue Hours	879
Scheduled Revenue Kilometres	3,074,423
Extra Revenue Kilometres	18,453
Total Passengers	2,917,362
Conventional Passengers	2,917,362
FUNDING	
Total Operating Costs	\$11,720,694
Operating Reserve Required	\$152,000
Local Flex Funded Amount	\$878,000
Total Shareable Operating Costs	\$10,690,694
Local Share Operating Costs	\$5,699,209
Local Flex Funded Amount	\$878,000
Local Share Lease Fees	\$2,137,570
Less: Total Revenue	\$4,401,776
Less: Municipal Administration	\$197,711
Net Municipal Share of Costs	\$4,115,293
Provincial Share of Operating Costs	\$4,991,485
OPERATING RESERVES	
Opening Operating Reserve Balance*	\$1,895,437
Budgeted Operating Costs	\$11,720,690
Forecasted Operating Costs	\$11,720,690
Operating Reserve Required	\$152,000
Ending Operating Reserve Balance	\$1,743,437

* Projected March 31, 2018 balance based on December 31, 2017 forecast.
Final actual balance will be provided by June 2018.

Schedule C

Nanaimo Custom Custom Transit

	Official AOA 2018/2019
TRANSIT REVENUE	
Farebox Cash	\$185,000
TOTAL REVENUE	\$185,000
EXPENDITURES	
Fixed Costs	\$223,141
Variable Hourly Costs - Scheduled Service	\$1,095,844
Variable Fuel Costs - Scheduled Service	\$159,030
Variable Tire Costs - Scheduled Service	\$8,618
Fleet Maintenance	\$163,353
Major Capital Projects Operating Contingency	\$4,404
Accident Repairs	\$5,000
Taxi Supplement	\$25,000
Taxi Saver Program	\$17,578
Taxi Saver Recoveries	-\$11,000
ICBC Insurance	\$20,852
Excess Insurance	\$10,994
Information Systems	\$11,721
P.S.T.	\$5,000
TOTAL DIRECT OPERATING COSTS	\$1,739,534
Property Maintenance	\$1,936
Training (Education & Seminars)	\$3,372
Marketing	\$17,157
Municipal Administration	\$32,176
BCT Management Services	\$112,634
TOTAL OPERATING COSTS	\$1,906,809
Lease Fees - Vehicles (Local Share)	\$238,137
Lease Fees - Land and Buildings (Local Share)	\$778
Lease Fees - Equipment (Local Share)	\$13,785
TOTAL LEASE FEES - LOCAL SHARE	\$252,700
TOTAL COSTS	\$2,159,509
STATISTICS	
Scheduled Revenue Hours	26,434
Total Passengers	67,011
Custom/Para Passengers - Vans	64,301
Custom/Para Passengers - Taxi Supplement	953
Taxi Saver Passengers	1,757
FUNDING	
Total Operating Costs	\$1,906,809
Operating Reserve Required	\$88,633
Local Flex Funded Amount	\$123,984
Total Shareable Operating Costs	\$1,694,192
Local Share Operating Costs	\$564,335
Local Flex Funded Amount	\$123,984
Local Share Lease Fees	\$252,700
Less: Total Revenue	\$185,000
Less: Municipal Administration	\$32,176
Net Municipal Share of Costs	\$723,843
Provincial Share of Operating Costs	\$1,129,857
OPERATING RESERVES	
Opening Operating Reserve Balance*	\$470,998
Budgeted Operating Costs	\$1,906,809
Forecasted Operating Costs	\$1,906,809
Operating Reserve Required	\$88,633
Ending Operating Reserve Balance	\$382,365

* Projected March 31, 2018 balance based on December 31, 2017 forecast.
Final actual balance will be provided by June 2018.

SCHEDULE "D" – Payment Schedule**2018/19 Payment****Nanaimo Regional Conventional Transit and Custom Transit****1) Payment Schedule**

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

- a) For Specified Service in Schedule "B":
 - i) \$83,561.25 for Fixed Monthly Payment for conventional transit service; plus
 - ii) \$18,595.10 for Fixed Monthly Payment for custom transit service; plus
 - iii) \$54.53 per Revenue Hour for conventional transit service; plus
 - iv) \$41.46 per Revenue Hour for custom transit service; plus
 - v) \$0.0322 per Revenue Kilometre for tires for conventional transit service.
 - vi) Variable distance costs for fuel as billed, with satisfactory supporting documentation.
 - vii) Custom transit variable distance costs for tires as billed, with satisfactory supporting documentation.
- b) For deleted Fixed Costs as contained in Appendix 3 of this schedule, an amount equal to 1/365 of the Fixed Costs annual amount shall be deducted for each day or part day.
- c) For Added Service or Deleted Service within the regular hours of system operation specified in Schedule "B":
 - i) \$54.53 per Revenue Hour for conventional transit service; plus
 - ii) \$41.46 per Revenue Hour for custom transit service; plus
 - iii) \$0.0322 per Revenue Kilometre for tires for conventional transit service.
 - iv) Variable distance costs for fuel as billed, with satisfactory supporting documentation.
 - v) Custom transit variable distance costs for tires as billed, with satisfactory supporting documentation.
- d) For Maintenance:
 - i) \$49.08 per hour for labour by a licensed mechanic for the maintenance of transit vehicles.
- e) Not applicable.
- f) Prior to conducting a Special Group Trip, the Operating Company must apply for and receive from BC Transit, a pre-approval to conduct the trip, the cost recovery rates to be charged and the method of payment.

