REGIONAL DISTRICT OF NANAIMO
TRANSIT SELECT COMMITTEE
AGENDA

Thursday, September 19, 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 - July 11, 2019 3

That the minutes of the Transit Select Committee meeting held be July 11, 2019, be adopted.

4. INVITED PRESENTATIONS

5. DELEGATIONS

6. CORRESPONDENCE

7. UNFINISHED BUSINESS

8. BC TRANSIT UPDATES

8.1 Full Driver Door

9. REPORTS

9.1 handyDART Taxi Saver Program 7

That the handyDART Taxi Saver program frequency be changed to 60 days, and the purchase amount be increased to $80.00, maintaining the requirement of a minimum of one handyDART trip within the 60-day period.

9.2 Christmas Day Sunday Level Service Conventional Transit 2019 9

That Conventional Transit on Christmas Day, December 25, 2019, be provided at Sunday level of service.

9.3 Regional District of Nanaimo Transit Performance and Fleet Update 11

That the Regional District of Nanaimo Transit Performance and Fleet Update report be received for information.

9.4 Route 91 and 15 Ridership Update 19

That the Route 91 and 15 Ridership Update report be received for information.

9.5 Licence of Occupation and Use Amendment 21

1. That the Regional District of Nanaimo approve the amended Licence of Occupation and Use Agreement for 1 Port Drive with the City of Nanaimo extending the agreement to June 30, 2020.

2. That the Regional District of Nanaimo consent to permit the temporary use of 575 Fitzwilliam 'Prideaux Exchange' for a parking lot for use by RCMP members and staff, until the Regional District of Nanaimo resumes use of the Prideaux Exchange.

9.6 Free Transit on Federal Election Day – October 21, 2019 48

That free transit be provided on General Voting Day for the Federal Election on October 21, 2019.

9.7 RDN Transit Verbal Update

10. BUSINESS ARISING FROM DELEGATIONS

11. NEW BUSINESS

12. ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE TRANSIT SELECT COMMITTEE MEETING

Thursday, July 11, 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 Alternate	Electoral Area E
	Director J. Stanhope	Electoral Area G
	Director S. McLean	Electoral Area H
	Director S. Armstrong	City of Nanaimo
	Director D. Bonner	City of Nanaimo
	Director E. Hemmens	City of Nanaimo
	Director J. Turley Alternate	City of Nanaimo
	Director T. Patterson Alternate	City of Parksville
	Director T. Westbroek	Town of Qualicum Beach
Regrets:	Director L. Krog	City of Nanaimo
	Director M. Swain	District of Lantzville
	Director E. Mayne	City of Parksville
	Directoe B. Wiese	Town of Qualicum Beach
Also in Attendance:	Director I. Thorpe	Chair, Regional District of Nanaimo
	Director A. Fras	City of Parksville
	P. Carlyle	Chief Administrative Officer
	D. Pearce	Director, Transportation & Emergency Services
	E. Beauchamp	Superintendent, Transit Planning & Scheduling
	B. White	Superintendent, Transit Operations
	B. Sims	Gen. Mgr. Engineering & Public Works, City of Nanaimo
	M. Moore	Senior Regional Transit Manager, BC Transit
	J. Wadsworth	Mgr. Transit Planner, BC Transit
	C. Golding	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.

The Chair welcomed Alternate Directors Stanhope, Patterson, and Westbroek to the meeting.

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved, as amended, to include the following items:

4.1 Maureen Pilcher, re Transit and handy

11. In Camera

ADOPTION OF MINUTES

Transit Select Committee Meeting - May 23, 2019

That the minutes of the Transit Select Committee meeting held May 23, 2019, be adopted.

CARRIED UNANIMOUSLY

DELEGATIONS

Maureen Pilcher, re Transit (and handyDART Service) in Area F

Maureen Pilcher shared her concerns to the Committee regarding the lack of transit service, specifically handDart service in Electoral Area F.

BC TRANSIT UPDATES

Presentation on handyDART Age Restrictions

M. Moore, Senior Regional Transit Manager, BC Transit, provided an update on handyDART age restrictions to the Committee.

South Nanaimo Local Area Transit Plan

J. Wadsworth, Manager, Transit Planner, BC Transit, provided an update on the South Nanaimo Local Area Transit Plan to the Committee.

REPORTS

South Nanaimo Local Area Transit Plan - Adoption

It was moved and seconded that the South Nanaimo Local Area Transit Plan be adopted and that the improvement priorities identified therein, be added to the RDN Transit Service Priorities List for future expansion consideration.

CARRIED UNANIMOUSLY

2019-2020 Conventional and Custom Transit Annual Operating Agreement

It was moved and seconded that the 2019/2020 Conventional and Custom Transit Annual Operating Agreements with BC Transit be approved.

CARRIED UNANIMOUSLY

January 2020 Service Expansion

It was moved and seconded that the 5,900 hour annual conventional transit expansion for January 2020 be approved.

CARRIED UNANIMOUSLY

It was moved and seconded that the 1,700 hour annual custom transit expansion for January 2020 be approved.

CARRIED UNANIMOUSLY

3 Year Service Expansion

It was moved and seconded that the BC Transit 3-year budget from April 1, 2020 to March 31, 2023 be included in the Regional District of Nanaimo's 5-year Financial Plan.

CARRIED UNANIMOUSLY

It was moved and seconded that $130,000 be added to the 2020 Financial Plan to begin a transit network review.

CARRIED UNANIMOUSLY

District of Lantzville Request for Free Transit for Minetown Day - 2019

It was moved and seconded that Lantzville's request for free transit services on the Route 11 Lantzville for 'Minetown Day' event held on Saturday September 7, 2019 be approved.

Opposed (1): Director Turley

CARRIED

IN CAMERA

It was moved and seconded that pursuant to Sections 90 (1) (k) and (m) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public and a matter that, under another enactment, is such that the public may be excluded from the meeting.

CARRIED UNANIMOUSLY

TIME: 11:27 AM

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 11:48 AM

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CHAIR

REGIONAL DISTRICT OF NANAIMO

STAFF REPORT

TO:	Transit Select Committee	**MEETING:**	September 19, 2019
FROM:	Erica Beauchamp Superintendent, Transit Planning & Scheduling	**FILE:**	8600 01 TSP
SUBJECT:	handyDART Taxi Saver Program		

RECOMMENDATIONS

That the handyDART Taxi Saver program frequency be changed to 60 days, and the purchase amount be increased to $80.00, maintaining the requirement of a minimum of one handyDART trip within the 60-day period.

