

REGIONAL DISTRICT OF NANAIMO
CORPORATE & COMMUNITY SERVICES COMMITTEE MEETING
TUESDAY, MARCH 6, 2001
7:30 PM

(Nanaimo City Council Chambers)

A G E N D A

PAGES

CALL TO ORDER

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IN CAMERA

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REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE CORPORATE & COMMUNITY SERVICES
COMMITTEE MEETING HELD ON TUESDAY, FEBRUARY 6, 2001,
AT 7:30 P.M., IN THE CITY OF NANAIMO COUNCIL CHAMBERS,
455 WALLACE STREET, NANAIMO, B.C.**

Present:

Director J. Stanhope	Chairperson
Director L. Elliott	Electoral Area A
Director B. Sperling	Electoral Area B
Director E. Hamilton	Electoral Area C
Alternate	
Director R. Jepson	Electoral Area D
Director G. Holme	Electoral Area E
Director J. McLean	Electoral Area F
Director R. Quittenton	Electoral Area H
Director J. Macdonald	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Alternate	
Director T. Beech	City of Nanaimo
Director D. Rispin	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director B. Holdom	City of Nanaimo

Also in Attendance:

K. Daniels	Chief Administrative Officer
N. Connelly	General Manager, Community Services
C. Mason	General Manager, Corporate Services
N. Tonn	Recording Secretary

ELECTION OF DEPUTY CHAIRPERSON

The Chairperson called for nominations for the position of Deputy Chairperson for the year 2001.

Director Holme nominated Director Macdonald.

Director Elliott nominated Director McNabb.

Director McLean nominated Director Quittenton.

There being no further nominations, a vote was conducted and the Chairperson declared Director Macdonald Deputy Chairperson of the Corporate and Community Services Committee for 2001.

DELEGATIONS

Frank Collins, re Crime Prevention Function.

Mr. Collins presented an overview of the Arrowsmith Restorative Justice Society and requested the Board's moral and financial support.

MOVED Director McLean, SECONDED Director Westbrook, that the delegation be received.

CARRIED

MINUTES

MOVED Director McNabb, SECONDED Director Westbrook, that the minutes of the regular Corporate & Community Services Committee meeting held on Tuesday, December 5, 2000 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Brenda Jager, re Resignation from Gabriola Island Parks and Recreation Commission.

MOVED Director McNabb, SECONDED Director Sperling, that the correspondence received from Brenda Jager with respect to her resignation from the Gabriola Island Parks and Recreation Commission, be received for information.

CARRIED

ADMINISTRATION

Agenda Distribution Policy.

MOVED Director Holme, SECONDED Director Holdom,:

1. That amended Policy No. A1.2 be adopted.
2. That "Regional District of Nanaimo Fees and Charges Amendment Bylaw No. 944.02, 2001" be introduced and read three times.
3. That "Regional District of Nanaimo Fees and Charges Amendment Bylaw No. 944.02, 2001" be adopted.

CARRIED

Crime Prevention Function.

MOVED Director Westbrook, SECONDED Director Macdonald,:

1. That the Board establish a regional community policing function to provide on going funding to community policing organizations in Electoral Areas A, B, C, D, E, F, G & H.
2. That "Regional District of Nanaimo Crime Prevention Establishment Bylaw No. 1233, 2001" be introduced and read three times, be forwarded to the Inspector of Municipalities for approval, and proceed to counter petition to obtain elector consent.

CARRIED

MOVED Director McLean, SECONDED Director Jepson, that staff be directed to draft separate crime prevention establishment bylaws for each Electoral Area which would provide for approval by process of counter petition or referendum.

CARRIED

The Chairperson noted that the last motion was out of order as it conflicts with the previously adopted resolution.

MOVED Director McLean, SECONDED Director Hamilton, that the first motion be reconsidered.

DEFEATED

MOVED Director Quittenton, SECONDED Director Westbrook, that an invitation be sent to the RCMP Parksville Qualicum Detachment to appear before the Board and advise the RDN on the advantages and disadvantages of their crime prevention program.

CARRIED

Emergency Management Agreement.

MOVED Director Macdonald, SECONDED Director McNabb, that the Board of the Regional District of Nanaimo and the Councils of the City of Nanaimo, the City of Parksville and the Town of Qualicum Beach enter into the Emergency Management Agreement.

CARRIED

Gabriola Island Parks and Recreation Commission – Amendment Bylaw No. 1208.01.

MOVED Director Sperling, SECONDED Director McNabb,:

1. That the “Gabriola Island Parks and Recreation Commission Amendment Bylaw No. 1208.01, 2001” be introduced and given three readings.
2. That the “Gabriola Island Parks and Recreation Commission Amendment Bylaw No. 1208.01, 2001” having received three readings, be adopted.

CARRIED

FINANCE

Year 2001 Parcel Tax Rolls.

MOVED Director McNabb, SECONDED Director Macdonald,:

1. That “Regional District of Nanaimo Assessment Roll Preparation Bylaw No. 1232, 2001” be introduced for first three readings.
2. That “Regional District of Nanaimo Assessment Roll Preparation Bylaw No. 1232, 2001”, having received three readings, be adopted and forwarded to the Surveyor of Taxes.

CARRIED

HOSPITAL

Request for Cost Sharing – NRGH – Ultrasound Equipment.

MOVED Director Holme, SECONDED Director Westbrook,:

1. That the CVIHR be advised that the Nanaimo Regional Hospital District is prepared to cost share in the purchase by using funds from the 2001 budget approval of \$1,380,000.
2. That correspondence be forwarded to the Minister of Health, the CVIHR and all other Regional Hospital Districts outlining our concerns that cost sharing formulas and cost sharing requirements have not been reconsidered in light of the reinstated health care funding the Province is receiving from the Federal government.

CARRIED

RECREATION AND PARKS

Little Qualicum River Watershed Assessment.

MOVED Director Holme, SECONDED Director Quittenton, that the staff report on a watershed assessment for the Little Qualicum River be received for information.

CARRIED

TRANSIT

Transit Business Plan Update – Terms of Reference.

MOVED Director Holdom, SECONDED Director McNabb, that the Transit Business Plan Update for the Regional District of Nanaimo Terms of Reference be approved.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

MOVED Director Quittenton, SECONDED Director Macdonald, that the minutes of the District 69 Recreation Commission meeting held January 18, 2001, be received for information.

CARRIED

Director Holme noted that the Commission may not understand that arenas, pools and recreation programs are already within their mandate and that regional parks and trails and community parks in electoral areas are funded by different participants than are currently sitting on the Recreation Commission. It would therefore be inappropriate to include all the functions listed within their mandate.

MOVED Director Holme, SECONDED Director McLean, that the District 69 Recreation Commission's recommendation to the Board of the Regional District of Nanaimo that all recreation functions of the Regional District of Nanaimo that impinge on District 69 be included in the mandate of the District 69 Recreation Commission: Arena, Parks – Regional Parks in District 69 and Electoral Area Parks, Recreation and Greenspaces Advisory Committees, Pool, Recreation Programs and Trails in District 69, be received for information and that staff and the Board representative clarify these points with the Commission at their next meeting.

CARRIED

Gabriola Island Parks and Recreation Commission.

MOVED Director Sperling, SECONDED Director McNabb, that the minutes of the Gabriola Island Parks and Recreation Commission meeting held January 22, 2001 be received for information.

CARRIED

ADJOURNMENT

MOVED Director Holme, SECONDED Director Rispin, that this meeting terminate.

CARRIED

TIME: 8:21 P. M.

CHAIRPERSON

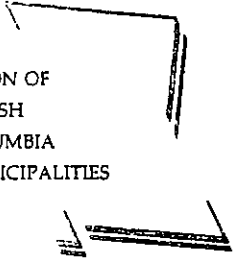
IMPORTANT NOTICE - UBCM RESOLUTIONS

TO: UBCM MEMBERS

FROM: Richard Taylor, Executive Director

DATE: February 6, 2001

RE: 2001 RESOLUTION PROCESS



UNION OF
BRITISH
COLUMBIA
MUNICIPALITIES

Suite 15
10551 Shellbridge Way
Richmond
British Columbia
Canada V6X 2W9
(604) 270-8226
Fax (604) 270-9116
ubcm@civicnet.gov.bc.ca

This memo is designed to assist you in preparing your resolutions and to clarify the procedures employed by the UBCM Resolutions Committee in categorizing resolutions for the UBCM Convention. We urge all elected officials and staff to read the following information.

The Resolutions Committee met on January 25 and reviewed the various comments and concerns received from the membership. You have been heard and we are taking action. The objective for the Resolutions Committee is to consider ALL resolutions at the 2001 Convention. In order to achieve that objective the following strategy and recommendations have been endorsed.

Strategy:

- Ensure there is adequate time for resolutions.
- Disciplined scheduling by all Executive chairs (to cut-off times) for speeches and policy papers.
- Firm chairing – adhere to rules on repetitive speakers.
- Clearer more concise communications to delegates on procedures.

Recommendations:

- That the Resolutions Committee request the Convention Committee to consider allocating an additional 30 minutes for resolutions / policy paper discussion to ensure there is adequate time for all policy matters.
- That the introductory resolutions session, which outlines the resolutions process, be streamlined to provide more time to debate resolutions.
- That session Chairs ensure that speakers are aware of, and adhere to, their allocated time and be firm when enforcing the rules on repetitive debate.
- That prior to Convention, a memo be sent to all members with a copy of the Conference Rules and Procedures for Handling Resolutions indicating that these are the rules and request that all delegates read them prior to attending the Convention.
- That the Committee consider more technological improvements (i.e., visual support for policy papers) but that these improvements not be to the detriment of the flow of the resolution sessions.
- That a minor amendment be made to s. 41. of the Conference Rules and Procedures for Handling Resolutions so the section now reads:
"All resolutions originating at a Convention workshop or seminar (i.e., workshops, Tuesday Forums, etc.) that is not held as a regular plenary session shall be referred to the Executive unless handled pursuant to Step 39 or 40."

PROCEDURES FOR SUBMITTING RESOLUTIONS TO UBCM

1. DEADLINE FOR RESOLUTIONS

All resolutions must be received in the UBCM office by:

June 30th, 2001

[The deadline is set by UBCM Bylaws - s. 14(a)]

2. SUBMISSION TO AREA ASSOCIATIONS

UBCM encourages all members to submit their resolutions to their respective Area Association for consideration. The Resolutions Book will indicate whether or not the resolution has been endorsed, not endorsed or not presented to the Area Association.

3. SUBMISSION REQUIREMENTS

Resolutions submitted to the UBCM for consideration shall be submitted as follows:

- one copy of the resolution;
- the resolution should not contain more than **TWO** recital ("whereas") clauses;
- background documentation must accompany each resolution submitted, explaining the nature of the problem or concern.

Sponsors should be prepared to speak to their resolutions on the Convention floor (as the resolutions will not be "read" to the delegates by the Resolutions Committee). Resolutions should address topics that are of local government concern province-wide.

NOTE: THE UBCM MUST RECEIVE A HARD COPY OF ALL RESOLUTIONS, PREVIOUSLY FAXED, TO THE UBCM OFFICE FOR CONSIDERATION BY THE DEADLINE DATE FOR RESOLUTIONS - JUNE 30TH.

4. RESOLUTIONS COMMITTEE CONSIDERATION

UBCM policy provides for the separation of resolutions into **three** sections. The following guidelines shall be used in determining the appropriate section a resolution shall be placed in:

- a. **SECTION A** shall contain resolutions of importance to local government that have not previously been debated at the Convention.
- b. **SECTION B** shall be divided into two parts :
 - Part I - Resolutions to be Considered as a Block
These resolutions include:
 - previously considered and endorsed resolutions;
 - resolutions in keeping with the UBCM policy; or
 - other major previously approved policy papers/documents.
 - Part II - Resolutions For Individual Consideration
These resolutions will include:
 - resolutions on topics not previously considered
 - previously considered but **not** endorsed resolutions;
 - topics of local or regional significance;

- topics of national significance and recommended, as appropriate, for consideration by FCM.

Resolutions under Part II that have not been debated by the Convention will be submitted to the Executive for appropriate action [note that the recommendation is printed in the Resolutions Book] and the sponsors advised of the Executive action.

SECTION B resolutions will only be considered after all **SECTION A** resolutions have been completed.

SECTION B resolutions will be dealt with on the Convention floor in the order in which they appear in the Resolutions Book.

- c. **SECTION C** shall contain resolutions that have been consolidated or grouped with other resolutions under **SECTIONS A or B**. Therefore, C resolutions will not be discussed on the floor of the Convention. C resolutions that have been referred to Regional District Day and the Small Talk Forum come forward to the floor of the Convention on Friday and the full membership has an opportunity to consider their recommendations.
- d. The Resolutions Committee shall combine resolutions on similar or related topics wherever possible. This is often done in the form of policy papers. For example, Section C resolutions pertaining to the same topic area are often incorporated into a policy paper or report that will be discussed at the Convention. (ie. *Environment Action Plan*).

5. RESOLUTIONS RECEIVED AFTER THE DEADLINE

Resolutions received after June 30th are not printed in the Resolutions Book and can only be admitted for debate by special motion during the Convention. The criteria for determining what is deemed to be an emergency can be found under item c (as listed below).

- a. Resolutions submitted following the expiry of the regular deadline shall comply with all other submission requirements and be forwarded to the UBCM by the Friday noon preceding the date of the Annual Conference.
- b. Resolutions received after the June 30th deadline shall be examined by the Resolutions Committee and shall be separated into the following categories:
 - **Emergency** resolutions recommended to be placed before the Convention for Plenary discussion.
 - **Late Resolutions** not recommended to be admitted for Plenary discussion.
- c. **Emergency** resolutions are deemed appropriate for discussion only if the topic is such that it has arisen since the regular deadline date for submission of resolutions.
- d. **Emergency** resolutions shall be available for discussion after all **SECTION A** resolutions printed in the Resolutions Book have been debated but not before the time printed in the Convention Program.

6. RESOLUTIONS PROCEDURES

The membership adopted a number of amendments to improve the resolutions sessions and increase the time available for debate. These procedures will continue in 2001:

1. The process for introducing 'B' resolutions will not require each individual resolution to be moved and seconded for introduction to the floor. 'B' resolutions will be introduced as a block to the floor and then discussion will commence on each of the resolutions.
 - *This procedure increases the time available for debate by removing the requirement to have each 'B' resolution moved for consideration.*
2. A category of "emergency" resolutions has been established. **Emergency** resolutions would only include issues that have emerged after the June 30th deadline and would be recommended to be admitted for debate. Late resolutions not classified as **emergency** (therefore not admitted for debate) would be carried over to next year, and would be referred to the Area Associations for a recommendation.
 - *By creating this category of "emergency" resolutions the membership is made aware that only resolutions of urgency are deemed appropriate for debate. Also, by referring late resolutions that are not classified as emergency to the next year's Convention, members are ensured that these issues are not lost. They will also be forwarded to the relevant Area Association for consideration to ensure the broader membership has an opportunity to make a recommendation on the resolution.*
3. Previously considered and endorsed "B" resolutions are placed into a separate block and moved as a block to avoid repetitive debate on issues that continue to be brought forward and endorsed each year. The Chair will allow exemptions so individual resolutions can be withdrawn from the block for discussion.
 - *This procedure for categorizing 'B' resolution should alleviate much of the repetitive debate that takes place each year on resolutions that are already part of established UBCM policy.*

7. OTHER MATTERS AFFECTING RESOLUTIONS HANDLING

The Resolutions Committee has indicated that:

- it will continue colour coding the covers of policy documents to assist members in identifying which policy matters are being dealt with at different times during the Convention;
- it will be very strict in adhering to the guidelines and will make every effort to ensure that sponsors' resolutions are clear and concise.
- it will endeavour to consider all resolutions submitted (as per guidelines) during the time allocated at the 2001 Convention (see page 1 reference to January 25, 2001 Executive meeting decisions).

Members should be aware that the above policies are not exhaustive but are in addition to the UBCM Bylaws and to the "Conference Rules and Procedures for Handling of Resolutions" that are adopted each year by the Convention.

8. ATTACHMENTS

- 1) Model Resolution
- 2) Guidelines for preparing resolutions to be presented at the UBCM Convention.

MODEL RESOLUTION

SHORT TITLE

Sponsor's Name

WHEREAS ;

AND WHEREAS :

THEREFORE BE IT RESOLVED that

(Note: A second "operative" clause, if it is absolutely required, should start as follows:

AND BE IT FURTHER RESOLVED that

GUIDELINES ON PREPARING RESOLUTIONS FOR UBCM

INTRODUCTION

Outlined below are guidelines to be used in the preparation of a resolution to the UBCM.

THE CONSTRUCTION OF A RESOLUTION

All resolutions contain a preamble and operative clause. The **preamble** *describes the issue* and the **operative** clause *outlines the action* being requested. The resolution should answer the following three questions:

- What's the problem?
- What's causing the problem?
- What's the best way to solve the problem?

Preamble:

The preamble commences with a recital, "WHEREAS" clause. Each clause is a separate but concise paragraph providing information as to the nature of the problem or the reason for the request. The preamble should not contain more than two "WHEREAS" clauses.

The preliminary clauses should clearly and briefly set out the reasons for the resolution. If the sponsor believes that the rationale cannot be explained in a few preliminary clauses, the problem should be more fully stated in supporting documentation.

Operative clause:

The "operative clause" begins with the words "THEREFORE BE IT RESOLVED". This clause should be as short as possible and it must clearly describe the action being requested.

The operative clause of the resolution must clearly set out its intent, stating a specific proposal for action by the UBCM. The wording should leave no doubt as to the action being requested and be appropriate to the problem outlined in the preamble.

HOW TO DRAFT A RESOLUTION FOR UBCM

1. ***The language of a resolution should be simple, action oriented and free of ambiguous terms.***

A resolution that contains well-chosen words will receive the greatest understanding and will, most likely, succeed in achieving its goal.

2. ***Each resolution should embody only one single specific subject.***

Since your community seeks to influence attitudes and actions, the resolution should directly state the desired action. Persuasive communication is unlikely if the audience does not have a clear idea of what action is being requested.

3. ***Council or Board resolutions submitted to UBCM should be accompanied by factual information.***

Even the most perfectly constructed resolution, at times, fails to clearly indicate the intent of the action being requested. Where possible a resolution should be accompanied by background information to ensure that the "intent" of the resolution is understood.

Two methods to enhance the clarification of the "intent" of the resolution are:

i. **Supplementary Information:**

The inclusion of a short memo (two paragraphs) from the author, which puts into perspective the background that gave rise to the presentation and eventual adoption of the resolution by local government.

- ii. If a report on the subject matter was presented to council/board in conjunction with the resolution, then a copy of the report should accompany the resolution. If it is not possible to send an entire report, then the essential background information should be extracted and sent with the resolution.

Resolutions submitted without adequate background documentation/ information may delay consideration of the resolution until the sponsor has been consulted and material provided outlining the intent of the resolution.

4. *Resolutions should be properly titled.*

A title will assist in identifying the intent of the resolution and, furthermore, eliminate the possibility of misinterpretation.

A title is usually determined from the "operative clause" of the resolution. For ease of printing in the "Resolutions Book" and for clarity of intent, a title should not comprise more than three or four words.

5. *Resolutions should contain accurate legislative references.*

The local government who is sponsoring the resolution should ensure that the jurisdictional responsibility has been correctly identified (e.g. ministry or department within the federal or provincial governments).

When references are made within a resolution to particular legislation and responsible ministry, the local government should ensure that the correct Act has been identified.

6. *Resolutions should deal with issues that are province-wide.*

It is important to ensure that the issue identified in the resolution is relevant to other local governments across the province. This will provide for proper debate on the issue and assist UBCM in effectively representing your concern to the provincial/federal government on behalf of all BC municipalities and regional districts.



**REGIONAL
DISTRICT
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO			
MAR 1 2001			
CHAIR		GMCrs	
CAO		GMDS	
GMCms		GMES	
		DATE:	
		FILE:	

MEMORANDUM

TO: K. Daniels
Chief Administrative Officer

DATE:

March 1, 2001

FROM: C. Mason
General Manager, Corporate Services

FILE:

SUBJECT: Regional Services Review Agreements & Open House Feedback

PURPOSE:

To consider the comments submitted from the open houses and to consider the service agreements, prepared in conjunction with the Regional Service Review bylaws, which set out the terms and conditions for providing recreation, sports field and regional park services between the three Municipalities and the Regional District

BACKGROUND:

At the January 9, 2001 Board meeting the Board gave first three readings to bylaws which required amendment in order to implement the recommendations of the Regional Services Review. These bylaws have been forwarded to the Inspector of Municipalities for approval and to participant municipalities for consent and will be returned to the March 13th Board meeting to consider adoption. In conjunction with the preparation of these bylaws, a newsletter was sent to every household and six open houses were held in Electoral Areas A, B, D, E, F and G. The results of the open houses are shown below. An overview of the Service Agreements is also presented for the Board's consideration.