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

SCHEDULE “E” – Tariff-Fares**Fare Zones:**

The boundaries of fare zones for this Tariff are described as follows:

Zone 1 - Regional District of Nanaimo

This zone encompasses that area within the existing transit service area.

Fares:**Conventional Transit Service:**

Effective as of September 1, 2017

a)	Single Cash Fares:	<u>Zone 1</u>
i)	Adult	\$2.50
ii)	Senior	\$2.50
iii)	Youth (6-18 yrs)	\$2.50
iv)	University Student	\$2.50
iv)	Child 5 or under,	Free when accompanied by an adult.
v)	Accessible Transit Attendant,	Free
b)	Tickets:	
	10 x \$2.50 fares, sold for	\$22.50
c)	BC Bus Pass valid for the current calendar year and available through the Government of British Columbia BC Bus Pass Program.	
c)	CNIB Identification Card available from the local office of the CNIB.	
d)	BC Transit Employee Bus Pass	
e)	Day Pass (all ages): \$5.00	
f)	Monthly Pass	
i)	Adult	\$65.00
ii)	University Student**	\$50.00
iii)	Senior/Youth	\$40.00
g)	University Student Semester Pass	\$170.00

**Passes are available on VIU campus only.

Custom Transit Service:

Effective September 1, 2017

Registered User and Companion:

a)	5 Prepaid Tickets	\$12.50
b)	20 Prepaid Tickets	\$50.00
	Attendant accompanying registered user	Free

Note: Visitors may register for temporary handyDART service. Proof of registration in another jurisdiction or proof of eligibility is required.

February 12, 2019

Daniel Pearce
Director, Transportation & Emergency Services
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

Dear Daniel:

**Subject: 2018/19 RDN Conventional Transit Annual Operating Agreement (AOA)
Amendment #1, effective January 6, 2019.**

An amendment to the RDN Conventional Transit System Annual Operating Agreement is attached for your approval electronically. Effective January 6, 2019, this amendment reflects service expansion which included:

- 5,000 annual service hours and two new buses allocated to the RDN's Frequent Transit Network
- Increased frequency on weekdays and Sundays for the Route 40 VIU Express

The amendment includes:

- Schedule "B" – Service Specifications reflecting the increase in part year service hours for 18/19
- Schedule "C" – Budget reflecting costs relating to the increase in service hours

Once the agreement amendment has received approval from the RDN Board, please return via electronic means for execution by BC Transit.

Please call if you have any questions regarding this amendment.



Myrna Moore
Senior Manager, Government Relations
BC Transit

TO: Transit Select Committee

FROM: Darren Marshall
Manager Transit Operations

MEETING: March 21, 2019

FILE: 2240 55 TEPD

SUBJECT: Licence of Occupation and Use

RECOMMENDATION

That the Regional District of Nanaimo enter into a licence of occupation and use with the City of Nanaimo and Seaspun Ferries Corporation for a portion of 1 Port Drive commencing April 7, 2019 and ending September 30, 2019.

SUMMARY

The Regional District of Nanaimo (RDN) requires this licence to use and occupy a portion of the 1 Port Drive and Statutory Right of Way shown outlined in black on the sketch plan Attachment "1" (Schedule "A") and comprised of a transit exchange constructed in accordance with the specifications and a temporary service trailer Attachment 1 (Schedule "B").

BACKGROUND

The City of Nanaimo is performing seismic upgrades to the Bastion Street Bridge starting mid-April 2019. These upgrades will include a complete closure to all vehicle traffic, excluding foot and bicycle traffic, for the duration of the construction. Transit Services has a constant need for transit buses to access the City's downtown.

The City of Nanaimo's 1 Port Drive site provides the necessary space and favorable geographical location to operate an efficient transit exchange. As a temporary location, this site will create a savings of approximately 1200 hours for the duration of the arrangement. The cost saving hours will be held by BC Transit in the RDN's reserves.