SUMMARY

The Taxi Saver Program provides registered handyDART clients with Taxi Saver coupons at a 50% reduction, allowing greater convenience and more resources for spontaneous travel when handyDART is unable to accommodate their travel needs. Feedback from handyDART clientele indicates that the purchase amount of $60.00 and frequency of every 90 days are inadequate to service clients' travel needs. It is recommended to increase the purchase amount to $80.00 and the frequency to every 60 days, while maintaining the requirement of one handyDART ride within this time.

BACKGROUND

handyDART Service Overview

handyDART is an accessible, door-to-door, shared transit service for persons with permanent or temporary disabilities (physical and/or cognitive) that are unable to use a fixed-route transit system either part or at all the time, without assistance from another person. Many handyDART customers use a combination of transit for their travel needs, incorporating both fixed-route and handyDART services in their travel, depending on their abilities, travel needs and destination.

Taxi Saver Program Overview

The handyDART Taxi Saver program is a supplementary element of the overall handyDART transit service and is not a stand-alone service. The Taxi Saver program is cost shared with BC Transit paying 66.69% and the RDN is responsible for 33.31%. The purpose of the program is to provide an alternate transportation option for registered handyDART clients when handyDART services are unable to accommodate the client's travel needs. Eligibility for the Taxi Saver program include being a permanent handyDART client, be 12 years of age or older, and have obtained a handyPASS by applying to the handyDART office.

Currently, an eligible handyDART client with a handyPASS, can purchase $60.00 in Taxi Saver 'coupons' for $30.00, a 50% subsidy towards the cost of needed taxi rides. handyDART coupons can only be purchased through the handyDART office. The client uses the coupons to pay the dollar meter rate of the taxi fare, paying the remainder in change/cash.

Currently, the Taxi Saver program allows an eligible client to make a Taxi Saver purchase of $60.00 of coupons once every 90 days, provided they have utilized the handyDART ride service once within that time. This amount and length of time between ability to purchase Taxi Saver coupons is lengthy for handyPASS clients, who must sometimes utilize a taxi to attend appointments, and do their shopping, among other travel needs.

ALTERNATIVES

1. That the handyDART Taxi Saver program frequency be changed to 60 days, and the purchase amount be increased to $80.00, maintaining the requirement of a minimum of one handyDART trip within the 60-day period.

2. That the Board provide alternate direction.

FINANCIAL IMPLICATIONS

The 2019 RDN budget for Taxi Savers is $18,000 and is cost shared with BC Transit at a rate of 66.69% BC Transit and 33.31% for a cost to the RDN of $6,000. Increasing the purchase frequency to every 60 days and the purchase amount to $80.00 requires the taxi saver budget to be increased to $36,000, an increase of $18,000. With BC Transit cost sharing this yields a total budget for the RDN of $12,000 annually, to be included in the 2020 Financial Plan.

STRATEGIC PLAN IMPLICATIONS

Transportation and Transit - Provide opportunities for residents to move effectively through and around the Region.



Erica Beauchamp
ebeauchamp@rdn.bc.ca
August 28, 2019

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

REGIONAL DISTRICT OF NANAIMO

STAFF REPORT

TO:	Transit Select Committee	**MEETING:**	September 19, 2019
FROM:	Darren Marshall Manager, Transit Operations	**FILE:**	8500 03 CTE

SUBJECT: Christmas Day Sunday Level Service Conventional Transit 2019

RECOMMENDATION

That Conventional Transit on Christmas Day, December 25, 2019, be provided at Sunday level of service.

SUMMARY

At the June 25, 2019, Regular Board meeting, the Board supported a Transit Holiday Schedule allowing riders to access transit on a Sunday level service for New Year's Day, Good Friday and Christmas Day starting in January 1, 2020. However, this may present confusion with riders as there is no service offered for Christmas in 2019 and there may be a level of expectation that service will be provided. The extra day of service for 2019, will support customers who rely on transit to visit family or work.

The Transit Service has enough annual transit hours in the current 2018/2019 Annual Operating Agreement with BC Transit to provide transit service on Christmas Day, December 25, 2019.

BACKGROUND

At the June 25, 2019, Regular Board meeting, the following motion was approved:

> *It was moved and seconded that New Year's Day, Good Friday and Christmas Day be included in the Transit Holiday Schedule at a Sunday level service effective in the 2020 transit expansion plan and that the budget be increased by $47,979.*

On most statutory holidays,[1] the RDN Transit Service operates at a Sunday level of service, which equates to 170 hours per Sunday level of service. There is no additional cost to this request. The 170 hours required for Sunday level service on Christmas Day, December 25, 2019, will come from reserve hours. The reserve hours are accumulated hours found through efficiencies from moving the downtown Nanaimo transit exchange from Prideaux Street to the temporary location at 1 Port Drive. At the end of 2019 there will be approximately 1,800 hours

1

Other Sunday level service on statutory holidays provided 2019: Family Day, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day and Remembrance Day.

held in reserves by BC Transit. These hours will be reallocated into the transit service once a permanent location for the downtown exchange is decided.

ALTERNATIVES

1. That Conventional Transit on Christmas Day, December 25, 2019, be provided at Sunday level of service.

2. That alternative direction be provided.

FINANCIAL IMPLICATIONS

There is no additional cost to this request. The 170 hours needed for Sunday level service on Christmas Day, December 25, 2019, will come from reserve hours. The reserve hours are accumulated hours found through efficiencies from moving the downtown Nanaimo transit exchange from Prideaux Street to the temporary location at 1 Port Drive, Nanaimo. At the end of 2019 there will be approximately 1,800 annual hours held in reserves by BC Transit. These hours will be reallocated into the transit service once a permanent location for the downtown exchange is decided.

STRATEGIC PLAN IMPLICATIONS

Transportation and Transit - Provide opportunities for residents to move effectively through and around the Region.



Darren Marshall
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August 14, 2019

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

REGIONAL DISTRICT OF NANAIMO

STAFF REPORT

TO:	Transit Select Committee	**MEETING:**	September 19, 2019
FROM:	Brandon Miller Superintendent, Fleet & Transit Service Delivery	**FILE:**	8770 01 TPFU

SUBJECT: Regional District of Nanaimo Transit Performance and Fleet Update

RECOMMENDATION

That the Regional District of Nanaimo Transit Performance and Fleet Update report be received for information.

SUMMARY

BC Transit conducts an Annual Performance Summary (APS) (Attachment 1) for the Regional District of Nanaimo (RDN) Transit system each year. The APS is a snapshot of the RDN transit system that compares investment and performance to previous years, current budget and other peer communities. Service priorities and capital investment decisions are supported through the APS.