Open House Feedback

In total, approximately 100 residents attended open houses, primarily in Electoral Areas A, B and F. Only 9 people in total attended open houses in Electoral Areas D, E and G. Comment sheets were received from 21 individuals:

- Electoral Area A 5
- Electoral Area B 11
- Electoral Area D 0
- Electoral Area E 1
- Electoral Area F 3
- Electoral Area G 1

A summary of the written comments received, broken down both by function and by open house, is attached for information. Based on the comments received, reaction was varied regarding the proposed amendments. Some wanted increased service, such as expanded HandyDart in Electoral Area A and Transit in Electoral Area B while others wanted more of a 'user pay' approach such as with Septage and Sports Fields. Comments from Electoral Area B appeared to generally support returning to the Southern Community Recreation Function. Additional information has been published in the local newspaper in Electoral Area B explaining in more detail the implications of returning to this function. Some comments received from Electoral Area A suggest that, as part of the Southern Community Recreation Function,

specific 'outreach' programming should be offered within the Electoral Areas in addition to within the City of Nanaimo. Most comments received on Regional Parks appeared to support the function, although some residents did not understand why the requisition has been reduced for 2001.

Service Agreements

Three Service Agreements have been drafted in consultation with the Regional District Solicitor and with the participant Municipalities which establish the terms and conditions for cost sharing on Sports Fields, Southern Community Recreation and Regional Parks. They are:

- District 68 Sports Field & Recreation Services Agreement
- District 69 Sports Field Services Agreement
- Regional Parks Services Agreement

Each Agreement has been drafted in a similar format to ensure consistency and to ensure that each meets the principles set out by the Board. The requirement for a survey to be undertaken every three years is included in the D68 Sports Field & Recreation Services Agreement and D69 Sports Field Services Agreement. In addition, language is included that describes how cost sharing will be determined on an annual basis for the Cost of Operation and Maintenance of these functions. The Regional Parks Agreement references that cost sharing will be based on the most recent census information.

ALTERNATIVES:

1. Approve the Service Agreements as presented.
2. Approve the Service Agreements as amended by the Board.
3. Do not approve the Service Agreements at this time.

FINANCIAL IMPLICATIONS:

With respect to Alternative #1, the cost implications for 2001 are as presented to the Board in January and as presented at the open houses and in the Regional Perspectives Newsletter. The tax impact varies amongst the Electoral Areas with the highest being in Electoral Area D, with a cost increase of 4.7%, representing an increase of approximately \$7.50 on a \$100,000 home, and the lowest being in Electoral Area C with a reduction of 19%, representing a decrease of \$19.60 on a \$100,000. As shown previously, the three municipalities will all see overall reductions in their tax requisitions as a result of implementing the Regional Service Review bylaws and agreements.

The Board may wish to make recommendations to amend language or the term in the service agreement. However, such amendments should not affect the financial implications of the services.

If the Board does not support approving the Agreements, it will need to direct staff on how it wishes to proceed with the Regional Services Review.

CONCLUSIONS:

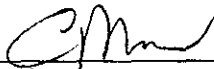
Open Houses were held throughout the Regional District in early February 2001 to provide additional information on the Regional Service Review proposed amendments, to answer residents' questions, and to solicit ideas from the public on how the proposal could be amended to provide a more fair and equitable cost sharing arrangement than the one presented.

Written feedback from the open houses is attached for information. Most feedback appeared generally supportive, though some residents wished either more service – such as HandyDart, Transit and Recreation Programming – while others wanted it to be ‘user pay’ driven so that only those receiving service were paying for it. Almost 80% of those attending the open houses did not submit comment sheets. It is staff’s opinion that many of those individuals not submitting comment sheets appeared to generally support the proposed amendments to the functions.

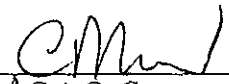
The philosophy behind the Regional Services Review has been to develop a model that is based on ‘user pay’ to the greatest extent possible; however, functions such as Transit, Sports Fields, Southern Community Recreation and Regional Parks, are unable to be provided on an entire ‘user pay’ model. The Service Agreements are intended to reflect the principles set out by the Board and are recommended for approval as presented. The Board may wish to provide additional direction based upon the comments received from the Open Houses.

RECOMMENDATIONS:

1. That the comments from the Regional Services Review Open Houses be received for information;
2. That the “District 68 Sports Field & Recreation Services Agreement” between the Regional District of Nanaimo and the City of Nanaimo be approved for a five year term expiring December 31, 2005;
3. That the “District 69 Sports Field Services Agreement” between the Regional District of Nanaimo, the City of Parksville, and the Town of Qualicum Beach be approved for a five year term expiring December 31, 2005;
4. That the “Regional Parks Services Agreement” between the Regional District of Nanaimo, the City of Nanaimo, the City of Parksville and the Town of Qualicum Beach be approved for a five year term expiring December 31, 2005.



Report Writer



A.C.A.O. Concurrence

COMMENTS:

**Regional Services Review Open Houses – February 2001
Summary of Questionnaire Responses**

Transit:

- Not viable in Area F.
- Not affordable in Area F. Not needed.
- Happy with this. Would be happy if Gabriola entered this function.
- Introduce Transit Service to Gabriola Island.
- Flexible scheduling, eg more service during school, college, events, dates.
- Make Harmac and other businesses pay for their own bus. Make HandyDart available to all handicapped and seniors in Regional "A" not just as far as the Crow & Gate. Many people can't use it as they can't get there or home.
- Improve Route 11, reinstate route 8, establish a new route 9, Departure Bay, rework routes 21 and 22 so the gap in route numbers between route 12 and 13 goes.
- Don't need it or want it.
- Needs review as this service must be user pay funded. Unproductive routes need to be eliminated so that the service can operate economically. People who do not use this service should not be taxed to pay for it. This is a city service.
- Must be operated efficiently and economically. Needs review. This service must be user pay funded. Unproductive routes must be eliminated. Eliminate tax base funding. People must not be compelled to pay via their taxes for services they can never use.
- Could we have smaller buses (10-person van?) on the regular routes to Cedar? Also would like to expand HardyDart to 100% coverage for those who are qualified.

Septage:

- Make use (sell to recover cost) of composted sludge. I would give this high priority. Don't always look to the taxpayer to cover shortfalls.
- Should be user pay only, not tax payer funded.
- Indicate to users the typical fee for a septic tank rather than just the rates on cents per gallon or litre basis.
- This is a great idea.
- Education, education, education! As in you hand-out "cost to dispose of septage ..." excellent.
- Price increase for dumping a great idea. Improve receiving engineering, increase budget for treatment plant odour control and repair of facility.
- Make this user pay. Contract septic companies probably should be charged appropriately.
- Improve Boat Harbour inclusive of marina.
- The user pays a fee to get his/her own septage hauled and processed. We (the rest of us) don't want to be charged someone else's (trash) septage.
- If sewers were to be installed first into subdivisions then money could be saved as there would not be the same need for extensive water systems. Wells would be pure and could be used as a water source. Every individual must be responsible for their own sewage and ensure it is kept as clean and small as possible. This is a high density system and must be user pay funded.
- Every landowner should be responsible for their own sewage. A review should be done to confine tax based funding to areas served by sewers. This should be high density areas such as cities. A system based on a user pay funded system. Proper management of sewage by each and every individual will eliminate drinking water problems and in many low density areas eliminate the need for continual expansion of water pipe lines thus reducing the cost to taxpayers.
- Good suggestions at the public meeting.

Sports Fields:

- Build fields in Area F and let the municipalities fund their own.

- Establish a more equitable and fair usage fee for any user.
- If they are being used by non-residents (of that community) outsiders should pay user fees, not the taxpayer.
- Very equitable arrangement now.
- What controls are there to limit over building by one community, knowing that all communities must share in maintenance? What check is there on a municipality undertaking upgrading under the guise of maintenance?
- Fabulous.
- Multi-purpose facilities to meet the needs of as many residents as possible.
- Give support to teams using sport fields in Cedar such as Wheat Sheaf, schools, etc. This should be part of the outreach of sports.
- Year round field.
- User pay levy, good idea.
- Don't want them. Don't use them. Don't want to be taxed for City underfunded expenses.
- Another case where user pay funding is required. Again the use of a referendum would indicate if indeed there really is a need for this facility or not.
- Initial acquisition of the land should be by a referendum vote to provide money for initial land purchase. Operating and maintenance costs must be user pay funded.
- Why do they cost so much to maintain? Could some of this money be used for recreation?

Southern Community Recreation:

- I feel that Gabriola residents would be better served by supporting the bylaw to return to Nanaimo and to not pay fees to enter into Nanaimo facility use.
- I would like to see the implementation of the sending of \$55,000 of Gabriola Island parks and Rec fund to the City of Nanaimo now that Gabriolans no longer have to pay the \$100 or so per person to use Nanaimo facilities.
- I support the bylaw put forward (\$55,000 of Gabriola Parks and Rec funds to City of Nanaimo).
- This seems fair.
- Be up front with actual costs of this function to Gabriola - it's \$85,000, not \$55,000 as all press releases, etc. indicate. What check is there on Nanaimo to prevent that City from increasing/undertaking even more unaffordable capital projects such as the new pool - and then passing operating costs on to other communities? What happens to operating revenues? Do they go to Nanaimo to pay off its share of operating costs or do they get shared by all participating communities. **EQUITY IS FINE - FAIRNESS INVOLVES REAL COMMUNITY CONSULTATION - AND REAL COMMUNITY APPROVAL!!! GET DEMOCRATIC!!!**
- I am in favour of Gabriola joining the Southern Community Rec.
- Fabulous.
- I agree with everything I have seen - I am happy that it is going through.
- This movement should be put to the people of Gabriola. Getting the P&R fund for Nanaimo P&R virtually kills all hope of developing our own facilities.
- I am in favour of joining the Recreation in Nanaimo.
- N/a to Nanoose.
- We have no recreation in Cedar except volunteer programs. There should be a recreation outreach budget not everything in Nanaimo. Since many use Ladysmith they may soon want money. Recreation should be available in Cedar for those who can't travel. We have three schools on the school meals program because we are such a poverty area. Please help us with recreation for these children. Outreach like Transit.
- Keep as is.
- Pools should be on a user fee base, not shared with general rate payers.
- Land acquisition and construction costs should go to the public for a referendum vote. Day to day operations and maintenance costs must be born by a user pay system. Taxpayers have reached the point where they can no longer afford to pay for services they do not need nor do they want.
- Needs review. Any land acquisition and construction costs should go to the public for a referendum vote. Day to day operation and maintenance costs must be born by a user pay system. Taxpayers must not be compelled to pay for facilities they do not use.

Regional Parks and Trails:

- Let the rurals decide what they will or will not support.
- If most residents of Area 'F' do not have access without going around to Baylis Road, we should not have to pay for Corcan Road area parks.
- Think that Regional parks budget could be at \$400,000 for 2001 as it is only a one year reduction to 300K anyway. We'd be happy paying higher still for this.
- With the inclusion of the Municipalities in this function, why did the total requisition (including those municipalities) go down \$100,000? Why is it intended to return to only \$400,000 and not increase by the amount of the municipalities contribution?
- Fabulous.
- This should not be reduced - it should be increased.
- Do nothing until land claims are settled.
- Again education. I have been surprised how many residents of Nanoose feel threatened (lose their privacy) by the regional trail.
- Excellent.
- Good.
- Mostly volunteer or not necessary to fund because their supposed to be natural.
- The use of referendums should be used in land acquisition costs, upkeep for these facilities should be on a user pay basis.
- Any initial land acquisition costs must go to the taxpayers for a referendum vote on expenditure of any monies. Day to day maintenance and upkeep must be funded on a user pay basis.

Any questions you may have that haven't been answered:

- Taxes too high leave us alone.
- If this open house is about fairness in taxation, then all departments should have toll free or Parkville/ Qualicum numbers for fax. This is after all 2001!
- Thanks for the display. Please no more. Just get on with it and tell the minority of naysayers that they are wasting people's time and energy.
- Why has your publicity been so misleading and erroneous? For Example: Gabriola gross tax reduction = \$207 or \$1.06 per \$100,000 assessed value.
- We are not getting value for money in Recreation!!! Why haven't you done the needs assessment for Recreation in Cedar as promised!!! \$15 is then for current cost.
 1. What is Cedar using?
 2. When are they using it?
 3. What would they like to use?
 4. How many are using? Not using?
- What of Greens Landing inclusive of those who have applied to the Public Works and Gov. Services Canada.
- Why hold these 'open houses'? We don't get to vote - it's a done deal. It states in your flyer, its passed 3rd reading and no vote required.
- While we have homeless people in our community it is unreasonable to keep expecting them to pay taxes for luxury facilities such as recreation, transit, parks, etc. The Regional District needs to look at downsizing its costs to the taxpayer so that more jobs can be created so that people can afford housing, food and then other luxuries. Taxpayers do not need government at any level to control their money management, they are quite capable of doing that themselves.
- The Regional District must be conscious of and listen to the taxpayers of the district. Many are already overtaxed and while they are willing to pay for services they need do not wish to pay for services they do not need nor do they use. People must be allowed the freedom to manage their own money and spend it as they wish not as someone else dictates.

Regional Services Review

Questionnaire Responses

COOMBS (February 5, 2001)

Transit:

- Not viable in Area F.
- Not affordable in Area F. Not needed.

Septage:

- Make use (sell to recover cost) of composted sludge. I would give this high priority. Don't always look to the taxpayer to cover shortfalls.
- Should be user pay only, not tax payer funded.

Sports Fields:

- Build fields in Area F and let the municipalities fund their own.
- Establish a more equitable and fair usage fee for any user.
- If they are being used by non-residents (of that community) outsiders should pay user fees, not the taxpayer.

Southern Community Recreation:

Regional Parks and Trails:

- Let the rurals decide what they will or will not support.
- If most residents of Area 'F' do not have access without going around to Baylis Road, we should not have to pay for Corcan Road area parks.

Any questions you may have that haven't been answered:

- Taxes too high leave us alone.
- If this open house is about fairness in taxation, then all departments should have toll free or Parksville/ Qualicum numbers for fax. This is after all 2001!

GABRIOLA ISLAND (February 7, 2001)

Transit:

- Happy with this. Would be happy if Gabriola entered this function.
- Introduce Transit Service to Gabriola Island.

Septage:

- Indicate to users the typical fee for a septic tank rather than just the rates on cents per gallon or litre basis.
- This is a great idea.

Sports Fields:

- Very equitable arrangement now.
- What controls are there to limit over building by one community, knowing that all communities must share in maintenance? What check is there on a municipality undertaking upgrading under the guise of maintenance?
- Fabulous.

Southern Community Recreation:

- I feel that Gabriola residents would be better served by supporting the bylaw to return to Nanaimo and to not pay fees to enter into Nanaimo facility use.
- I would like to see the implementation of the sending of \$55,000 of Gabriola Island parks and Rec fund to the City of Nanaimo now that Gabriolans no longer have to pay the \$100 or so per person to use Nanaimo facilities.
- I support the bylaw put forward (\$55,000 of Gabriola Parks and Rec funds to City of Nanaimo).
- This seems fair.
- Be up front with actual costs of this function to Gabriola - it's \$85,000, not \$55,000 as all press releases, etc. indicate. What check is there on Nanaimo to prevent that City from increasing/ undertaking even more unaffordable capital projects such as the new pool - and then passing operating costs on to other communities? What happens to operating revenues? Do they go to Nanaimo to pay off its share of operating costs or do they get shared by all participating communities. EQUITY IS FINE - FAIRNESS INVOLVES REAL COMMUNITY CONSULTATION - AND REAL COMMUNITY APPROVAL!!! GET DEMOCRATIC!!!
- I am in favour of Gabriola joining the Southern Community Rec.
- Fabulous.
- I agree with everything I have seen - I am happy that it is going through.
- This movement should be put to the people of Gabriola. Getting the P&R fund for Nanaimo P&R virtually kills all hope of developing our own facilities.
- I am in favour of joining the Recreation in Nanaimo.

Regional Parks and Trails:

- Think that Regional parks budget could be at \$400,000 for 2001 as it is only a one year reduction to 300K anyway. We'd be happy paying higher still for this.
- With the inclusion of the Municipalities in this function, why did the total requisition (including those municipalities) go down \$100,000? Why is it intended to return to only \$400,000 and not increase by the amount of the municipalities contribution?
- Fabulous.
- This should not be reduced - it should be increased.
- Do nothing until land claims are settled.

Any questions you may have that haven't been answered:

- Thanks for the display. Please no more. Just get on with it and tell the minority of naysayers that they are wasting people's time and energy.
- Why has your publicity been so misleading and erroneous? For Example: Gabriola gross tax reduction = \$207 or \$1.06 per \$100,000 assessed value

NANOOSE (February 12, 2001)

Transit:

- Flexible scheduling, eg more service during school, college, events, dates.

Septage:

- Education, education, education! As in you hand-out "cost to dispose of septage ..." excellent.

Sports Fields:

- Multi-purpose facilities to meet the needs of as many residents as possible.

Southern Community Recreation:

- N/a to Nanoose.

Regional Parks and Trails:

- Again education. I have been surprised how many residents of Nanoose feel threatened (lose their privacy) by the regional trail.

FRENCH CREEK (February 15, 2001)

Septage:

- Price increase for dumping a great idea. Improve receiving engineering, increase budget for treatment plant odour control and repair of facility.

Transit:

- Make Harmac and other businesses pay for their own bus. Make HandyDart available to all handicapped and seniors in Regional "A" not just as far as the Crow & Gate. Many people can't use it as they can't get there or home.
- Improve Route 11, reinstate route 8, establish a new route 9, Departure Bay, rework routes 21 and 22 so the gap in route numbers between route 12 and 13 goes.
- Don't need it or want it.

Septage:

- Make this user pay. Contract septic companies probably should be charged appropriately.
- Improve Boat Harbour inclusive of marina.
- The user pays a fee to get his/her own septage hauled and processed. We (the rest of us) don't want to be charged someone else's (trash) septage.

Sports Fields:

- Give support to teams using sport fields in Cedar such as Wheat Sheaf, schools, etc. This should be part of the outreach of sports.
- Year round field.
- User pay levy, good idea.
- Don't want them. Don't use them. Don't want to be taxed for City underfunded expenses.

Southern Community Recreation:

- We have no recreation in Cedar except volunteer programs. There should be a recreation outreach budget not everything in Nanaimo. Since many use Ladysmith they may soon want money. Recreation should be available in Cedar for those who can't travel. We have three schools on the school meals program because we are such a poverty area. Please help us with recreation for these children. Outreach like Transit.
- Keep as is.
- Pools should be on a user fee base, not shared with general rate payers.

Regional Parks and Trails:

- Excellent.
- Good.
- Mostly volunteer or not necessary to fund because their supposed to be natural.

Any questions you may have that haven't been answered:

- We are not getting value for money in Recreation!!! Why haven't you done the needs assessment for Recreation in Cedar as promised!!! \$15 is then for current cost.
 1. What is Cedar using?
 2. When are they using it?
 3. What would they like to use?
 4. How many are using? Not using?
- What of Greens Landing inclusive of those who have applied to the Public Works and Gov. Services Canada.
- Why hold these 'open houses'? We don't get to vote - it's a done deal. It states in your flyer, its passed 3rd reading and no vote required.

DISTRICT 68 SPORTS FIELD & RECREATION SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2001

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo B.C.
V9T 6N2
("Regional District")

OF THE FIRST PART

AND:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, B.C.
V9R 5J6
("City")

OF THE SECOND PART

WHEREAS:

- A. By Agreement dated the 7th day of February, 1997 between the City and the Regional District, the City has operated recreational programs on behalf of members of the general public residing within the Regional District of Nanaimo outside of the boundaries of the City of Nanaimo and within Electoral Areas A, C and D;
- B. The Regional District wishes the City to continue providing access to Sports Fields and recreational services to members of the public residing outside of the boundaries of the City of Nanaimo and within Electoral Areas A, B, C and D;
- C. To pay for the provision of such service, the Regional District has, by Southern Community Recreation Local Service Area Bylaw No. 1059, 1996, to be amended by Southern Community Recreation Local Service Area Amendment Bylaw No. 1059.01, 2001, established a service for pleasure, recreation and other community use in which Electoral Areas A, B, C and D are participating areas and under which the Regional District operates Rollo McClay Park within Electoral Area B and Extension Sports Field within Electoral Area C;
- D. The Regional District and the City wish to continue to permit the Regional District to have an ongoing voice in recreation service provision through, among other things, participation by representatives of the Regional District on a Parks and Recreation Commission established by the City;

NOW THEREFORE in consideration of the premises and mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

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1.0 DEFINITIONS

In this Agreement:

- 1.1 "City" means the City of Nanaimo;
- 1.2 "City Recreation Facilities" means:
- (a) Beban Park;
 - (b) Bowen Park;
 - (c) Civic Arena;
 - (d) Nanaimo Aquatic Centre.
- 1.3 "Commencement Date" means the day following the adoption of the Southern Community Recreation Local Service Area Amendment Bylaw, No. 1059.01, 2001 by the Board;
- 1.4 "Cost of Operation and Maintenance" means:
- (a) in relation to Sports Fields, the Net Costs for Sports Fields for the items set out in Schedule "A";
 - (b) in relation to City Recreation Facilities, the Net Costs for City Recreation Facilities for the items set out in Schedule "B";
- but does not include the cost of capital or debt;
- 1.5 "District 68" means that portion of the Regional District included within the boundaries of the City of Nanaimo and Electoral Areas A, B, C and D;
- 1.6 "Electoral Areas" means that portion of the Regional District included within the boundaries of Electoral Areas A, B, C and D;
- 1.7 "Net Cost" means prior year actual expenditures for the Cost of Operation and Maintenance less cost recovery from fees and charges imposed for the use of City Recreation Facilities and Sports Fields;
- 1.8 "Participants" means the City of Nanaimo and Electoral Areas A, B, C and D of the Regional District of Nanaimo;
- 1.9 "Recreation Services" means recreation and community services offered at City Facilities to residents of the Electoral Areas;
- 1.10 "Regional District" means the Regional District of Nanaimo;
- 1.11 "Sports Field" means land developed for the playing of baseball, softball and soccer and other sport activities which is owned and operated by either the City or Regional District, within the Electoral Areas, and includes the following:

City of Nanaimo:

- (a) Beban Park
- (b) Bowen West
- (a) McGirr Park
- (b) Trofton Park
- (c) May Bennett Park

Regional District of Nanaimo:

- (a) Rollo McClay (EA 'B')
- (b) Extension Sports Field (EA 'C')

- (d) Caledonia Park
- (e) Robins Park
- (f) Gyro Park
- (g) Harewood Park
- (h) Pleasant Valley Park; and

any Sports Field within the City or Regional District which meets the criteria to be considered a Sports Field under Section 5.0;

1.12 "Sports Field Services" means:

- (a) operation and maintenance of Sports Fields in District 68; and
- (b) permitting access to and use of Sports Fields by residents of the Participants to this Agreement.