The RDN Transit system has operated in the downtown core in the past on Gordon Street and Port Place Centre's parking lot. In a recent study, the consultant recommended the 1 Port Drive is a viable exchange location and recommended a trial prior to a full commitment.

In consultation with the City of Nanaimo Transportation Department, they indicated that this area meets the City of Nanaimo's sustainable transportation travel modes.

ALTERNATIVES

1. That the Regional District of Nanaimo enter into a licence of occupation and use with the City of Nanaimo and Seaspans Ferries Corporation for a portion of 1 Port Drive commencing April 7, 2019 and ending September 30, 2019.
2. That alternative direction be provided.

FINANCIAL IMPLICATIONS

The financial authorization requested to occupy and use a portion of 1 Port Drive is \$1.00 per month for a six (6) month term.

The 1200 hour savings for operating at the downtown exchange at 1 Port Drive is approximately \$80,000 for the six (6) month term. The cost saving hours will be held by BC Transit in the RDN's reserves.

There are no construction cost to the RDN for this temporary exchange at 1 Port Drive. There are bus bay signs, and advertisement (cost shared with BC Transit) and a trailer rental for approximately \$650 per month (\$3,900 for the six (6) month term). These funds are included in the 2019 financial plan. Temporary upgrades for bus bays are being supplied by the City of Nanaimo.

STRATEGIC PLAN IMPLICATIONS

Focus On Service And Organizational Excellence - We Will Advocate For Transit Improvements And Active Transportation



Darren Marshall
dmarshall@rdn.bc.ca
March 12, 2019

Reviewed by:

- D. Pearce, Director, Transportation and Emergency Services
P. Carlyle, Chief Administrative Officer

Attachment

1. Licence of Occupation and Use.pdf

LICENCE OF OCCUPATION AND USE

THIS AGREEMENT DATED FOR REFERENCE THE ____ DAY OF _____, 2019.

BETWEEN:

CITY OF NANAIMO

455 Wallace Drive
Nanaimo, B.C. V9R 5J6

(hereinafter called the "**City**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay road
Nanaimo, BC V9T 6N2

(hereinafter called "**RDN**")

OF THE SECOND PART

SEASPAN FERRIES CORPORATION

7700 Hopcott Road
Delta, BC V4G 1B6

(hereinafter called "**Seaspan**")

OF THE THIRD PART

W H E R E A S :

- A. The City is the registered owner of certain lands commonly known as 1 Port Drive and legally described as:

PID 029-036-500

Lot A, Section 1, and Part of the Bed of the Public Harbour of Nanaimo, Nanaimo District, Plan EPP27507

(the "**Lands**");

- B. Seaspan is the registered owner of a Statutory Right of Way over the Lands with registration number EM109875 (the “**SRW**”);
- C. The RDN wishes to be granted this Licence to use and occupy that portion of the Lands and SRW shown outlined in black on the sketch plan attached hereto as Schedule "A" and comprised of a transit exchange constructed in accordance with the specifications attached hereto as Schedule “B” (the “**Transit Exchange**”) and a temporary service trailer (the “**RDN Trailer**”) (collectively referred to as the “**Licence Area**”) and the City and Seaspan have agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the City and Seaspan and in consideration of the premises and covenants and agreements contained in this Agreement, the City and Seaspan and the RDN covenant and agree with each other as follows:

1.0 RIGHT TO OCCUPY

- 1.1 The City and Seaspan (hereinafter collectively referred to as the “**Licensors**”), subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement, and to earlier termination as provided in this Agreement, grants to the RDN a right by way of licence for the RDN, its elected officials, officers, employees, contractors, servants, agents, invitees and licensees to use the Licence Area for the purposes of installing, constructing, maintaining and using the Transit Exchange and RDN Trailer;
- 1.2 In addition to the rights granted at 1.1, the Licensors permit the RDN to grant to the general public a licence to occupy and use the Transit Exchange;
- 1.3 The Licensors grant to the RDN a right to cross the Lands for purpose of ingress and egress to the Licence Area.

2.0 RESERVATION OF RIGHTS

- 2.1 The Licensors reserve to themselves from the grant and the covenants made by it to the RDN under clause 1 above, the right for the Licensors, their elected officials, officers, employees, contractors, servants, agents, invitees and licensees to have full and complete access to the Licence Area to carry out any operations associated with the Licensors use of the Licence Area.

3.0 LICENSE FEE

- 3.1 In consideration of the right to use, the RDN shall pay to the Licensors a monthly licence fee calculated at the rate of \$1.00 per month. The receipt and sufficiency of which is hereby acknowledged.

4.0. TERM

- 4.1 The term of the License granted under this Agreement shall commence on the 7th day of April, 2019, and end on the 30th day of September, 2019, unless earlier terminated under this Agreement (the “**Term**”).