The RDN Transit fleet continues to increase each year as service expands. The RDN Transit fleet consists of 73 buses, which includes 54 (40') compressed natural gas (CNG) buses and 19 (26') diesel buses. Fixed-route (conventional) transit utilizes58 heavy duty buses; whereas handyDART (custom) transit utilizes 15 light duty buses.

BACKGROUND

BC Transit divides regional transit systems into four categories based on the size of the communities served and the type of system:

- Tier 1 systems serve large communities with annual transit service hours of 60,000 or more.
- Tier 2 systems serve medium and large communities with annual transit service hours of 20,000 to 60,000.
- Tier 3 systems serve smaller communities with annual transit service hours of 20,000 or less.
- Tier 4 systems are unique stand-alone services.

BC Transit classifies RDN Transit as a Tier 1 system. However, because of the vast distance and rural areas that RDN Transit services, it has characteristics of a Tier 2 and Tier 3 system. The following performance summaries compare RDN Transit to a Tier 1 system.

Conventional Transit Performance Summary

Measures	2018 / 2019 Actual	2017 / 2018 Actual	YoY Variable	2018 / 2019 AOA Budget
Revenue Service Hours	125,000	122,000	2.94%	126,000
Passenger Trips	3,387,000	3,078,000	10.05%	2,917,000
Total Revenue	4,810,000	4,458,000	7.88%	4,402,000
Operating Cost per Passenger Trip	$3.31	$3.55	-6.57%	$4.02

Custom Transit Performance Summary

Measures	2018 / 2019 Actual	2017 / 2018 Actual	YoY Variable	2018 / 2019 AOA Budget
Revenue Service Hours	25,000	25,000	-2.37%	26,000
Passenger Trips	68,084	67,907	0.26%	67,000
Total Revenue	145,000	166,000	-12.32%	185,000
Operating Cost per Passenger Trip	$24.92	$26.00	-4.16%	$28.46

Fleet Update

The RDN transit fleet consists of 73 buses which include two different types; heavy duty and light duty.

Bus Type	Number of Buses	% of Fleet	Passenger Capacity	Comments
Heavy Duty	54	74%	81	Compressed Natural Gas (CNG) bus used on fixed route (conventional) transit.
Light Duty	19	26%	20	Smaller diesel bus used for handyDART (custom) transit and Community bus for fixed routes (conventional) that have fewer passengers.

RDN transit System is required to perform preventative maintenance on the bus fleet at certain intervals. To ensure service demands are met, there is an allocation of spare buses that are used when needed. The spare ratio calculation is the percentage of buses above the amount of buses that are required during peak service times. BC Transit has a spare ratio target of 20% for fleets greater than 50 buses. The RDN's current transit spare ratio is 19%.

On July 18, 2019 the Government of Canada, Province of BC, and BC Transit announced the purchase of 10 battery heavy duty electric buses for deployment in 2021. BC Transit is planning to create a fully electric fleet in all bus system types by 2040, which would include the RDN transit fleet. As BC Transit releases more information on electric buses, the Board will be updated.

ALTERNATIVES

1. That the RDN Transit Performance and Fleet Update report be received for information.
2. That alternative direction be provided.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN IMPLICATIONS

Transportation and Transit - Provide opportunities for residents to move effectively through and around the Region.



Brandon Miller
bmiller@rdn.bc.ca
August 22, 2019

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

Attachment
1. 2018 2019 Annual Performance Summary

The Annual Performance Summary (APS) is a key component of the Annual Partnership Communications Calendar. It provides a snapshot of transit investment and performance within your community compared to previous years, to budget and to peer communities. This information supports local decisions on service priorities and potential investments into service and capital initiatives. Upon alignment of future initiatives through the Transit Improvement Program (TIP)/ three-year Expansion MOU process, this information will support your three-year budget forecasts and inform BC Transit's Service and Capital Plan.

2018/19 Provincial BC Transit Initiatives

BC Transit is the provincial Crown agency responsible for coordinating the delivery of public transportation within British Columbia, outside of Metro Vancouver. Over 1.8 million British Columbians in over 130 communities across the province have access to BC Transit. In most transit systems, service is provided through a partnership between BC Transit, local government, and a contracted transit management company. This unique partnership model ensures transit services are delivered efficiently and effectively in the communities in which BC Transit operates.

During 2018/19, over 58,000 new service hours (a 4 per cent increase from 2017/18) were implemented over all systems in consultation with local government and provincial funding partners. These additional hours supported many communities in either enhancing existing services or expanding services to new areas.

The Investing in Canada Infrastructure Program (ICIP) has played an important role in supporting the advancement of transit in BC. It has, and will continue to help support many of the infrastructure challenges BC Transit and partners face including new operations and maintenance facilities, on road infrastructure such as shelters, new fleet and propulsion technologies, introduction of real-time technology, and plan for enhanced onboard fare payment technology to provide flexible payment options to customers across British Columbia.

As the population of seniors increases, BC Transit is refocusing attention among partners on the importance of investing in accessible transportation initiatives. Enhancing the availability of transit services to seniors and persons with disabilities (PWDs) will help ensure that transportation services are better able to meet the needs of our changing demographics. Creating equitable service standards between custom service offerings and conventional service offerings has been an immense focus as we seek to reduce the service span gap. In 2018/19 Custom Transit Services Reports were shared with local government staff across the province in an effort to initiate this conversation and identify opportunities to enhance the availability and effectiveness of custom transit service.

Demand for transit services is strong and continues to drive significant transformation in our industry and how we make decisions. BC Transit has initiated the process of creating a new Strategic Plan to guide BC Transit’s vision for the next five to ten years to drive responsible change in collaboration with all those part of the BC Transit family.

System Performance

In the tables below are the investment measures used to determine how a system is performing compared to itself from the year prior, its peer category, and budget.