1.13 "Term" means the period of time from the Commencement Date to December 31, 2005.

2.0 INTERPRETATION

2.1 A reference in this Agreement to:

- (a) the singular includes the plural and the plural includes the singular, unless the context otherwise requires;
- (b) the masculine, feminine or neuter includes a reference to the masculine, feminine or neuter, unless the context otherwise requires.

2.2 The headings of paragraphs, articles and sections of this Agreement are for convenience of reference only, do not form part of this Agreement and are not to be used in the interpretation of this Agreement.

2.3 This Agreement is to be governed and construed in accordance with the laws of the Province of British Columbia.

2.4 If any paragraph, article or section of this Agreement is declared or held invalid for any reason, the paragraph, article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.

3.0 SERVICES

3.1 The Participants covenant and agree with each other to provide Sports Field Services during the Term of the Agreement

3.2 The City of Nanaimo covenants and agrees to provide Recreation Services during the Term of the Agreement.

4.0 PAYMENT

4.1 Cost Sharing Formula – Sports Field Services

- (1) In consideration of the Sports Field Services to be provided under this Agreement, the following amounts will be contributed by each participant in 2001 towards the Cost of

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Operation and Maintenance of Sports Fields:

Participant	‘Status Quo’ Cost	New Distribution	%
City of Nanaimo	\$882,950	\$764,958	85.0
Electoral Area ‘A’	--	\$69,295	7.7
Electoral Area ‘B’	\$8,000	\$3,600	0.4
Electoral Area ‘C’	\$9,000	\$7,200	0.8
Electoral Area ‘D’	--	\$54,897	6.1

- (2) Payment will be made by the Regional District to the City for 2001 in the following amount:

Total amount contributed by Electoral Areas	\$134,992
Less: Revenue required to meet the Cost of Operation and Maintenance of Sports Fields in the Electoral Areas	<u>(\$17,000)</u>
Net payment due to the City of Nanaimo	<u>\$117,993</u>

- (3) Subsequent to 2001, payments between the parties shall be made in accordance with the following:

- (a) Beginning in 2001, the usage rate of Nanaimo and each Electoral Area shall be confirmed every three years through a statistically valid survey undertaken by the City. The survey shall use team registration statistics to identify the number of individuals from Nanaimo and each Electoral Area (using street addresses), that are registered on sports and athletic teams, which utilize District 68 Sports Fields. The usage rate shall then be applied to determine the percentage share of the City and each Electoral Area towards the overall Cost of Operation and Maintenance. Percentage share shall be based on the proportion of each party’s usage rate to the combined overall Participant usage rate.
- (b) To determine the annual contribution of Nanaimo and each Electoral Area, the Cost of Operation and Maintenance for Sports Fields shall be multiplied by the percentage share confirmed in 4.1(3)(a):

Total amount contributed by Electoral Areas (Percentage Share x Cost of Operation & Maintenance)	\$xxx,xxx
Less: Revenue required to meet the Cost of Operation and Maintenance of Sports Fields within the Electoral Areas	<u>(\$xx,xxx)</u>
Net payment due to / from the Regional District	<u>\$xxx,xxx</u>

4.2 Cost Sharing Formula – Recreation Services

- (1) In consideration of the Recreation Services to be provided under this Agreement, the following amounts will be contributed by each participant in 2001 towards the Cost of Operation and Maintenance of Recreation Services:

Participant	‘Status Quo’ Cost	New Distribution	%
City of Nanaimo	\$4,771,600	\$4,374,198	91.7
Electoral Area ‘A’	--	\$115,793	2.4
Electoral Area ‘B’	--	\$85,224	1.8

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Electoral Area 'C'	--	\$14,822	0.3
Electoral Area 'D'	--	\$181,564	3.8

- (2) Payment will be made by the Regional District to the City for 2001 in the following amount:

Total amounts contributed by Electoral Areas \$397,403

- (3) Subsequent to 2001, payments between the parties shall be made in accordance with the following:

- (a) Beginning in 2001, the usage rate of Nanaimo and each Electoral Area shall be confirmed every three years through a statistically valid survey undertaken by the Regional District. The survey shall monitor the usage of Nanaimo and Electoral Area residents (using street addresses), based on the number of public sessions attended at City Recreation Facilities. The usage rate shall then be applied to determine the percentage share of each Municipality and Electoral Area towards the overall Cost of Operation and Maintenance. Percentage share shall be based on the proportion of each party's usage rate to the combined overall Participant usage rate.
- (b) To determine the annual contribution of Nanaimo and each Electoral Area, the Cost of Operation and Maintenance for Recreation Services shall be multiplied by the percentage share confirmed in 4.2(3)(a).

4.3 Annual Budget

For the purpose of calculating annual contribution amounts under Sections 4.1(3) and 4.2(3), in each year during the Term of this Agreement, the City and the Regional District respectively, shall provide to each other, on or before September 30th, a statement of Costs of Operation and Maintenance for the year to date ending August 31st and a statement of projected amounts for the Costs of Operation and Maintenance for the year ending December 31st.

4.4 Payment Due Date

The City and the Regional District respectively, shall pay over to each other the amounts calculated under 4.1(3) and 4.2(3), on or before August 2nd in each year during the Term of this Agreement.

4.5 Debt

The cost of providing the Services under this Agreement is a debt owed to the party providing the Service.

5.0 NEW SPORTS FIELDS/CITY RECREATION FACILITIES

- (1) The Participants shall mutually agree by November 30th of each year, which Sports Fields shall be included in the inventory of Sports Fields, which agreement shall not be unreasonably withheld.

Where a new Sports Field is added, until actual costs are determined, the Cost of Operation and Maintenance for the year the Sports Field is to be added shall be the average Cost of Operation and Maintenance for all Sports Fields for the prior year.

- (2) Where a new City Recreation Facility is constructed, it shall not form part of this

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Agreement until a survey conducted pursuant to Section 4.2(3)(a) is undertaken which demonstrates that 10% or more of the population from the Electoral Areas is attending public sessions at the facility.

6.0 SURVEY

6.1 The usage rate survey of City Recreation Facilities shall be:

- (a) conducted by the Regional District every three (3) years, with the first survey to be completed in 2001 for use in 2002, 2003 and 2004 and the second survey to be completed in 2004 for use in 2005, 2006 and 2007;
- (b) based on attendance at public sessions; and
- (d) used to determine the City and each Electoral Area's percentage share, based on street address, of the Cost of Operation and Maintenance of Recreation Services for the three years following the year of the survey.

7.0 INDEMNITY

7.1 Where a party to this Agreement (hereinafter called the "Supplying Party") provides Recreation Services and/or Sports Field Services to another party to this Agreement (herein after called the "Receiving Party"), the Receiving Party shall indemnify, defend and save harmless the Supplying Party and its elected and appointed officers, employees, agents, successors and assigns from all manner of actions, causes of action, suits, debts, losses, liabilities, costs, expenses, claims and demands whatsoever arising out of any wrongful act, omission or negligence on the part of the Supplying Party, its elected or appointed officers, employees, agents, successors and assigns arising out of the Recreation Services and/or Sports Field Services provided under this Agreement.

8.0 PAYMENT RATES

8.1 The Participants acknowledge and agree that payments under Section 4.1 and 4.2 represent a fair and reasonable reimbursement of the costs of the Sports Field Services and Recreation Services to be provided under this Agreement.

9.0 COVENANTS OF THE PARTICIPANTS

9.1 It is a condition precedent to the obligations of the Participants under this Agreement that:

- (a) during the Term, the City shall maintain a Parks and Recreation Commission established by bylaw, with a composition, procedures, duties and powers substantially the same as those outlined in Schedule "C"; and
- (b) user or other rates not be charged, either directly or indirectly, for the use of Sports Fields or Recreation Services to residents of the City or Regional District in excess of rates payable by or on terms other than those offered to residents of the City or Regional District.

9.2 The City and Regional District shall consult with each other with respect to the planning and co

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ordination of future Sports Field and Recreation Facility development.

10.0 MISCELLANEOUS

10.1 Waivers

The failure at any time of either party to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision of this Agreement.

10.2 Statutory Powers

Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by the City or the Regional District of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.

10.3 Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties.

10.4 Assignment

No assignment of this Agreement shall be made by either party without the written consent of the other. A party's consent to assign will not release or relieve the party from its obligations to perform all the terms, covenants and conditions that this Agreement requires a party to perform and the party requesting the assignment shall pay the other party's reasonable costs incurred in connection with the party's request for consent.

10.5 Survival

The articles, sections, subsections and paragraphs providing for the limitation of, waiver of, or protection against liability of the parties hereto shall survive termination, cancellation or expiration of this Agreement.

10.6 Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 5 business days after it was posted, addressed as follows:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2
Attention: General Manager, Corporate Services

City of Nanaimo
455 Wallace Street
Nanaimo, B.C. V9R 5J6
Attention: City Clerk

or to such other address or addresses as may from time to time be provided in writing by the parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a

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mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mails, then the notice shall only be affected if actually received by the person to whom it was mailed.

10.7 Independent Contractor

Where a party to this Agreement (hereinafter called the "Supplying Party") provides Sports Field Services to another party to this Agreement (herein after called the "Receiving Party"), the Supplying Party shall be deemed to be an independent contractor and not the agent of the Receiving Party. Any and all agents, servants or employees of the Supplying Party or other persons, while engaged in the performance of any work or services required to be performed by one of the under this Agreement, shall not be considered employees of the Receiving Party and any and all claims that may or might arise on behalf of the Supplying Party, their agents, servants or employees as a consequence of any act or omission on behalf of the Supplying Party, its agents, servants, employees or other person, shall not be the obligation or responsibility of the Receiving Party. The Receiving Party, their agents, servants or employees, respectively, shall be entitled to none of the rights, privileges or benefits of employees of the Supplying Party except as otherwise may be stated in this Agreement.

10.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

10.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the Commercial Arbitration Act (British Columbia). The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

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

The Corporate Seal of the)
REGIONAL DISTRICT OF NANAIMO)
was hereto affixed in the presence)
of its authorized signatories:)
)
)
_____)
Chair)
)
)
_____)
Officer Responsible for Corporate)
Administration)

(seal)

The Corporate Seal of the)
CITY OF NANAIMO)

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was hereto affixed in the presence
of its authorized signatories:

Mayor

Officer Responsible for Corporate
Administration

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SCHEDULE "A"

Costs of Sports Field Operation and Maintenance

Labour - includes wages and benefits;

Equipment - means all equipment involved in the maintenance or operation of Sports Fields, including lawnmowers and vehicles and includes costs of operating plus an amount for depreciation calculated in accordance with standard municipal accounting practices;

Materials - means all materials required to maintain and operate Sports Fields, including grass seed and fertilizer;

Field Houses - means change room and washroom facilities at each park and includes facility costs (cleaning, supplies, lighting, heating, etc.)

Water - means costs related to the irrigation of Sports Fields;

Electricity - for the operation of field lights at Sports Fields which are illuminated;

Fleet Maintenance - means the cost of repairing and maintaining vehicles used by parks staff at the facilities, which is reasonably attributable to operation and maintenance of Sports Fields, including depreciation calculated in accordance with standard municipal accounting practices;

Vandalism - means annual costs for removing the effects of vandalism or repairing vandalized property;

Garbage Collection - means collection of litter from Sports Fields;

Departmental Overhead - means the following administrative costs attributable to Sports Fields operation and maintenance:

- salaries of parks maintenance administrative staff
- staff training
- staff meetings
- costs related to operation of parks works yard
- other miscellaneous costs incidental to Sports Fields (e.g. photocopying, office supplies, office equipment rental, advertising, bank charges, etc.)

Costs attributed to Sports Field Operation and Maintenance do not include the construction of structures or improvements.

SCHEDULE "B"

**Beban Park, Bowen Park, Civic Arena and Nanaimo Aquatic Centre
Costs of Operation and Maintenance**

Facilities – means all buildings, structures, swimming pools, arenas, play fields, etc. located at Bowen Park, Beban Park or the Nanaimo Aquatic Centre.

Labour – includes wages and benefits;

Equipment – means all equipment involved in the maintenance or operation of the Facilities, including lawnmowers and vehicles and includes costs of operating plus an amount for depreciation calculated in accordance with the City's usual accounting practices;

Materials – means all materials required to maintain and operate the Facilities;

Utilities – means all utility costs required to operate the Facilities including, but not limited to: telephones, water fees, sewer fees, electricity, gas and oil.

Building Maintenance – means all costs that are required to maintain the Facilities in good operating condition, e.g. painting, flooring, HVAC, plumbing and electrical repairs, security, janitorial supplies;

Fleet Maintenance – means the cost of repairing and maintaining vehicles used by parks staff at the facilities, which is reasonably attributable to operation and maintenance of City Recreation Facilities, including depreciation calculated in accordance with the City's usual accounting practices;

Vandalism – means costs for removing the effects of vandalism or repairing vandalized property;

Garbage Collection – means collection of garbage from the Facilities;

Program Costs – means those costs incurred for the provision of recreational programs to the public at the Facilities. Costs may include contract staff and recreation supplies.

Departmental Overhead – means the following administrative costs of the Parks and Recreation Service of the City of Nanaimo attributable to the operation and maintenance of the Facilities;

- Salaries of parks and recreation administrative staff
- Staff training
- Staff meetings
- Costs related to the operation of the parks works yard
- Other miscellaneous costs incidental to the City Recreation Facilities Service (e.g. photocopying, office supplies, office equipment rental, advertising, bank charges, etc.)

Costs of Sports Field Operation and Maintenance do not include construction of structures or improvements.

SCHEDULE "C"

**Composition, Procedures, Duties and Powers of
Parks and Recreation Commission**

DISTRICT 69 SPORTS FIELD SERVICES AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2001

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2
("Regional District")

OF THE FIRST PART

AND:

CITY OF PARKSVILLE
Box 1390
Parksville, B.C.
V9P 2H3
("City")

OF THE SECOND PART

AND:

TOWN OF QUALICUM BEACH
Box 130
201 – 660 Primrose Street
Qualicum Beach, B.C.
V9K 1S7
("Town")

OF THE THIRD PART

WHEREAS:

- A. The City, Town and Regional District operate and maintain Sports Fields within their boundaries which are used by residents of the City, Town and Regional District;
- B. The parties wish to provide continued access to Sports Fields to members of the public residing within the boundaries of the City, the Town and within Electoral Areas E, F, G and H of the Regional District by way of agreement;
- C. To pay for the provision of such service, the Regional District has, by Joint Civic Properties and Recreation Commission Local Service Area Establishment Bylaw No. 861, 1992, to be amended by Joint Civic Properties and Recreation Commission Local Service Area Amendment Bylaw No. 861.01, 2001, established a service for pleasure, recreation and other community use in which the City, the Town and Electoral Areas E, F, G and H are participating areas;

NOW THEREFORE in consideration of the premises and mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

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1.0 DEFINITIONS

In this Agreement:

- 1.1 “**City**” means the City of Parksville;
- 1.2 “**Commencement Date**” means the day following the adoption of the Joint Civic Properties and Recreation Commission Local Service Area Amendment Bylaw, No. 861.01, 2001 by the Board;
- 1.3 “**Cost of Operation and Maintenance**” in relation to Sports Fields, means the Net Costs for Sports Fields for the items set out in Schedule “A”, but does not include the cost of capital or debt;
- 1.4 “**District 69**” means that portion of the Regional District included within the boundaries of the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G, and H;
- 1.5 “**Electoral Areas**” means that portion of the Regional District included within the boundaries of Electoral Areas E, F, G and H;
- 1.6 “**Net Cost**” means prior year actual expenditures for the Cost of Operation and Maintenance less cost recovery from fees and charges imposed for the use of Sports Fields;
- 1.7 “**Participants**” means the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G and H of the Regional District of Nanaimo;
- 1.8 “**Regional District**” means the Regional District of Nanaimo;
- 1.9 “**Sports Field**” means land developed for the playing of baseball, softball and soccer and other sport activities which is owned and operated by either the City, Town or Regional District, within Electoral Areas E, F, G or H, and includes the following:
- (a) Springwood Park (City of Parksville);
 - (b) Parksville Community Park (City of Parksville);
 - (c) Qualicum Beach Community Park (Town of Qualicum Beach); and
- any Sports Field within the City, Town or Regional District, which meets the criteria to be considered a Sports Field under Section 5.0;
- 1.10 “**Services**” means
- (a) operation and maintenance of Sports Fields in District 69; and
 - (b) permitting access to and use of Sports Fields by residents of the Participants to this Agreement.
- 1.11 “**Term**” means the period of time from the Commencement Date to December 31, 2005;
- 1.12 “**Town**” means the Town of Qualicum Beach.

2.0 INTERPRETATION

- 2.1 A reference in this Agreement to:

- (a) the singular includes the plural and the plural includes the singular, unless the context otherwise requires.
- (b) the masculine, feminine or neuter includes a reference to the masculine, feminine or neuter, unless the context otherwise requires.

2.2 The headings of paragraphs, articles and sections of this Agreement are for convenience of reference only, do not form part of this Agreement and are not to be used in the interpretation of this Agreement.

2.3 This Agreement is to be governed and construed in accordance with the laws of the Province of British Columbia.

2.4 If any paragraph, article or section of this Agreement is declared or held invalid for any reason, the paragraph, article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.

3.0 SERVICES

3.1 The Participants covenant and agree with each other to provide the Services during the Term of the Agreement.

4.0 PAYMENT

4.1 Cost Sharing Formula – Sports Field Services

- (1) In consideration of the Services to be provided under this Agreement, the following amounts will be contributed by each participant in 2001 towards the Cost of Operation and Maintenance of Sports Fields:

Participant	'Status Quo' Cost	New Distribution	%
City of Parksville	\$217,650	\$147,371	40.3
Town of Qualicum Beach	\$147,650	\$116,596	31.9
Electoral Area 'E'	--	\$37,781	10.3
Electoral Area 'F'	--	\$39,032	10.7
Electoral Area 'G'	--	\$18,515	5.1
Electoral Area 'H'	--	\$6,005	1.6

- (2) Payment will be made by the Regional District to the City and to the Town for 2001 in the following amounts:

Total amount contributed by Electoral Areas	\$101,333
Less: Revenue required to meet the Cost of Operation and Maintenance of Sports Fields in the Electoral Areas	(\$0)
Net payment due to the City of Parksville	\$70,279
Net payment due to the Town of Qualicum Beach	\$31,054

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(3) Subsequent to 2001, payments between the parties shall be made in accordance with the following:

- (a) Beginning in 2001, the usage rate of Parksville, Qualicum Beach and each Electoral Area shall be confirmed every three years through a statistically valid survey undertaken by the Regional District. The survey shall use team registration statistics to identify the number of individuals from Parksville, Qualicum Beach and each Electoral Area, that are registered on sports teams, which utilize District 69 Sports Fields. The usage rate shall then be applied to determine the percentage share of each Municipality and Electoral Area towards the overall Cost of Operation and Maintenance. Percentage share shall be based on the proportion of each party's usage rate to the combined overall Participant usage rate.
- (b) To determine the annual contribution of Parksville, Qualicum Beach and each Electoral Area, the Cost of Operation and Maintenance for Sports Fields shall be multiplied by the percentage share confirmed in 4.1(3)(a):

Total amount contributed by Electoral Areas (Percentage Share x Cost of Operation & Maintenance)	\$xxx,xxx
Less: Revenue required to meet the Cost of Operation and Maintenance of Sports Fields in the Electoral Areas	<u>(\$xx,xxx)</u>
Net payment due to / from the Regional District	<u>\$xxx,xxx</u>

4.2 Annual Budget

For the purpose of calculating annual contribution amounts under Section 4.1(3)(b), in each year during the Term of this Agreement, the City, the Town and the Regional District respectively, shall provide to each other, on or before September 30th, a statement of Costs of Operation and Maintenance for the year to date ending August 31st and a statement of projected amounts for the Costs of Operation and Maintenance for the year ending December 31st.

4.3 Payment Due Date

The City, the Town and the Regional District respectively, shall pay over to each other the amounts calculated under 4.1(3), on or before August 2nd in each year during the Term of this Agreement.

