



CITY OF RICHMOND

REPORT TO COMMITTEE

TO: Public Works and Transportation Committee
FROM: Jeff Day, P. Eng.
Director – Engineering
RE: 1999 Environmental Services Review and Outcomes

To PW&T - May 03, 2000
DATE: April 6, 2000
FILE: 6/125/01
1000-18-004

STAFF RECOMMENDATION

That the Mayor and Clerk be authorized to execute an agreement with Richmond Health Services for the provision of rodent and mosquito control services on City property as outlined in Attachment 2 to the staff report dated April 6, 2000.

Jeff Day, P. Eng.
Director - Engineering

Att. 2

FOR ORIGINATING DIVISION USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Development Applications	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Land Use	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Zoning	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Property Use and Administration	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Parks Design, Construction & Programs	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Law	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Budget	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

STAFF REPORT

OR/G/N

This report provides an overview of the outcomes arising from an environmental services review, undertaken during 1999. This review was prompted as the result of real and/or perceived gaps in environmental-related services which have occurred since the transition of the City's former Health Department to the new Vancouver/Richmond Health Board.

Background

In 1996, the City's Health Department was incorporated with the Vancouver/Richmond Health Board as part of the provincial strategy to regionalize health care services. In keeping with their mandate, all health care responsibilities were assumed by the new Board. However, there were a number of environmental service responsibilities which had been assumed over the years by the City's Health Department, but which were not within the mandate of the new Board. Therefore, these environmental services were addressed by:

1. incorporating some of the environmental services into the work of other City departments,
2. negotiating an agreement with the health board to provide rodent control on City property, mosquito control and contaminated soils issues support, through December 31, 1999,
3. leaving other environmental matters to be worked out at a later time.

It was intended to evaluate the impacts of this reallocation of responsibility after a period of time to determine whether, in fact, any additional actions were required. This report presents the outcomes of that evaluation. It also recommends continuation of the agreement with the Vancouver/Richmond Health Board for the provision of rodent and mosquito control services on City property.

ANALYSIS

An environmental services review was undertaken during 1999. The review took the form of a consultant evaluation followed by a comprehensive staff review. Representative involvement included staff from: Land Use, Development Applications, Zoning, Property Use, Lands & Properties, and Public Works Engineering Operations, Richmond Health Services staff were also involved. The findings were as follows:

1. The current approach to environmental issues is disjointed, uncoordinated and responsibilities are not clearly defined,
2. Professional expertise is required with respect to technical and advisory functions, and
3. The lack of an overall environmental management strategy results in an uncoordinated approach to issues and a perception that support is lacking in certain issues relating to the environment.

As a result, the following actions were undertaken:

1. A list of "**City of Richmond - Environmental Responsibilities**", outlined in Attachment 1, was prepared. This details those environmental issues which are specific and relevant to Richmond, and clarifies responsibilities for each. This list will be provided to key City staff to ensure an appropriate level of awareness throughout the organization.

This is supported by relevant documentation of **Federal and Provincial legislation**, as well as City policies and bylaws, which must be applied in relation to the delivery of environmental services. This information will be made available as reference material for staff involved in carrying out environmental services.

2. The creation of a new "**Environmental Coordinator**" position. This position, which was approved as part of the 2000 utility budget process, is intended to provide technical, advisory and overall environmental coordination support to City departments. In addition, the environmental program will be supported by consultant or contracted assistance where time constraints or the required expertise exceeds that which staff can provide.

Total funding in the amount of \$131,355 was approved for this program as is supported through a business case analysis, which was prepared as part of the review process.

3. A draft agreement has been prepared with the **Richmond Health Services Society** to continue to provide rodent and mosquito control services on City property. The annual cost to the City for this service is \$21,000. The agreement is based on annual renewal terms, each subject to an increase for inflation. The agreement is included as Attachment 2. It is recommended that the Mayor and Clerk be authorized to execute the agreement.
4. A committee was created, including representatives from Urban Development (Land Use, Zoning, Property Use, Development Applications, Parks Operations), Engineering, Public Works, and Lands & Properties. Richmond Health Services will also be invited to participate.

This committee will work in cooperation with the strategic Livability Team to develop an overall environmental management strategy for the City. After an approved strategy is in place, the committee will meet on an as-required basis to address significant Issues such as: major development applications, policy/zoning changes, evaluation and comment on the implications of any new proposed environmental legislation, etc.