RDN CONVENTIONAL

Local Investment Measures	2018/19 Actual	2017/18 Actual	YoY Var	2018/19 AOA Budget	AOA Budget Var
Revenue service hours (000)	125	122	2.94%	126	-0.50%
Total cost ($000)	13,241	12,930	2.41%	13,858	-4.45%
Service hours per capita	1.13	1.15	-1.82%	1.13	-0.50%
Fleet size	56	54	3.70%	56	0.00%
Return on Investment	**2018/19 Actual**	**2017/18 Actual**	**YoY Var**	**2018/19 AOA Budget**	**AOA Budget Var**
Passenger trips (000)	3,387	3,078	10.05%	2,917	16.10%
Total revenue ($000)	4,810	4,458	7.88%	4,402	8.48%
Passenger trips per capita	30.52	29.07	4.97%	26.29	16.10%
Revenue per trip	1.40	1.45	-3.36%	1.51	-7.21%
Performance	**2018/19 Actual**	**2017/18**	**YoY Var**	**2018/19 AOA Budget**	**AOA Budget Var**
Operating cost per service hour	89.63	89.73	-0.11%	93.18	-3.81%
Operating cost per passenger trip	3.31	3.55	-6.57%	4.02	-17.56%
Passenger trips per service hour	27.06	25.31	6.92%	23.19	16.69%
Operating cost recovery	42.87%	40.86%	4.92%	37.56%	14.15%

RDN CUSTOM

Local Investment Measures	2018/19 Actual	2017/18 Actual	YoY Var	2018/19 AOA Budget	AOA Budget Var
Revenue service hours (000)	25	25	-2.37%	26	-6.50%
Total cost ($000)	1,936	2,028	-4.52%	2160	-10.35%
Service hours per capita	0.18	0.19	-4.57%	0.19	-6.50%
Fleet size	14	16	-12.50%	14	0.00%
Return on Investment	**2018/19 Actual**	**2017/18 Actual**	**YoY Var**	**2018/19 AOA Budget**	**AOA Budget Var**
Passenger trips (000)	68	68	0.26%	67	1.60%
Total revenue ($000)	145	166	-12.32%	185	-21.48%
Passenger trips per capita	0.5	0.5	-0.68%	0.5	1.60%
Revenue per trip	2.23	2.51	-11.13%	2.9	-22.57%
Performance	**2018/19 Actual**	**2017/18 Actual**	**YoY Var**	**2018/19 AOA Budget**	**AOA Budget Var**
Operating cost per service hour	67.58	68.55	-1.41%	70.94	-4.73%
Operating cost per passenger trip	24.92	26.00	-4.16%	28.46	-12.44%
Passenger trips per service hour	2.6	2.6	2.76%	2.4	8.47%
Operating cost recovery	8.56%	9.39%	-8.75%	9.70%	-11.72%

Key Service Outcomes

Local Investment Measures help illustrate key changes in Revenue Service Hours, Total Cost, Service Hours per Capita and Fleet Size. These measurements show the changes within a system year over year and help communities understand how their system has grown with the implementation of service changes that have required additional hours and/or vehicles.

Return on Investment helps communities understand the impact of their investment, keeping in mind that changes to these Key Performance Indicators (KPIs) often take time to show a meaningful impact. KPIs measured in this category include, Passenger Trips, Total Revenue, Passenger Trips per Capita, and Revenue per Trip.

Lastly, the Performance section of tables above is the area where a cumulative impact of service changes, costs, revenues, etc. can be reviewed to understand how the system has compared year over year. These KPIs help demonstrate where a community is realizing efficiencies and ultimately how their Operating Cost Recovery compares from year to year. Higher Operating Cost Recovery is a strong indicator as to how a system is funding their transit initiatives from the collection of revenues through various fare methodologies.

KEY PERFORMANCE INDICATOR (KPI) GLOSSARY

Key Performance Indicator	Definition
Fleet size	The total number of transit vehicles providing a given type of service for the year.
Operating cost per passenger trip	Total cost for the year less the local contribution to lease fees (debt service) per total passenger trips for the year.
Operating cost per service hour	Total cost for the year, not including taxi, less the local contribution to lease fees (debt service) per total revenue service hours delivered for the year.
Operating cost recovery	Total revenue for a system for the year divided by total cost for the year less the local contribution to lease fees (debt service).
Passenger trips	Total passenger trips for the year. An estimated measure of system ridership.
Passenger trips per capita	Total passenger trips for the year per the defined population of the area being served by the type of service. For Conventional systems this is the population that falls within 400m of the fixed route conventional service by line work. For Custom and Paratransit systems this is the population within the defined limits of service. In systems that do not have defined limits of service this is the population that falls within the boundaries of the system as described in Schedule A of the Annual Operating Agreement (AOA).
Passenger trips per service hour	Total passenger trips for the year, not including taxi, per total revenue service hours delivered for the year.
Revenue per trip	Total revenue, less advertising revenue, for a system for the year per non-Taxi Saver trips for the year.
Revenue service hours	Total revenue service hours delivered for the year. (Does not include Taxi)
Service hours per capita	Total revenue service hours' vehicles were on the road (excluding deadhead) for the year per the defined population of the area being served by the type of service. For Conventional systems this is the population that falls within 400m of the fixed route conventional service by line work. For Custom and Paratransit systems this is the population within the defined limits of service. In systems that do not have defined limits of service this is the population that falls within the boundaries of the system as described in Schedule A of the AOA.
Total cost	Total AOA cost, which includes the local contribution to lease fees (debt service) but not the provincial contribution.
Total revenue	Total revenue for a system for the year, which include fares (cash, ticket, passes but not including Taxi Saver recoveries) and advertising revenue.

REGIONAL DISTRICT OF NANAIMO

STAFF REPORT

TO: Transit Select Committee **MEETING:** September 19, 2019

FROM: Darren Marshall
Manager, Transit Operations **FILE:** 8500 01 RUP

SUBJECT: Route 91 and 15 Ridership Update

RECOMMENDATION

That the Route 91 and 15 Ridership Update report be received for information.

SUMMARY

To provide an update on system crowding on routes 91 Intercity and the 15 VIU based on a letter to the Board asserting that there was overcrowding and no seats available for the elderly. However, after studying the Automatic Vehicle Locator (AVL) and Automatic People Counters (APC) data it has been determined that there is no overcrowding on routes 91 Intercity and 15 VIU.

BACKGROUND

At the October 16, 2018, Regular Board meeting, the following motion was approved:

> *That staff report back to the Committee regarding system crowding on routes #91 Intercity and #15 VIU.*

With data from the AVL and APC the volume of ridership on routes 91 and 15 do not indicate overcrowding. To date there has been one concern regarding overcrowding on the #91 Intercity, transferring to route 15 VIU.

Table 1: Conventional 40 Foot (CNG) Capacity Standards

Classification	# of Passengers
Low capacity	0 – 14
Medium capacity	36
High capacity	50+

Table 2: Ridership Data for Routes 91 & 15 by time of day

Average Maximum Load by Time of Day						
Route	Peak AM	Midday	Peak PM	Min	Max	Highest Classification
91	13.29	15.52	14.31	2	34	Capacity

15	3.59	4.8	5.78	0	15	Low Capacity

For a service to be efficient and productive, a balance should be achieved between oversupply and overcrowding. A number of measures can establish this equilibrium such as:

- Implementing transit priority
- Altering frequency
- Reducing/increasing coverage
- Targeted marketing/corridor branding
- Changing service span
- Changing bus stop spacing
- Bus route changes
- Fleet type allocation

When system performance falls below or above the set guidelines, recommendations to the RDN Transit Select Committee will focus on the utilization of the above tools to maximize efficiency.