4.4 Debt

The cost of providing the Services under this Agreement is a debt owed to the party providing the Service.

5.0 NEW SPORTS FIELDS

The Participants shall mutually agree by November 30th of each year, which Sports Fields shall be included in the inventory of Sports Fields, which agreement shall not be unreasonably withheld.

Where a new Sports Field is added, until actual costs are determined, the Cost of Operation and Maintenance for the year the Sports Field is to be added shall be the average Cost of Operation and Maintenance for all City and Town Sports Fields for the prior year.

6.0 INDEMNITY

6.1 Where a party to this Agreement (hereinafter called the "Supplying Party") provides Sports Field Services to another party to this Agreement (herein after called the "Receiving Party"), the Receiving Party shall indemnify, defend and save harmless the Supplying Party and its elected and appointed officers, employees, agents, successors and assigns from all manner of actions, causes of action, suits, debts, losses, liabilities, costs, expenses, claims and demands whatsoever arising out of any wrongful act, omission or negligence on the part of the Supplying Party, its elected or appointed officers, employees, agents, successors and assigns arising out of the Recreation Services and/or Sports Field Services provided under this Agreement.

7.0 PAYMENT RATES

7.1 The Participants acknowledge and agree that payment under Section 4.1 represents a fair and reasonable reimbursement of the costs of the Services to be provided under this Agreement.

8.0 COVENANTS OF THE PARTICIPANTS

8.1 It is a condition precedent to the obligations of the Participants under this Agreement that user or other rates not be charged, either directly or indirectly, for the use of the Sports Fields to residents of the City, Town or Electoral Areas in excess of rates payable by or on terms other than those offered to residents of the City, Town, or Regional District.

8.2 The City, Town and Regional District shall consult with each other with respect to the planning and coordination of future Sports Field development.

9.0 MISCELLANEOUS

9.1 Waivers

The failure at any time of any party to enforce any of the provisions of this Agreement or to require at any time performance by another party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of any party thereafter to enforce each and every provision of this Agreement.

9.2 Statutory Powers

Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by the City, the Town or the Regional District of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.

9.3 Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

9.4 Assignment

No assignment of this Agreement shall be made by any party without the written consent of the other parties. A party's consent to assign will not release or relieve the party from its obligations to perform all the terms, covenants and conditions that this Agreement requires a party to perform and the party requesting the assignment shall pay the other party's reasonable costs incurred in

connection with the party's request for consent.

9.5 Survival

The articles, sections, subsections and paragraphs providing for the limitation of, waiver of, or protection against liability of the parties hereto shall survive termination, cancellation or expiration of this Agreement.

9.6 Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 5 business days after it was posted, addressed as follows:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2
Attention: General Manager, Corporate Services

City of Parksville
Box 1390
Parksville, B.C. V9P 2H3
Attention: Director of Administrative Services

Town of Qualicum Beach
Box 1390
Qualicum Beach, B.C. V9P 2H3
Attention: Corporate Administrator

or to such other address or addresses as may from time to time be provided in writing by the parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mails, then the notice shall only be affected if actually received by the person to whom it was mailed.

9.7 Independent Contractor

Where a party to this Agreement (hereinafter called the "Supplying Party") provides Sports Field Services to another party to this Agreement (herein after called the "Receiving Party"), the Supplying Party shall be deemed to be an independent contractor and not the agent of the Receiving Party. Any and all agents, servants or employees of the Supplying Party or other persons, while engaged in the performance of any work or services required to be performed by one of the under this Agreement, shall not be considered employees of the Receiving Party and any and all claims that may or might arise on behalf of the Supplying Party, their agents, servants or employees as a consequence of any act or omission on behalf of the Supplying Party, its agents, servants, employees or other person, shall not be the obligation or responsibility of the Receiving Party. The Receiving Party, their agents, servants or employees, respectively, shall be entitled to none of the rights, privileges or benefits of employees of the Supplying Party except as otherwise may be stated in this Agreement.

9.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all

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prior written or unwritten negotiations, understandings and agreements.

9.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

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

The Corporate Seal of the)
REGIONAL DISTRICT OF NANAIMO)
was hereto affixed in the presence of)
of its authorized signatories:)
_____)
Chair)
_____)
Officer Responsible for Corporate)
Administration)

(seal)

The Corporate Seal of the)
CITY OF PARKSVILLE)
was hereto affixed in the presence of)
its authorized signatories:)
_____)
Mayor)
_____)
Officer Responsible for Corporate)
Administration)

(seal)

The Corporate Seal of the)
TOWN OF QUALICUM BEACH)
was hereto affixed in the presence of)
its authorized signatories:)
_____)
Mayor)
_____)

(seal)

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Officer Responsible for Corporate
Administration

)
)
)

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SCHEDULE "A"

Cost of Maintenance and Operation

Labour - includes wages and benefits;

Equipment - means all equipment involved in the maintenance or operation of Sports Fields, including lawnmowers and vehicles and includes costs of operating plus an amount for depreciation calculated in accordance with the Town's usual accounting practices;

Materials - means all materials required to maintain and operate Sports Fields, including grass seed and fertilizer;

Field Houses - means change room and washroom facilities at each park and includes facility costs (cleaning, supplies, lighting, heating, etc.)

Water - means costs related to the irrigation of Sports Fields;

Electricity - for the operation of field lights at Sports Fields which are illuminated;

Fleet Maintenance - means the cost of repairing and maintaining vehicles used by parks staff, which is reasonably attributable to operation and maintenance of Sports Fields;

Vandalism - means annual costs for removing the effects of vandalism or repairing vandalized property;

Garbage Collection - means collection of litter from Sports Fields;

Departmental Overhead - means the following administrative costs of the Parks and Recreation Service of the Town of Qualicum Beach attributable to Sports Fields operation and maintenance:

- salaries of parks maintenance administrative staff
- staff training
- staff meetings
- costs related to operation of parks works yard
- other miscellaneous minor costs incidental to the Parks and Recreation Service.

Costs of Sports Field Operation and Maintenance do not include construction of structures or improvements.

REGIONAL PARKS SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2001

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2
("Regional District")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

AND:

CITY OF PARKSVILLE
Box 1390
Parksville, B.C.
V9P 2H3
("Parksville")

OF THE THIRD PART

AND:

TOWN OF QUALICUM BEACH
Box 130
201 – 660 Primrose Street
Qualicum Beach, B.C.
V9K 1S7
("Qualicum Beach")

OF THE FOURTH PART

WHEREAS:

- A. The Regional District was given the authority to operate regional parks as a regional service by Supplementary Letters Patent Division XXVI dated the 28th day of July, 1989, and was granted the authority for the operation of regional parks under the *Park (Regional) Act*;
- B. The Board of the Regional District intends to convert the service to one exercised under the authority of a bylaw under section 774.2 of the *Local Government Act* and intends to adopt Regional District of Nanaimo Regional Parks and Trails Service Area Conversion Bylaw, No. 1231, 2001 (the "Conversion Bylaw");
- C. Nanaimo, Parksville and Qualicum Beach are not participating areas within the service to be established under the Conversion Bylaw but wish to have the Regional District continue providing access to regional parks to members of the public residing within their boundaries;

- D. The Regional District is authorized under section 176(1)(b) of the *Local Government Act* to make agreements with public authorities regarding activities, works or services that are within the powers of a party to the Agreement, including agreements respecting the undertaking, provision and operation of activities, works and services.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

1.0 DEFINITIONS

In this Agreement:

- 1.1 “**Commencement Date**” means the day following the adoption of the Conversion Bylaw Regional District of Nanaimo Regional Parks and Trails Service Area Conversion Bylaw, No. 1231, 2001 by the Board;
- 1.2 “**Conversion Bylaw**” means the Regional District of Nanaimo Regional Parks and Trails Service Area Conversion Bylaw, No. 1231, 2001;
- 1.3 “**Cost of Operation and Maintenance**” means the budgeted Net Costs for Regional Parks and Trails for the items set out in Schedule “A”, but does not include the cost of capital or debt;
- 1.4 “**Electoral Areas**” means Electoral Areas A, B, C, D, E, F, G and H of the Regional District;
- 1.5 “**Municipalities**” means Nanaimo, Parksville and Qualicum Beach collectively;
- 1.6 “**Nanaimo**” means the City of Nanaimo;
- 1.7 “**Net Costs**” means Cost of Operation and Maintenance less cost recovery from fees and charges imposed for or in respect of the use of regional parks or trails;
- 1.8 “**Parksville**” means the City of Parksville;
- 1.9 “**Participants**” means the City of Nanaimo, City of Parksville, Town of Qualicum Beach, and Electoral Areas A, B, C, D, E, F, G & H of the Regional District of Nanaimo;
- 1.10 “**Qualicum Beach**” means the Town of Qualicum Beach;
- 1.11 “**Regional District**” means the Regional District of Nanaimo;
- 1.12 “**Regional Parks**” includes any lands, or any estate or interest in lands acquired by the Regional District through the service operated under the Conversion Bylaw and opened to the public as a regional park and trail;
- 1.13 “**Service Area**” means an area within the boundaries of Electoral Areas A, B, C, D, E, F, G & H;
- 1.14 “**Services**” means
- (a) Operation and maintenance of regional parks and trails within the Service Area; and
 - (b) permitting access to and use of regional parks and trails by residents of the Regional District.

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1.15 "Term" means the period of time from the Commencement Date to December 31, 2005.

2.0 INTERPRETATION

2.1 A reference in this Agreement to:

- (a) the singular includes the plural and the plural includes the singular, unless the context otherwise requires;
- (b) the masculine, feminine or neuter includes a reference to the masculine, feminine or neuter, unless the context otherwise requires.

2.2 The headings of paragraphs, articles and sections of this Agreement are for convenience of reference only, do not form part of this Agreement and are not to be used in the interpretation of this Agreement.

2.3 This Agreement is to be governed and construed in accordance with the laws of the Province of British Columbia.

2.4 If any paragraph, article or section of this Agreement is declared or held invalid for any reason, the paragraph, article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.

3.0 SERVICES

3.1 The Regional District covenants and agrees to provide the Services during the Term.

4.0 PAYMENT

4.1 Cost Sharing Formula – Regional Parks Services

- (1) In consideration of the Services to be provided under this Agreement, the following amounts will be contributed by each participant in 2001 towards the Cost of Operation and Maintenance of Regional Parks:

Participant	'Status Quo' Cost	New Distribution	%
City of Nanaimo	--	\$75,582	57.6
City of Parksville	--	\$9,472	7.2
Town of Qualicum Beach	--	\$7,251	5.5
Electoral Areas 'A - H'	\$131,250	\$38,945	29.7

- (2) Payment will be made by the Municipalities to the Regional District for 2001 in the following amounts:

Net payment due from the City of Nanaimo	\$75,582
Net payment due from the City of Parksville	\$9,472
Net payment due from the Town of Qualicum Beach	\$7,251
Total amount contributed by Municipalities	<u>\$92,305</u>

- (3) Subsequent to 2001, payments between the parties shall be made in accordance with the following:
- (a) The population of Nanaimo, Parksville, Qualicum Beach and each Electoral Area shall be based upon the most recent Statistics Canada census information. Population data shall be used annually to determine the percentage share of each Municipality and Electoral Area towards the overall Cost of Operation and Maintenance. Percentage share shall be determined by the proportion of each party's population to the combined overall Participant population.
 - (b) To determine the annual contribution of Nanaimo, Parksville, Qualicum Beach and each Electoral Area, the Cost of Operation and Maintenance for Regional Parks shall be multiplied by the percentage share confirmed in 4.1(3)(a).

4.2 Annual Budget

For the purpose of calculating annual contribution amounts under Section 4.1(3)(b), in each year during the Term of this Agreement, the Regional District shall provide to the Municipalities, on or before November 30th, a statement of Costs of Operation and Maintenance for the year to date ending September 30th and a projected budget for the subsequent year for the Cost of Operation and Maintenance.

4.3 Payment Due Date

The Municipalities shall pay over to the Regional District the amounts calculated under 4.1(3), on or before August 2nd in each year during the Term of this Agreement.

4.4 Debt

The cost of providing the Services under this Agreement is a debt owed by to the party providing the Service.

5.0 NEW REGIONAL PARKS

The Participants shall mutually agree by November 30th of each year, which Regional Parks shall be included in the inventory of Regional Parks, which agreement shall not be unreasonably withheld.

Where a new Regional Park is added, until actual costs are determined, the Cost of Operation and Maintenance for the year the Regional Park is to be added shall be the average Cost of Operation and Maintenance for all Regional Parks for the prior year.

6.0 INDEMNITY

- 6.1 Where a party to this Agreement (hereinafter called the "Supplying Party") provides Sportsfield Services to another party to this Agreement (herein after called the "Receiving Party"), the Receiving Party shall indemnify, defend and save harmless the Supplying Party and its elected and appointed officers, employees, agents, successors and assigns from all manner of actions, causes of action, suits, debts, losses, liabilities, costs, expenses, claims and demands whatsoever arising out of any wrongful act, omission or negligence on the part of the Supplying Party, its elected or appointed officers, employees, agents, successors and assigns arising out of the Recreation Services and/or Sportsfield Services provided under this Agreement.

7.0 PAYMENT RATES

7.1 The Participants acknowledge and agree that payment under Section 4.1 represents a fair and reasonable reimbursement of the costs of the Services to be provided under this Agreement.

8.0 COVENANTS OF THE PARTICIPANTS

8.1 It is a condition precedent to the obligations of the Participants under this Agreement that user or other rates not be charged, either directly or indirectly, for the use of Regional Parks and Trails to residents of the Municipalities in excess of rates payable by or on terms other than those offered to residents of the Service Area.

8.2 The Regional District shall consult with the Municipalities with respect to the planning and co-ordination of future regional parks and trails acquisition and development.

9.0 MISCELLANEOUS

9.1 Waivers

The failure at any time of any party to enforce any of the provisions of this Agreement or to require at any time performance by another party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of any party thereafter to enforce each and every provision of this Agreement.

9.2 Statutory Powers

Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by the Municipalities or the Regional District of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.

9.3 Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

9.4 Assignment

No assignment of this Agreement shall be made by the Regional District without the written consent of the Municipalities. The Municipalities' consent to assign will not release or relieve the Regional District from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Regional District to perform and the Regional District shall pay the Municipalities' reasonable costs incurred in connection with the Regional Districts' request for consent.

9.5 Survival

The articles, sections, subsections and paragraphs providing for the limitation of, waiver of, or protection against liability of the parties hereto shall survive termination, cancellation or expiration of this Agreement.

9.6 Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile shall be deemed to

have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 5 business days after it was posted, addressed as follows:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2
Attention: General Manager, Corporate Services

City of Nanaimo
455 Wallace Street
Nanaimo, B.C. V9R 5J6
Attention: City Clerk

City of Parksville
Box 1390
Parksville, B.C. V9P 2H3
Attention: Director of Administrative Services

Town of Qualicum Beach
Box 130
201 – 660 Primrose Street
Qualicum Beach, B.C. V9K 1S7
Attention: Corporate Administrator

or to such other address or addresses as may from time to time be provided in writing by the parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mails, then the notice shall only be affected if actually received by the person to whom it was mailed.

9.7 Independent Contractor

Where a party to this Agreement (hereinafter called the "Supplying Party") provides Sportsfield Services to another party to this Agreement (herein after called the "Receiving Party"), the Supplying Party shall be deemed to be an independent contractor and not the agent of the Receiving Party. Any and all agents, servants or employees of the Supplying Party or other persons, while engaged in the performance of any work or services required to be performed by one of the under this Agreement, shall not be considered employees of the Receiving Party and any and all claims that may or might arise on behalf of the Supplying Party, their agents, servants or employees as a consequence of any act or omission on behalf of the Supplying Party, its agents, servants, employees or other person, shall not be the obligation or responsibility of the Receiving Party. The Receiving Party, their agents, servants or employees, respectively, shall be entitled to none of the rights, privileges or benefits of employees of the Supplying Party except as otherwise may be stated in this Agreement.

9.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

9.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of

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Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

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

The Corporate Seal of the)
REGIONAL DISTRICT OF NANAIMO)
was hereto affixed in the presence) (seal)
of its authorized signatories:)

Chair)

Officer Responsible for Corporate)
Administration)

The Corporate Seal of the)
CITY OF NANAIMO)
was hereto affixed in the presence) (seal)
of its authorized signatories:)

Mayor)

Officer Responsible for Corporate)
Administration)

The Corporate Seal of the)
CITY OF PARKSVILLE)
was hereto affixed in the presence) (seal)
of its authorized signatories:)

Mayor)

Officer Responsible for Corporate)
Administration)

The Corporate Seal of the)
TOWN OF QUALICUM BEACH)
was hereto affixed in the presence of) (seal)
its authorized signatories:)

Mayor

Officer Responsible for Corporate
Administration

)
)
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)
)
)
)

SCHEDULE "A"

Cost of Maintenance and Operation

Labour - includes wages and benefits;

Equipment - means all equipment involved in the maintenance or operation of regional parks and trails including lawnmowers and vehicles and includes costs of operating plus an amount for depreciation calculated in accordance with the Regional District's usual accounting practices;

Materials - means all materials required to maintain and operate regional parks and trails including bark mulch or planking for trail surfaces;

Field Houses and Minor Structures - means change room, washroom and other facilities at each park, handrails and signage and includes facility costs (cleaning, supplies, lighting, heating, etc.)

Water - means costs related to the irrigation of regional parks and trails;

Electricity - for the operation of field lights at regional parks and trails which are illuminated;

Fleet Maintenance - means the cost of repairing and maintaining vehicles used by parks staff at the facilities, which is reasonably attributable to operation and maintenance of Regional Parks, including depreciation calculated in accordance with the standard municipal accounting practices;

Vandalism - means annual costs for removing the effects of vandalism or repairing vandalized property;

Garbage Collection - means collection of litter from regional parks and trails;

Departmental Overhead - means the following administrative costs of the Parks Service of the Regional District attributable to regional parks and trails operation and maintenance:

- salaries of parks maintenance administrative staff
- staff training
- staff meetings
- costs related to operation of parks works yard
- other miscellaneous costs incidental to the Regional Parks Service (e.g. photocopying, office supplies, office equipment rental, advertising, bank charges, etc.)

Costs of Regional Parks Operation and Maintenance do not include construction of structures or improvements.

TO: C. Mason
General Manager, Corporate Services

DATE: February 26, 2001

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Year 2001 Annual Budget

PURPOSE:

To recommend the Year 2001 annual budget and obtain approval and adoption of "Nanaimo Regional Hospital District 2001 Annual Budget Bylaw No. 123, 2001".

BACKGROUND:

The Year 2001 Provisional Budget approved by the Board includes a 4.5% increase in taxation revenues in anticipation of a further 5% estimated increase, which may be required in 2002 to provide debt financing for the completion of surgical room construction at Nanaimo Regional General Hospital. The budget also included \$1,380,000 for equipment grants in 2001.

There are no changes proposed to the provisional budget with the exception of minor final amounts for year end results. Accordingly, the budget attached to the budget bylaw reflects \$4,516,840 in taxation revenues and \$1,380,000 for capital grants for 2001.

ALTERNATIVES:

1. Approve the 2001 annual budget with a tax requisition of \$4,516,840 and introduce and adopt Bylaw 123.
2. Amend the 2001 annual budget and adopt an amended budget bylaw accordingly.

FINANCIAL IMPLICATIONS:

Alternative 1

A 4.5% increase would raise \$4,516,840 and generate \$174,870 in surplus to meet about half of the requisition requirement estimated for 2002. Capital grants for items costing less than \$100,000 are unchanged from 2000 at \$1,380,000. Residential property owners will pay about \$37.35 per \$100,000 (\$35.86 in 2000) for this alternative. There will be an estimated 5.5% increase in 2002 assuming no further commitments are made in 2001.

Alternative 2

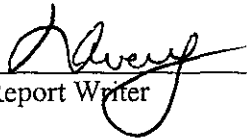
Each 1% change in the proposed requisition would increase or reduce residential property taxes by .38 (thirty eight) cents per \$100,000 of assessment.

SUMMARY/CONCLUSIONS:

The projected annual budget for the Hospital District is unchanged from the provisional budget adopted in December 2000. Property taxes raised will total \$4,516,840, an increase of 4.5% over 2000. Residential property tax rates will rise from about \$35.86 in 2000 to \$37.35 in 2001. Staff recommends the budget as presented.

RECOMMENDATION:

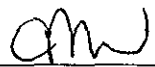
1. That the 2001 annual Hospital District budget be approved with property taxes of \$4,516,840 and equipment grants for items costing less than \$100,000 of \$1,380,000.
2. That "Nanaimo Regional Hospital District Annual Budget Bylaw No. 123, 2001" be introduced for three readings.
3. That "Nanaimo Regional Hospital District Annual Budget Bylaw No. 123, 2001" having received three readings be adopted.



Report Writer



General Manager Concurrence



A C.A.O. Concurrence

COMMENTS:

NANAIMO REGIONAL HOSPITAL DISTRICT

BYLAW NO. 123

**A BYLAW TO ADOPT THE ANNUAL
BUDGET FOR THE YEAR 2001**

The Nanaimo Regional Hospital District, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the "Nanaimo Regional Hospital District 2001 Annual Budget Bylaw No. 123, 2001".
2. Schedule 'A' attached hereto and forming part of this bylaw is the Annual Budget for the Nanaimo Regional Hospital District for the year ending December 31, 2001.