It is our expectation that these steps will build a sound and coordinated approach to environmental programs management throughout the City. This is particularly important given the many disciplines impacted by environmental issues. The divisions with lead responsibility in this area are:

- Urban Development - overall responsibility for policy and planning issues as it relates to the environment, and
- Engineering & Public Works overall responsibility for technical and operational Issues

Both will work cooperatively to develop and maintain a long-range strategy ensures a sound approach to environmental program planning and management,

Additional information was prepared as part of the environmental services review. This information, as outlined below, is available for reference upon request:

1. **Summary of Environmental Practices in other Communities**
(dated November, 1999)
2. **Environmental Issues Referred after Health Board Transition** (dated March 16, 2000)
3. **Stearns & Conrad Engineers – Environmental Services Evaluation**
(dated May 25, 1999)
4. **Federal/Provincial Legislation, OCP and City Policies Relating to Environmental Issues** (dated March 16, 2000)
5. **Business Case Analysis: Environmental Programs** (dated March 8, 2000)


FINANCIAL IMPACT

Total funding in the amount of \$131,355 was approved in the Environmental Programs – 2000 utility budget and rates, to fund the Environmental Coordinator position and related consulting and contract requirements.

The annual cost of the agreement with Richmond Health Services to provide rodent and mosquito control services is \$21,000.

CONCLUSION

The actions outlined in this report are intended to provide better coordination of environmental services throughout the City. The proposed agreement with Richmond Health Services will ensure the continuity of services for rodent and mosquito control services, representing the best value to the City for delivery of this service.



Suzanne Bycraft
Manager, Environmental Programs

SJB:el

Environmental Services Review and Outcomes
City of Richmond - Environmental Responsibilities

Issue	Lead Responsibility	Contact	Support
<i>Agency Relations/Committee Involvement</i>			
YVR Environmental and Noise Committees: <ul style="list-style-type: none"> • Policy Issues • Technical 	Urban Development *Environmental Programs	Kari Huhtala	Terry Crowe
FREMP: <ul style="list-style-type: none"> • Policy Issues • Development Applications 	Urban Development Urban Development	David Brownlee Holger Burke	Terry Crowe David Brownlee
Advisory Committee on the Environment	Urban Development	Terry Crowe	
North Fraser Port Authority (Land-use planning for north and middle Fraser Arm)	Urban Development	Terry Crowe	David Brownlee
Fraser River Port Authority (Land-use planning for south Fraser Arm)	Urban Development	Terry Crowe	David Brownlee
Lower Fraser Valley Air Quality Advisory Committee	*Urban Development	Terry Crowe	Chris Dornhecker (GVRD: 436-6856)
Local Government Working Group on Climate Change	*Urban Development	Terry Crowe	Russ Haycock (GVRD: 432-6200)
Lower Mainland Environmental Managers	*Environmental Programs	Suzanne Bycraft	David Brownlee
City – Environmental Coordinating Committee	*Environmental Programs	Suzanne Bycraft	Committee
<i>Air/Odour/Soil Issues</i>			
Air Emission Permits – Review	*Environmental Programs	David Brownlee	
Odour Complaints	*Environmental Programs		GVRD
Soil Deposition/Removal in the ALR Issuance of Permits/Violations	Property Use Department	Bob Lang	Soil Conservation Act
<i>Contaminated Sites Issues</i>			
Site Profile Requests and Review (relating to land dedication)	Lands & Properties	Chris McGilvray	*Allan Clark
Investigation of contaminated sites issues related to construction work associated with development or renovations (gas stations, etc.) (through administration of the damage deposit under the Boulevard and Roadway Protection Bylaw 6366)	Engineering	Steve Ono	Suzanne Bycraft

* Responsibilities to be assumed by new position

Environmental Services Review and Outcomes
City of Richmond - Environmental Responsibilities