In 2020, the RDN and BC Transit will be conducting a system review. This will evaluate AVL and APC data collected to measure performance and effectiveness of service planning investments in our system and route level.

ALTERNATIVES

1. That the Route 91 and 15 Ridership Update report be received for information.

2. That alternative direction be provided.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN IMPLICATIONS

Transportation and Transit - Provide opportunities for residents to move effectively through and around the Region.



Darren Marshall
dmarshall@rdn.bc.ca
August 14, 2019

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

REGIONAL DISTRICT OF NANAIMO

STAFF REPORT

TO:	Transit Select Committee	**MEETING:**	September 19, 2019
FROM:	Darren Marshall Manager Transit Operations	**FILE:**	2240 55 TEPD

SUBJECT: Licence of Occupation and Use Amendment

RECOMMENDATIONS

1. That the Regional District of Nanaimo approve the amended Licence of Occupation and Use Agreement for 1 Port Drive with the City of Nanaimo extending the agreement to June 30, 2020.
2. That the Regional District of Nanaimo consent to permit the temporary use of 575 Fitzwilliam 'Prideaux Exchange' for a parking lot for use by RCMP members and staff, until the Regional District of Nanaimo resumes use of the Prideaux Exchange.

SUMMARY

The Regional District of Nanaimo Transit System (RDN) relocated the Downtown Nanaimo Exchange to 1 Port Drive during the construction for seismic upgrades to the Bastion Street Bridge. The current agreement expires September 30, 2019. The RDN requires an extension of the Licence of Use Agreement to continue to use and occupy a portion of the 1 Port Drive (Attachment 1), and comprised of a transit exchange constructed in accordance with the specifications and a temporary service trailer.

BACKGROUND

1 Port Drive Amendment of Licence Agreement

The City of Nanaimo performed seismic upgrades to the Bastion Street Bridge starting mid-April 2019. These upgrades required 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 200 hours per month for the duration of the arrangement. The cost saving hours will be held by BC Transit in the RDN's reserves. The amendment will increase the monthly licence fee to $2,500.00 each month of the term of the licence agreement.

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.

575 Fitzwilliam Amendment of Lease Agreement

As the Tenant (RDN) at 575 Fitzwilliam Street, Nanaimo (Prideaux Exchange), the RDN has leased this location since October 12, 2005, and since May 31, 2007, has been a month-to-month to operate a transit bus exchange, Prideaux Exchange.

As of May 15, 2019, the RDN has been a temporary Tenant at 1 Port Drive to operate a downtown Nanaimo bus exchange. The Landlord (City of Nanaimo) wishes, and the Tenant grants, consent to permit the temporary use of the Prideaux Exchange for the purpose of a parking lot for use by RCMP members and staff, until such time that the RDN resumes use of the Prideaux Exchange. Further, the Monthly rental fee of $2,500 for the Lease Agreement will be waived until the RDN resumes use of the Prideaux Exchange, (Attachment 2).

ALTERNATIVES

1. That the Regional District of Nanaimo approve the amended Licence of Occupation and Use Agreement for 1 Port Drive with the City of Nanaimo extending the agreement to June 30, 2020.

2. That the Regional District of Nanaimo consent to permit the temporary use of 575 Fitzwilliam 'Prideaux Exchange' for a parking lot for use by RCMP members and staff, until the Regional District of Nanaimo resumes use of the Prideaux Exchange.

3. That alternative direction be provided.

FINANCIAL IMPLICATIONS

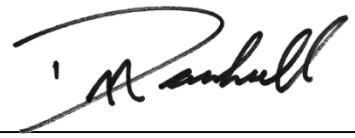
The financial authorization requested to occupy and use a portion of 1 Port Drive would increase from $1.00 per month to $2,500 per month. This is a direct transfer from the 575 Fitzwilliam (Prideaux Exchange) locations. There is no additional cost to the 2019 Board approved budget.

The original term, ending September 30, 2019, will accumulate 1,200 hours of savings from operating at the downtown exchange at 1 Port Drive, approximately $80,000 of savings for the six (6) month term. The nine (9) month extension will accumulate an additional 1,800 hours for an approximate savings of $120,000. These costs saving hours will be held by BC Transit in reserves. These hours will be reallocated into the transit service once a permanent location for the downtown exchange is decided.

There is no construction cost to the RDN for this temporary exchange at 1 Port Drive or 575 Fitzwilliam. There is a trailer rental for approximately $3,500 per month $31,500 for the extended nine (9) month term. These funds will be included in the 2020 financial plan.

STRATEGIC PLAN IMPLICATIONS

Transportation and Transit - Provide opportunities for residents to move effectively through and around the Region.



Darren Marshall
dmarshall@rdn.bc.ca
August 14, 2019

Reviewed by:

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

Attachments

1. Amendment of License Agreement – 1 Port Drive
2. Amendment of Lease Agreement – 575 Fitzwilliam

AMENDMENT OF LICENCE AGREEMENT

File No. LD003688

THIS AMENDMENT is dated for reference the _____ of September 2019.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the "City")

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "RDN")

WHEREAS:

A. By agreement made and dated for reference April 7, 2019, the RDN entered into a Licence Agreement with the City providing for the use of a portion of the lands having a civic address of 1 Port Drive, Nanaimo, British Columbia.

B. A copy of the Licence Agreement is attached to this Agreement and marked as Schedule A.

C. The RDN wishes to extend the Term for use of the Licence Area. The Licence Agreement is hereby amended to allow the RDN use of the Licence Area until June 30, 2020.

D. The Licence Agreement is further amended to increase the monthly Licence Fee to $2,500.00 due and payable each month during the Term of the Licence Agreement.

E. All other terms and conditions remain the same.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

City of Nanaimo

_____
Leonard Krog, Mayor

_____
Sheila Gurrie, Corporate Officer

Regional District of Nanaimo

_____
Per:

_____
Per:

SCHEDULE A TO THE AMENDMENT OF LICENSE AGREEMENT

LICENCE OF OCCUPATION AND USE

THIS AGREEMENT DATED FOR REFERENCE THE 1st DAY OF April, 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

WHEREAS:

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: dmarshall@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, Leonard Krog

Per: _____
Corporate Officer, Sheila Gurrie

	Initial	Date (mm/dd/yy)
Content (Mgr)	JAR	04/04/19
Approved (GM)	TP	04/04/19
Legal Form (CO)	JH	04/09/19
Authority (CAO)		APRIL 9, 2019

REGIONAL DISTRICT OF NANAIMO

Per: _____
Chair

Per: _____
Corporate Officer

SEASPAN FERRIES CORPORATION

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

AMENDMENT OF LEASE AGREEMENT

File No. LD001146

THIS AMENDMENT is dated for reference the _____ of July, 2019.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC V9R 5J6

(the "Landlord")

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "Tenant")

WHEREAS:

A. By agreement made and dated for reference October 12, 2005, the Tenant entered into a Lease Agreement with the Landlord providing for the use of a portion of the Lands having a civic address of 575 Fitzwilliam Street, Nanaimo, British Columbia.