Introduced and read three times this 13th day of March, 2001.

Adopted this 13th day of March, 2001.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

Chairperson

General Manager, Corporate Services

**NANAIMO REGIONAL HOSPITAL DISTRICT
2001 ANNUAL BUDGET**

**2001
ANNUAL**

Property taxes	\$4,516,840
Grants in lieu	23,170
Interest	107,425
	<u>\$4,647,435</u>
Administration	\$8,000
Debenture payments	3,267,120
Debenture issue expense/temp financing	147,020
Equipment grants	1,380,000
	<u>\$4,655,120</u>
Current surplus(deficit)	(7,685)
Prior year surplus applied	182,555
Net surplus	<u>\$174,870</u>

TO: Neil Connelly
General Manager of Community Services

DATE: February 26, 2001

FROM: Tom Osborne
Manager of Recreation and Parks

FILE: 6240-20-LMMC

SUBJECT: Offer of Tenure for 442 hectares of Proposed Regional Park land in Electoral Area 'F'

Purpose:

To consider an offer of a 20 year Licence of Occupation from the Province (British Columbia Assets and Land Corporation – BCALC) for two parcels of proposed regional park land referred to as *Little Mountain Regional Park* and *Morison Creek Regional Park*, both situated in Electoral Area 'F'.

Background:

A Licence of Occupation for 442 hectares of proposed regional park land has been received from the Provincial agency responsible for administering Crown land tenures (BCALC) (Appendix 1). The offer is time sensitive, and requires the completion of a written response from the Regional District by April 12, 2001. The two forested parcels have been proposed as regional parks for several years following a Provincial announcement of their intended new status by the Minister of Environment, Lands and Parks (the Honourable Moe Sihota, MLA) in 1996. For the benefit of the Regional Board, a synopsis of the proposed parks' histories is included as *Appendix 2* to this report.

The current offer of a 20 year licence of occupation for regional park purposes was received in January 2001. This offer is for a non-exclusive tenure, meaning the Province retains the right to make other dispositions of or over the land. Although much of the land included in the offer is forested, there is an existing licence already issued on part of the property for a communication site. The offer does not include those parts of the land that consist of highways (as defined in the Highway Act). Four designated but un-constructed roads pass through the two parks, with one (the Bellevue Road extension to Englishman River Estates) highlighted in the recent Area 'F' Official Community Plan.

In response to growing concern at the number of tragic deaths occurring at Little Mountain, the Regional Board, at its December 2000 meeting moved to request the Province of BC to install fencing at the cliff area as soon as possible (Appendix 3). A letter was forwarded to BCALC with this request. No action in this regard has been made by BCALC.

A response to the licence offer was due by March 12, 2001 however this has been extended to April 12, 2001. If the completed documents accepting or declining the offer are not forwarded to BCALC by this date, the offer will terminate.

Alternatives:

1. Accept tenure offer as it stands.
2. Decline tenure offer as it stands.
3. Decline and request alternate tenure offer from BCALC to include exclusive tenure such as a free Crown Grant or a longer term licence.

Financial Implications:

A fee of \$161.57 is required for processing the Licence, if alternative one is pursued.

The 2001 Regional Parks budget has no funds allocated for managing either of these parks in the current financial year. In the 2001 Provisional Budget, \$2,500 has been allocated to be used for funding trail signage on the RDN Trail System in this area.

The original offer required the Regional District prepare a management plan and schedule of works that could be submitted as part of a tenure upgrade. These were not prepared at the time of the land transfer application (1996), however recreational trail development is ongoing on an informal basis in the parks. Funding considerations for a management plan would need to be included in 2002 budget discussions. A management plan for parks of this size will take several months to complete. Recreation use of the two parks is well established, and it is likely there will be considerable public interest in having input to a park planning process. A management plan process to include public consultation, an environmental overview, and a range of options for recreation development and park operations will cost in excess of \$25,000.

To upgrade to a more secure tenure in the future, such as a lease or an application for a Free Crown Grant, a survey plan of the land by a BC Land Surveyor will be required. The cost of such an exercise is likely to be in excess of \$50,000.

In the short term, the Regional District may also be faced with fencing costs at the top of Little Mountain or providing for alternative safety barriers.

Intergovernmental Implications:

There are a number of intergovernmental issues to be considered.

Discussions should be held with the Ministry of Transportation and Highways regarding their anticipated construction timetables for designated (but un-constructed) roads within the parks. The Area 'F' OCP (1999) indicates no major road construction is anticipated by the Ministry during the five year period 1999-2004.

The Province has not addressed the recent Regional Board request regarding safety fencing. Acceptance of the licence may require the Regional District to take on this task.

The First Nations' land claims process is ongoing, with the several local bands approaching the process in different ways. Staff are not aware of any claims to the proposed parks, however a licence of occupation gives no secure tenure should a treaty negotiation process rule the Crown land be included in a settlement.

An expansion to the existing Wildlife Management Area (WMA) has been proposed for portions of "Return to Crown" land and un-surveyed foreshore of Englishman River and parts of Morison Creek. A portion of the WMA expansion on Morison Creek will be within the regional park. The Regional District has withheld approval of the WMA expansion proposal until the regional park transfers have been undertaken.

Citizen Implications:

There is considerable public interest in the two regional parks. The public was involved in the compilation of the Regional Park System Plan in the early 1990s when these two areas were suggested as being suitable for large regional parks. Since the announcement by the Minister in 1996, the Regional

District has fielded numerous enquiries regarding the management, development and operations for the two parcels. The local population is well aware that the land has been slated for park, but since the announcement no active management has been undertaken by BCALC.

Concerns of illegally dumped waste and the effect on neighbouring wells prompted the Recreation and Parks staff to organize a volunteer cleanup of one site in 1999. A local youth group, Adventurers Anonymous, has undertaken several fundraising clean-up efforts of debris (cars, appliances, furniture, etc.) from the foot of the Little Mountain cliffs. There is evidence of botanical harvesting (e.g., commercial salal picking) in both parks, and there have been reported incidents of tree falling and firewood gathering.

There are risks and liability concerns associated with a small portion of the land that includes the cliffs of the Little Mountain property, and a need to ensure public safety. Following the most recent tragic death from a fall from the cliff, the public and officials alike made increased calls for safety barriers. A public fundraising campaign has been discussed although no details are available at this point.

There is considerable outdoor recreation potential within the 442 hectares of land being offered. Both sites offer opportunities for multi-use (non-vehicular) trails, nature appreciation, wildlife viewing, and scenic viewpoints. The growing RDN trail system proposes links to Top Bridge and Englishman River Falls Provincial Park through the parks. Conservation values within the parks include protection of Coastal Douglas fir forest habitat within the Nanaimo Lowlands eco-zone, fish habitat protection on Morison Creek, and habitat protection for a variety of common and threatened species.

Summary:

The province has offered a 20 year Licence of Occupation for 442 hectares of proposed regional park at Little Mountain and Morison Creek in electoral area F. The offer is the latest in a series of offers that extend back to 1996 and the Minister's announcement that the Crown Land parcels were to be transferred to the Regional District. Acceptance of the offer would have significant financial and intergovernmental implications for the Regional District in managing a large land area within the scope of a limited Licence and 20 year tenure.

Recommendation:

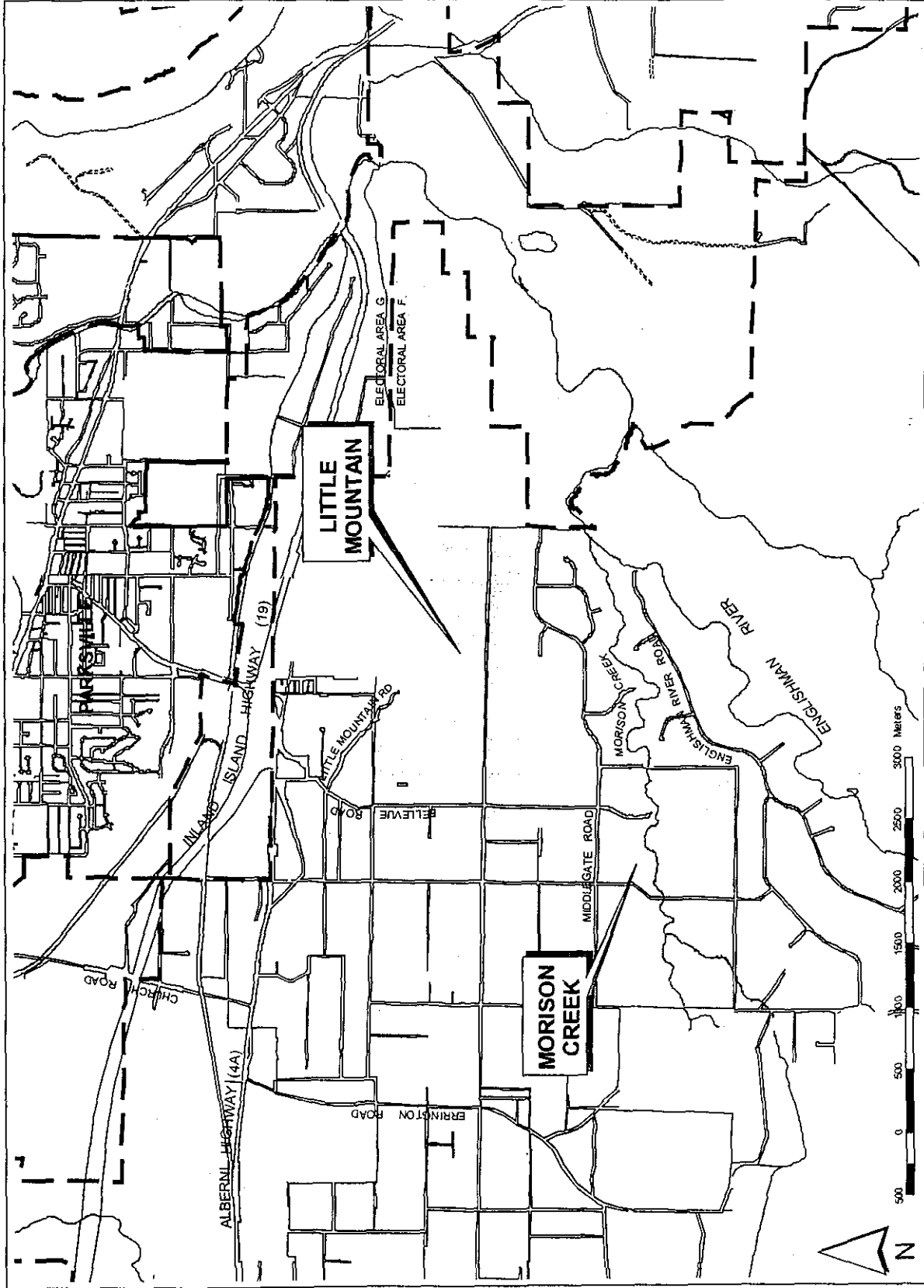
That the Regional District decline the offer of a 20 year Licence of Occupation from the BC Assets and Land Corporation and request an alternative offer that provides for exclusive or longer term tenure and assistance with park management issues.

B. Loukas
Report Writer
for

Monnelly
General Manager Concurrence
Ravie
C.A.O Concurrence

COMMENTS:

- Appendix 1 Map
- Appendix 2 History
- Appendix 3 Photo of the cliffs



History:

During the early 1990s, Regional District staff researched and compiled a Park System Plan for the purpose of establishing a Regional Park function. This process involved consultation with private landowners, the general public, and government agencies. The Plan was approved by the Minister of Environment, Lands and Parks in October 1995, and adopted as a Regional District bylaw (Bylaw No. 921) on November 14, 1995. The Park System Plan included Little Mountain and Morison Creek as significant sites with attributes worth considering for park purposes.

At around the same time that the Park System Plan was being developed, the Vancouver Island Land Use Plan was being prepared by Provincial agencies as a means to identify and reduce conflicts in land usage by means of providing a platform for sustainable resource use, environmental protection, and securing a stable future for Island communities. The Ministry of Forests was also considering creating Woodlot Licence opportunities for harvesting the forests of Little Mountain and Morison Creek at this time.

As a result of public pressure to protect the two parcels from Woodlot harvesting, the high environmental values of the parcels, and the fact that an approved Regional Park System Plan was in place, the Land Use Planning process identified Little Mountain (308 hectares) and Morison Creek (134 hectares) as having values worth protecting as regional parks. The Minister of Environment, Lands and Parks announced the transfer of the Crown land parcels to the Regional District on February 5, 1996. In a follow up letter to the Regional Board, the Minister invited the Board to submit an application for licences of occupation for the Crown land areas.

The letter went on to say *“Licences will formally secure the areas for park purposes while you develop plans for their long- term management and operation. At any time during the licence term, you may apply to convert these tenures to a more secure lease or fee simple tenure, in accordance with our land disposition policy”*.

A staff report was prepared for the Board’s consideration at the June 11, 1996 meeting. The Board recommended applying to the Province for the licences of occupation, and directed staff to prepare a management plan and schedule of works as part of the 1997 budget review to enable transferring licences to a more secure tenure. Applications for the two parks were made in July 1996. No development plans were prepared at that time.

In March 1997 staff noted that a delay of processing seemed likely due to Provincial agencies requirements for First Nations’ consultation. A meeting was held May 6, 1997 between Regional District senior staff and Ministry staff to discuss a number of Crown land applications. A follow-up letter from the Chief Administrative Officer questioned the delays in processing four applications, including the Little Mountain and Morison Creek transfers. The reply from the Ministry in July explained that First Nations’ consultation for the two regional parks was under review, but that no delays were anticipated and that licenses would be issued as soon as possible.

In September 1997, Ministry staff informed Regional District staff the licence documents were being drawn up and to expect them by the end of the year. However, in January 1998, a status update from Crown lands staff indicated that First Nations’ consultation had yet to be undertaken for these two parcels. This was conveyed to the Regional Board who, at the April 14, 1998 meeting directed staff to request the Province to expedite the transfer. This was done by way of letter from the General Manager, Community Services. This letter was acknowledged and the Regional District was invited to participate in First Nations’ discussions relating to the two parks.

The Manager of Recreation and Parks discussed with BCALC staff various options for involving Regional District staff in the Provincial government’s First Nations’ consultation process. In August 1998, the Manager wrote to the Province to request a short-term licensing arrangement for the parks. It was anticipated this would enable the Regional District to become more involved in the management of the sites, allowing for allocations of staff time and resources to address liability and access concerns, and to assist in First Nations’ consultation.

A two year licence offer was received from the Province in October 1998. This offer made no mention of the ultimate purpose of the lands (as regional parks), instead offered tenure for the purposes of "...management of land including control of unauthorized dumping, vandalism and vehicular access purposes". Some of the conditions set out in the offer, including the lack of reference to regional park purposes, caused the Regional District solicitor to counsel against entering into the agreement.

The two year licence was revised in January 1999 to include "...maintenance of a regional trail system". Again legal counsel discouraged the licence's acceptance for reasons of definitions of trails under the Park (Regional) Act and the length of tenure being offered. A staff report to the Board in April 1999 addressed the inability of the Regional District to accept the licence offer, and expressed disappointment that the process was taking so long. The Board directed that a meeting be arranged with the Minister of Environment, Lands and Parks to advance the transfer of the lands. A letter to the Minister (Cathy McGregor) was sent on April 19, 1999 requesting a meeting between her and the Chair of the Regional Board. No formal meeting was arranged.

The current offer before the Board was received in January 2001.



Little Mountain cliff top overlooking proposed regional parks.

Little Mountain cliff top.





REGIONAL DISTRICT OF NANAIMO		
FEB 15 2001		
CHAIR	GMCrs	
CAO	GMDS	
GMCrs	GMS	
	<i>C. CSE</i>	<input checked="" type="checkbox"/>

MEMORANDUM

TO: Neil Connelly
General Manager of Community Services

DATE: February 13, 2001

FROM: Tom Osborne
Manager of Recreation and Parks

FILE: 0870-20-LCC

SUBJECT: Lighthouse Community Centre Lease Agreement (Electoral Area H)

PURPOSE:

To consider the attached lease agreement between the Regional District of Nanaimo and the Lighthouse Community Centre Society.

BACKGROUND:

The Lighthouse Community Centre Society owns and operates the Lighthouse Community Centre located on Regional District property (legally described as: Lot 1, District Lot 32, Newcastle District, Plan 42674) on Lions Way. A map of the site, which is in Electoral Area H, is attached. The Community Centre has been in operation since its construction in 1983 on Crown property. On November 30, 1999 the Regional District received a Crown grant for the property and now has title on the land, which necessitates the requirement of a lease agreement with the Society. A portable office building used by the Qualicum Bay-Horne Lake Waterworks District is located on the northeast corner of the property. A lease agreement with the Waterworks District will be dealt with in the near future in a separate report.

Summary of Lease Agreement Terms & Conditions

Term, Rent & Responsibilities:

The proposed term of the agreement is ten years with a rental charge of one dollar. Under the lease agreement, the Society agrees to accept all costs and expenses during the term. If the lease expires and the Society is permitted to continue occupying the land, the lease will continue on a monthly basis.

Insurance & Indemnity:

The Lighthouse Community Centre Society carries liability insurance of \$3 million with the Regional District named as an additional insured under its policy. The Society is responsible for maintaining the existing improvements on the property and for ensuring that all activities are in compliance with the applicable laws, bylaws, regulations and recommendations.

Enjoyment & Subletting:

The Society is permitted to use the land provided that the District may inspect the property upon reasonable notice. The Society is permitted to operate the community centre and has the ability to license the use of the land on a short-term occasional basis. The Society must receive the District's prior approval before subletting the land to another group on a long-term basis.

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Arbitration, Builders Liens, Improvements:

If a dispute arises between the parties regarding a provision of the lease agreement, it shall be referred to arbitration. The Society shall accept full responsibility for any or all accounts due with respect to improvements on the land. The Society has the right to remove any or all improvements on the land prior to the expiration of the lease. However, if the improvements remain on the property after the term of the lease, the Region may elect to retain the improvements or require the Society to remove the improvements at the Society's cost.

Termination:

If the Society defaults in any covenant of the agreement and continues in default for 30 days, or if the land becomes vacant or unused for a period of 90 days, the District may at its option take possession of the lands immediately. Either party may terminate the agreement at any time upon 60 days notice in writing to the other party.

ALTERNATIVES:

1. Authorize the lease agreement with the Lighthouse Community Centre Society, as presented;
2. Authorize the lease agreement with the Lighthouse Community Centre Society, as amended;
3. Provide alternative direction regarding the lease agreement and the use of the property.

FINANCIAL IMPLICATIONS:


There are no financial implications. The lease agreement is with a non-profit society and is proposed to be for the rent of \$1.00.


SUMMARY:


The Lighthouse Community Centre Society has been operating a community centre on the property since 1983. In 1999 the Regional District received a Crown grant for the property and now has title of the land necessitating the requirement of a lease agreement with the Society. The Society has reviewed the agreement and has accepted the terms as proposed. Staff is recommending that the lease agreement be signed for a ten-year term. Pursuant to s.187 of the *Local Government Act*, public notice of the lease agreement has been advertised in the local newspaper.

RECOMMENDATION:

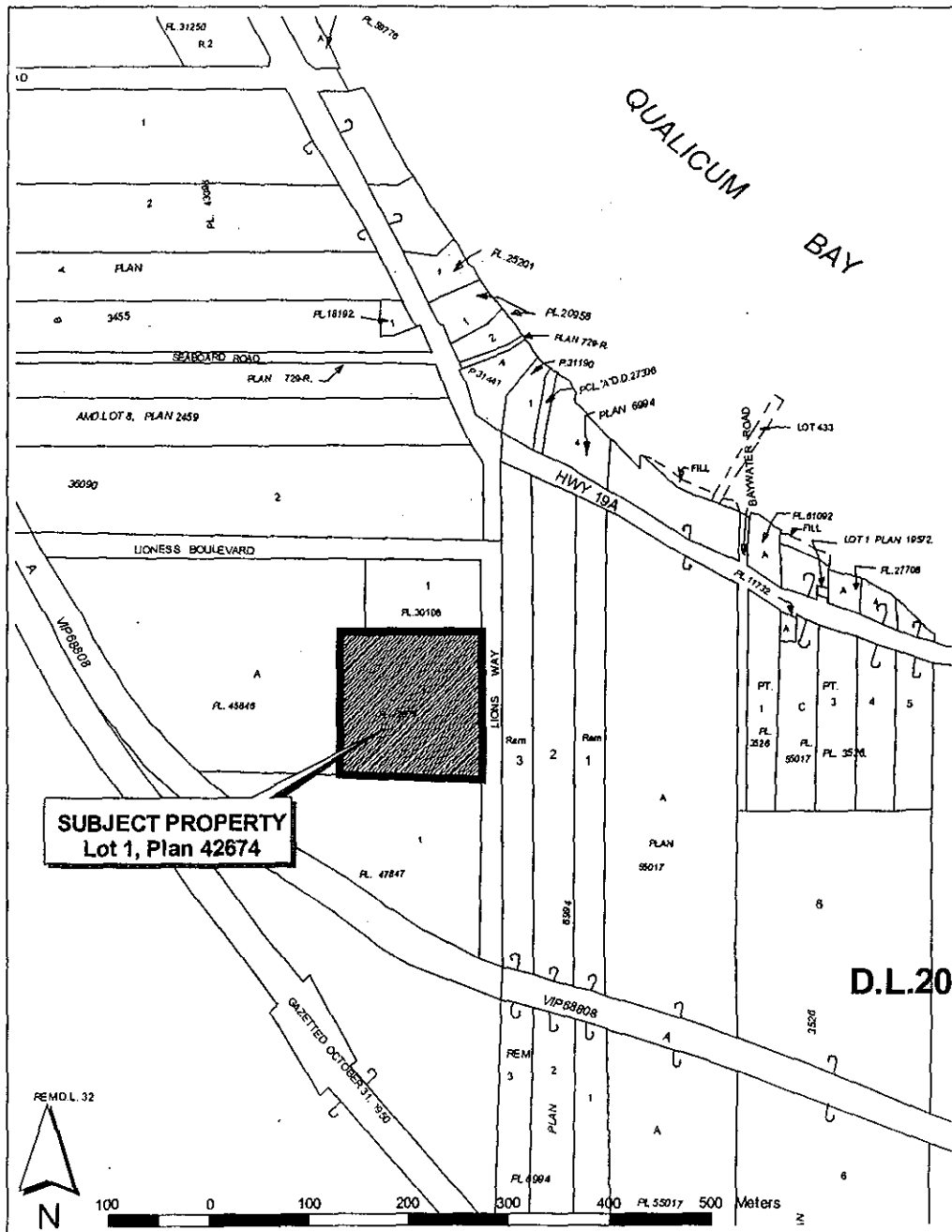
That the lease agreement between the Lighthouse Community Centre Society and the Regional District of Nanaimo for the property legally described as: Lot 1, District Lot 32, Newcastle District, Plan 42674 for a ten year term be approved.