5.0 TAXES AND UTILITIES

- 5.1 The RDN shall pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the RDN or the Licensors as a result of the RDN's occupation of or use of the Licence Area.
- 5.2 The RDN shall pay as they become due all water, electrical, sewer, garbage and other rates in respect of the Licence Area that are the result of the RDN's occupation of or use of the Licence Area.

6.0 CONSTRUCTION

- 6.1 The RDN shall not construct or place any buildings or structures or make any improvements on the Licence Area, unless it has:
- (a) obtained the Licensor's approval in writing to site plans, working drawings, plans, specifications and elevations; and
 - (b) obtained any necessary building permits authorizing the construction of the buildings and structures set out in the permits and the plans and specifications attached to it; and
 - (c) obtained all required inspections and the work shall be carried out at the cost of the RDN; and
 - (d) delivered final as-built drawings to the Licensors.
- 6.2 The RDN shall, at its cost, maintain any buildings, structures or improvements constructed or placed on the Licence Area during the Term.

7.0 INSURANCE

- 7.1 (a) The RDN will take out and maintain during the Term, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Licence Area by the RDN in the amount of not less than five million dollars per single occurrence with such greater amount as may from time to time designate, naming the Licensors as an insured party thereto and shall provide the Licensors with a certified copy of such policy or policies;

- (b) all policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Licensors thirty days' prior written notice;
- (c) if the RDN does not provide or maintain or enforce the insurance required by this Agreement, the Licensors may take out the necessary insurance and pay the premium at a time and the RDN shall pay to the Licensors as additional fees the amount of the premium immediately on demand;
- (d) if both the Licensors and the RDN claim to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the Licensors and the balance, if any, to the settlement of the claim of the RDN.
- (e) the deductible on the policy shall not be more than five thousand dollars.

8.0 INDEMNIFICATION AND RELEASE

- 8.1 The RDN releases and will indemnify and save harmless the Licensors, it elected officials, officers, employees, contractors, servants, agents, and licensees from and against all lawsuits, damages, costs, expenses, fees or liability which the RDN or any of them or anyone else may incur, suffer or allege by reason of
- (a) the negligence, breach of contract or wrongful act by the RDN or its elected officials, officers, employees, contractors, servants, agents, invitees and licensees;
 - (b) the RDN or its elected officials, officers, employees, contractors, servants, agents, invitees and licensees using any building, structure or improvement built or placed by the RDN on the License Area;
 - (c) the RDN or its elected officials, officers, employees, contractors, servants, agents, invitees and licensees carrying on of any activity in relation to the use of the License Area.

9.0 BUILDERS' LIENS

- 9.1 The RDN will indemnify the Licensors from and against any liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the RDN may make or cause to be made on, in or to the Licence Area.

10.0 NOTICES

10.1 It is hereby mutually agreed:

Any notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail or sent by email addressed as follows:

(i) if to the RDN:

Darren Marshall
6300 Hammond Road
Nanaimo, BC V9T 6N2
Email: dmarrshall@rdn.bc.ca

(ii) if to the City:

Real Estate Section
455 Wallace Drive
Nanaimo, BC V9R 5J6
Email: realestate@nanaimo.ca

(iii) if to Seaspan:

Ian McIver
700 Hopcott Road
Delta, BC V4G 1B6
Email: ian.mciver@seaspan.com

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing or upon receipt if emailed. If, at the time of mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it or by email.

11.0 TERMINATION

11.1 If the RDN is in breach of this Agreement, and if the default continues after the giving of notice by the Licensors to the RDN, then the Licensors may terminate this Agreement and reenter the Licence Area and the rights of the RDN with respect to the Licence Area shall lapse and be absolutely forfeited.

12.0 FORFEITURE

- 12.1 The Licensors, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of re-entry upon breach of this Agreement, does not waive the Licensor's rights upon any subsequent breach of the same or any other provision of this Agreement.

13.0 FIXTURES

- 13.1 That, unless the RDN, upon notice from the Licensors, removes them, the buildings, structures or improvements constructed on the Licence Area by the RDN shall at the termination of the Agreement, become the sole property of the Licensors at no cost to the Licensors.

14.0 REPAIRS BY THE LICENSORS

- 14.1 (a) If the RDN fails to repair or maintain the Licence Area or any building, structure or improvement on the Licence Area in accordance with this Agreement, the Licensors may, by its agents, employees or contractors, enter the Licence Area and make the required repairs or do the required maintenance and the cost of the repairs or maintenance shall be a debt due from the RDN to the Licensors.
- (b) In making the repairs or doing the maintenance, the Licensors bring and leave upon the Licence Area the necessary materials, tools and equipment and the Licensors shall not be liable to the RDN for any inconvenience, annoyance, loss of business or other injuries suffered by the RDN by reason of the Licensors effecting the repairs or maintenance.