Issue	Lead Responsibility	Contact	Support
<i>Contaminated Sites Issues (cont'd)</i>			
Inspection and enforcement for prevention of silty or contaminated runoff and discharge of chlorinated waters resultant from construction activity	Engineering	Steve Ono	Suzanne Bycraft
Site Profile Requests and Review (subdivision or development permit & rezoning applications)	*Urban Development	Allan Clark	Suzanne Bycraft
Monitoring Soil Contamination issues on private sites, i.e. tracking system	*Urban Development	Allan Clark	Suzanne Bycraft
Storage of materials (with hazard potential) on private sites	Richmond Fire Rescue		Suzanne Bycraft
Review of potential soil contamination issues	*Environmental Programs	Suzanne Bycraft	Allan Clark
Management of contaminated sites on City property	*Manager of Lands & Properties	Chris McGilvray	Allan Clark
<i>Environmental Impact Reviews</i>			
Business Licence Applications	*Environmental Programs		David Brownlee
Development Applications	Urban Development	Holger Burke	
Zoning/Land Use Issues	Urban Development	Holger Burke	
Building Permits	*Urban Development	Rick Bortolussi	David Brownlee
Demolition Permits	*Urban Development	Allan Clark	David Brownlee
<i>Environmentally Sensitive Areas</i>			
Study and Data Base Management	Urban Development	David Brownlee	Alex Jamieson
Protection, Maintenance and Restoration of streams and foreshore areas	Urban Development	David Brownlee	Paul Kendrick
Maintenance and stewardship programs ¹	Parks Operations	Gord Barstow	Alex Jamieson
¹ Need to address skill set and training requirements			
<i>General Environmental Issues</i>			
Mayor's Environmental Achievement Awards	Urban Development	Terry Crowe	*Suzanne Bycraft
State of the Environment Reporting and Follow-Up	Urban Development	David Brownlee	*Terry Crowe
Fish/Wildlife Legislative Review	Urban Development	David Brownlee	
Legislative Review of Stream-Related Issues	Urban Development	David Brownlee	
Preferred species as it relates to ESA's	Urban Development	David Brownlee	Alex Jamieson

* Responsibilities to be assumed by new position

Environmental Services Review and Outcomes
City of Richmond - Environmental Responsibilities

Issue	Lead Responsibility	Contact	Support
General Environmental Issues (cont'd)			
Tree Preservation Issues: <ul style="list-style-type: none"> • Heritage • Trees on City property • Tree selection on capital const. projects • Trees in Parks • Trees on private property (D/P issue) 	Urban Development Engineering/Inspections Engineering Parks Operations Urban Development	Jenny Baron Rob Filing Steve Ono Yvonne Stich Alex Jamieson	Bylaw Enforcement for all areas, as required
Environmental Management Plan	Environmental Programs/ Urban Development	Suzanne Bycraft Terry Crowe	ACE Environmental Coordinating Committee
Public Education/Community Outreach Programs	Urban Development/ Environmental Programs	Terry Crowe Suzanne Bycraft	ACE (SOE) Other Departments
Heritage/Archaeological Reviews	Urban Development	Terry Crowe	
Noise Complaints			
Inspection and enforcement of noise complaints resultant from construction activity	Engineering	Steve Ono	
Barking Dogs	SPCA (under contract)	General Information Line: 277-6212	Sandra Tokarczyk (administers SPCA contract)
Party Noises	Bylaw Enforcement	Property Use – General Line: 276-4345	RCMP (after hours)
Repetitive Mechanical Construction: car/house alarms, airport noise, train noise, motor noise, i.e. car motors, swimming pool pumps, etc.	Richmond Health Services	233-3147 233-3175 (fax)	Bylaw Enforcement (for prosecution)
Pollution Control			
Reports and complaints regarding discharge of materials to the storm sewer	*Environmental Programs	Suzanne Bycraft	Storm Sewer Department/ Property Use (for prosecution)
Reports and complaints regarding special waste handling issues on private property	*Environmental Programs	Suzanne Bycraft	Fire Department
Screening and processing of: <ul style="list-style-type: none"> • wastewater discharge requests • drainage discharge requests • construction/groundwater discharge requests for dewatering 	Engineering	Steve Ono	*Suzanne Bycraft

* Responsibilities to be assumed by new position

Environmental Services Review and Outcomes
City of Richmond - Environmental Responsibilities

Issue	Lead Responsibility	Contact	Support
<i>Pollution Control (cont'd)</i>			
Control of non-point source pollution and water quality impacts (development/farm runoff, etc.)	*Engineering		Suzanne Bycraft
Permits/Approvals for Drainage System Maintenance	*Engineering		Works Yard
<i>Solid Waste & Recycling</i>			
Solid waste and recycling programs	Environmental Programs	Suzanne Bycraft	GVRD
Private waste/recycling facilities: application reviews	Environmental Programs	Suzanne Bycraft	Other Departments
<i>Special Waste Issues/Spill Response</i>			
Spills – initial response, containment and preliminary clean-up	Richmond Fire Rescue	Fire Dispatch – 278-5131	Suzanne Bycraft
Follow up regarding further clean-up and disposal of special waste products/ contaminated sites issues resulting from a spill or fire	*Environmental Programs	Suzanne Bycraft	
Clean-up of spills to storm sewer or other City property where there is no immediate safety threat	Public Works	Storm Sewer – Roads & Construction Services	Suzanne Bycraft
Chemicals Storage/Handling Permits/ Control	Richmond Fire Rescue		
Abandoned Special Waste Materials	*Environmental Programs	Suzanne Bycraft	
<i>Vector Control</i>			
Rodent Control on City Property	Richmond Health Services (under contract)	233-3147 233-3175 (fax)	Suzanne Bycraft (administers contract)
Rodent Control on Private Property	Responsibility of owner, who may contract privately with Richmond Health Services	233-3147 233-3175 (fax)	
Mosquito Control	Richmond Health Services (under contract)	233-3147 233-3175 (fax)	Suzanne Bycraft (administers contract)
<i>Water Use</i>			
Complaints regarding water use (water restriction violations)	Water Services Department	General Information Line: 276-4355	Bylaw Enforcement
Applications/Permits for Water Use (information recorded on central spreadsheet)	Front of House: Permits Section	276-4000	Water Services (Wendy Johnson), 244-1277
General Information and Inquiry	Water Services	General Information Line: 276-4355	Water Services (Wendy Johnson), 244-1277

** Responsibilities to be assumed by new position*

Environmental Services Review and Outcomes
City of Richmond - Environmental Responsibilities

Issue	Lead Responsibility	Contact	Support
<i>Water Use (cont'd)</i>			
Water Quality Testing/Sampling/Complaints	Water Services	Dick Laidlaw – 270-8721, Local 1338	Water Services (Steve McClurg) Richmond Health Services (for complaints)
<i>Weed Control</i>			
Complaints	Property Use Department	Property Use – General Line: 276-4345	
Pesticide Notification Bylaw	Richmond Health Services	233-3147 233-3175 (fax)	

** Responsibilities to be assumed by new position*

THIS AGREEMENT dated the _____ day of _____, 2000, at the City of Richmond, in the Province of British Columbia

BETWEEN:

THE CITY OF RICHMOND
7577 Elmbridge Way
Richmond, B.C.
V6X 2Z8

(hereinafter referred to as the "City")

AND:

Richmond Health Services Society
7000 Westminster Highway
Richmond, B.C.
V6X 1A2

(hereinafter referred to as the "Society")

In consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree as follows:

1. **DUTIES**

The Society shall provide the following services:

- **Rodent Control Program**

The Society will undertake a comprehensive rodent control program on City property. This involves surveying potential rodent infested areas including ditches, rights-of-way, vacant city property, leased city property, city parks and dykes. Appropriate control measures will be undertaken including, but not limited to, rodent harbourage reduction/elimination, recommending rodent proofing of buildings and structures, and carrying out a rodent elimination program using trapping/bait placement. In relation to buildings and structures, control measures undertaken by the Society will be limited to exterior activities. The Society will identify, advise and assist concerning appropriate interior control measures.

The Society agrees to maintain their certification in the appropriate categories as required by the Ministry of Environment, Pesticide Control Branch, including all certification and permits required by the City to carry out a rodent control program. Further, the Society commits to maintain their knowledge base in this area to ensure the most efficient integrated pest management techniques available are used. The Society assumes responsibility for all costs associated with rodenticide used when carrying out programs on city property.

Complaints regarding rodents on city property will be addressed by the Society within a maximum of one week from receipt.

- **Mosquito Control Program**

The Society will undertake a comprehensive mosquito control program on City property. This program involves monitoring, on a regular basis, the Sturgeon Banks area from Garry Point to Terra Nova for the presence of the saltwater mosquito, *aedes dorsalis*. The Society will undertake to provide the public with educational material and information to reduce the impact of mosquito infestations in their neighbourhoods and methods to deal with these types of situations. Upon discovering larvae concentrations such that larvicide treatment is required, the Society will undertake this work in an environmentally-sensitive manner.

The Society agrees to maintain their certification in the appropriate categories as required by the Ministry of Environment, Pesticide Control Branch, including all certification and permits required by the City to carry out a mosquito control program. Further, the Society commits to maintain their knowledge base in this area to ensure the most efficient integrated pest management techniques available are used. The Society assumes responsibility for all costs associated with any larvaecide material used when carrying out this program.

Complaints regarding mosquito infestations will be addressed by the Society within two days from receipt.

- **Enforcement of Bylaws and Policies**

The Society further agrees to enforce those city bylaws and policies, or sections thereof, wherein the Medical Health Officer is named.

2. **TERM**

(a) It is understood and agreed that the terms and conditions set out herein are to cover the period commencing the date of this agreement and ending on March 31, 2001 (hereinafter called the "expiration date").

This agreement will be automatically renewed on the expiration date unless 90 days written notice is given to either party to terminate the agreement. Unless a notice of termination is received by either party, this agreement will be binding and in force for both parties.

The City agrees to pay to the Society on each subsequent renewal date an additional sum which is equivalent to the Consumer Price Index for Vancouver for the period commencing January 1st and ending on December 31st of the prior year.

(b) Notwithstanding any other provisions of these Terms, either party may terminate the Agreement at any time upon 60 days written notice delivered to the Parties at the addresses shown on the first page of these Terms, or at such shorter time and in such a manner as may be agreed upon by the Parties.

3. ENTIRE CONTRACT

These Terms contain the entire contractual understanding between the parties and any amendments hereto, except for addition to and variation of the duties pursuant to paragraph 1, may be made only by written agreement signed by the parties hereto.

4. COMPENSATION

The City will pay to the Society, in full payment and reimbursement for providing the services incurred in connection therewith, \$21,000 on or before April 30th of each year. The Society will accept such fees as full payment and reimbursement as aforesaid.

5. ACCESS TO INFORMATION

The parties hereby agree to use their best efforts to make suitable arrangements for access to the following City systems by the Society:

- Property Management System
- Business License System
- Geographic Information System
- Bulletin Board System

Access problems will be reported by the Society to their Information Systems Help Desk, who will then contact the City for support as required. The Information Technology Department will serve as the City contact.

Access to these City systems is provided for the mutual benefit of the Society and the City in support of bylaw enforcement activities, business license validation, zoning and building permit information and similar activities on a referral basis to the City.

6. VEHICLE MAINTENANCE

The Society may use the City's vehicle maintenance and fueling services on a cost recovery basis for a maximum of 3 vehicles.

7. COURIER SERVICES

The City's internal courier service will be available to the Society for delivery of correspondence and other materials within the Greater Vancouver area.

8. INDEPENDENT CONSULTANT

The Society will act as an independent Consultant and not the servant, employee or agent of the City. Notwithstanding the foregoing, the Society shall conduct themselves professionally and with integrity as to not embarrass or discredit the City throughout the performance of the work pursuant to this agreement.

9. ASSIGNMENT AND SUBCONTRACTING

The Society will not without the prior written consent of the City:

- (a) assign, either directly or indirectly, any right of the Society; or
- (b) sub-contract any obligation of the Society.

No sub-contract entered into by the Society will relieve the Society from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

10. REPRESENTATION

The parties hereto agree that for all purposes hereunder the City shall be represented by Suzanne Bycraft of the Environmental Programs Department, or Designate.

11. LAW

Any Agreement entered into shall be governed by and construed in accordance with the Laws of the Province of British Columbia.

12. EXEMPTION FROM LIABILITY

The City will indemnify and hold the Society and its employees, servants, and agents harmless from any and all claims, losses, costs, damages, expenses, including legal fees on a solicitor and own client basis (hereinafter collectively referred to as "claims") arising out of or in connection with activities associated with the enforcement of City bylaws and associated with the provisions of the services listed above. The Society shall forthwith after receipt of knowledge of a potential claim, or suit, deliver to the City full particulars thereof and the parties shall assist each other in the defence of any claim.

13. APPROVALS

The Society shall coordinate the work and obtain approvals from all jurisdictional authorities.

14. RELATED COMPANIES

The Society shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Society to the City under this agreement and the obligations of the Society to such other person, firm or corporation.

15. NOTICES

Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties who on the first page of this Agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

16. FEMININE/MASCULINE

Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

17. CONFIDENTIALITY

The Society shall not disclose any information provided by the City specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City, except as required pursuant to the Freedom of Information and Protection of Privacy Act of BC, or as required by law. All information provided to the Society or developed by the Society pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Society acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

IN WITNESS WHEREOF each of the parties have executed this Agreement on the date set out above.

The seal of the)	
CITY OF RICHMOND)	
was hereto affixed in the presence of:)	
)	(seal)
_____)	
Greg Halsey-Brandt)	
Mayor)	
)	
_____)	
J. Richard McKenna)	
City Clerk)	

RICHMOND HEALTH SERVICES)
SOCIETY:)
)
)
_____)
Authorized Signatory)