Report Writer


General-Manager Concurrence


CAO Concurrence

COMMENTS:



**LIGHTHOUSE COMMUNITY CENTRE
LEASE AGREEMENT**

THIS LEASE AGREEMENT is dated for reference the 15th day of March, 2001 and effective the 1st day of February 2001.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY
240 Lions Way
Qualicum Beach, BC
V9K 2E2

(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS:

A. The Regional District is the registered owner in fee simple of lands legally described as:

Lot 1,
District Lot 32,
Newcastle District,
Plan 42674

(the "Lands").

B. At the expense and instance of the Society, the Society has constructed a building on the Lands for use as a community centre and community hall (the "Building") and the Building is, and shall remain during the term of this Lease, the property of the Society, its successors and assigns.

- C. The parties wish to provide for the lease of the Lands to the Society upon the terms and conditions set out herein and also wish to establish their respective positions upon the termination or expiration of the term of the lease.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the rents, covenants, agreements and conditions hereinafter reserved and contained on the part of the Society to be respectively paid, kept, observed and performed, the Regional District hereby demises and leases unto the Society the Lands, to hold the Lands unto the Society for a term of ten (10) years from and including February 1, 2001 to and including January 31, 2011 (the "Term"), subject to the terms and conditions herein set forth.

1.00 RENT AND RESPONSIBILITY FOR EXPENSES

- 1.01 Yielding and paying therefor unto the Regional District upon the execution of this Lease, the rent of One Dollar (\$1.00) for the Term herein granted, the receipt of which is hereby acknowledged.
- 1.02 It is intended by the parties that the Lands be of no cost or expense to the Regional District during the Term and accordingly the Society agrees to pay, whether on its own behalf or on behalf of the Regional District, all costs of every nature and kind relating to the Lands and/or any improvements thereon, and the Society agrees to indemnify the Regional District from and against any such costs and expenses incurred by the Regional District directly.

2.00 INSURANCE MAINTENANCE, RISK AND INDEMNITY

- 2.01 The Society agrees to take out and keep in full force and effect throughout the Term and during such other time as the Society occupies the Lands or any part thereof at the expense of the Society:
- (a) all risk building insurance for the full replacement value of the improvements on the Lands;
 - (b) comprehensive general liability insurance, including without limitation non-owned automobile insurance, and tenant fire legal liability insurance, against claims for personal injury, death or property damage or loss upon, in or about the Lands or otherwise howsoever rising out of the operations of the Society or any person conducting business or activities from the Lands, to the limit as may be reasonably required by the Regional District from time to time but, in any case, of not less than Three Million (\$3,000,000.00) Dollars in respect to injury or death to a single person and in respect of any one accident concerning property damage.

The Society and the Regional District shall both be named as insured under such liability policy or policies of insurance.

- 2.02 Any buildings, furniture, equipment, machinery, fixtures and improvements placed on the Lands by the Society shall be entirely at the risk of the Society.

- 2.03 The Society agrees to comply promptly at its expense with all laws, bylaws, regulations, requirements and recommendations, which may be applicable to the manner of use of the Lands, made by any and all federal, provincial, local government and other authorities or association of insurance underwriters or agents and all notices in pursuance of same, provided however that the Society shall have no liability to make any improvements, alterations or additions to the Lands which may be required by authorities or associations unless due to the use made of the Lands by the Society.
- 2.04 The Society agrees to maintain the Lands and the improvements thereon in good repair and in a neat and tidy condition, and to not do or permit any act or neglect which may in any manner directly or indirectly be or become a nuisance or interfere with the comfort of any person occupying land in the vicinity of the Lands.
- 2.05.1 The Society agrees to indemnify and save harmless the Regional District, its elected and appointed offices and employees, from any and all claims, suits, actions, costs, fees and expenses of any kind whatsoever brought against or incurred by the Regional District or its elected and appointed officers and employees in any way relating to the Society's use of the Lands during the Term of this Lease. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.
- 2.06 The Society shall not construct or place on the Lands any improvements without first obtaining the prior written consent of the Regional District and obtaining all required building or development permits.

3.00 QUIET ENJOYMENT

- 3.01 The Regional District covenants with the Society for quiet enjoyment, for so long as the Society is not in default hereunder.
- 3.02 The Society shall permit the Regional District and its servants and agents at all reasonable times, upon twenty-four (24) hours' notice in writing, specifying the time of inspection, during the Term of this Lease to enter the Lands and every part thereof to examine the condition thereof, and if any want or repair shall be found on such examination and notice thereof is given, the Society will, within ninety (90) days of the giving of that notice, well and truly repair in accordance with that notice.

4.00 USE, ASSIGNMENT AND SUBLETTING

- 4.01 The Society agrees to not use the Lands for any purpose other than as a community centre or a community hall.
- 4.02 The Society agrees that it will not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands or any part thereof to be used by others by licence or otherwise without the prior written consent of the Regional District in each instance which shall not be arbitrarily or unreasonably withheld. Provided however that the provisions of this paragraph shall not restrict the right of the Society to licence the use or occupation of the Lands or Building on a

short term, occasional basis for a use or purpose that is within the ordinary use and for the ordinary purposes of the Society without prior written consent of the Regional District.

- 4.03 In no event shall any assignment, or subletting, or sub-licensing to which the Regional District may have consented release or relieve the Society from its obligations to fully perform all the terms, covenants and conditions of this Lease on its part to be performed.
- 4.04 In the sublease between the Society and an assignee or subtenant under any assignment or sublease consented to by the Regional District, the Society shall require that the subtenant or assignee agree to be bound by all of the Society's obligations under this Lease.
- 4.05 A dispute between the parties about whether a license granted by the Society is a short term occasional use shall be determined in accordance with Article 9.
- 4.06 The Regional District reserves the right to grant other dispositions on the Lands, or any part of it, with the prior consent of the Society, which consent shall not be unreasonably withheld.

5.00 HOLDING OVER

- 5.01 If the Society continues to occupy the Lands with the consent of the Regional District after the expiration or other termination of the Term without any further written agreement, the Society shall be a monthly lessee subject always to all of the provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Regional District from taking action for recovery of possession of the Lands.

6.00 APPROVALS

- 6.01 No provision in this Lease requiring the Regional District's or the Society's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Regional District or the Society relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Regional District on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

7.00 RELATIONSHIP OF PARTIES

- 7.01 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of commutation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

8.00 SOLE AGREEMENT

8.01 This Lease sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between parties concerning the Lands and there are no warranties, representations, covenants, promises, agreements, conditions or understanding, either oral or written, express or implied, between them other than as set forth in this Lease.

9.00 ARBITRATION

9.01 In the event of a bona fide dispute arising between the Society and the Regional District as to any matter, question or determination arising or required to be made under this Lease, such dispute shall immediately be referred to an arbitrator agreed upon by the Society and the Regional District or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the *Commercial Arbitration Act* of British Columbia, and amendments thereof, or such other Statute or Statutes of like effect being in force in British Columbia, and such arbitrator, whether agreed upon or appointed under the said Statute shall have access to such records of the parties as may be reasonably necessary and the decision of the arbitrator shall be final and binding upon the parties. Except as otherwise provided for in this Agreement, the costs of the arbitration shall follow the award, unless otherwise determined by the Arbitrator.

10.00 BUILDERS LIENS

10.01 The Society shall promptly pay as and when the same falls due any and all accounts for work done or material supplied in respect of improvements made to the Lands where such improvements are made at the request of and on the credit of, or on behalf, or with the privity or consent of, or for the direct benefit of, the Society. The Society will not cause, suffer or permit any encumbrance (including personal property security agreements of any type, liens or charges), lien or charge to arise or exist or be claimed upon the Lands or in respect thereof, provided that should any such claim of lien arise or exist, the Society shall immediately post with the Regional District sufficient security in the form of cash or a bank draft to discharge the same and shall further immediately proceed to a court of competent jurisdiction to cause the validity of such claim of lien to be determined and shall upon such determination cause the registration of such claim of lien against the title to the Lands to be terminated, and in that regard, shall satisfy the lien if it is found valid. Should the Society, at any time after the granting of security, fail, upon the request of the Regional District, to provide the Regional District with proof of its diligent pursuit of a determination of the validity of the claim, lien or the discharge thereof, the Regional District may utilize the security provided by the Society to discharge the claim of lien or liens upon five (5) days' notice in writing of its intention. Should the Society fail to immediately post with the Regional District sufficient security in the form of cash or bank draft to discharge the claim of lien, or should the Society fail to immediately discharge any lien, the Regional District in addition to any right or remedy may, but shall not be obligated to, discharge the claim of lien or liens by paying the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the Regional District shall be paid by the Society to the Regional District forthwith upon demand. In no case shall the Regional District be required to investigate the validity of the claim of lien or liens prior to discharging the same in accordance with this clause. The Regional District shall be entitled at all times during the Term to place notices on the Lands

pursuant to section 13 of the *Builders Lien Act*, R.S.B.C. 1979, or successor or similar legislation.

11.00 REMOVAL OF IMPROVEMENTS

- 11.01 All improvements and all articles of personal property constructed, owned or installed by the Society at the expense of the Society on the Lands shall remain the property of the Society and may be removed by the Society at any time until the end of the Term or earlier termination of this Lease. The Society agrees that it will, at its expense, repair any damage to the Lands caused by the construction, installation, existence, use or removal thereof (the "Restoration"). Before removing such property the Society shall notify the Regional District of its intention to do so and shall, if required by the Regional District, post a bond in an amount and form satisfactory to the Regional District as security for performance of the Society's obligations for the Restoration.
- 11.02 If the Society does not remove the property which is removable by the Society pursuant to clause 11.01 prior to the end of the Term or the sooner termination of this Lease, such property shall, if the Regional District elects, be deemed to become the Regional District's property and the Regional District may remove the same at the expense of the Society, and the cost of such removal will be paid by the Society forthwith to the Regional District on demand.

12.00 EXPROPRIATION

- 12.01 If the whole of the Lands shall be acquired or expropriated by an authority having the power of such acquisition or expropriation, the Term of this Lease shall cease from the date of entry by such authority. If only a portion of the Lands shall be so acquired or expropriated, this Lease shall cease and terminate at the Regional District's option, or at the Society's option. In either event, however, and whether all or only a portion of the Lands shall be so acquired or expropriated, nothing herein contained shall prevent the Regional District or the Society or both from recovering damages from such authority for the value of their respective interest or for such other damages and expenses allowed by law, but in such event neither party shall have an action against the other in respect of any breach of this Lease caused directly or indirectly by such event.

13.00 DEFAULT AND EARLY TERMINATION

- 13.01 The Society further covenants with the Regional District that if the Society shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the Society shall continue for thirty (30) days after written notice thereof to the Society by the Regional District, or in case the Lands shall be vacated or become vacated or remain unoccupied or unused for ninety (90) days, then by law may at its option forthwith re-enter and take possession of the Lands immediately and by reasonable force if necessary without any previous notice of intention to re-enter and may remove any persons and property therefrom and may use such force and assistance in making such removal as the Regional District may deem advisable to recover at once full and exclusive possession of the Lands.

- 13.02 If the Term hereof or any renewal therefor or any of the goods or chattel of the Society shall at any time be seized or taken in execution or attachment by any creditor of the Society or if the Society shall make any assignment for the benefit of creditors or commit any other act of bankruptcy or shall become bankrupt or insolvent or shall take the benefit of any bankruptcy or insolvency legislation or if a receiver of any part of the business or property of the Society be appointed by a court or any person or in the case that the Lands are used by any other person or for any other purpose than is herein provided without the written consent of the Regional District or if any other shall be made for the winding up or dissolution of the Society or it should otherwise cease to exist or if the purposes of the Society are altered without the prior written consent of the Regional District, then the Term hereof or any renewal thereof shall become forfeit and void, and it shall be lawful for the Regional District any time thereafter to re-enter into or upon the Lands 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 herein contained to the contrary and neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors or otherwise by operation of law.
- 13.03 Either party to this Agreement may terminate the Agreement at any time upon sixty (60) days notice in writing to the other party. If the Regional District exercises this right of termination then it may recover possession of the Lands in accordance with paragraph 13.01.

14.00 REGISTRATION

- 14.01 If the Society shall cause this Lease or any provision hereof to be registered pursuant to the *Land Title Act*, to pay all expenses incurred for that purpose including registration fees, procurement of any sketch or plan or other description which may be required, and to indemnify the Regional District for all expenses incurred in cancelling that registration upon the termination or expiration of the Term of this Lease.

15.00 APPLICABLE LAW, COURT LANGUAGE

- 15.01 This Lease shall be governed and construed by the laws of the Province of British Columbia.
- 15.02 The venue of any proceedings taken in respect of this Lease shall be at Nanaimo, British Columbia, so long as such venue is permitted by law, and the Society shall consent to any applications by the Regional District to change the venue of any proceedings taken elsewhere to Nanaimo, British Columbia.

16.00 CONSTRUED COVENANT, SEVERABILITY

- 16.01 All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

17.00 TIME

17.01 Time shall be of the essence hereof.

18.00 NOTICE

18.01 All payment from the Society to the Regional District shall be sent to the Regional District at the following address:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

and all payments from the Regional District to the Society shall be sent to the Society at the following address:

Lighthouse Community Centre Society
240 Lions Way
Qualicum Beach, BC
V9K 2E2

or such other places as the Regional District and the Society may designate from time to time in writing to each other.

18.02 Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed.

18.03 Any notice or service required to be given or effected under any statutory provision or rules of court from time to time in effect in the Province of British Columbia shall be sufficiently given or served if mailed or delivered at the addresses as aforesaid.

18.04 Any party hereto may at any time give notice in writing to any other of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address herein specified shall be deemed to be the address of such party for the giving of notices hereunder.

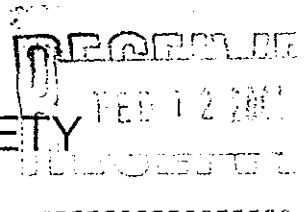
19.00 WAIVER

19.01 The failure of either party to insist upon strict performance of any covenant or condition contained in this Lease or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.

19.02 The acceptance by the Regional District of a part payment of any sum required to be paid hereunder shall not constitute waiver or release of the right of the Regional District to payment in full of such sum.

LIGHTHOUSE COMMUNITY CENTRE SOCIETY

240 Lions Way, Qualicum Beach, BC V9K 2E2



February 12, 2001

Tom Osborne, Manager of Recreation and Parks
District 69 Area
Box 1119
Parksville, BC V9P 2H2

RE: LIGHTHOUSE COMMUNITY CENTRE DRAFT LEASE AGREEMENT

Please be advised that at a regular meeting held February 7, 2001, the Board of Directors for the Lighthouse Community Centre Society passed a motion accepting the terms and conditions of the draft lease agreement received January 2, 2001, with the exception to the term of the lease. The Board requests a term of ten years instead of five years for the lease.

Our liability insurance policy will be amended to three million dollars with the Regional District of Nanaimo as a named insured upon execution of the lease agreement.

Also, please note our correct mailing address as indicated above for any correspondence as well as the lease agreement.

Thank you for your assistance.

Yours truly,

A handwritten signature in cursive script that reads "Randi Myhres".

Randi Myhres

Vice President

TO: Kelly Daniels
Chief Administrative Officer

DATE: February 27, 2001

FROM: Neil Connelly
General Manager of Community Services

FILE: 1855-01

SUBJECT: Canada / BC Infrastructure Program Application

Purpose:

To consider an application under the Infrastructure Program to assist with regional trail system development and the construction of a bridge over the Englishman River at Top Bridge.

Background:

In October 2000, the Province of BC and the Government of Canada signed an agreement with respect to a new Canada / BC Infrastructure Program. Cost sharing for projects is based on the federal, provincial, and local government providing an equal one-third share.

The majority of funds are to be directed to green municipal infrastructure type projects related to water and waste management but a maximum of 25% of the program funding is to be directed to other infrastructure projects including tourism, recreation and local transportation. The deadline for the first group of projects to be reviewed under the six-year \$800 million program is March 15, 2001.

In the fall of 1998, the Regional Board received a Rathrevor to Top Bridge Project 1 Trail Report. It outlined a development proposal for a key section of the RDN trail system that would link through to the Trans Canada Trail in the south and the balance of the regional trail system to the north and west (Appendix 1).

The development of a pedestrian bridge over the Englishman River at Top Bridge at the existing road right-of-way and site of old bridges first constructed in 1886, would allow for the link up of provincial, municipal and regional parks and a major advancement of the regional trail system.

The report included specifications for two short span bridges which would cross the river, and estimated costs of \$300,000 – approximately \$175,000 for the first bridge and \$125,000 for the second. Fundraising and the various roles of the partners in the project, including the City of Parksville, Regional District, Ministry of Transportation and Highways, Oceanside Tourism and others were outlined in the report.

The bridge project meets the program screening criteria for funding in the following ways. It is an eligible project in the “other” category, it advances the regional district’s trail system plan, it requires senior government financial support to move forward, and addresses other criteria related to economic growth, tourism, public safety, recreation, heritage, and the environment.

Alternatives:

1. Apply for an Infrastructure Program grant for a trail system bridge over the Englishman River at Top Bridge.
2. Not apply for an Infrastructure Program grant for a trail system bridge over the Englishman River at Top Bridge.

Financial Implications:

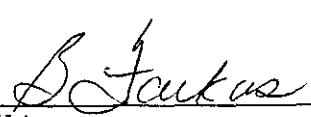
Estimated costs for the bridge project in 1998 were \$300,000, involving two spans at a cost of \$175,000 and \$125,000 each. The program requires one-third funding from the Regional District, which would need to be allocated, if successful, from the regional parks acquisition and capital reserve fund in future years.

Summary:

Although the emphasis for funding in the Canada / BC Infrastructure Program is on green municipal infrastructure type projects, 25% of the \$800 million program has been allocated to other projects that support uses such as recreation and infrastructure supporting tourism. A bridge over the Englishman River at Top Bridge is a key component of the Regional District's trail system. It meets the program criteria. Senior government funding would assist in advancing trail development and other economic development, tourism and recreational objectives in the region as outlined in the Regional District's Growth Management Plan and Park System and Trail Plans.

Recommendation:

That the Regional District apply for a Canada / BC Infrastructure Program grant for the trail system bridge over the Englishman River at Top Bridge.