B. A copy of the Lease Agreement is attached to this Agreement and marked as Schedule A.

C. Upon the expiration of the First Renewal Term on May 31, 2007, the Tenant entered into a month-to-month tenancy.

D. The Tenant has temporarily relocated the transit services, which were in operation on the Lands, to other City of Nanaimo owned land having a civic address of 1 Port Drive, Nanaimo, British Columbia.

E. The Landlord wishes, and the Tenant grants, consent to permit the temporary use of the Lands for the purpose of a parking lot for use by RCMP members and staff, until such time as the Tenant resumes use of the Land.

F. The monthly rental fee for the Lease Agreement shall be waived until such time as the Tenant resumes use of the Lands.

G. All other terms and conditions remain the same.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

City of Nanaimo
by its authorized signatory:

_____
Leonard Krog, Mayor

_____
Sheila Gurrie, Corporate Officer

Regional District of Nanaimo
by its authorized signatory:

_____
Per:

_____
Per:

SCHEDULE A TO THE AMENDMENT OF LICENSE AGREEMENT

THIS LEASE is dated for reference the 12th day of October, 2005

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, B.C.
V9R 5J6

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, British Columbia
V9T 6N2

(hereinafter called the "Tenant")

OF THE SECOND PART

THIS INDENTURE WITNESSES that in consideration of the rents, covenants, obligations, conditions and agreements hereinafter respectively reserved and contained, the parties hereto covenant and agree with each other as follows:

1.0 DEFINITIONS

1.01 In this Lease, unless there is something in the subject matter or in the context inconsistent therewith:

"Lands" means the cross-hatched area on the attached Schedule "B".

"Lease Year" means a period of twelve (12) consecutive calendar months during the term ending on the day preceding each anniversary date of the commencement of the term.

"Leased Premises" means Unit 130 and the Lands at 575 Fitzwilliam Street, Nanaimo, British Columbia.

"Municipal Tax Cost" means the total, without duplication, of sums paid by the Landlord in respect of Municipal Taxes.

"Municipal Taxes" means the aggregate of all taxes, local improvement or similar rates, duties, assessments and charges, municipal realty taxes, water taxes,

school taxes, or any other taxes, rates, duties, assessments, both general and special, levied or imposed upon or in respect of the Building or any part thereof, including business taxes (if any) charged on the Common Areas or upon the Landlord in respect of the Building or any part thereof, but not including business taxes charged on the Leased Premises.

"Property" means the lands in the City of Nanaimo, in the Province of British Columbia more particularly described in Schedule "A" annexed hereto.

2.0 DEMISE AND TERM

2.01 The Landlord hereby demises and leases the Leased Premises unto the Tenant to have and to hold from and including the 1st day of June, 2005, for and during the Term of One (1) year, to and including the 31st day of May, 2006 (the "Term") unless sooner terminated as herein provided.

2.02 The Landlord and the Tenant each have the option to terminate this Lease Agreement upon six (6) months prior written notice to the other of its intent to do so.

3.0 RENTAL

3.01 Rent is:

(a) Unit 130: Gross Rent at $3,180.00 per annum or $265.00 per month plus applicable Goods and Services Tax.
(b) Lands: Gross Rent at $30,000.00 per annum or $2,500.00 per month plus applicable Goods and Services Tax.

3.02 In the event that the rent, or any other sum or sums due to the Landlord hereunder becomes overdue and in arrears, the same shall be deemed to be rent reserved hereunder and the Landlord shall be entitled to all the same remedies with respect thereto that the Landlord has with respect to arrears of rent.

4.0 TENANCY COMMENCEMENT DATE

4.01 The Commencement Date is June 1, 2005.

5.0 CONDUCT OF BUSINESS

5.01 The Tenant shall not use or occupy the Leased Premises or any part thereof for any purpose other than a transit driver respite area and parking of transit buses.

5.02 The Tenant will not erect or place or suffer to be erected or placed or maintain any signs of any nature or kind whatsoever on the exterior walls of the Leased Premises or elsewhere in the Building, without first obtaining the Landlord's

written approval and consent in each instance, which approval and consent shall not be unreasonably withheld.

6.0 **REPAIRS**

6.01 The Tenant shall at all times during the Term at its own cost and expense repair, maintain and keep the Leased Premises in good order and repair, reasonable wear and tear, and the Tenant shall perform such maintenance, effect such repairs and replacements at its own cost and expense as and when necessary or reasonably required so to do by the Landlord.

6.02 The Landlord and any employee, servant or agent of the Landlord shall be entitled at any reasonable time during business hours and during any emergency from time to time to enter and examine the state of maintenance and repair of the Leased Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs or replacements as may be found necessary from such examination.

6.03 No debris, garbage, trash or refuse shall be placed or left in or upon any part of the Building outside of the Leased Premises, but shall be deposited by the Tenant at times and in a manner specifically designated by the Landlord from time to time.

6.04 The servants, agents and representatives of the Landlord shall have the right to enter the Leased Premises at all times during business hours upon prior notice being given to the Tenant to make alterations or repairs as they shall deem necessary for the safety or preservation or proper administration or improvement of the Leased Premises, the Building, or any premises adjoining the Leased Premises and at all times to perform the Landlord's obligations hereunder.

6.05 In the event of damage to or destruction of the Leased Premises so that the Leased Premises are wholly or partially unfit for the business of the Tenant the Rent provided to be paid hereunder or a proportionate part thereof shall, according to the nature and extent of the damage sustained, be abated until the Leased Premises shall have been rebuilt or made fit for the business of the Tenant.

6.06 Notwithstanding Article 6.05, in the event of destruction of the Building or damage to fifty percent or more of the floor area of the buildings forming part of the Building, whether or not the Leased Premises are damaged, the Lease may be terminated at the option of the Landlord by the Landlord giving to the Tenant within thirty days after the occurrence of such damage to or destruction of the building notice in writing of the termination of the Lease and thereupon rental (abated in accordance with Article 6.05) and all other payments for which the Tenant is liable under the Lease shall be apportioned and paid to the date of termination; provided, however, that such termination shall not affect the obligations of the parties arising or existing prior to the date such notice of termination is given.