15.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 15.1 For the purposes of paragraph 15.2 below:

- (a) **"Contaminants"** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the License Area now or hereafter in force relating any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

15.2 The RDN covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the License Area for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Licensors, which consent may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental laws regarding the use and occupancy of the License Area;
- (c) to promptly provide to the Licensors a copy of any environmental site assessment, audit, report, or test results relating to the License Area conducted by or for the RDN at any time;
- (d) to promptly notify the Licensors in writing of any release of a Contaminant or any other occurrence or condition at the License Area or any adjacent property which could contaminate the License Area or subject the Licensors or the RDN to any fines, penalties, orders, investigations, or proceedings under Environmental laws (for clarity, this provision shall only apply where any member of the RDN has actual knowledge of the same);
- (e) on the expiry or earlier termination of this License, or at any time if requested by the Licensors or required by any governmental authority under Environmental Laws, to remove from the License Area all Contaminants, and to remediate by removal any contamination of the License Area or any adjacent property resulting from Contaminants, ***in either case solely where such Contaminant(s) had been brought onto, used at, or released from the License Area by the RDN or any person for whom it is in law responsible.*** The RDN shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the RDN, notwithstanding any rule of law of other provision of this License to the contrary and notwithstanding the degree of their affixation to the License Area; and
- (f) to indemnify the Licensors and its elected officials, appointed officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultant's fees and expenses and the cost of remediation of the License Area and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this paragraph 15.2 by the RDN; or

- (ii) any release of any Contaminants at or from the License Area as a result of the use and occupation of the License Area by the RDN or by any member of the RDN.

16.0 CLEAN UP

- 16.1 At the end of the Term, the RDN shall clean up the Licence Area and restore the Licence Area as reasonably as may be possible to the condition of the Licence Area prior to the commencement of the term of this Agreement.

17.0 REGULATIONS

- 17.1 The RDN will:

- (a) comply promptly at his own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Licensors or the RDN;
- (b) indemnify the Licensors from all lawsuits, damages, loss, costs or expenses the Licensors may incur by reason of non-compliance by the RDN with legal requirements or by reason of any defect in the Licence Area or any injury to any person or to any personal property contained on the Licence Area. The RDN shall be responsible for any damage to the Licence Area occurring while the RDN is exercising its rights under this Agreement or if the RDN acknowledges and agrees that in the event that the Licence Area or any building, structure or improvement on the Licence Area is damaged, then the amount of the cost of repair, restoration shall be a debt due from the RDN to the Licensors.

18.0 NO COMPENSATION

- 18.1 The RDN shall not be entitled to compensation for any loss or injurious affection or disturbance resulting in any way from the termination of the Agreement or the loss of the RDN's interest in any building, structure or improvement built or placed on the Licence Area.

19.0 MISCELLANEOUS

- 18.1 (a) The RDN warrants and represents that the execution of this Agreement by RDN on behalf of a group or organization is a warranty and representation to the Licensors that the RDN has sufficient power, authority and capacity to bind the group or organization with is or her signature.
- (b) In consideration of being granted the use of the Licence Area, the RDN agrees to be bound by the terms and conditions of this Agreement and,

the RDN agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.

- (c) This Agreement shall not be interpreted as granting any interest in the Licence Area to the RDN.
- (d) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

20.0 INTERPRETATION

- 20.1
- (a) Time is of the essence in this Agreement.
 - (b) That when the singular or neuter are used in this Agreement, they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
 - (c) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
 - (d) The RDN may assign its rights under this Agreement with the prior written consent of the Licensors, not to be unreasonably withheld.
 - (e) That this Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
 - (f) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
 - (g) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
 - (h) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

- (j) This agreement may be executed in counterpart and delivered by facsimile or other electronic transmission, and if so executed and delivered all such counterparts or executed facsimile or other electronic transmitted signed copies shall be read and construed together as if they formed one originally executed document.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF NANAIMO

Per: _____
Mayor

Per: _____
Corporate Officer

REGIONAL DISTRICT OF NANAIMO

Per: _____
Chair

Per: _____
Corporate Officer

SEASPAN FERRIES CORPORATION

Per: _____
Authorized Signatory

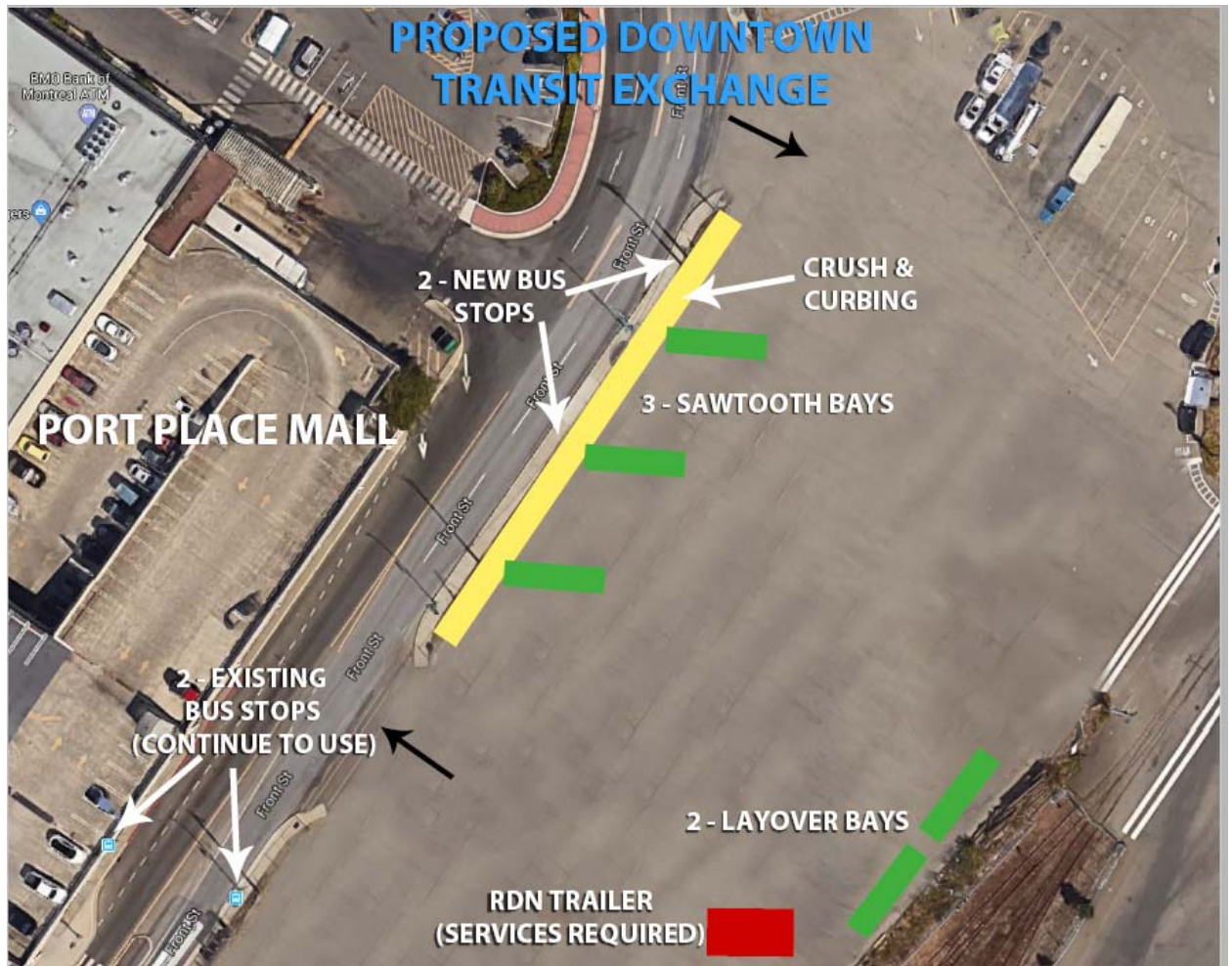
Per: _____
Authorized Signatory

Schedule "A"-Sketch Plan

1 PORT DRIVE - TEMPORARY BUS PAD



Schedule "B"-Transit Exchange Plan



TO: Transit Select Committee **MEETING:** March 21, 2019

FROM: Erica Beauchamp
Superintendent, Transit Planning &
Scheduling **FILE:** 8600 20 CRP

SUBJECT: Revised Custom Transit (handyDART) Registration Process Implementation

RECOMMENDATION

That the implementation of the BC Transit Revised Custom Transit Registration process for Regional District of Nanaimo Custom Transit (handyDART) be approved.

SUMMARY

Current registration practices for the Regional District of Nanaimo (RDN) Custom Transit (handyDART) system are outdated in comparison to a number of transit systems across North America, who are moving towards a more accurate and personalized method of registering custom transit riders. In 2015, BC Transit approved and implemented the *Revised Custom Registration Process* based on current best practices in use across Canada. This new registration process includes an in-person assessment with a mobility coordinator (occupational therapist) in order to match an applicant's needs with the most appropriate type(s) of transit services available. Based on this, RDN Transit recommends implementation of the BC Transit Revised Custom Transit (handyDART) Registration process for new RDN handyDART applications, as well as for those current clients that demonstrate a change or decline in abilities.

BACKGROUND

At the March 28, 2017 Board meeting, the following motion was defeated:

That the Board direct staff to work with BC Transit to implement the enhanced Custom Transit Registration Process for new handyDART application.

Adoption of the Custom Transit Registration Process would provide a more accurate and standardized eligibility process, increase opportunity for transit training for seniors and those with disabilities, while also reducing the number of unmet trips, ensuring that those utilizing custom transit services are those with the greatest need.

Rationale

In 2015, BC Transit piloted and implemented the Revised Custom Transit Registration Process after recognizing that increased transit systems across North America had adopted a more personalized method of registering custom transit riders in accordance with recommendations

from the Americans with Disability Act (ADA) . The new process involves a much more personal approach whereby each individual client's travel needs are taken into consideration during an assessment of their cognitive and physical abilities with regards to using both custom and conventional transit services.

At this time, there are several transit properties within British Columbia that are utilizing this custom registration process, including (but not limited to) Campbell River, Comox Valley, Cowichan Valley, Kelowna, Kamloops, Central Fraser Valley, Chilliwack, Sunshine Coast and Vernon. This revised process adds to the paper-based approach by including an in-person assessment with a mobility coordinator (contracted third party occupational therapist), to which a handyDART ride can be arranged, and both of which are provided at no cost to the applicant. The objective of this process is to determine if the applicant is more suitable for custom transit, is able to utilize conventional or is suited to a mix of both transit services.

As the RDN's population continues to age, there is an anticipated growth in demand on custom services. It is imperative that services such as Custom Transit, that are available to this aging population and other persons with disabilities, are focused on those customers who require these specialized services. At present, RDN applicants wishing to access handyDART services are required to provide a completed, impersonal & self-declared, paper-based application form and have it reviewed by handyDART Dispatchers. This system relies on non-professional assessments of a client's self-declaration, missing a chance for the clients to be aided by a mobility coordinator, who can evaluate the clients mobility devices from a transit perspective as well as improve the client's knowledge of the other available transit services, i.e., Conventional Transit. The current application process does not address individual needs, travel needs, ability to use conventional transit, variable conditions (weather, daylight, etc..) nor conditional eligibility (e.g. steep hills).

The Custom Registration process would tie in well with the current RDN Transit travel training available to the public in the form of the 'Seniors Ride the Bus' program, helping to identify those transit clients that would benefit from travel training to increase awareness and comfort with utilizing the available services.

As well, when a handyDART driver notes a decline in a client's cognitive or physical abilities, it is in the best interest of the client to be assessed/reassessed by a professional such as an occupational therapist (mobility coordinator), with whom the change in their abilities can be appropriately reviewed and addressed. At this time, there is no formal process to follow up on a client's noted decline in abilities.

An in-person assessment serves as a professional functional ability evaluation by a mobility coordinator, taking into account an individual's travel needs, as well as cognitive and physical abilities, with regards to using both custom and accessible conventional transit.

Mobility coordinators can also:

- instruct applicants about accessible transit options available to them;
- assess their physical and cognitive abilities to travel safely;
- ensure mobility aids are appropriate for transport within the transit system and;
- make recommendations to RDN Transit regarding the applicant's handyDART eligibility category (unconditional, conditional, temporary or ineligible).

The Revised Custom Registration Process results in a refinement of eligibility, yielding four (4) categories (unconditional, conditional, temporary or ineligible) rather than the standard 'eligible vs. ineligible' thus identifying clients who may be able to benefit from use of both custom and conventional transit (e.g. conditional eligibility, whereby the client needs custom transit during the evening or on certain days and may use conventional during the day). Another benefit to the use of the mobility coordinator is their ability to assess a clients current mobility aid for use on both custom and conventional transit, determining whether it is of appropriate size for travel and whether it is sufficient for the client's needs. The custom registration process will help to ensure that needed custom transit services remain available for those with genuine need, and helping to reduce both the number of unmet trips.

If an applicant does not agree with the eligibility outcome, they have the right to appeal the decision.

ALTERNATIVES

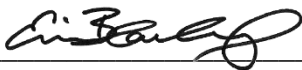
1. That the implementation of the BC Transit Revised Custom Transit Registration process for Regional District of Nanaimo Custom (handyDART) Transit be approved.
2. That alternate direction be provided.

FINANCIAL IMPLICATIONS

The cost for the Revised Custom Transit Registration process has been estimated at \$40,000 annually, cost shared at 66.69% for BC Transit and 33.31% for the RDN, for a direct cost to the RDN of approximately \$15,000. This cost is primarily due to the use of third-party contracted occupational therapists (mobility coordinators), and the cost to transport applicants, both free of charge, to their mobility assessment. These costs will be included in the 2019/2020 Annual Operating Agreement.

STRATEGIC PLAN IMPLICATIONS

Focus On Service And Organizational Excellence - We Recognize And Plan For The Impact Of Our Aging Population



Erica Beauchamp
ebeauchamp@rdn.bc.ca
February 27, 2019

Reviewed by:

- D. Marshall, Manager, Transit Operations
- D. Pearce, Director, Transportation and Emergency Services
- P. Carlyle, Chief Administrative Officer

TO: Transit Select Committee **MEETING:** March 21, 2019

FROM: Erica Beauchamp **FILE:** 8600 20 CPI
Superintendent, Transit Planning &
Scheduling

SUBJECT: handyDART Cancellation Policy Implementation

RECOMMENDATION

That the implementation of the handyDART Cancellation Policy be approved.

SUMMARY

The Regional District of Nanaimo (RDN) handyDART (Custom Transit) Service does not have a policy regarding 'no shows' or 'late cancellations'. Implementation of the handyDART Cancellation Policy would aid in decreasing the number of unmet trips, as well as the waitlist for subscriptions trips. This policy would increase overall efficiency within handyDART and allow the much needed services to reach those who would utilize them appropriately.

BACKGROUND

In 2018, RDN handyDART provided 60,211 rides, and had 14,000 late cancellations, as well as 1,100 'no shows'. A 'late cancellation' occurs when you cancel a trip within two hours of your scheduled pick-up. A 'no show' occurs when a handyDART arrives during the allotted pick up window and the client fails to present themselves. It is very difficult to offer trips to other customers with short notice and thus, the trip space is unused.

As with most custom transit systems, there are many unmet trips (4300 for 2018) as well, as a waitlist of handyDART clients that desire 'subscription' trips. A subscription trip is prearranged with dispatch and is recurring, so a client does not have to call in to book and can expect the ride daily or certain day(s) per week, as per their subscribed requirements. A late cancellation or no show means that someone from a waitlist could have had the trip they needed, or a person needing a subscription trip could have the one from the client that is continuously cancelling their trips. As well, based on the current demand for handyDART, the ability for new eligible or non-subscription handyDART users to book trips is very limited.

Given the high demand for handyDART services within the RDN, as well as the number of no shows and late cancellations, RDN handyDART (Custom Transit) recommends implementing a handyDART cancellation policy (Attachment 1), as outlined below. There are a number of transit properties within BC that employ this same cancellation policy, including Williams Lake, Prince George, Penticton, Kamloops, Kelowna, Vernon, Cranbrook and Trail.

No Show and Late Cancellation Policy

If handyDART arrives during the pick-up window and you are not there, the driver will not wait. Your file will indicate a 'No Show' and other trips booked that day will be cancelled automatically. If you need these trips, contact a customer service agent immediately. A

'Late Cancellation' occurs when you cancel a trip within two hours of your scheduled pick-up. It is very difficult to offer trips to other customers with short notice.

Service Restriction Penalty

For handyDART riders who have three (3) unexplained no-shows or late cancellations within 30 days, there will be a two (2) week service suspension imposed.

Subscription riders who have three (3) unexplained no-shows or late cancellations within 30 days may also lose their subscription trip status.

Note: handyDART riders will be notified after 24 hours via telephone and/or mail each time a no-show or late cancellation occurs.

Appeal Process

Incidents will not be counted as a no-show or late cancellation where the rider or caregiver has called with a valid reason (something beyond the rider's control), within 24 hours after the scheduled trip.

ALTERNATIVES

1. That implementation of the handyDART Cancellation Policy be approved.
2. That alternate direction be provided.

FINANCIAL IMPLICATIONS

Implementation of the handyDART cancellation policy is approximately \$1,000 for a mail out to all handyDART clients. As well, there is potential for an increase in handyDART revenues when more trips are utilized rather than cancelled or no shows.

STRATEGIC PLAN IMPLICATIONS

Focus On Service And Organizational Excellence - We Will Advocate For Transit Improvements And Active Transportation



Erica Beauchamp
ebeauchamp@rdn.bc.ca
February 26, 2019

Reviewed by:

- D. Marshall, Manager, Transit Operations
- D. Pearce, Director, Transportation and Emergency Services
- P. Carlyle, Chief Administrative Officer

Attachments:

1. handyDART tearSheet_Policy Change_no shows_cancellations

handyDART Policy Change



Based on handyDART rider feedback, BC Transit has developed a new *No Show and Late Cancellation Policy* to improve service and better meet your needs.

No Show and Late Cancellation Policy

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Please turn over →

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Incidents will not be counted as a no-show or late cancellation where the rider or caregiver has called with a valid reason (something beyond the rider's control), within 24 hours after the scheduled trip.

Questions?

If you have any questions *about this policy*, please contact the Accessibility Program Manager at 250-385-2551 or handyDART@bcstransit.com.

For all other handyDART inquiries, please contact your local handyDART office.

www.bcstransit.com