Report Writer


C.A.O. Concurrence

COMMENTS:

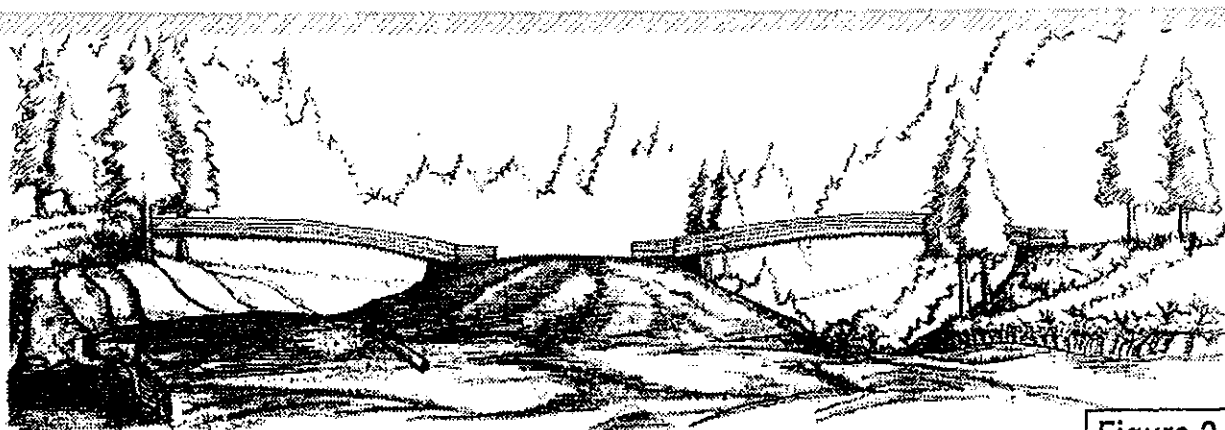
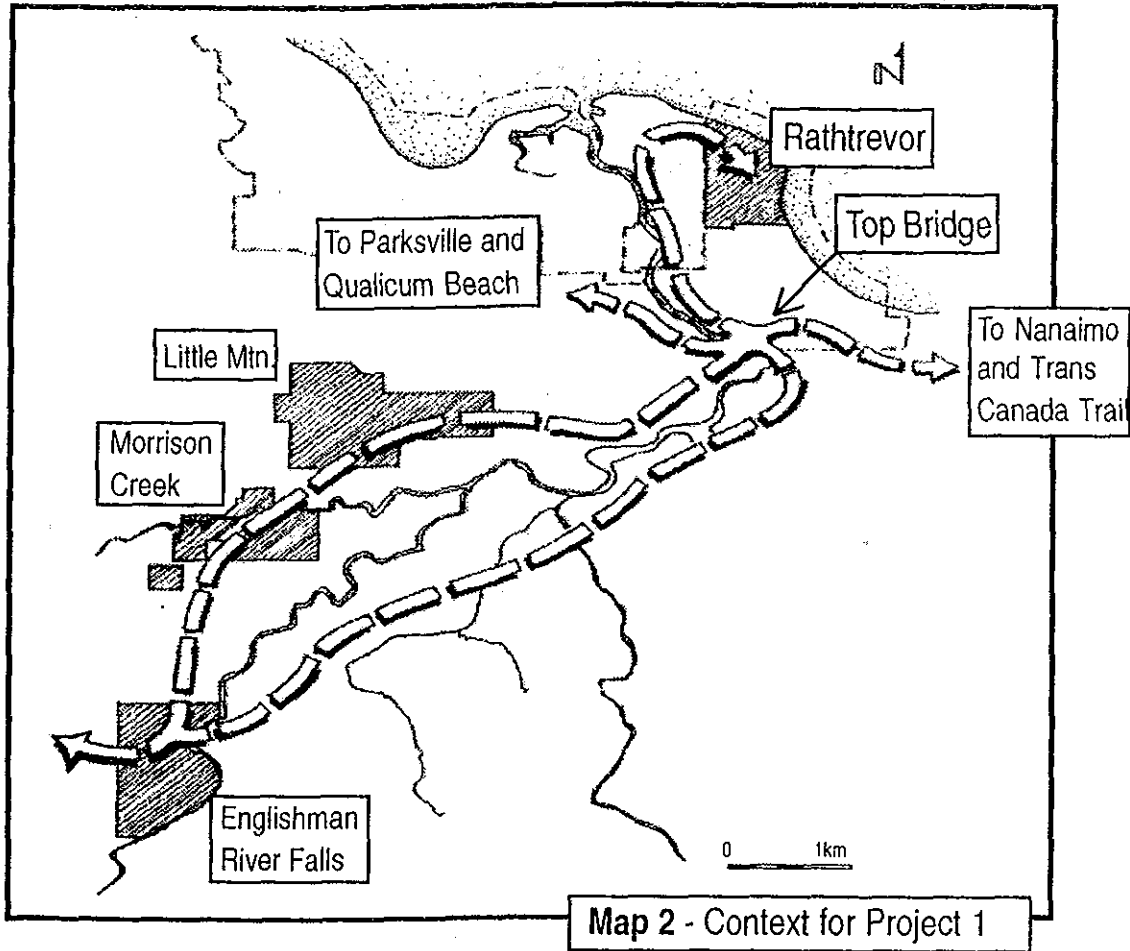


Figure 2

Conceptual Sketch of an Installed Wooden Pedestrian Bridge at the Top Bridge Park Location



REGIONAL DISTRICT OF NANAIMO			
FEB 27 2001			
CHAIR		GMCrs	
CAO		GMDS	
GMCrs		GMES	
C. Thomas			
		DATE:	February 26, 2001
TO: Neil Connelly General Manager, Community Services		FILE:	6780 30
FROM: Christina Thomas Senior Planner			
SUBJECT: GROWTH MANAGEMENT PLAN REVIEW 2001-2002 PROCESS FOR THE PUBLIC TO SUGGEST CHANGES			

MEMORANDUM

TO: Neil Connelly
General Manager, Community Services

FROM: Christina Thomas
Senior Planner

SUBJECT: GROWTH MANAGEMENT PLAN REVIEW 2001-2002
PROCESS FOR THE PUBLIC TO SUGGEST CHANGES

PURPOSE

To establish a method for the public to suggest changes to the Growth Management Plan as a part of the Review.

BACKGROUND

The Regional Board approved Terms of Reference for the Growth Management Plan Review in January of 2001.

Members of the public may wish to suggest changes to the Growth Management Plan as a part of the Review.

The Terms of Reference do not specifically provide for the consideration of individual requests for changes (development-driven or other) to the Growth Management Plan. The Terms of Reference do provide for the consideration of public comments on background information reports and what the background information means in the context of the Growth Management Plan (i.e. are changes warranted or not?) as a part of the broader public consultation process for the Project. Background information will be prepared regarding the existing and projected population and demographics of the region, and the ability of the Growth Management Plan to accommodate the projected population and demographics in terms of such things as land availability, environmental protection requirements, the provision of necessary resources, the ability to move goods and people within and through the region, and the ability to provide services efficiently.

Applications may be made at any time to change official community plans; however, only those applications that are consistent with the Growth Management Plan can be approved. A process is therefore required to bring forward individual's suggested changes to the Growth Management Plan to respond to development concepts that are inconsistent with the Plan, as a part of the Plan Review.

A 'Process to Suggest Changes' is provided for the Board's consideration to respond to individual suggestions to change parts of the Growth Management Plan as a part of the current Plan Review. The proposed 'Process to Suggest Change' includes a 'Suggested Change Form' (see Attachment 1). 'Suggested Change Forms' would be considered as a part of the Project as follows:

Project Phase	Process to Suggest Changes and Key Components of Growth Management Plan Review Project
1 Jan to Aug. 2001	<ul style="list-style-type: none"> ▪ Publicize Growth Management Plan and Review Project ▪ Publicize 'Process to Suggest Changes' ▪ Individuals may begin to submit 'Suggested Change' forms to the RDN ▪ Present Phase 1 information to Board
2 Aug. to Dec. 2001	<ul style="list-style-type: none"> ▪ Present Phase 1 information to community ▪ 'Suggested Change' forms to be submitted by October 26, 2001 ▪ Intergovernmental Advisory Committee makes recommendations regarding changes suggested by the public ▪ Present community feedback regarding Phase 1 information and changes suggested by the public to the Board ▪ Board decides which 'Suggested Changes' warrant further consideration and public review
3 Dec. 2001 to March 2002	<ul style="list-style-type: none"> ▪ Community would be given opportunity to provide feedback regarding 'Suggested Changes' that the Board decides warrant further consideration and public review ▪ 'Suggested Changes' would be considered at macro level, along with Phase 1 background information ▪ IAC makes recommendations regarding changes suggested by the public ▪ Board decides which possible changes to the Growth Management Plan should be incorporated into an official bylaw for further consideration
4 March 2002 to Sept. 2002	<ul style="list-style-type: none"> ▪ A Growth Management Plan amendment bylaw including changes in response to background information and 'Suggested Changes' deemed appropriate at macro level would be considered by the Regional Board for 1st and 2nd reading ▪ Opportunity for public to review bylaw at public information meeting ▪ Opportunity for public to formally comment on bylaw at public hearing ▪ Opportunity for member municipalities and adjacent regional districts to accept bylaw formally ▪ Regional Board considers bylaw for 3rd reading and adoption

Formal applications to change an official community plan or zoning bylaw could be made by 'applicants' so that proposals can be considered in terms of local community acceptance upon adoption of an updated Growth Management Plan bylaw.

ALTERNATIVES

1. To incorporate the process for considering changes to the Growth Management Plan, suggested by the public, into the Review project as described above.
2. To not incorporate the process for considering changes to Growth Management Plan, suggested by the public, into the Review project as described above.

PUBLIC CONSULTATION IMPLICATIONS

The incorporation of the consideration of individual suggested changes to the Growth Management Plan into the Review project, as described above, provides a clear, easy-to-understand, method for residents to put their suggestions regarding how they think the Plan should be changed on the record. An 'application-like' process for requesting amendments to the Plan is expected by residents and members of the development community.

SUMMARY

A process is provided for the consideration of changes to the Growth Management Plan suggested by the public. It provides a way for suggested changes to the Plan be put on record and assessed at the regional level by the Regional District, the Intergovernmental Advisory Committee, and region residents as a part of the Plan Review.

RECOMMENDATION

That the process for the public to suggest changes to the Growth Management Plan be incorporated into the Review project.

C Thomas

Report Writer

A. Connelly

General Manager Concurrence

Daniel

CAO Concurrence

COMMENTS:



**REGIONAL
DISTRICT
OF NANAIMO**

Growth Management Plan Review

2001-2002

Information Package
on the
Process to Suggest Changes

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Regional Planning
Community Services
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

Telephone: (250) 390-6510 or 954-3798 or 1-877-607-4111



Growth Management Plan Review Process to Suggest Changes

Growth Management and the Regional District of Nanaimo

The Regional District of Nanaimo is one of the fastest growing regions in British Columbia. The region's growth rate has been consistently higher than the provincial average for over the last three decades. Population projections indicate that the growth rate in the region will continue to be higher than the provincial average for at least the next three decades. It is projected that the population of the region will grow at a rate of 1.9% per year, resulting in a population of approximately 220,000 in 2026.

Population growth can have both negative and positive impacts on communities and regions. Negative impacts of growth can include such things as traffic congestion, air pollution, diminished water supply and quality, destruction of vital natural ecosystems, fewer recreational opportunities in natural settings, physical health problems, diminished sense of community, decreased physical beauty of the region, depleted or sterilized natural resources, and a poor economy. Positive impacts of growth can include more housing choices to accommodate people of all ages and abilities, a protected natural environment with sources clean air and water, healthy people, a sense of community, more cultural and social opportunities, and more abundant and diverse economic opportunities.

In the early 1990's residents became very concerned about the effects and impacts of growth in the region. The Regional Board responded to residents' concerns by initiating the Growth Management Plan Project. The goal of the project was to develop a strategy to manage the impacts of growth so that the benefits of growth would outweigh the possible negative impacts of growth. The Project culminated with the adoption of a Growth Management Plan for the region in January of 1997.

Growth Management Plan

The Growth Management Plan is a *regional growth strategy*. A *regional growth strategy* is a regional vision that commits municipalities and electoral areas to a course of action to meet common social, economic, and environmental objectives. It is a 20-year land use, development and servicing strategy for an area that is experiencing a high level of growth.

The Growth Management Plan establishes a vision, goals, policies, guidelines and regional land use designations to manage growth and development in the region for the next 25 years, as described below:

Growth Management Plan Vision

Communities in the Regional District of Nanaimo will seek to improve the quality of life for residents while respecting the ecological integrity of the environment. The region and its interdependent communities will possess a vibrant, sustainable economy, and will contain a mix of land uses and housing types in safe, friendly, well designed neighbourhoods. The form and design of settlements will reflect the diversity of the region's landscapes and cultural qualities, and will maintain the distinction between urban and rural areas. Residents will have easy access to workplaces, services, natural areas, and educational

opportunities by a choice of mobility options. Each community will be surrounded by designated urban boundaries and permanently protected, contiguous corridors of open space. Growth and development will be managed to improve the quality of the region's communities, protect open space, and enhance the natural environment for the benefit of all life.

Growth Management Plan Goals

The Growth Management Plan vision statement is translated into 8 goals:

- ✓ Strong Urban Containment
- ✓ Nodal Structure
- ✓ Protection of Rural Integrity
- ✓ Environmental Protection
- ✓ Improved Mobility
- ✓ Vibrant and Sustainable Economy
- ✓ Efficient Services and Resource Use
- ✓ Cooperation Among Jurisdictions

Growth Management Plan Policies

The Growth Management Plan has 36 policies:

- 1A. Official Community Plans will designate Urban Containment Boundaries consistent with those shown on Growth Management Plan maps.
- 1B. Services will not be extended outside of Urban Containment Boundaries, Village Centres, and Present Status Lands except where existing developments threaten public health or the environment.
- 1C. Additional urban development will not be approved outside of Urban Containment Boundaries, other than in Village Centres and Present Status Lands.
- 1D. The Regional Board may consider amendment to Urban Containment Boundaries at 5 year intervals.
- 2A. Official Community Plans will direct development into nodes, and discourage development elsewhere.
- 2B. A variety of land uses of differing scales and character will be developed in nodes.
- 2C. The design, character, land uses, and ultimate level of development for each node will be developed collaboratively at the local level by governments, residents, and business interests.
- 2D. Once implementation of the Growth Management Plan is underway, the feasibility and desirability of creating "new towns" will be studied.
- 2E. A destination alpine resort node adjacent and linked to Mount Arrowsmith may be permitted if it addresses documented regional needs which cannot be met elsewhere and complements the environmental, economic, and social attributes of the area. (Bylaw No. 985.01, adopted November 9, 1999).
- 3A. Official Community Plans will promote and encourage retention of large rural holdings.
- 3B. Opportunities for "clustering" development through the principles of "open space subdivision" will be emphasized in rural areas.
- 3C. Official Community Plans will contain policies that support the Forest Land Reserve (FLR).

- 3D. Official Community Plans will include policies supporting retention of land in the Agricultural Land Reserve (ALR).
- 3E. Urban areas will be designed to protect rural integrity.
- 4A. A program of open space protection will be developed by local, regional, and senior governments, including implementation of the Regional Parks System Plan.
- 4B. The Regional District of Nanaimo and local jurisdictions will base development and open space protection decisions on the ecological character of the land.
- 4C. A system of interconnected trails, greenways, and natural corridors capable of sustaining or enhancing native plant and animal species will be established regionally.
- 4D. Measures to protect the supply and quality of surface and groundwater will be developed and implemented in each jurisdiction.
- 4E. Development of remaining natural segments of the coastal zone will be discouraged.
- 4F. Floodplains and other aquatic features will be protected or restored to a natural condition.
- 5A. Development in nodes will be designed to minimize dependence on the automobile, and will emphasize walking, cycling, and transit.
- 5B. Official Community Plans, neighbourhood plans, zoning bylaws and subdivision bylaws will provide for developments that minimize the need for travel outside of nodes.
- 5C. Engineering, building, and development standards will be reviewed and revised to support mobility alternatives in the neighbourhoods they serve.
- 5D. Residential and commercial densities in nodes and along transit routes and the E&N corridor will be designed to support economical, convenient transit service.
- 6A. Official Community Plans and neighbourhood plans seek to attain a jobs/housing balance in all nodes.
- 6B. Official Community Plans will provide for balanced economic development that is consistent with a changing global and regional economy.
- 6C. Tourism activities that require a large area of land or water may be permitted in rural areas provided that the proposed tourism activity contributes to the economic well-being of the region, includes no permanent residential development, includes no commercial development that is not ancillary to the proposed tourism activity, complements the environment, and is compatible with the rural areas. (Bylaw No. 985.01, adopted November 9, 1999).
- 7A. Servicing decisions will be linked to the land use elements of the Growth Management Plan and local Official Community Plans.
- 7B. The Regional District of Nanaimo will work with the Ministries of Environment, Lands and Parks, Agriculture, Fisheries and Food, other Ministries, local jurisdictions, and water purveyors to develop a coordinated approach to water management.

- 7C. Servicing decisions of the Liquid Waste Management Plan (LWMP) will be consistent with the goals of growth management.
- 7D. Community water and waste treatment will be provided in all Urban Areas, Village Centres, and Present Status Lands.
- 7E. Water conservation measures will be required in new and existing developments.
- 8A. Each jurisdiction will consider the effects of plans, development applications, and servicing decisions on other jurisdictions.
- 8B. The mutual efforts of municipalities, the Regional District of Nanaimo, and senior governments will be applied to implementing the Growth Management Plan.
- 8C. Every municipality and electoral area in the Regional District of Nanaimo will have in place an Official Community Plan or Rural Land Use Bylaw and all necessary land use and other regulations needed to fully implement the Growth Management Plan.

Growth Management Plan Land Use Designations

The Growth Management Plan designates land for regionally appropriate uses on a map of land use designations. The land use designations are:

1. ***Urban Containment Boundaries*** are "lines" that separate urban and rural areas. Urban Containment Boundaries define the limit of urban servicing and urban-type development.
2. Most of the land in the ***Resource Lands and Open Space*** land use designation is in the Agricultural Land Reserve (ALR) or the Forest Land Reserve (FLR). Provincial parks, designated ecologically sensitive areas and golf courses are also included in this designation.
3. ***Rural Residential*** lands comprise lands where rural subdivision has already occurred and where modest future subdivision may occur without affecting the rural economy or environmental quality.
4. ***Industrial Areas*** support activities such as manufacturing that may have many employees, as well as activities that require the transshipment and storage of goods in large buildings.
5. ***Urban Areas*** are typically those areas that are already developed to urban densities or are designated for such use. Growth in urban areas is to be focused into 'nodes' such as neighbourhood and town centres.
6. ***Present Status Lands*** include those lands outside the Urban Containment Boundary where the present zoning may continue to control the development potential of the land.
7. ***Village Centres*** are intended to provide for a degree of self-sufficiency in limited development of service centres outside existing urbanized areas. They are to be semi-rural in character.

Making Changes to the Growth Management Plan

Amendments to the Growth Management Plan may be considered every five years.

It is important to note that the Growth Management Plan is intended to be a very long-term plan, with a lifetime of 25 years. Changes to the Growth Management Plan within the 25-year life of the plan should only be made to respond to new trends and conditions to improve the plan's ability to achieve its vision and goals.

The Suggested Change Form and Submission Requirements

Submit a completed 'Suggested Change Form' to the Regional District of Nanaimo.

There is no application fee to submit a 'Suggested Change Form'.

Because requests to change the growth management plan will be considered at the macro or large-scale, detailed information is **not** required.

Studies and reports to substantiate suggested changes to the Growth Management Plan are not required. Any expenses incurred by individuals or organizations as a part of the Process to Suggest Changes are done so at their own discretion

Deadline for Submission of Suggested Change Forms

The Regional District of Nanaimo must receive 'Request for Change Forms' by **October 26, 2001**.

Process for Consideration of Suggested Changes to the Growth Management Plan

'Suggested Changes' to the Growth Management Plan will be considered as a part of the Growth Management Plan Review Project that started in 2001 and is projected to be complete by the middle of 2002.

'Suggested Change Forms' will be collected as a part of Phase 2 of the Growth Management Plan Review Project (September to November of 2001). 'Suggested Changes' will be presented to the Regional Board, along with general community feedback about the Growth Management Plan and the updated technical information obtained during Phase 1 of the Project, at the end of Phase 2 of the Project (i.e. November/December 2001).

Options for responding to the submitted 'Suggested Changes', the updated technical information obtained during Phase 1 of the Project, and the community feedback about the updated technical information will be developed and presented in Phase 3 of the Project (December 2001 to April 2002).

A formal bylaw, incorporating the best options for changes to the Growth Management Plan, will be provided for the Board's consideration in Phase 4 of the Project (April to September 2002). During this phase the community will also have opportunities to provide formal comments on changes to the Growth Management Plan too.

Once a formal bylaw that changes the Growth Management Plan is adopted by the Regional Board interested individuals or organizations would be able to make official applications to amend official community plans or zoning bylaws, as required, to pursue developments possible as a result of 'Suggested Changes' that have been incorporated into the revised Growth Management Plan. This will enable the detailed or micro level assessment of land use and development ideas for compatibility within the specific applicable community.

How Suggested Changes to the Growth Management Plan will be Assessed

Since the growth management plan is long-range plan with a lifetime of 25 years, requests to change the growth management plan will be considered at the macro or large scale. This means that requests to change the growth management plan will be considered in relation to whether the change:

- ✓ is required to meet a population and/or demographic need that cannot be accommodated within the current regional growth strategy;
- ✓ contributes to environmental protection;
- ✓ facilitates efficient servicing and resource use;
- ✓ protects rural integrity;
- ✓ helps improve mobility;
- ✓ improves urban containment and fringe area protection;
- ✓ facilitates the development of areas currently designated as 'nodal' communities; and
- ✓ contributes to the vibrancy and sustainability of the economy.

Keeping Informed About Suggested Changes and the Growth Management Plan Review Project

A Growth Management Plan Review Project Mailing List has been established. The Regional District will provide information about Project events and status via direct mail (i.e. mailed directly to you) to everyone on the Project Mailing List. Other community members will be informed about Project events and status through newspaper advertisements, brochures, and indirect mail (bulk mail without addresses). Everyone that submits a 'Suggested Change Form' will automatically be included on the List. If you wish to be included on the Project Mailing List, but do not wish to submit a 'Suggested Change Form' you can be included on the List by contacting Bev Farkas, Senior Secretary, Community Services, via one of the contact methods identified below.

Questions?