7.0 ASSIGNMENT, SUB-LETTING

7.01 The Tenant shall not during the Term assign, transfer or sublet the Leased Premises or any part thereof without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

8.0 INDEMNIFICATION

8.01 The Tenant releases and will indemnify and save harmless the City, its elected and appointed officers, employees, agents and contractors from any and all claims, causes of action, suits, damages, costs and expenses and fees for liability, whatsoever (including legal fees), which the Tenant, its elected or appointed officers, employees, agents and invitees or any of them, or anyone else may suffer, sustain, allege or incur as a result of or arising out of the use of the Leased Premises by the Tenant or by any member of the public using any building, structure or improvement, built or placed by the Tenant on the Leased Premises or the carrying on upon the Leased Premises of any activity in relation to the Tenant's use of the Leased Premises, except to the extent that same is caused or contributed by the negligence or wrongful act or omission of the City, its elected or appointed offices, employees, agents, contractors, licensees or invitees.

9.0 TENANT ALTERATIONS

9.01 The Tenant may at any time and from time to time at its expense, paint and decorate the interior of the Leased Premises, install trade fixtures and equipment, and make such changes, alterations, additions and improvements in and to the Leased Premises, all as will in the judgment of the Tenant better adapt the Leased Premises for the purposes for which the same are permitted to be used hereunder; provided, however, that no changes, alterations, additions or improvements to the structure, any perimeter wall, the Building front, the fire protection system, the heating, ventilating, air conditions, plumbing, electrical or mechanical equipment or the floor or the roof shall be made without the prior written consent of the Landlord. All changes, alterations, additions or improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations or bylaws or any municipal, provincial or other governmental authority.

9.02 The Tenant agrees that at expiration or earlier termination of this Lease all changes, alterations, additions and improvements made to or installed upon or in the Leased Premises whether made pursuant to this Article 9 or otherwise and which in any manner are attached in, to, on or under the floors, walls or ceilings other than tenant's fixtures shall remain upon and be surrendered to the Landlord with the Leased Premises as a part thereof, without disturbance, molestation or injury and shall be and become the absolute property of the Landlord without any payment or indemnity by the Landlord or any third party to the Tenant, unless the Landlord shall by notice in writing require the Tenant to

remove the same, in which event the Tenant shall restore the Leased Premises to the state in which they were prior to commencing any of the Tenant's work as permitted under Article 9.01 and shall make good any damage or injury caused to the Leased Premises or the Building resulting from such installation or removal.

9.03 The Tenant may, provided it is not in default under the Lease, remove Tenant's fixtures, provided that the Tenant shall make good any damage or injury caused to the Leased Premises or the Building resulting from such removal.

9.04 The Tenant shall not make any repairs, opening or additions to any part of the exterior of the Leased Premises, nor place any attachments, decoration, signs or displays in or upon any Common Area without the written consent of the Landlord, failing which the Tenant will be held responsible for all ensuring costs and damages whether to remove such items or to effect repairs needed as a result of such acts.

10.0 PUBLIC UTILITIES AND TAXES

10.01 The Tenant shall pay promptly for its telephone, for all business taxes, licence fees, and all other charges, taxes, licence fees and rates levied or assessed on or in respect of or in relation to the business carried on by the Tenant within the Leased Premised, or in respect of any fixtures, machinery, equipment or apparatus installed in the Leased Premises by the Tenant including Municipal Taxes on improvements made by the Tenant to the Leased Premises whether such taxes, licenses, charges or rates area charged to the Landlord or to the Tenant.

10.02 The Tenant shall pay all Municipal Taxes.

11.0 LANDLORD'S RIGHTS AND REMEDIES

11.01 If and whenever:

(a) The rent hereby reserved or any part thereof, or other sum payable by the Tenant hereunder is not paid on the day appointed for payment thereof, and remains unpaid fourteen days after written notice demanding payment was given by the Landlord to the Tenant;

(b) The Tenant is in breach of any of the covenants, agreements, provisos, conditions, rules or regulations on the part of the Tenant to be kept, observed or performed and has not cured such breach fourteen days after written notice thereof was given by the Landlord to the Tenant;

(c) The Term shall be taken in execution or attachment for any cause whatever; or

(d) A receiver of the Tenant's leasehold interest hereunder shall be appointed;

then and in every case, it shall be lawful for the Landlord at any time thereafter with or without process of law to enter into and upon the Leased Premises or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, notwithstanding anything to the contrary contained in this Lease.

11.02 If at any time any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant; or if a receiver of the Tenant's leasehold interest hereunder is appointed; or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent debts; or, if the Tenant is a corporation any order shall be made for the winding up of the Tenant; or other termination of the corporate existence of the Tenant then in any such case this Lease, shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuring three (3) months' installments of rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears then unpaid any other amount owing to the Landlord by the Tenant under reserve of and without prejudice to all other rights, remedies and resources of the Landlord and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Leased Premises and become the owner of and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding; the whole without prejudice to and under reserve of all other rights and recourse of the Landlord by claim any and all losses and damages sustained by the Landlord by reason or arising from any default of the Tenant.

11.03 If at any time and so often as the same shall happen, the Tenant shall make default in the observance or performance of any of the Tenant's covenants herein contain, then the Landlord may, but shall not be obligated so to do, without waiving or releasing the Tenant from its obligations under the terms of this lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default, and in that connection may pay such Moines as may be required or as the Landlord may reasonably deem expedient, and the Landlord may thereupon charge all Moines so paid out and expended by it to the Tenant together with interest thereon from the date upon which the Landlord shall have paid out the same at the Rate of Interest on Arrears until payment in full thereof to the Landlord, and the Tenant covenants to repay any such Moines paid out by the Landlord as aforesaid, together with interest thereon at the Rate of Interest on Arrears forthwith on demand as rent, and the Tenant hereby covenants any such monies paid out by the Landlord as aforesaid, together with interest thereon at the Rate of Interest on Arrears forthwith on demand as rent, and the Tenant hereby covenants and agrees with the Landlord that the Landlord shall have the same rights and remedies and may take the same steps for the recovery of monies as paid out by the Landlord, together with interest as

aforesaid as the Landlord could have or might have taken for the recovery of rent in arrears.

11.04 The Tenant shall pay to the Landlord interest at the Rate of Interest on Arrears on all payments of rent and other sums required to be paid to the Landlord under the provisions of this Lease from the date such money becomes payable hereunder until the Landlord is fully paid therefor.

11.05 No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.

11.06 All rights and remedies of the Landlord in this Lease contained, or conferred by statute or common law, shall be cumulative and not alternative.

12.0 OVERHOLDING TENANT

12.01 In the event the Tenant remains in possession of the Leased Premises and the Landlord accepts rent after the end of the Term and without the execution and delivery of a new lease, the Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, at a rental and otherwise upon the same terms, conditions and provisos as set forth in this Lease insofar as the same are applicable to a month to month tenancy.

13.0 QUIET ENJOYMENT

13.01 If the Tenant pays the rent hereby reserved and performs the covenants herein on its part contained, it shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under the Landlord.

14.0 LEGAL RELATIONSHIP

14.01 Nothing contained in the Lease nor in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

14.02 Subject to the provisions of the Lease respecting assignment by the Tenant, this Indenture shall enure to the benefit of and be binding upon the Landlord, its

successors and assigns and the heirs, executors, administrators and other personal legal representatives, successors and assigns of the Tenant.

15.0 NOTICE

15.01 Any notice, demand request, consent or objections required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and may be delivered personally or sent by registered mail posted in Canada, postage prepaid, addressed to the respective parties at the addresses set out above, or to such other address of which any party hereto may from time to time notify the others in writing.

15.02 The time giving or making such notice, demand, request, consent or objections shall be if delivered, when delivered, and if mailed in British Columbia, then on the third business day after the day of mailing thereof (Exclusive of Saturdays, Sundays and statutory holidays and any day on which the mail is not, because of labour dispute or otherwise, picked up, transmitted or dealt with in the locality in which the same is posted, or is not, because of labour dispute or otherwise, dealt with or delivered in the locality to which the same is addressed or is not, because of labour dispute or otherwise, transported between such localities.)

15.03 If in this Lease two or more persons are named as Tenant such notice, demand, request, consent or object shall be sufficiently given or made if and when the same shall be given to any one of such persons.

15.04 All payments required to be made by this Lease shall be addressed as provided for in this Lease Agreement unless otherwise directed by the Landlord.

16.0 GENERAL PROVISIONS

16.01 Time shall be of the essence of this Lease.

16.02 The captions appearing in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this Lease or any provisions hereof.

17.0 OPTION FOR RENEWAL

17.01 Upon the expiration of the Term granted by the Lease, and provided that the Tenant has performed all of the covenants, provisos, stipulations and terms of the Lease, and is not in default with respect to any of the terms, covenants, provisos and stipulations contained in the Lease, the Tenant shall have the right and option at its election to renew the lease for two additional terms of one (1) year each upon the same terms and conditions as are contained in the Lease, except for this Option for Renewal. The renewal options herein granted must be exercised by the Tenant giving to the Landlord written notice not later than six (6) months prior to the expiration of the present Term for the First Renewal Term

commencing June 1, 2006, and no later than 6 months prior to the expiration of the First Renewal Term for the Second Renewal Term commencing June 1, 2007, as the case may be.

AS EVIDENCE of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement of the day and year first above written.

THE COMMON SEAL OF THE REGIONAL DISTRICT OF NANAIMO was hereunto affixed in the presence of:

Joe Stanhope, Chairperson

Robert Lapham, Deputy Administrator

(SEAL)

THE COMMON SEAL OF THE CITY OF NANAIMO was hereunto affixed in the presence of:

Mayor, Gary Korpan

General Manager of Administrative Services

(SEAL)

Attachment: LD001146

SCHEDULE "A"

LEGAL DESCRIPTION

PID: 023-675-641
LOT 1 (DD EL20485), SECTION 1
NANAIMO DISTRICT PLAN 22429

Attachment: LD001146

SCHEDULE "B"

LANDS

REGIONAL DISTRICT OF NANAIMO

STAFF REPORT

TO:	Transit Select Committee	**MEETING:**	September 19, 2019
FROM:	Darren Marshall Manager, Transit Operations	**FILE:**	1470-01-EL

SUBJECT: Free Transit on Federal Election Day – October 21, 2019

RECOMMENDATION

That free transit be provided on General Voting Day for the Federal Election on October 21, 2019.

SUMMARY

BC Transit requested confirmation if the Regional District of Nanaimo (RDN) plans to offer free service for the Federal election Monday, October 21, 2019. Offering free transit makes it easier for voters to get to the polls on the general election day. Many voting locations in the RDN are on or near conventional bus routes, making election day a opportunity for riders to try transit free.

Based on the statistical fare revenue data and amount of total revenue that was lost on October 19, 2015, the cost of offering free conventional and custom transit service for future election days is approximately $5,500. By offering free transit service, all residents within the Regional District of Nanaimo will have an opportunity to reach a voter station without incurring travel expenses. Additionally, this incentive will assist in voter turnout, reduce the number of vehicles on the roadway.

BACKGROUND

In 2015 the Board decided to provide free conventional and custom transit service to the public on the Canadian Federal Election Day, which was held on Monday, October 19, 2015. Providing free transit service offered all the residents within the Regional District of Nanaimo the opportunity to reach a voter station without incurring travel expenses.

BC Transit has requested confirmation if the RDN plans to offer free service for the Federal election Monday, October 21, 2019.

There are many local governments[1] that participate in offering complimentary transit on election days; however, this is not mandated.

[1] Provincial Election: Cowichan Valley Regional District, City of Quesnel, Chilliwack, Fort St. John, Penticton. Federal Election: Victoria, Prince George, Dawson Creek, Penticton, Cowichan Valley, Williams Lake, Port Alberni, Fort St John

ALTERNATIVES

1. That free transit be provided on General Voting Day for the Federal Election on October 21, 2019.

FINANCIAL IMPLICATIONS

Conventional Transit

Transit revenue is separated into three main categories; cash fares, monthly fares, and ticket fares. Providing free transit on any one day will result in cash and ticket fares being waved, which represents approximately 30% of daily total revenue. Based on this information, the amount of conventional transit revenue lost on October 19, 2015, was approximately $4,500.

Since 2015 to 2018 the RDN Transit System has increased 10.4%. Based on this increase, the total amount of lost revenue in conventional transit for Monday, October 21, 2019, could be an estimated $5,000.

Custom Transit

The average amount of trips performed by handyDART on a typical Monday in October 2015 was 212. On October 19, 2015, the actual amount of trips handyDART performed was slightly higher at 222 trips. At $3.25 per trip, the amount of lost handyDART revenue on October 19, 2015, was $722.

It is estimated, based on the average ridership data for Monday's in October 2018 – 207 average Custom Rides at $2.50 per ride – that there will be a $518 revenue loss.

STRATEGIC PLAN IMPLICATIONS

Transportation and Transit - Provide opportunities for residents to move effectively through and around the Region.

Darren Marshall
dmarshall@rdn.bc.ca
September 13, 2019

Reviewed by:

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