Contact Regional District of Nanaimo staff if you need help completing this form.

Telephone	390-6510 954-3798 1-877-607-4111 (toll free within BC)
Fax	390-7511
E-mail	growthmanagement@rdn.bc.ca
Mail or in person	Regional Planning Community Services Regional District of Nanaimo 6300 Hammond Bay Road, Nanaimo, BC V9T 6N2

More Information About the Growth Management Plan Review Project

1. For detailed information about the Project please request a complimentary copy of the Growth Management Plan Review Terms of Reference from the Regional District of Nanaimo.
2. View the Regional District of Nanaimo web site: rdn.bc.ca . It includes a section about the Growth Management Plan and the Growth Management Plan Review Project.
3. Watch for notices and advertisements in newspapers that are distributed free of charge in the Regional District of Nanaimo.
4. Attend open houses and other events conducted as a part of the Growth Management Plan Review Project.
5. Read Project newsletters. Three Regional Perspectives Special Reports will be published and sent to all households in the region.
6. E-mail growthmanagement@rdn.bc.ca



Growth Management Plan Review Suggested Change Form

Suggested Change

I/we suggest that the following change be made to the Growth Management Plan (*one suggested change per form please*):

A LAND USE DESIGNATION CHANGE

for the land legally described as:

and the street address of:

from the land use designation:

to the land use designation:

OTHER IMPROVEMENTS OR CHANGES

Reason for Suggestion

Contact Information

Name:

Mailing Address:

Street Address
(if different than mailing address):

City / Town / Village:

Postal Code:

Phone Number:

Fax Number:

E-mail (if avail.):



REGIONAL
DISTRICT
OF NANAIMO

Deadline for Submission of Suggested Change
Forms:

October 26, 2001

**Minutes of the Gabriola Island Parks and Recreation Commission
Held Monday, February 19, 2001 at 7:30 p.m.
GIPR Meeting Room**

Present: Director B. Sperling
Commissioner V. Hartman
Commissioner J. Labell
Commissioner A. Lemieux
Commissioner G. Murphy
Commissioner W. Sprogis Youth Representative
Commissioner M. Roux Youth Representative

Also in Attendance:

Kelly Daniels	Chief Administrative Officer
Neil Connelly	General Manager of Community Services
Maureen Pearse	Manager of Administrative Services
Dan Porteous	Recreation Program Supervisor

Neil Connelly, acting Chair, called the meeting to order at 7:30 pm.

Commission Orientation

N. Connelly introduced Kelly Daniels and Maureen Pearse who proceeded to present the Commission orientation. K. Daniels reviewed Gabriola Island Parks and Recreation Commission Bylaw No. 1208 and Bylaw Amendment 1208.01 regarding the Commission's make-up, role and responsibilities. Director Sperling has been re-designated to the Commission as per Bylaw Amendment No. 1208.01.

Commissioner Lemieux requested a point of clarification regarding whether the group should be called a Commission or Committee based on definitions within RDN Bylaw No. 1199. Staff will consider and discuss with the Commission at the next meeting.

M. Pearse presented information regarding RDN Bylaw No. 1199 and its application in relation to Commission meetings. Meeting procedures were reviewed with the Commission and various issues were clarified.

M. Pearse will confirm information regarding the Commission's query on holding meetings without a quorum, based on information provided in the Bylaw.

The Commission requested that notice of meetings and agendas be posted one week prior to the meetings. Staff will work towards this timeline.

Election of Chair and Vice Chair

N. Connelly called for nominations for Chairperson of the Commission.

Commissioner Hartman nominated Commissioner Lemieux. Commissioner Lemieux was elected Chairperson by acclamation.

N. Connelly called for nominations for Vice Chairperson of the Commission.

Commissioner Murphy nominated Commissioner Hartman. Commissioner Hartman was elected Vice Chairperson by acclamation.

Delegations

Ms. Valerie Houle (1070 N. Road, Gabriola Island)

Ms. Houle addressed the Commission regarding a letter and petition signed by the Rose Studio Recreators. Ms. Houle presented concerns that individuals who are in need of financial support to access community recreation programs cannot do so under the current Commission policy. Her request, on behalf of the Rose Studio Recreators, is to have the Commission change the policy to be more inclusive of all community programs and to increase the amount provided annually to individuals.

MOVED Commissioner Hartman, SECONDED Commissioner Labell, that Mr. Shawn Hanna be given five minutes to speak as a late delegation regarding Gabriola Island Parks and Recreation. CARRIED

Mr. Shawn Hanna (1725 El Verano Dr., Gabriola Island)

Mr. Hanna expressed concerns regarding the current and future direction of Gabriola Island Parks and Recreation specifically related to the loss of programs and the shifting of funding back to Nanaimo. Mr. Hanna concluded by stating that he will address his concerns in writing and forward a letter to the Commission.

Minutes

MOVED Director Sperling, SECONDED Commissioner Labell, that the minutes of the January 22, 2001 meeting be approved as presented. CARRIED

Correspondence

MOVED Director Sperling, SECONDED Commissioner Labell, that the following correspondence be received. CARRIED

Brenda Jager, re: letter of resignation.

Mary Warr - Chair: Friends of the Terry Fox Run, re: letter of thanks for Commission support.

Susan Yeend, re: support for recreation services on Gabriola Island.

Peter Eastick, re: meeting conduct and rules of order (3 items).

Gisele Rudicher, re: meeting conduct and rules of order.

Brenda Jager - Commission Chairperson (2000), re: response to Gisele Rudicher.

Gabriola Skatepark Committee, re: Gabriola skatepark proposal.

Norman Newton, re: donation of small boat trailer.

Rose Crystal Studio – Rose Crystal Recreators, re: request to amend the Financial Access to Recreational Services Policy.

Reports

Gabriola Island Recreation Services 2001

N. Connelly spoke to the report outlining alternatives and the recommendation regarding recreation services for the remainder of 2001. Discussion took place regarding funding available, concerns regarding how best to provide continued services, and the need for a special meeting to answer a number of these questions and to consider public input.

Commissioner Labell questioned whether it was possible for the RDN to provide a tax receipt to a person in turn for providing office space to the RDN and Commission. N. Connelly will explore this issue.

MOVED Director Sperling, SECONDED Commissioner Roux, to receive the Gabriola Island Recreation Services 2001 report. CARRIED

MOVED Commissioner Hartman, SECONDED Commissioner Murphy, that an advertisement be submitted to the Sounder regarding a special Commission meeting to discuss recreation programs and funding for 2001 on March 5, 2001. CARRIED

Rose Crystal Report

Discussion took place regarding the report and the Commission expressed that at this time they were not prepared to change the policy.

MOVED Commissioner Sperling, SECONDED Commissioner Labell, that the Commission advise the Rose Crystal Studio that it is not in a position to amend their Financial Access to Recreation Services Policy to have it apply to privately sponsored recreational programs. CARRIED

Program Update

D. Porteous provided a verbal update regarding the current programs being offered between January and March 2001. An equipment inventory is being completed to ensure that all equipment belonging to Gabriola Parks and Recreation is returned. A discussion took place whether the report should be verbal or written. It was agreed that the monthly staff update would be verbal.

Business Arising From Correspondence

Gabriola Skatepark Proposal

MOVED Commissioner Murphy, SECONDED Commissioner Labell, that discussion regarding the Gabriola Skatepark Committee's proposal be tabled until the next meeting. CARRIED

Adjournment

MOVED Commissioner Hartman, that the meeting be adjourned at 10:00 p.m.

A special meeting of the Commission will be held on Monday, March 5, at 7:30 p.m. at the GIPR office.

The next regular meeting of the Commission will be held on Monday, March 19, 2001 at 7:30 p.m. at the GIPR office.

Chairperson

**Minutes of the District 69 Recreation Commission
Held on Thursday, February 22, 2001, at 7:00 p.m.
City of Parksville Council Chambers**

Attendance: Barbara Terry, Chairperson
Reg Nosworthy
Craig Young
Richard Quittenton
Scott Tanner
Fred Demmon
Frank Van Eynde
Jack Pipes

Staff: Neil Connelly
Tom Osborne
Mike Chestnut
Bev Farkas

Commissioner Terry called the meeting to order at 7:05 p.m. and welcomed members and staff.

Delegations

Jonathan Huggett, Infrastructure Consultant, re Rob Fletcher Private Arena Proposal

Mr. Huggett updated the Commission with a general overview of his work to date on the proposal. He stated that the business plan had been reviewed and is available as a public document. Commissioner Van Eynde requested a copy of the business plan. There has been a full business search completed with details having been made available at the District 69 Arena Committee In-Camera meeting held prior to the District 69 Recreation Commission meeting.

Discussion followed regarding current and proposed rates for ice time. Staff clarified current rates.

Commissioner Terry raised a concern over a non-compete clause, questioning whether current rates may have to increase due to higher rates in Mr. Fletcher's proposal. Mr. Huggett will investigate this point.

Mr. Huggett will be meeting with Rob Fletcher early next week and will present a final report to staff for the next Arena Committee meeting and the March 15, 2001 Commission meeting.

MOVED Commissioner Demmon, SECONDED Commissioner Van Eynde that the presentation provided by Mr. Huggett be received as information. CARRIED

Joan Michel, Trails Coordinator

J. Michel distributed brochures and gave a detailed update on the progress of trails in District 69. Information was presented on completed projects as well as those underway and future opportunities. Volunteer groups were recognized for their ongoing commitment and efforts toward the creation and maintenance of trails. Landowners were also acknowledged for their contributions.

Commissioner Young expressed appreciation for the work being done in the trails function and thanked Ms. Michel for her presentation.

Minutes

MOVED Commissioner Nosworthy, SECONDED Commissioner Young that the minutes of the DISTRICT 69 Recreation Commission Regular Meeting and the minutes of the DISTRICT 69 Recreation Commission In-Camera Meeting held on January 18, 2001 be approved. CARRIED

MOVED Commissioner Demmon, SECONDED Commissioner Van Eynde that the minutes of the District 69 Arena Committee Meetings held on January 25, 2001, February 1, 2001 and February 8, 2001 be approved. CARRIED

Reports

- a) RDN Board's response to Commission recommendation to amend the mandate of the District 69 Recreation Commission – Neil Connelly.

N. Connelly clarified the Board's response of February 13, 2001.

T. Osborne noted that he would continue to provide updates on parks and trails issues to the Commission.

MOVED Commissioner Young, SECONDED Commissioner Van Eynde that the information provided be received and that the District 69 Recreation Commission continue to maintain an awareness of parks and trails functions. CARRIED

- b) Saltwater Filtration System – Tom Osborne

T. Osborne referred to information presented to the Commission regarding a Salt Water Filtration System for use at Ravensong Aquatic Centre. Mr. Osborne stated that the start-up costs for such a system are far less than those of an ozone system and that there are insufficient financial resources to consider an ozone system.

- c) British Columbia Recreation and Parks Association (BCRPA) Annual Conference – Tom Osborne

Commissioner Young and Commissioner Van Eynde demonstrated an interest in attending the BCRPA Symposium 2001 to be held in Kelowna on April 18-21, 2001. Arrangements will be finalized with T. Osborne.

- d) Grants-In-Aid – Tom Osborne

T. Osborne called for three Commissioners to be appointed to Grants-In-Aid Committee. Commissioner Van Eynde, Commissioner Tanner and Commissioner Nosworthy agreed to sit on the Committee.

- e) Monthly Staff Reports.

MOVED COMMISSIONER Demmon, SECONDED Commissioner Young that the reports be received. CARRIED

Commissioner Roundtable

Commissioner Young recognized the many volunteers associated with the Area G Parks Recreation and Greenspace Committee and their hours of work and dedication. The Committee meets four times annually and has been discussing the current annual budget of \$1,250. As the area G Director has been unable to attend all Committee meetings, the allocation of funds remains undecided.

Commissioner Tanner indicated the importance of establishing a "dogs-off-leash" policy for "dogs-off-leash" areas. He has obtained three documents published by the Greater Vancouver Regional District entitled "Canine Conundrum" and will make those publications available on request.

Commissioner Van Eynde attended the Nanoose Parks Plan open house. He referred to the park property at the corner of Claudet Road and stated that the Lions Club had an interest in developing a sports field on it. Staff commented that Pump and Haul might be an option for this property.

Commissioner Pipes referred to changes at Home Lake and Biggs Park. He stated that Area H is in the process of looking to improve several beach accesses.

Commissioner Quittenton indicated a goal of developing 4-5 new beach accesses in Area H this summer, including picnic tables and signage. He stated that the long-range plan is to open as many beach accesses as possible in Area H.

Commissioner Nosworthy reminded the Commission about the Poker Walk-Run-Ride fundraiser to be held at Top Bridge Trail on March 3, 2001. He has been considering the establishment of a Parks Advisory Committee in Area F and suggested that if it were to be established it would be beneficial to do so before the Commission grants become available.

Adjournment

MOVED Commissioner Quittenton, SECONDED Commissioner Pikes the meeting be adjourned at 9:00 p.m.

Next meeting -- Thursday, March 15, 2001. Location to be determined.

Chairperson



REGIONAL DISTRICT OF NANAIMO		
FEB 22 2001		
CHAIR		GMCrs
CAO		GMDS
GMCrs		GMES
C+CS		

MEMORANDUM

TO: John Finnie, P. Eng. DATE: February 22, 2001
 General Manager, Environmental Services

FROM: Dennis M. Trudeau FILE: 1855-03
 Manager of Liquid Waste

SUBJECT: Applications for grants under the
 Canada/British Columbia Infrastructure Program

PURPOSE

To receive support from the Board of the Regional District of Nanaimo for infrastructure grant applications to be submitted to the Canada/British Columbia Infrastructure Program to invest in British Columbia communities.

BACKGROUND

On October 10, 2000 the Federal and British Columbia Provincial Governments announced the formal signing of the Canada-British Columbia Infrastructure Program Agreement that will result in a total investment of more than \$800,000,000 in British Columbia infrastructure. The federal and provincial governments have agreed to contribute up to \$268,000,000 each to the program, the remainder to be supported by local government contributions.

Green municipal infrastructure will be the first priority of this new program. Secondary priorities will include cultural and recreational facilities, infrastructure for supporting tourism, rural and remote telecommunications, high speed Internet access for local public institutions, local transportation, and affordable housing.

The Canada-British Columbia Infrastructure Program Agreement specifies a minimum 75 per cent of the total value of all approved projects must be invested in green municipal infrastructure. The partnership has indicated that the majority of projects will be selected from proposals submitted by municipalities to ensure that most pressing local needs will be addressed.

In October 2000, Environmental Services staff undertook a preliminary review of future Liquid Waste, Solid Waste, and Utilities projects that they felt would fit the requirements of this grant program. Although the application criteria was not known at that time, the projects initially identified were as follows.

Potential Infrastructure Grant Projects:

1. Whiskey Creek Water System Infrastructure replacement (if RDN assumes the system) – phases 1 & 2 upgrading costs \$560,000; total upgrading costs \$920,000.
2. San Pareil Water System Infrastructure replacement – total cost \$868,000.
3. Surfside Water System Infrastructure replacement – total cost \$150,000.
4. Madrona Water System Infrastructure replacement – total cost \$600,000.

5. West Bay Water System Infrastructure replacement – total cost \$650,000.
6. Arbutus Water System Infrastructure replacement – total cost \$400,000.
7. French Creek Water System, Iron & Manganese removal – total cost \$700,000.
8. Barclay Crescent North sewer installation – total cost \$1,600,000.
9. Cedar Town Centre sewer installation – \$5,608,000.
10. French Creek Pollution Control Center biosolids handling facility – total cost \$750,000.
11. Greater Nanaimo Pollution Control Center bio-gas handling facility – total cost \$2,800,000
12. Solid Waste Transfer Station facility - \$5,000,000.
13. Landfill Gas Recovery and Utilization system - \$1,000,000.
14. Southern Community Septage Disposal Facility – 200,000.

A staff report was taken to the Board in November 2000 and the following motion was passed:

“That the Board of the Regional District of Nanaimo support the projects identified in this report as potential candidates for applications for grants from the Infrastructure Canada-British Columbia Partnership and that upon receipt of the application procedure package, staff undertake to review the project list and submit applications based on the criteria, staff resources and RDN priorities.”

That a report be brought forward by staff which will include a review of any potential project applications, the application criteria and geographic fairness.”

The program guide and application kits have now been received and reviewed by staff. The main priority of the program is in green local government infrastructure such as:

- Water and waste-water systems
- Water management; and
- Capital expenditures to improve the energy efficiency of buildings and facilities owned by local governments.

All of the projects previously identified by staff meet the above criteria except for the Solid Waste Transfer Station facility. Staff have reviewed the projects and consolidated some of them based on geographic areas. In addition, staff attempted to ensure there is a balance of project initiatives between District 68 and 69.

Staff are recommending that applications to the Canada-British Columbia Infrastructure Program be made for the following projects:

1. Northern Community Water Systems Improvements - Surfside Water System Infrastructure replacement, Madrona Water System Infrastructure replacement, West Bay Water System Infrastructure replacement, Arbutus Water System Infrastructure replacement, and French Creek Water System, Iron & Manganese removal – total cost \$2,500,000.
2. San Pareil Water System Infrastructure replacement – total cost \$900,000.
3. Whiskey Creek Water System Infrastructure replacement total upgrading costs of up to \$1,000,000 (to be confirmed).
4. Barclay Crescent North sewer installation – total cost \$1,600,000.
5. Cedar Town Centre sewer installation – \$5,608,000.
6. French Creek Pollution Control Center biosolids handling facility – total cost \$750,000

7. Greater Nanaimo Pollution Control Center bio-gas handling facility - total cost \$2,800,000
8. Landfill Gas Recovery and Utilization system - \$1,000,000.
9. Southern Community Septage Disposal Facility - 200,000.

The proposed lists of projects are distributed throughout the northern and southern areas of the regional district. \$8,600,000 in projects have been identified in District 68 while \$6,800,000 in projects have been identified in District 69.

With the recent concerns about water quality staff are recommending that water supply and infrastructure related projects be identified as the most pressing priorities for the Regional District of Nanaimo.

ALTERNATIVES

1. Submit applications for grants for the identified projects.
2. Submit applications for grants for selected projects
3. Do not submit applications for grants.

FINANCIAL IMPLICATIONS

Except for the staffing required to manage the grant application process and the subsequent work if the grants are approved there are no direct financial implications for submitting these applications. However, there will be a financial impact to the benefactors of the implementation grants, as they will have to cover the cost differential between the total project cost and grant. The improvements will be based on user pay within the service area and without a grant it is unlikely many of these improvements will be made.

For those projects that may be approved for grants, additional staff resources will be required to consult with the residents, prepare tender documents, plus manage consultants and contractors.

If and when any of the grant applications are approved, staff will present the options to the Board for further discussion and direction. Depending upon which grants are approved the impacts on staffing required to manage the projects would have to be addressed.

ENVIRONMENTAL IMPLICATIONS

All projects are environmentally friendly and in the case of sewer extensions will potentially reduce ground water and surface water contamination. For water utility projects, water system efficiencies and safety can be increased and the amount of water lost through leaking waterlines and connections may be reduced.

SUMMARY/CONCLUSIONS

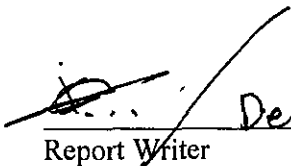
The Provincial and Federal Governments have recently announced a grant program for infrastructure. The program will mean a total investment of more than \$800 million in British Columbia; with the federal and provincial governments contributing up to 1/3 each to approved projects.


Staff at the RDN has prepared a list of projects for which applications may be submitted to the Canada/British Columbia Infrastructure Program. Based on the application criteria, staff resources to undertake and manage the projects, RDN priorities and Board direction, a list of proposed applications has been prepared. The applications are a mix of water and sewer infrastructure projects that are distributed throughout the Regional District.

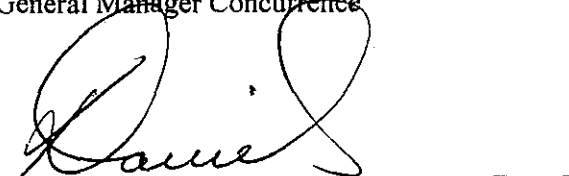
RECOMMENDATION

That the Board of the Regional District of Nanaimo support the applications for grants from the Infrastructure Canada-British Columbia for the following projects:

1. Northern Community Water Systems Improvements -Surfside Water System Infrastructure replacement, Madrona Water System Infrastructure replacement, West Bay Water System Infrastructure replacement, Arbutus Water System Infrastructure replacement, and French Creek Water System, Iron & Manganese removal – total cost \$2,500,000.
2. San Pareil Water System Infrastructure replacement – total cost \$900,000.
3. Whiskey Creek Water System Infrastructure replacement total upgrading costs of up to \$1,000,000 (to be confirmed).
4. Barclay Crescent North sewer installation – total cost \$1,600,000.
5. Cedar Town Centre sewer installation – \$5,608,000.
6. French Creek Pollution Control Center biosolids handling facility – total cost \$750,000.
7. Greater Nanaimo Pollution Control Center bio-gas handling facility – total cost \$2,800,000
8. Landfill Gas Recovery and Utilization system - \$1,000,000.
9. Southern Community Septage Disposal Facility – 200,000.


Dennis Tweed
Report Writer


General Manager Concurrence


CAO Concurrence

COMMENTS: