

REGIONAL DISTRICT OF NANAIMO

**INAUGURAL BOARD MEETING
TUESDAY, DECEMBER 14, 2004
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

1. CALL TO ORDER

The Administrator will call the meeting to order.

Notification from the City of Nanaimo, City of Parksville, Town of Qualicum Beach and the District of Lantzville advising of their Council appointments to the Board for the year 2005.

INAUGURATION OF MUNICIPAL BOARD MEMBERS

ELECTION OF BOARD CHAIRPERSON

ELECTION OF DEPUTY CHAIRPERSON

2. DELEGATIONS

3. BOARD MINUTES

4-12 Minutes of the Board meeting held on November 23, 2004.

4. BUSINESS ARISING FROM THE MINUTES

5. COMMUNICATIONS/CORRESPONDENCE

13 **Jane Williams, School District No. 69 (Qualicum), re RDN Sports Fields.**

6. UNFINISHED BUSINESS

BYLAWS

For Adoption.

14-18 **Bylaw No. 500.305 - Land Use & Subdivision Amendment Bylaw – With Respect to DP Application No. 60443 - Fern Road Consulting Ltd., on behalf of Gary & Mary Ann Tennant - 1125 Spider Lake Road – Area H. (Electoral Area Directors except EA ‘B’ – One Vote)**

19-22 **Bylaw No. 500.307 – Land Use & Subdivision Amendment Bylaw – With Respect to Zoning Amendment Application No. ZA0414 - Department of National Defense Lands. (Electoral Area Directors except EA ‘B’ – One Vote)**

- 7. **STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**
- 7.1 **ELECTORAL AREA PLANNING STANDING COMMITTEE**
- 7.2 **COMMITTEE OF THE WHOLE STANDING COMMITTEE**
- 7.3 **EXECUTIVE STANDING COMMITTEE**
- 7.4 **COMMISSIONS**
- 7.4 **SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS**

District 69 Recreation Commission. (All Directors – One Vote)

23-25 Minutes of the District 69 Recreation Commission meeting held November 18, 2004. (for information)

Electoral Area ‘A’ Parks & Greenspaces Advisory Committee. (All Directors – One Vote)

26-27 Minutes of the Electoral Area ‘A’ Parks & Greenspaces Advisory Committee meeting held November 18, 2004. (for information)

Regional Parks Plan Review Select Committee. (All Directors – One Vote)

28-29 Minutes of the Regional Parks Plan Review Select Committee meeting held November 17, 2004. (for information)

Regional Growth Monitoring Advisory Committee/State of Sustainability Project. (All Directors – One Vote)

30-31 Minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meeting held November 3, 2004. (for information)

Intergovernmental Advisory Committee. (All Directors – One Vote)

32-35 Minutes of the Intergovernmental Advisory Committee meetings held November 25, 2004. (for information)

Transit Business Plan Update Select Committee. (All Directors – One Vote)

36-42 Minutes of the Transit Business Plan Update Select Committee meeting held November 18, 2004. (for information)

8. ADMINISTRATOR'S REPORTS

- 43-47 District of Lantzville Development Services Contract Agreements. (All Directors – Weighted Vote)
- 48-72 Gabriola Recreation Society Agreement Renewal. (All Directors – Weighted Vote)
- 73-90 Security Issuing Bylaws on Behalf of the City of Parksville (Civic Centre) – Bylaws No. 1406, 1407, 1408 and 1409. (All Directors – Weighted Vote)
- 91-96 Primary Liquor License Amendment – Arrowsmith Golf & Country Club – 2250 Fowler Road – Area H. (All Directors – One Vote)
- 97-98 Bow Horn Bay Fire Protection Service Vehicle Reserve Fund Expenditure Bylaw No. 1410. (All Directors – 2/3)
- 99-106 Bow Horn Bay Volunteer Fire Department – Fire Hydrant Servicing Agreements. (All Directors – Weighted Vote)
- 107-111 Bow Horn Bay Volunteer Fire Department – Fire Protection Service Agreement with Qualicum First Nations. (All Directors – Weighted Vote)

9. ADDENDUM

10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

11. NEW BUSINESS

12. BOARD INFORMATION (Separate enclosure on blue paper)

13. ADJOURNMENT

14. IN CAMERA

That pursuant to Section 90(1) (e) and (g) of the Community Charter the Board proceed to an In Camera meeting to consider items relating to the acquisition of land and legal matters.

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE REGULAR MEETING OF THE BOARD
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, NOVEMBER 23, 2004, AT 7:00 PM IN THE
RDN BOARD CHAMBERS**

Present:

Director J. Stanhope	Chairperson
Director H. Kreiberg	Electoral Area A
Director G. Lund	Electoral Area B
Director E. Hamilton	Electoral Area C
Director D. Haime	Electoral Area D
Director P. Bibby	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director R. Longmuir	City of Parksville
Director T. Westbrook	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director G. Korpan	City of Nanaimo
Director T. Krall	City of Nanaimo
Director R. Cantelon	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director B. Holdom	City of Nanaimo

Also in Attendance:

K. Daniels	Chief Administrative Officer
C. Mason	Gen. Mgr. of Corporate Services
B. Lapham	Gen. Mgr. of Development Services
N. Connelly	Gen. Mgr. of Community Services
J. Finnie	Gen. Mgr. of Environmental Services
M. Pearse	Manager of Administrative Services

CALL TO ORDER

DELEGATIONS

Ron Ekland, re Development Permit Application No. 60458 – Ekland – 548 Viking Way – Area G.

Mr. Eckland described the home that he was proposing to build on this property and requested the Board support his application to vary the setback from 8m to 5m.

Fay Smith & Carol Cornish, re Englishman River Watershed Recovery Plan.

Ms. Smith & Ms. Cornish reviewed the recovery plan for the Englishman River Watershed.

Alan MacDonald, re Citizen Builders Proposal.

Mr. MacDonald, representing the Ministry of Child and Family Development and Ms. Sims, representing the District 69 Family Resource Association, outlined the program and requested the Board to consider entering into a partnership and provide \$7,500 a year for the next 4 years for the Citizenship Building program.

BOARD MINUTES

MOVED Director Korpan, SECONDED Director Sherry, that the minutes of the Board meeting held October 26, 2004 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Gordon Campbell, Premier, re Industry Product Stewardship Initiatives.

MOVED Director Korpan, SECONDED Director Krall, that the correspondence received from Premier Campbell with respect to industry product stewardship initiatives, be received.

CARRIED

Michael Jessen, re Development Permit Application No. 60458 – Ekland – 548 Viking Way – Area G.

MOVED Director Korpan, SECONDED Director Krall, that the correspondence received from Mr. Jessen with respect to DP Application No. 60458, be received.

CARRIED

E.A. Pallot, re Development Permit Application No. 60458 – Ekland – 548 Viking Way – Area G.

MOVED Director Korpan, SECONDED Director Krall, that the correspondence received from E. A. Pallot with respect to DP Application No. 60458, be received.

CARRIED

A.M. & R.D. Robinson, re Development Permit Application No. 60458 – Ekland – 548 Viking Way – Area G.

MOVED Director Korpan, SECONDED Director Krall, that the correspondence received from A. M. and R.D. Robinson with respect to DP Application No. 60458, be received.

CARRIED

UNFINISHED BUSINESS

BYLAWS

For Adoption.

Bylaw No. 1124.03.

MOVED Director Sherry, SECONDED Director Hamilton, that “Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.03, 2004” be adopted.

CARRIED

Bylaw No. 889.28.

MOVED Director Sherry, SECONDED Director Hamilton, that “Northern Community Sewer Local Service Area Amendment Bylaw No. 889.28, 2004” be adopted.

CARRIED

Public Hearing.

Report of the Public Hearing held November 16, 2004 with respect to Zoning Amendment Application No. ZA0413 – Wendy Huntbatch – 2116 Alberni Highway – Area F.

MOVED Director Biggemann, SECONDED Director Hamilton, that the Report of the Public Hearing held on November 16, 2004 be received.

CARRIED

MOVED Director Biggemann, SECONDED Director Hamilton, that “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Bylaw Amendment Bylaw No. 1285.06, 2004” be given 3rd reading.

CARRIED

MOVED Director Biggemann, SECONDED Director D. Haime, that staff be directed to secure the conditions as outlined in Schedule No. 2 prior to presenting the bylaw to the Board for final approval.

CARRIED

MOVED Director Biggemann, SECONDED Director Hamilton, that staff be directed to report back to the Board for direction if the applicant has not completed the conditions as outlined in Schedule No. 2 prior to April 1, 2005.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

ELECTORAL AREA PLANNING STANDING COMMITTEE

MOVED Director Hamilton, SECONDED Director Bartram, that the minutes of the Electoral Area Planning Committee meeting held November 9, 2004 be received for information.

CARRIED

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. 60446 – Hubbard/Martens and Hilscher – 152 Burne Road – Area H.

MOVED Director Hamilton, SECONDED Director Bartram,:

That Schedule 1, item No. 15 be amended to add “and in consultation with the Fanny Bay Enhancement Society”.

That Development Permit Application No. 60446 submitted by Martin Martens and Claire Hilscher on behalf of Don and Lynne Hubbard, to vary the minimum setback requirement from 15 metres horizontal distance from the natural boundary or within 18.0 metres horizontal distance from a stream centerline, whichever is greater to a minimum of 10.8 metres from the natural boundary to allow for a 150 m² building envelope within the Electoral Area ‘H’ Official Community Plan Hazard Lands and Environmentally Sensitive Features Development Permit Areas (within 30 metres of a Coastal Area and 15 metres of Watercourses and Streams) for the property legally described as Lot 83, District Lot 1, Newcastle District, Plan 20442 be approved, subject to the requirements outlined in Schedules No. 1, 2 and 3 and notification requirements pursuant to the Local Government Act and in consultation with the Fanny Bay Enhancement Society.

CARRIED

Development Permit Application No. 60456 – Slocombe – 2818 Parker Road – Area E.

MOVED Director Hamilton, SECONDED Director Bibby, that Development Permit Application No. 60456, submitted by the applicants Gareth and Allison Slocombe to permit the construction of an addition to the dwelling unit located 3.4 m from the top of the bank and to legalize an existing shed located 2.5 m from the top of the bank of a watercourse within the Watercourse Protection Development Permit Area on the property legally described as Lot 2, District Lot 78, Nanoose District, Plan 23862 be approved subject to the Conditions of Approval outlined in Schedules Nos. 1, 2, 3 and 4 and subject to notification requirements pursuant to the Local Government Act.

CARRIED

Development Permit Application No. 60457 – Bowd – 791 Miller Road – Area G.

MOVED Director Hamilton, SECONDED Director Bartram, that Development Permit Application No. 60457 to construct a garage in a Sensitive Lands Development Permit Area pursuant to the Regional District of Nanaimo French Creek Official Community Plan Bylaw No. 1115, 1998 on the property legally described as Strata Lot 2, District Lot 28, Nanoose District, Plan VIS4363 be approved, subject to the conditions outlined in Schedule Nos. 1 and 2 of the corresponding staff report.

CARRIED

Development Permit Application No. 60458 - Ekland – 548 Viking Way – Area G.

MOVED Director Hamilton, SECONDED Director Kreiberg, that Development Permit Amendment Application No. 60458 to vary the minimum exterior and a portion of the front setback requirements of the Residential 5 (RS5) zone from 8.0 metres to 5.0 metres to permit the construction of a dwelling unit on the property legally described as Lot 22, District Lot 28, Nanoose District, Plan VIP76413 be denied.

CARRIED

OTHER

Request for Relaxation of the Minimum 10% Frontage – Fern Road Consulting Ltd., on behalf of J. Lundine – Lundine Lane – Area G.

MOVED Director Hamilton, SECONDED Director Biggemann, that the request from Fern Road Consulting Ltd., on behalf of J. Lundine, to relax the minimum 10% perimeter frontage requirement for Proposed Lot A as shown on the Plan of Proposed Subdivision of Lot 1, District Lot 49, Nanoose District, Plan 44808 be approved.

CARRIED

COMMITTEE OF THE WHOLE STANDING COMMITTEE

MOVED Director Sherry, SECONDED Director Korpan, that the minutes of the regular Committee of the Whole meeting held November 9, 2004 be received for information.

CARRIED

COMMUNITY SERVICES

RECREATION & PARKS

Electoral Area ‘H’ Parks & Open Space Advisory Committee.

MOVED Director Bartram, SECONDED Director Holdom, that the Terms of Reference for the Electoral Area ‘H’ Parks and Open Space Advisory Committee be approved.

CARRIED

Park Use Regulation Bylaw No. 1399.

MOVED Director Bibby, SECONDED Director Bartram, that "Regional District of Nanaimo Park Use Regulation Bylaw No. 1399, 2004" be given three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Bibby, that "Regional District of Nanaimo Park Use Regulation Bylaw No. 1399, 2004" having received three readings be adopted.

CARRIED

Electoral Area 'A' Recreation Services Study.

MOVED Director Kreiberg, SECONDED Director D. Haime, that the Terms of Reference for a project proposal to undertake a Recreation Services Study for Electoral Area 'A' be approved, and that \$20,000 be raised from Electoral Area 'A' in 2005 to conduct the survey, prepare a report and if necessary, provide for a referendum question in conjunction with the 2005 local government elections.

CARRIED

Drinking Water Protection Action Plan.

MOVED Director Bartram, SECONDED Director Holdom, that the Drinking Water Protection Action Plan be received.

CARRIED

MOVED Director Bartram, SECONDED Director Holdom, that staff be requested to do a survey of other drinking water protection initiatives around Canada that could help Electoral Areas deal with drinking water protection issues brought up by their residents during the Drinking Water Protection Workshop, to be discussed at the next Ideas & Updates Board meeting.

CARRIED

Green Buildings Project.

MOVED Director Holdom, SECONDED Director Bartram, that the Terms of Reference for a Green Buildings Project be approved, and forwarded for consideration as part of the 2005 annual budget process.

CARRIED

CORPORATE SERVICES

FINANCE

Operating Results to September 30, 2004.

MOVED Director Krall, SECONDED Director Longmuir, that the summary report of financial results from operations to September 30, 2004 be received for information.

CARRIED

FIRE PROTECTION

Fire Services Agreement with the Bow Horn Bay Volunteer Fire Department.

MOVED Director Bartram, SECONDED Director Biggemann, that the Chair and General Manager, Corporate Services, be authorized to execute a service agreement with the Bow Horn Bay Volunteer Fire Department as presented.

CARRIED

Bow Horn Bay Fire Protection Service Regulatory Bylaws No. 1401 and 1402.

MOVED Director Biggemann, SECONDED Director Bartram, that "Bow Horn Bay Volunteer Fire Department Operations Bylaw No. 1401, 2004" be introduced for first three readings.

CARRIED

MOVED Director Bartram, SECONDED Director Biggemann, that "Bow Horn Bay Volunteer Fire Department Operations Bylaw No. 1401, 2004" having received three readings, be adopted.

CARRIED

MOVED Director Bartram, SECONDED Director Cantelon, that "Bow Horn Bay Fire Protection Service Regulation Bylaw No. 1402, 2004" be introduced for first three readings.

CARRIED

MOVED Director Bartram, SECONDED Director Korpan, that "Bow Horn Bay Fire Protection Service Regulation Bylaw No. 1402, 2004" having received three readings, be adopted.

CARRIED

DEVELOPMENT SERVICES

BUILDING INSPECTION

Section 57 of the Community Charter – Contravention of Bylaw – Infractions.

The Chairperson advised that the following filing has been resolved:

Lot 21, Block 1, District Lot 9, Plan 15370, Newcastle Land District, 965 Surfside Drive, Electoral Area 'G', owned by K. Schmidt.

MOVED Director Hamilton, SECONDED Director Cantelon, that a notice be filed against the title of the property listed, pursuant to Section 57 of the *Community Charter* and that if the infractions are not rectified within ninety (90) days, legal action will be pursued:

- (a) Lot 15, Sections 9 and 10, Range 4, Plan 36191, Mountain Land District, 2765 Benson View Road, Electoral Area 'D', owned by G. and L. Gow.

CARRIED

ENVIRONMENTAL SERVICES

LIQUID WASTE

Water and Wastewater Innovative Technologies.

MOVED Director Sherry, SECONDED Director D. Haime, that staff be directed to stay abreast of new technologies that may be used to improve effluent quality and reduce water use and that these technologies be considered when making servicing decisions.

CARRIED

Pump and Haul Local Service Area Amendment Bylaw No. 975.38 – Gallagher Way – Area B.

MOVED Director Lund, SECONDED Director Sherry, that the boundaries of the RDN Pump and Haul Local Service Area Bylaw No. 975 be amended to include Lot 85, DL 32, Gabriola Island, Nanaimo Land District, Plan 21586 (Gallagher Way, Area B).

CARRIED

MOVED Director Lund, SECONDED Director Sherry, that "Regional District of Nanaimo Pump & Haul Local Service Area Amendment Bylaw No. 975.38, 2004" be read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

SOLID WASTE

Regional Landfill Post Closure Implementation Plan.

MOVED Director Sherry, SECONDED Director D. Haime, that the Board approve the Regional Landfill post closure implementation plan for submission to the Ministry of Water, Land and Air Protection.

CARRIED

Landfill Gas Utilization Update.

MOVED Director Sherry, SECONDED Director Longmuir, that the update on plans to utilize landfill gas (LFG) collected at the Regional Landfill be received for information.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Electoral Area 'A' Parks & Green Spaces Advisory Committee.

MOVED Director Kreiberg, SECONDED Director McNabb, that the minutes of the Electoral Area 'A' Parks & Green Spaces Advisory Committee meeting held September 16, 2004 be received for information.

CARRIED

Electoral Area 'B' Parks & Open Space Advisory Committee.

MOVED Director Lund, SECONDED Director Holdom, that the minutes of the Electoral Area 'B' Parks & Open Space Advisory Committee meeting held September 13, 2004 be received for information.

CARRIED

Nanoose Bay Parks & Open Space Advisory Committee.

MOVED Director Bibby, SECONDED Director Biggemann, that the minutes of the Nanoose Bay Parks & Open Space Advisory Committee meeting held October 4, 2004 be received for information.

CARRIED

Regional Parks Plan Review Select Committee.

MOVED Director Bartram, SECONDED Director Longmuir, that the minutes of the Regional Parks Plan Review Select Committee meeting held October 13, 2004 be received for information.

CARRIED

District 69 Recreation Commission.

MOVED Director Bartram, SECONDED Director Longmuir, that the minutes of the District 69 Recreation Commission meeting held October 21, 2004 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Westbroek, that the recommendations from the District 69 Recreation Commission Grants Committee be approved as follows:

Community Grants:

Bowser Tennis Club – resurfacing courts	\$	2,500
Coombs Halloween Candy Walk	\$	1,000
Errington War Memorial Hall – washroom upgrade, old hall repairs	\$	7,250
Oceanside Community Arts Council – musical recitals	\$	700

Oceanside Lyrics Ensemble	\$	800
Parksville and District Association for Community Living	\$	870
Parksville Special Olympics	\$	700
Ravensong Masters Swim Club	\$	1,300

Youth Grants:

Deep Bay Yacht Club	\$	2,500
District 69 Family Resource Association	\$	2,190
KSS Music Program – Parents Committee – purchase bass instrument	\$	750
Vancouver Island Adrenalin Games	\$	800

CARRIED

Intergovernmental Advisory Committee.

MOVED Director Cantelon, SECONDED Director Bibby, that the minutes of the Intergovernmental Advisory Committee meeting held October 21, 2004 be received for information.

CARRIED

Regional Growth Monitoring Advisory Committee/State of Sustainability Project.

MOVED Director Holdom, SECONDED Director Bartram, that the minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meetings held October 6 and October 27, 2004 be received for information.

CARRIED

Transit Business Plan Update Select Committee.

MOVED Director Krall, SECONDED Director Cantelon, that the minutes of the Transit Business Plan Update Select Committee meeting held October 28, 2004 be received for information.

CARRIED

MOVED Director Krall, SECONDED Director Cantelon, that a letter be sent to the Premier that the Province consider for their 2005 budget, the allocation of surplus funds for additional funding to transit for the Nanaimo Regional transit system and others in the BC Transit Municipal Systems program.

CARRIED

Vancouver Island Corridor.

MOVED Director Cantelon, SECONDED Director Krall, that \$2,000 be sent to the Capital Regional District to offset expenses in the assessment of the Island Corridor Foundation's business plan.

CARRIED

ADMINISTRATOR'S REPORTS

Barclay Crescent Sewer Servicing Initiative.

MOVED Director Westbroek, SECONDED Director Longmuir, that "Regional District of Nanaimo Barclay Crescent Sewer Service Establishing Bylaw No. 1391, 2004" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Westbroek, SECONDED Director Longmuir, that "Regional District of Nanaimo Barclay Crescent Sewer Service Loan Authorization Bylaw No. 1392, 2004" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Federation of Canadian Municipalities International Centre for Municipal Development Partnership Program – RDN Partnership with Sunyani, Ghana.

MOVED Director Westbrook, SECONDED Director Cantelon, that the Board approve a partnership between the Regional District of Nanaimo and the Sunyani Municipal Assembly in Ghana, Africa, to plan and manage a two year project.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Citizen Builders Proposal.

MOVED Director Longmuir, SECONDED Director Westbrook, that the request to fund \$7,500 for the next 4 years through the District 69 Parks and Recreation function to support the Citizen Builders proposal as outlined by Alan MacDonald, be referred to the year 2005 – 2008 budget process.

CARRIED

Director Bibby requested that staff prepare a policy statement as to how the Board should deal with occasional financial requests from various organizations.

NEW BUSINESS

Drinking Water Protection Action Plan.

MOVED Director Bartram, SECONDED Director Cantelon, that staff be directed to review the Drinking Water Protection Action Plan and refer the recommendations to the 2005 – 2010 budget process.

CARRIED

IN CAMERA

MOVED Director Sherry, SECONDED Director McNabb, that pursuant to section 90(1)(g) of the *Community Charter* the Board proceed to an In Camera meeting to consider items relating to legal matters.

CARRIED

ADJOURNMENT

MOVED Director Sherry, SECONDED Director McNabb, that this meeting terminate.

CARRIED

TIME: 8:00 PM

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES



SCHOOL DISTRICT No. 69 (QUALICUM)

November 22, 2004

Joe Stanhope
Chairman of the Board
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

REGIONAL DISTRICT OF NANAIMO			
NOV 24 2004			
CHAIR	✓	GMCMS	✓
CAO	Ⓢ	GMCFS	
		GMDS	
		GMES	

Dear Joe Stanhope:

At the October 26th regular meeting of the Board of School Trustees, School District No. 69 (Qualicum), the Board discussed Regional District of Nanaimo sports fields. The Board feels that it would be appropriate that the school district be included in the District 69 Sports Field Services Agreement.

The Board adopted the following motion for submission to the Regional District of Nanaimo:

THAT the Board propose that funding for the maintenance of School District fields in use by the community should be provided according to the formula established in the District 69 Sports Field Services Agreement established by the Regional District of Nanaimo and as applicable to the Town of Qualicum Beach and the City of Parksville.

Yours truly,

E. Jane Williams
Chairperson
Board of School Trustees

c: Eve Flynn, Trustee
Earl Billingsley, Operations and Maintenance Manager
Dan Whiting, Secretary Treasurer

File: 0450-20

P:\WINWORD\GENERAL\RD\Correspondence\2004\Sports Fields.doc
PO Box 430, 100 Jensen Ave. East, Parksville, B.C. V9P 2G5
Phone (250) 248-4241 Fax (250) 248-5767 www.sd69.bc.ca



REGIONAL DISTRICT OF NANAIMO			
DEC - 6 2004			
CHAIR		GMC'S	
CAO		GMDS	
		GMFS	
<i>Beal</i>			

MEMORANDUM

TO: Jason Llewellyn
 Manager, Community Services

DATE: December 6, 2004

FROM: Brigid Reynolds
 Senior Planner

FILE: 3360 30 0405

SUBJECT: Bylaw Amendment Bylaw 500.305 – Fern Road Consulting Ltd., on behalf of Gary and Mary Ann Tennant
 Electoral Area 'H' – 1125 Spider Lake Road

PURPOSE

To consider Bylaw 500.305, 2004 for adoption.

BACKGROUND

Bylaw No. 500.305, 2004 was introduced and given 1st and 2nd reading on August 10, 2004. This was followed by a Public Hearing held on September 7, 2004. The Board then granted the Bylaw 3rd reading on September 28, 2004.

The purpose of this amendment bylaw is to rezone the parcel legally described as Lot 17, Block 360, Newcastle District, Plan 36512 and located at 1125 Spider Lake Road in the Spider Lake area of Electoral Area 'H' (see Attachment No. 1 for location of subject property) from Subdivision District B (8.0 ha minimum parcel size) to Subdivision District D (2.0 ha minimum parcel size) in order to facilitate the subdivision of the parent parcel into four 2.0 ha sized parcels. It is noted that the applicant has submitted a subdivision application for 3 parcels at this time (two with a minimum parcel size of 2.0 ha and one lot with a minimum parcel size of 4.0 ha) with plans to subdivide the 4 ha parcel into 2.0 ha sized lots at a later date. (see Schedule No. 1 for proposed plan of subdivision).

This application is one of five similar zoning amendment applications in the Spider Lake area. Prior to this report, these applications have been presented to the Regional Board together, however due to applicants' time constraints concerning this application, final approval is being requested separately.

At 3rd reading of this amendment application, the Conditions for Approval included the following:

1. The registration of the following section 219 covenants.
 - a) A land use covenant to include the following restrictions:
 - i) One dwelling unit per parcel;
 - ii) No further subdivision of the land under the *Strata Property Act*;
 - iii) No frontage relaxation; and
 - iv) No further road dedication to accommodate parcel frontage or additional parcels.

- b) A geotechnical covenant to include the geotechnical reports prepared by Bob Davey on March 3, 2004 stating that there is a safe margin for establishing septic fields within the top 1.0 metre of the land surface.
 - c) A hydrogeology covenant to include the hydrogeological assessment prepared by EBA Engineering Consultants Ltd. on August 31, 2004 proving the availability of potable water for the proposed subdivision in terms of water quantity.
 - d) A protective covenant for no removal of vegetation, or placement of buildings or structures, within 15.0 metres of the on site pond.
2. A development permit approved pursuant to the Environmentally Sensitive Features Development Permit Area as designated in "Regional District of Nanaimo Electoral Area 'H' Official Community Plan Bylaw No. 1335, 2003".

The corresponding development permit application was approved by the Regional Board on October 26, 2004.

With respect to the registration of the covenants, the applicant has provided a solicitor's letter undertaking to register the section 219 covenants on the title concurrently with the plan of subdivision. While the applicant was required to have these covenants registered on the title of the property prior to final approval by the Regional Board, the applicant's agent requested that, due to the applicants' time constraints, the Regional District accept the solicitor's letter of undertaking. While not a preferred method of securing covenants, as the applicant is subdividing the parent parcel at this time, staff recommends the letter of undertaking be accepted in this case.

Therefore, as the corresponding development permit has been approved and the covenants will be registered at time of subdivision as secured by the solicitor's letter of undertaking, the bylaw may now be considered for adoption.

ALTERNATIVES

1. To adopt Bylaw No. 500.305.
2. To not adopt Bylaw No. 500.305.

INTERGOVERNMENTAL IMPLICATIONS

Referrals were sent to the Ministry of Transportation and Vancouver Island Health Authority. In addition, the Bow Home Fire Protection District was contacted directly.

Comments received include:

Ministry of Transportation – staff has indicated that the Ministry has no objection in principal to these applications.

Vancouver Island Health Authority – staff has indicated that due to the potential for onsite sewage disposal in these areas the agency has no objection to these rezoning applications.

Bow Home Fire Protection District Fire Chief – The Fire Chief has verbally indicated no objection of these rezoning applications.

VOTING

Electoral Area Directors - one vote except Electoral Area 'B'.

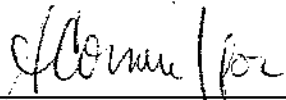
SUMMARY

"Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.305, 2004" was given 1st and 2nd reading on August 10, 2004. A Public Hearing was held on September 7, 2004 and the Bylaw was given 3rd reading on September 28, 2004. The Regional Board approved the Development Permit on October 26, 2004. As the applicable Conditions of Approval as outlined in Schedule No. 1 have been met, the Bylaw may now be considered for adoption.

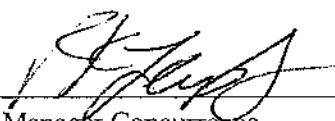
The following recommendation is provided for consideration by the Board.

RECOMMENDATION

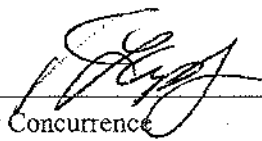
That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.305, 2004", be adopted.




Report Writer



General Manager Concurrence



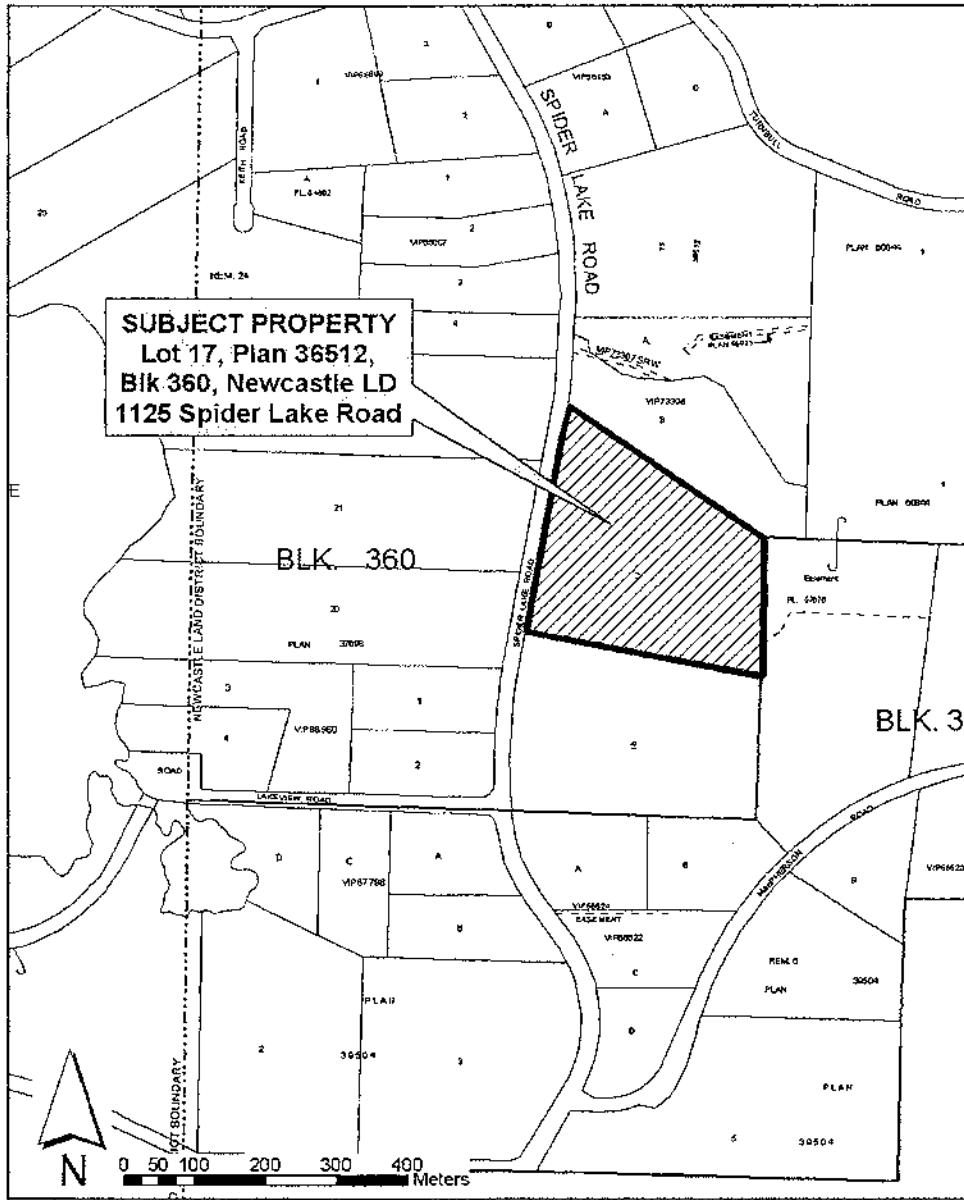
Manager Concurrence



CAO Concurrence

COMMENTS:
devsvs/reports/2004/ZA3360 30 0405 de brd Tennent Fern Rd adopt

ATTACHMENT No. 1
Location of Subject Property





REGIONAL DISTRICT OF NANAIMO	
DEC - 6 2004	
CHAIR	GMCrs
CAO	GMDS
GMCms	GMES
<i>Bid</i>	

MEMORANDUM

TO: Robert Lapham
General Manager, Development Services

DATE: December 3, 2004

FROM: Jason Llewellyn
Manager, Community Planning

FILE: 3360 30 0414

SUBJECT: Zoning Amendment Application No. ZA0414
Regional District of Nanaimo - Department of National Defense lands

PURPOSE

To consider 3rd reading and adoption of Bylaw No. 500.307 to apply zoning to the currently un-zoned lands controlled by the Department of National Defense.

BACKGROUND

The Department of National Defense (DND) land is identified in Schedule 1 to this report. The lands in question consist of two separate properties that are not zoned pursuant to Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987. The land is under Federal ownership and used for national defense purposes; therefore, it is not subject to local government land use regulations. For this reason the land was not zoned. If the land was sold to a private individual or business the Regional District would have little control over the use or subdivision of the land given the lack of zoning in place.

Surrounding uses include primarily a mix of residential, rural, resource, and agricultural uses.

Regional District staff is aware that the DND may consider portions of the land to be surplus and could possibly consider disposal of land through sale or lease. Given this possibility, staff proposes that the Board consider zoning the land to Public 4, Subdivision District Z (PU4Z) to prepare for the possibility of future private ownership of the land. This will ensure that the Regional District is in a position to regulate the future use of the land in compliance with the intent of the Official Community Plan, should the Federal government take steps to dispose of the land.

Official Community Plan

The land is designated as "Resource Lands" in the current Nanoose Bay Official Community Plan (OCP). The Resource Lands Designation includes lands identified as Agricultural Land Reserve (ALR), Forest Land Reserve (FLR), lands with known and active resource use, and lands owned by the Federal government (DND) or the Crown. This OCP is currently under review. In the current OCP, Resource Lands are intended to not be subdivided into parcels less than 8.0 hectares in area. This is a minimum and does not preclude zoning of lands to further restrict, or prohibit, subdivision. The OCP was developed

under the assumption that the land would remain used for DND purposes and would not be made available for private use or lease. Staff expects that this is also the community expectation.

Application History

On September 28th, 2004 the Board gave Bylaw No. 500.307, 2004 1st and 2nd Readings. The Board also waived the holding of a Public Hearing under Section 890(4) of the *Local Government Act*.

Public notice regarding the general terms of the bylaw, the lands subject to the bylaw, and the time and place the bylaw may be inspected was delivered as required to all persons who would otherwise be given notice regarding a Public Hearing.

According to the Regular Board Minutes for October 26th, 2004 the Board adopted Bylaw No. 500.307, 2004; however, there is no record in the minutes of the Bylaw having received 3rd reading. Therefore, the Bylaw was inappropriately adopted, and must be given 3rd reading prior to being adopted by the Board.

Public notice regarding the general terms of the bylaw, the lands subject to the bylaw, and the time and place the bylaw may be inspected has been re-delivered to all persons who would otherwise be given notice regarding a Public Hearing, as required.

IMPLICATIONS

The Regional District of Nanaimo has initiated this zoning amendment application for the DND land to ensure that any future use or subdivision of the land is in compliance with the OCP. As the OCP was developed under the assumption that the DND land would remain under the ownership of the Federal government and used only for DND purposes, the proposed new PU4 zone limits the use of the DND land to Public Utility Use. Public Utility Use is the use most similar to the DND's use of the land; therefore, the PU4 zone would better ensure that the land use could not change significantly, if sold, without prior Board consideration and approval of any new use. Further the OCP was developed under the assumption that the land would remain un-subdivided, therefore, Subdivision District Z 'no further subdivision' has been recommended.

ALTERNATIVES

1. That Bylaw No. 500.307 be given 3rd reading and adopted.
2. Do not proceed with zoning the DND lands.

INTERGOVERNMENTAL IMPLICATIONS

The application intends to maintain the status quo and increase the ability of the Ministry of Transportation (MoT) to better review any land use change. The MoT has approved the Bylaw pursuant to the *Highway Act*.

VOTING

Electoral Area Directors - one vote, except Electoral Area 'B'.

VOTING

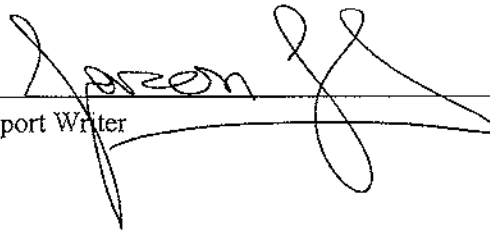
Electoral Area Directors - one vote, except Electoral Area 'B'.

SUMMARY


This is a request to amend Bylaw No. 500, 1987 to zone the un-zoned land owned by the Federal government and controlled by the DND. The land is designated "Resource Lands" in the Nanoose Bay Official Community Plan and is intended to remain as DND land, which is the reason for the un-zoned state. To ensure that the Regional District maintains control over the use of the land it is recommended that a new PU4 zone be created and the PU4Z zoning be applied to the DND land. The amendment bylaw has been previously adopted by the Board; however, as a result of a procedural error the bylaw is again before the Board for 3rd Reading and adoption.

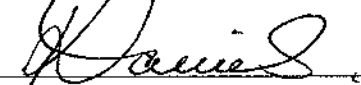
RECOMMENDATION

That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.307, 2004" be given 3rd and adopted.



Report Writer



General Manager Concurrence


CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR
MEETING HELD ON THURSDAY, NOVEMBER 18, 2004, AT 2:00PM
AT OCEANSIDE PLACE**

Attendance:

Frank Van Eynde
Dave Bartram
Reg Nosworthy

Eve Flynn
Patty Biro
Chris Burger

Jack Wilson
Craig Young

Staff:

Tom Osborne
Mike Chestnut

Cathy MacKenzie
Tony Toriglia

Dan Porteous
Marilynn Newsted,
Recording Secretary

Late Delegations:

Bob Herbison and Denise Schmidt - Errington War Memorial Hall Association

CALL TO ORDER

- 1 Chair Van Eynde called the meeting to order at 2:00pm.

DELEGATIONS

- 2 MOVED Commissioner Bartram, SECONDED Commissioner Young, that Mr. Herbison of the Errington War Memorial Hall Association be permitted to address the Commission as a late delegation.

CARRIED

Mr. Herbison presented a verbal and visual history of the Errington War Memorial Hall that opened in 1922. He noted improvements made to the facility have all been accomplished with grant monies or fund raising efforts by hall volunteers. Mr. Herbison reported that District 69 Recreation Grants in 2001, 2003 and 2004 made possible the addition of a handicapped washroom, access ramp, counter and sink with cabinet in the Old Fire Hall and also a handicapped access washroom on the stage and the renovation of the men's washroom to handicapped standards in the hall itself. Mr. Herbison requested that the Commission consider the Errington War Memorial Hall Association request for a District 69 Recreation Community Grant for washroom upgrades and hall repairs having provided the Commission with a letter from a building inspector that the facility is structurally sound.

MINUTES

- 3.1 MOVED Commissioner Bartram, SECONDED Commissioner Biro, that the Minutes of the District 69 Recreation Commission Regular Meeting held on October 21, 2004, be approved.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

- 4 MOVED Commissioner Bartram, SECONDED Commissioner Young, that the correspondence from the Heart and Stroke Foundation Mother Daughter Walk, letter of thanks; letter of thanks to Kidfest Committee from T. Osborne; City of Port Moody to UBCM re: Tax Credit for minor sport and the late correspondence from Jim Macrae, re: Errington War Memorial Hall building inspection, be received.

CARRIED

FUNCTION REPORTS

- 5 Mr. Osborne presented the Function Reports for the Ravensong Aquatic Centre, Oceanside Place, Recreation Coordinating and Community and Regional Parks.

Mr. Osborne noted that: staff continue to work with R.G. Properties to reconcile the approximate \$40,000 worth of outstanding construction deficiencies and warranty items at Oceanside Place.

- Jennifer Merner will return at the beginning of January in a permanent part-time programmer position. Jennifer's former full time position will be posted shortly and will be filled by January 2005.
- a Parks and Open Space Advisory Committee has been struck for Area "H" and will functioning by March 2005. Parks and Trail Coordinator Joan Michel will be the staff resource for the Committee.
- a Regional Parks Plan Review Open House will take place at Oceanside Place Wednesday, December 1, 2004, from 6:30pm to 8:30pm and at Nanaimo Aquatic Centre Thursday, December 2, 2004, from 6:30pm to 8:30pm.
- the Regional District has for the first time, Park Bylaws in effect in all regional and community parks. Both park operators and the three parks staff will be trained as Park Bylaw Enforcement Officers.

MOVED Commission Wilson, SECONDED Commission Bartram, that the Function Reports be received.

CARRIED

BUSINESS ARISING FROM COMMUNICATION/CORRESPONDENCE

- 7 Commissioner Flynn inquired as to the request of the Citizen Builders Youth Link Partnership Initiative presented to the Commission at the October 21, 2004 meeting. Staff and Commissioner Bartram advised the Commission that the Partnership Initiative would address the Regional Board as a delegation at their November 23, 2004 meeting.

MOVED Commissioner Bartram, SECONDED Commissioner Burger, that staff prepare a report based on the City of Port Moody resolution on establishing a tax credit for minor sports and recreation registrations to be presented to the Association of Vancouver Island Coastal Communities.

CARRIED

NEW BUSINESS

- 8.1 Mr. Osborne presented the 2005 Annual Budget, Five Year Capital Plan and the Five Year Financial Plan for the Ravensong Aquatic Centre, Oceanside Place and District 69 Recreation Coordinating.

MOVED Commissioner Bartram, SECONDED Commissioner Young, that the 2005 Annual Budget, Five Year Capital Plan and the Five Year Financial Plan for the Ravensong Aquatic Centre, Oceanside Place and District 69 Recreation Coordinating be approved as presented.

CARRIED

- 8.2 MOVED Commissioner Bartram, SECONDED Commissioner Berger, that the School District #69 Board of Trustees motion of October 26, 2004, regarding Regional and Municipal funding for the maintenance of School District #69 fields in use by the community be tabled pending a staff report to be presented to the Commission and the Regional Board.

CARRIED

COMMISSIONER ROUNDTABLE

- 9 Commissioner Bartram reported he is in discussion with Land and Water BC with regard to the lease of Oakdowne Road Community Park.

ADJOURNMENT

MOVED Commissioner Bartram that the meeting be adjourned at 3:50pm.

NEXT MEETING

The next meeting will be held Thursday, December 16, 2004 (if required) at Oceanside Place, in the Multipurpose Room 1 at 2:00pm.

Frank Van Eynde, Chair

b) **Staff Report - Jeff Ainge**

Kipp Road/Cinnabar Ridge

- The smaller 5% parkland dedication has been registered, the larger park parcel from the rezoning is to follow. Staff contacted Heritage BC to see if there was any advantage to have it designated a Heritage site. The feeling was that if the RDN owns it and it's designated Parkland, it already has a level of protection. Work will be required to fully understand the history of the site. Joe Materi wonders if we can start trail building sooner rather than later.

Thelma Griffiths Park

- Nothing to report at this time. Staff continue to request the Free Crown Grant documentation from Land and Water BC.

RDN Regional Parks Master Plan

- There were 145 responses to the public survey. The key elements of the Draft Plan will be presented to the public on Dec. 2nd as noted above.

Nanaimo River Regional Park Management Plan

- Staff met with Pope and Talbot and also TLC to discuss concerns expressed by Pope & Talbot who feel the Draft Plan doesn't acknowledge them or their rights enough. It was agreed a memorandum of understanding could be drawn up concerning rights, access, etc.

c) **MCT Subcommittee** -- Judy Burgess for Kerri-Lynne Wilson

- NALT will plant surplus douglas firs along the trail. Joe suggested the minesite parking lot and around the nature sign.
- The metal "No Motorised Vehicles" signposts are in.
- Judy has written a piece on historic trail for Take 5.

d) **Morden Mine Society** -- Judy Burgess

- First AGM attracted over 30 people. There are now 39 members. New Board was elected and they are still working on the Heritage Funding application.

e) **Membership Appointments** -- Staff and Director Kreiberg

- Applications for Board memberships have been mailed out, also ads in the papers have been placed. The closing date for applications is December 6.

QUESTIONS AND COMMENTS FROM THE FLOOR

Joe Materi asked how the budget looks. Staff will provide an update on 2004 expenditures at the next meeting. He will also present the Draft Budget for 2005 at the next meeting.

NEXT MEETING

Next meeting date was set for Thursday, January 20, 2005 7:30pm at Cedar Heritage Centre

ADJOURNMENT

MOVED B. Metcalf, SECONDED Everybody that the meeting be adjourned at 9:30 pm.

Chair.

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGIONAL PARKS PLAN REVIEW SELECT COMMITTEE MEETING HELD ON WEDNESDAY NOVEMBER 17, 2004, AT 12 NOON IN THE RDN COMMITTEE ROOM

Present:

Director L. McNabb	Chairperson
Director H. Kreiberg	Electoral Area 'A'
Director J. Stanhope	Electoral Area 'G'
Director D. Bartram	Electoral Area 'H'

Also In Attendance:

N. Connelly	General Manager of Community Services
T. Osborne	Manager of Recreation and Parks
Jeff Ainge	Parks Supervisor
H. Rueggeberg	Lanarc Consultants Ltd.
D. Backhouse	Lanarc Consultants Ltd.

CALL TO ORDER

The meeting was called to order at 12:10 pm.

ADOPTION OF MINUTES

Moved Director Stanhope, Seconded Director Kreiberg that the minutes of the Regional Parks Plan Select Committee held on October 13, 2005 be approved.

CARRIED

PROJECT UPDATE

Ms. Rueggeberg gave an overview of the project to date, which included completion of meetings with key stakeholder groups (with the exception of the South Island Woodlot Association), and completing the analysis of the survey responses. Planning is underway for the next phase of outreach, namely two public Open Houses slated for December 1st and 2nd.

CONCEPT MAP

Three maps were presented for the Select Committee's information. Two maps made use of the new RDN mapping software, which enables contour and relief shading to be added to maps. The third map showed the various proposed priority acquisition locations.

KEY ELEMENTS OF THE PLAN

Ms. Rueggeberg reviewed components of the Draft Plan that will be presented at the December public meetings. The elements include providing analysis of the 145 public survey responses, the proposed Vision and Goal statements, Regional Park and Trail classifications, a gap analysis, comparison of acquisition priorities between the 1995 Plan and that proposed with this review, and Park and Trail development priorities. The Committee requested minor changes to some of the elements.

INITIAL RESOURCE FINDINGS

Based on discussions with staff and stakeholders, and on the public survey responses, Ms. Rueggeberg presented a preliminary breakdown of current funding and expenditures for the Regional Parks & Trails function. The many development projects that could occur over the ten-year life of the Plan were also presented with estimated funding requirements noted. The need for a major bridge program was discussed, as was funding for partnerships and volunteer coordination.

PUBLIC MEETINGS

The dates and locations of the December Open Houses were confirmed as December 1st at the Oceanside Place - Multipurpose Room and on December 2nd at the Nanaimo Aquatic Centre - Room A. Doors will open at 6.30pm, with a presentation commencing at 7.00pm and question and answers to follow.

NEXT PHASE OF PROJECT

Ms. Rueggeberg outlined the next steps of the process following the Open Houses. These entail completing the draft Plan and distributing it for review by key stakeholders, partners, and the public. A draft will be provided to the Select Committee prior to the December 15 meeting. Following review by the Select Committee and others, the draft will be revised as per comments received and Select Committee direction. The revised Plan will be presented to the Select Committee for the January 19, 2005 meeting.

OTHER BUSINESS

Director Kreiberg raised the question of responding to the lengthy submission received from the Western Canada Wilderness Committee (WCWC). The Committee discussed the wide-reaching components of the submission. In general the Committee felt the Regional Parks Plan Review process was sound and that other regulatory or discretionary means were able to provide protection mechanisms outside of parks designations, and that the Plan review will proceed as intended. Ms. Rueggeberg advised she would respond to WCWC.

The Chair complemented Ms. Rueggeberg on progress to date.

NEXT MEETING

Select Committee meetings are scheduled for December 15, 2004 and January 19, 2005. All meetings will be held between 12:00 noon and 3:00 pm in the RDN Committee Room.

ADJOURNMENT

The meeting was adjourned at 1.55 pm.

L. McNabb
Chair

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGIONAL GROWTH MONITORING ADVISORY COMMITTEE / STATE OF SUSTAINABILITY PROJECT HELD ON WEDNESDAY, NOVEMBER 3, 2004 IN THE COMMITTEE ROOM

Present:

Director Bill Holdom	Chair
Director Dave Bartram	Deputy Chair
Brian Anderson	
Douglas Anderson	
Gordon Buckingham	
Betty Collins	
Adele McKillop	
Sylvia Neden	
Ross Peterson	
Sharon Thomson	

Also in attendance:

Christina Thomas	Senior Planner, Community Services
------------------	------------------------------------

Absent:

Janet Farooq

CALL TO ORDER

Director Holdom called the meeting to order at 7:00 PM.

MINUTES

The minutes from the previous meeting (Oct.27/04) were approved as presented.

OLD BUSINESS

- a) *Methods/techniques/policies/actions to achieve each of the sustainability characteristics identified in the "Framework for Sustainability Indicator Selection for the Regional District of Nanaimo"*

Director Holdom facilitated RGMAC discussion using the framework approved by the RGMAC at the October 27, 2004 meeting, and C. Thomas recorded RGMAC discussion on flipcharts. The RGMAC brainstormed potential methods, techniques, actions and policies to achieve the following characteristics of sustainability:

Social Capital

1. A variety of transportation options are available and convenient to use, and residents do not rely solely upon single occupant vehicular travel for all their transportation needs.
2. The region is a safe place to live, and residents care for and respect each other.

3. There are a variety of opportunities for people of all ages and abilities to interact with each other and nature (e.g. arts, cultural, spiritual, recreational) and cultural and historical attributes that are important to the region are acknowledged, celebrated and preserved.

Environmental Capital

1. There is a safe, sufficient supply of water (for all living beings and uses in the RDN.)
2. Important aquatic and land based habitats and important ecological features are healthy (need to reword this characteristic)
3. The air is clean and safe to breathe, and greenhouse gases are minimized (Note: all indicators are not greenhouse gases).
4. All natural resources are conserved and renewable resources are available in perpetuity.
5. Energy requirements are reduced, and/or energy is obtained in ways that minimize negative impacts on the environment.
6. The negative impacts of land use and development are minimized, carrying capacity is respected and the region's ecological footprint is reduced.
7. Waste is minimized, treated and disposed of using environmentally sound methods.

NEXT MEETING

The next meeting is Wednesday, December 8, 2004. Westland Resource Group will be in attendance on the 8th to present their report with recommendations regarding sustainability indicators for the region, and obtain RGMAC input about the recommendations. It is hoped that the RGMAC will finalize its recommendations regarding sustainability indicators at this meeting, so that the Board may be requested to make a decision about the indicators in January of 2005.

ADJOURNMENT

Director Holdom adjourned the meeting at 9:50 PM.

Chair, Director Holdom



**Minutes for the Meeting held:
Thursday, November 25, 2004 @ 11:00 AM
Regional District of Nanaimo –Committee Room
6300 Hammond Bay Road, Nanaimo, BC**

Present:

Bob Lapham, RDN
Brent Mueller, MCAWS
Cheryl Wirsz, Parksville
Christina Thomas, RDN
Ian Howat, Lantzville
Neil Connelly, RDN
Roger Cheetham, ALC

Absent:

Andrew Tucker, Nanaimo
Paul Butler, Qualicum Beach

1. **Call to order.**

N. Connelly called the meeting to order at 11:15 AM.

2. **Minutes from the Previous Meetings**

The minutes for the September 9, 2004 and October 21, 2004 meetings were approved and received as presented.

3. **Old Business**

None.

4. **New Business**

a) Regional Context Statement - Electoral Area 'E' (Nanoose Bay) Official Community Plan

C. Thomas provided an overview of the November 25, 2004 staff report, "Regional Context Statement for Electoral Area 'E' Official Community Plan". C. Thomas indicated that the regional context statement (RCS) fulfills the requirements for RCSs approved by the Board. C. Thomas noted that the official community plan proposal to move the Urban Containment Boundary (UCB) in the Red Gap area to include additional property would not take effect unless the proposed UCB adjustment is approved pursuant to the criteria and process established in the Urban Containment and Fringe Area Management Implementation Agreement. Pursuant to this Agreement, a UCB amendment proposal and impact assessment prepared by the RDN Community Planning Department would need to be considered by the IAC and the Board, and the necessary Regional Growth Strategy bylaw changes would need to be accepted by the member municipalities and approved by the Board for the proposed change to take effect.

IAC discussion about the RCS focused on the provision of trails to improve mobility, the rationale for the proposed expansion of the Urban Containment Boundary, protection of agriculture and

forestry, implementation, the interests of Land and Water BC, aquaculture, economic development opportunities, and the proximity of the electoral area to the cities of Nanaimo and Parksville.

The IAC received the November 25, 2004 report, "Regional Context Statement for Electoral Area 'E' Official Community Plan", and agreed that the RCS proposed for inclusion in the Electoral Area 'E' Official Community Plan fulfills the Board approved framework regarding RCS content.

b) Regional Context Statements – Status of Requests for Acceptance of New RCSs & Confirmation of Continued Acceptance of Existing RCSs

C. Thomas indicated that pursuant to the *Local Government Act* member municipalities with existing RCSs are required to submit their RCS to the Regional District for consideration of continued acceptance by June 10, 2005 (i.e. two years from the date the current Regional Growth Strategy was adopted).

C. Wirsz indicated that the City of Parksville would be submitting its RCS to the Regional District for consideration of continued acceptance early in 2005.

I. Howat indicated that it is anticipated that the District of Lantzville would be submitting its first RCS (based on the official community plan currently under development) to the Regional District for consideration of acceptance in 2005 pursuant to RGS Policy 8F.

5. **Adjournment.**

N. Connelly adjourned the meeting at 12:40 PM.

Chair, N. Connelly



Minutes for the Meeting held:
Thursday, November 25, 2004 @ 1:30 PM
Regional District of Nanaimo – Committee Room
6300 Hammond Bay Road, Nanaimo, BC

Present:

Andrew Tucker, Nanaimo
Bob Lapham, RDN
Brent Mueller, MCAWS
Cheryl Wirsz, Parksville
Christina Thomas, RDN
Ian Howat, Lantzville
Neil Connelly, RDN

Absent:

Paul Butler, Qualicum Beach

1. Call to order.

N. Connelly called the meeting to order at 1:30 PM.

2. Old Business

a) *Urban Containment & Fringe Area Management Implementation Agreement Review*

B. Mueller facilitated discussion related to the Urban Containment and Fringe Area Management Implementation Agreement Review.

B. Mueller summarized project progress the participants have made to date. It was noted that progress includes agreement regarding the need to create two separate agreements as a part of the Urban Containment and Fringe Area Management Implementation Agreement Review Project (an agreement about urban containment, and an agreement about rural protection), agreement to not include references to municipal boundary changes in the new agreements, and initiation of discussion regarding the criteria for Urban Containment Boundary changes. Participants indicated agreement regarding the progress to date.

B. Mueller requested confirmation regarding the record of the October 21, 2004 meeting, and participants confirmed the accuracy of the record.

C. Thomas suggested that the issues identified to date be categorized and prioritized for the purpose of organizing participant discussion as follows: (1) criteria for urban containment boundary changes; (2) land use inside the urban containment boundary; (3) land use outside the urban containment boundary; and (4) municipal boundary extension. Participants agreed to the suggested prioritization and categorization of issues.

Participants discussed criteria for urban containment boundary changes. B. Mueller provided participants with information researched by the Intergovernmental Committee of Urban and Rural

Research (ICURR) about the process and criteria that other jurisdictions in North America use to develop and implement urban containment boundaries. B. Mueller and C. Thomas provided a summary of the key themes identified in the ICURR research. C. Thomas distributed tabular information regarding urban containment boundary change criteria to help facilitate participant discussion. Participants agreed that the criteria for urban containment boundary changes should include three components: the land should not be in the Agriculture Land Reserve, there should be a documented community need (as determined by the jurisdiction requesting the change), and the change should respect the eight Regional Growth Strategy goals.

3. **New Business**

None

4. **Next Meeting**

The next meeting was set for Tuesday, December 14th at 1:30 PM at the Regional District of Nanaimo administration office.

5. **Adjournment.**

The meeting adjourned at 4:00 PM.

N. Connelly, Chair

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE TRANSIT BUSINESS PLAN UPDATE SELECT COMMITTEE MEETING HELD ON THURSDAY, NOVEMBER 18, 2004, AT 12 NOON IN THE RDN COMMITTEE ROOM

Present:

Director T. Krall	Chairperson
Director B. Holdom	City of Nanaimo
Director R. Cantelon	City of Nanaimo
Director J. Stanhope	Electoral Area G
(arrival: 1:45 pm)	

Also In Attendance:

N. Connelly	General Manager, Community Services
N. Avery	Manager, Financial Services
R. Henry	Manager, Transportation Services
B. Clemens	City of Nanaimo
T. Moscrip	City of Nanaimo

Regrets:	Director T. Westbroek	Town of Qualicum Beach
	Director D. Haime	Electoral Area D

CALL TO ORDER

The meeting was called to order at 12:10 pm. As there was no quorum present, the Chair, in consultation with Committee members, agreed to proceed on an information basis only.

DELEGATIONS

Hermaine Hicks, re pending loss of Downtown Transit Exchange and participation on RDN Transit Committee.

Ms. Hicks read a prepared statement from William Bergsma of Nanaimo (who was not able to attend this meeting) with regards to the importance of transit for the citizens of Nanaimo and the need for a permanent exchange downtown. Ms Hicks then provided the Committee her views on citizen participation and representation in transit operations and the importance of a permanent transit exchange in downtown Nanaimo. In this context, she demonstrated a transit exchange static model in proximity to Front Street, to possibly co-locate with a commercial enterprise, such as a coffee shop.

Jack Little, re proposal for a Multi-Transportation Centre.

Mr. Little briefed the Committee on his concept of a Multi-Transportation Centre development project on the CPR property adjacent to Front Street, to provide a long term and centralized location to meet the diverse transportation needs for the area.

Mike Minter, re support for a Downtown Transit Exchange.

Mr. Minter advised of his support of the previous delegation, in terms of the provision of a co-located, centralized and permanent location for various modes of transportation, including transit.

MINUTES

Minutes of the Transit Business Plan Update Select Committee meeting held October 28, 2004 to be received at the next meeting.

CORRESPONDENCE

BC Transit – Smart Travel Project, letter dated November 9, 2004

N. Connelly summarized the following key points in the letter: BC Transit has applied for a \$1.5 million grant through the Federal Opportunities Envelope Program; a program designed to help Canada meet its greenhouse gas reduction targets. This funding would be cost-shared with BC Transit and selected transit systems, to provide technological customer-focused improvements to increase ridership and revenues with “real-time” transit information systems. In addition, the provision of electronic fare systems to reduce rider fraud and improve operational efficiencies. Work would commence in April 2005, for Province-wide completion in 18 to 21 months.

The total cost to upgrade the Nanaimo system is estimated at \$1.04 million. Based on Federal support of \$220,000, with BC Transit cost-sharing 46.69% of the remaining costs, the estimated annual cost to the RDN for this program would be \$90,000 when amortized over a seven-year period.

N. Connelly advised that BC Transit seeks support for the project by November 30, 2004 and confirmation of RDN’s willingness to fund its share of costs, subject to the RDN budget process. He advised that by the time the letter was received, the provisional 2005 transit budget had been submitted for review and set for Board consideration. Coupled with the projected 2004 deficit and cost pressures for FY 2005, it would be difficult to consider funding this project in the short term. A discussion followed on the merits of this program; in particular the notion that ridership would increase by 219,000 new rides, or 10% overall, by Year 4. Staff were directed to seek further clarification on this point for the next meeting, and advise BC Transit accordingly that the RDN is not in a position to fund this initiative for 2005.

ADMINISTRATION

Nanoose Bay Transit Service Expansion

The Chair agreed to move the Nanoose Bay Transit Service Expansion item forward on the agenda. The report recommends that Staff proceed to consult with Area E residents in January 2005 to provide for the Board’s consideration of the new service on conjunction with the adoption of the final budget. With the lack of a quorum, the Committee confirmed that this item would come forward directly to the December 14, 2004 Board meeting.

The Chair referred comment on the report to Director Bibby, who noted that there may be a requirement to extend the proposed connector service in the Fairwinds/Schooner Cove area to include connector service into Beachcomber and Madrona areas, given the density of housing in these areas. Staff were directed to review options to expand the connector service into these areas.

Downtown Nanaimo Transit Exchange Progress Report on Options and Public Consultation

Director Krall introduced the topic and queried staff on the goal to submit a plan for downtown Nanaimo transit by 1 Feb 2005. N. Connelly advised that meetings with key stakeholders have been convened to explore various options. He provided the following three options for consideration: a flow through model with layover spaces, a flow through model with no layover spaces and a new downtown exchange site. He advised of associated impacts of each option, including ridership, revenues, costs, and public safety. A discussion followed on the various possibilities. Staff were directed to prepare a report for the next meeting.

Transit Ridership Input-Feedback/Approaches

Following the delegation point on citizen participation in transit matters, Director Krall asked staff to advise on the feasibility of such an approach. N. Connelly advised that BC Transit confirmed there are some communities in the Province where transit advisory committees are in place. Specifically Campbell River, Terrace, and Penticton have citizens' participation in local transit committees. He noted that in most instances, transit committees are made up of local politicians and/or staff, and sometimes include representation from School Boards, Chambers of Commerce and other stakeholder groups. Staff were directed to review this further and provide recommendations for a future meeting.

Regional Transit Advertising

Director Krall advised that he was satisfied with the message (three way pie-chart, prepared by BC Transit, Sept. 03), referred to during a recent media release regarding funding support in support of our transit system, specifically support from local taxpayers, funding from BC transit via the cost-share process and funding from riders in the form of cash fares, tickets and transit passes. This message paints a simple yet effective picture of the partnership concept, and supports the notion that considerable public support is required to make transit work.

Parksville/Qualicum Beach Community Bus Survey and Ridership Update

R. Henry advised the Committee of the results of the recent ridership count and on-Board Survey. N. Connelly provided a summary of key statistics, and conclusions, noting the common theme for more frequent and extended hours of service. In addition, the survey concluded that there are limited other transportation options for riders in this area, that most riders are committed to the service (i.e. use the service frequently during the week) and highlighted the importance of the senior market.

2005 Budget Issues and Options

N. Connelly summarized issues and options for the Southern Community 2005 Transit Budget as outlined in the Staff report. Additional information was provided to illustrate the impact of service level reductions (5 and 10% respectively) as well as an analysis of transit revenues from 1999 to FYE 2004 (projected). The Committee discussed various revenue generation issues, including the need to capitalize on the Malaspina-University College student market as the college grows. Following a discussion of issues, the Committee deferred receipt/approval of the report and recommendation, subject to the future meetings set by the City of Nanaimo for November 29, 2004, and the scheduled November 30, 2004 Board Committee of the Whole meeting on the 2005 budgets.

ADJOURNMENT

The meeting was adjourned at 2:00 pm.

T. Krall
Chair

TO: N. Connelly
General Manager of Community Services

DATE: November 11, 2004

FROM: R. Henry
Transportation Services Manager

FILE: 8620-36

SUBJECT: Transit Service Expansion - Nanoose Bay

PURPOSE

To provide financial details regarding the possible implementation of Community Bus for Area E (Nanoose Bay).

BACKGROUND

On 9 September 2004, staff were directed to provide supplemental information regarding Service Expansion Option 1 as contained in the BC Transit Service Review for Nanoose Bay, dated 15 July 2004. This option would both expand and augment the existing service by providing limited transit service to parts of Area E not currently served.

The BC Transit Municipal Systems program is currently awaiting a new funding and governance structure to address program sustainability and future expansion of transit province-wide. BC Transit has confirmed that there is a possibility of service expansion funding to be incorporated in the Annual Operating Agreement (AOA) for 2005. Financial scenarios are provided for local funding only as well as BCT cost-share funding, as detailed in financial implications below.

Existing Service

Transit service in Nanoose is currently provided by the #21 Intercity Connector which links Parksville and Woodgrove Centre every two hours, specifically four trips outbound and five trips inbound, six days a week (no service on Sunday). This service is provided by fully accessible conventional low-floor buses. The most recent ridership counts (March 2004) shows a daily average ridership of 231 passengers, with approximately 50 riders from Nanoose Bay. Primary users of the service are seniors, one-car families and post-secondary students.

Service Expansion

The new Community Bus service would connect with existing #21 Intercity Connector trips through timed meets, and operate on a fixed route and schedule to areas not served by conventional transit. The operating schedule would have additional time factored to provide route diversions into rural neighbourhoods and to accommodate persons with disabilities. The attached diagram depicts the existing conventional service, the new Community Bus Connector and Route Diversion areas under the new scheme. The #21 Intercity Connector would connect with the new Community Bus at a transit exchange location. The new service would result in an additional five hours of service on weekdays and four hours on Saturdays. To provide this level of service, one additional accessible minibus (Polar) would be added to the fleet.

If a decision is made by the Board in February 2005 to proceed with the service expansion, the appropriate budget adjustments for the District 69 Transit System and for Area E will need to be incorporated into the final budget. At that time, information from BC Transit will also be available on whether cost share funding is included in the AOA for this service expansion.

ALTERNATIVES

1. Receive the report for information.
2. Receive the report for information and direct staff to commence consultation in January 2005 with Area E residents regarding the service expansion, to follow-up with the 2005 budget process as required.
3. Receive the report for information and provide alternative direction to staff.

FINANCIAL IMPLICATIONS

BC Transit estimated that annual operating costs for this service expansion would be \$59,995 and additional farebox revenues would be generated in the range of \$20,660, with a ridership increase of 16,090. The net cost to the Regional District would be \$39,335. Staff have reviewed and revised these cost estimates to account for the following:

1. Mid-year program implementation, 5 July 2005, to coincide with other schedule changes in the RDN Transit System as a whole, as well as the issue of an updated Rider's Guide.
2. Salary/benefit cost differences between the RDN wages and BCT wage ceiling (note: BCT will only cost-share to the ceiling established for Municipal Transit Systems, which is lower than the RDN rate).
3. More conservative ridership in the start-up phase to the program.
4. A cost contingency to account for any required operational or service adjustments during the initial service implementation period.
5. Increased operating costs for fuel.

Given the above factors, the total annual operating cost for this service expansion would be \$74,880, additional revenues would be in the range of \$14,880 for a net cost of \$60,000. Staff project an ridership increase in the range of 10,950 (five per hour).

As noted above, BC Transit has indicated the possibility of cost sharing in 2005; hence, financial implications for both no-cost sharing and cost sharing are provided, as follows:

No Cost Sharing

With no cost sharing from BC Transit for this expanded service for a year round operation, the annual tax requisition (full-year service expansion) to Area E would be \$60,000. The table below illustrates the financial impact for an annualized and part year service start:

	2005 Projected (current service level)	2005 Revised (full year)	Change	2005 Revised (July start)	Change
Area E tax rate per \$100,000	\$139.00	\$146.30	\$7.30 5.25%	\$142.65	\$3.65 2.62%

Cost-Sharing:

With cost sharing from BC Transit, the annual tax requisition to Area E would be \$36,000. The table below illustrates the financial impact for an annualized and part year service start:

	2005 Projected (current service level)	2005 Revised (full year)	Change	2005 Revised (July start)	Change
Area E tax rate per \$100,000	\$139.00	\$143.30	\$4.30 3.09%	\$141.15	\$2.15 1.5%

PUBLIC CONSULTATION IMPLICATIONS

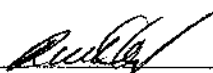
Staff propose holding an open house/information meeting for Area E residents in January 2005 to provide information and receive feedback on the proposed service expansion. The results of the open house/information meeting will be reported to the Board in February 2005 prior to the adoption of the 2005 budget.

SUMMARY/CONCLUSIONS

Program costs for a Community Bus service expansion in Nanoose Bay have been evaluated above and reflect both annualized costs and an initial start date of July 2005. It is uncertain whether cost sharing for the service will be secured in 2005 – cost sharing can be expected to reduce the estimated tax impact from about 5.25% to 3.09% on an annualized basis. If the concept of expanded service is supported, staff would hold an open house/information meeting in January 2005. The results of this meeting and the final budget implications would be reported to the Board in February prior to the adoption of the financial plan.

RECOMMENDATION


That the Nanoose Bay Transit Service Expansion report be received and that staff proceed to consult with Area E residents in January 2005 to provide for the Board's consideration of the new service in conjunction with the adoption of the final budget.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:



OF NANAIMO			
DEC - 6 2004			
CHAIR		GMCrs	
CAO		GMDS	
GMCrs		GMES	
			Board ✓
DATE: December 6, 2004			

MEMORANDUM

TO: Kelly Daniels
Chief Administrative Officer

FROM: Robert Lapham
General Manager, Development Services

FILE: 0470-20 LANTZVILLE

SUBJECT: District of Lantzville Development Services Contract Agreements

PURPOSE

To approve service agreements between the Regional District of Nanaimo and the District of Lantzville for various Development Services.

BACKGROUND

Section 176(1)(b) and 837 of the *Local Government Act* allows a Regional District to enter into an agreement with a municipality to provide a work or service that is within the powers of a municipality. The District of Lantzville has requested that the Regional District continue to provide contract services in support of the functions listed below (see Attachment No. 1). The Regional District has been providing these services since the date of incorporation of the municipality. In order to continue to provide these services, it is proposed that eight (8) service agreements be renewed for 2005 with the exception of the Planning and Land Use Management agreement, which is proposed to end on June 30, 2005. Pursuant to the service agreements staff resources would be allocated to administer and enforce certain bylaws and provide the specified services for the District of Lantzville. The complete Service Agreements are available for viewing at the RDN Administration Office and will be available at the meeting.

- Planning and Land Use Management
- Animal Control Services
- Building Inspection
- Bylaw Enforcement
- House Numbering
- Noise Regulations
- Nuisance Control
- Unsightly Premises

ALTERNATIVES

1. To ratify the service agreements between the Regional District of Nanaimo and the District of Lantzville.
2. To recommend amendments to the agreements and direct staff to negotiate the amendments with the District of Lantzville.
3. To not enter into service agreements with the District of Lantzville.

FINANCIAL AND SERVICE IMPLICATIONS

Service agreements have been proposed that will authorize the RDN to continue to provide designated services and enforce specified bylaws within the incorporated boundaries of the District until the end of 2005, with the exception of Planning and Land Use Management, which for other than Mapping Services will terminate on June 30, 2005. As per the agreements, the RDN shall provide these services at a level equivalent to current service provision in the Electoral Areas.

Each agreement sets out terms and conditions as agreed to by the parties. With the exception of Planning and Land Use Management Services, the cost to the District of Lantzville for these services is equivalent to the proportionate tax requisition rate paid by residents of the participating electoral areas. The amounts are specified according to the 2005 RDN Budget. In addition, the RDN also retains any application, permit and other fees and charges related to the services. The fee for Planning and Land Use Management Services to the end of June 2005, which excludes any work on the review of the District of Lantzville Official Community Plan, is \$17,500. As with the other services the RDN also will retain any application, permit and other fees and charges related to the service. The District of Lantzville has requested that despite assuming Planning and Land Use Management Services, the District would like to continue receiving Mapping Services until the end of 2005. It is proposed that the charge for continuing this service to the end of 2005 be \$5,000 as set out in the revised Planning and Land Use Management Service Agreement.

VOTING

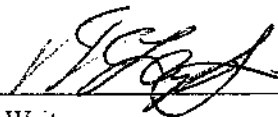
All Directors – weighted vote.

SUMMARY/CONCLUSIONS

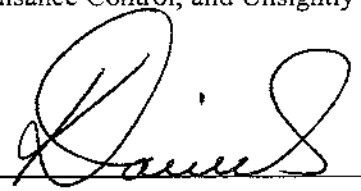
As permitted by the *Local Government Act*, the Regional District of Nanaimo is proposing to enter into service agreements with the District of Lantzville for eight (8) service areas. The agreements are proposed to terminate on December 31, 2005 with the exception of the Planning and Land Use Management Agreement, which will terminate on June 30, 2005, other than for Mapping Services. Staff recommends that the 8 proposed agreements providing for various Development Services to the District of Lantzville be approved.

RECOMMENDATION

That the 2005 Service Agreements between the Regional District of Nanaimo and the District of Lantzville for Planning and Land Use Management, Animal Control, Building Inspection, Bylaw Enforcement, House Numbering, Noise Regulations, Nuisance Control, and Unsightly Premises Services be approved.



Report Writer



CAO Concurrency

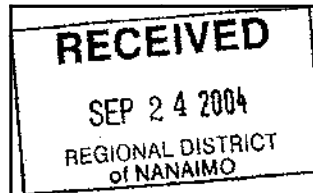
COMMENTS:

ATTACHMENT NO. 1 (1 of 3)

District of Lantzville

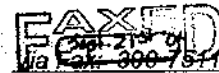
Phone: (250) 390-4006
Fax: (250) 390-5188

7192 Lantzville Road
P.O. Box 100
Lantzville, B.C. V0R 2H0



September 20, 2004

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



Attention: Robert Lapham, General Manager, Development Services

Dear Mr. Lapham

Re: Request for Agreement Renewals

Pursuant to 'Part 2 – Renewal' of the agreements identified below, please accept this correspondence as the District of Lantzville's formal request to renew the agreements between the Regional District of Nanaimo and the District of Lantzville for an additional one year term commencing January 1st, 2005 to December 31st, 2005, with the same terms and conditions as identified in the original agreements.

- Animal Control Services
- Bylaw Enforcement
- House Numbering
- Noise Regulation
- Nuisance Control; and
- Unsightly Premises

Should you require anything further at this time please do not hesitate to contact me.

Yours truly

A handwritten signature in cursive script that reads "T.L. Johnson".

**T.L. (Twyla) Johnson
Deputy Corporate Administrator
District of Lantzville**

File: 2240-20-01
G: Cor\04\rdn.agreementrenewals.tj

ATTACHMENT NO. 1 (2 of 3)

District of Lantzville

Phone: (250) 390-4006
Fax: (250) 390-5188

7192 Lantzville Road
P.O. Box 100
Lantzville, B.C. V0R 3H0

October 19, 2004

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

Via Fax: 390-7511

Attention: Robert Lapham, General Manager, Development Services

Dear Mr. Lapham

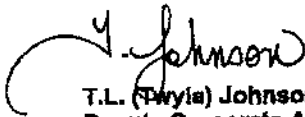
**Re: Building Inspection Services
Request to Renew Agreement**

Further to our correspondence of September 21st, 2004, requesting an extension in notification requirements as outlined in our current Building Inspection Services Agreement between the Regional District of Nanaimo and the District of Lantzville, please accept this correspondence as our formal request to, at the time of expiry of the existing agreement, which is December 31st, 2004, renew the Building Inspection Services Agreement between the RDN and the District of Lantzville for an additional one-year term effective January 1st, 2005. Further, we would also request that the terms and conditions identified in the existing agreement remain status quo.

In addition, through conversations between you and Mr. Ian Howat, CAO, we understand that the requisition fee for the provision of Building Inspection services for the year 2005 will be approximately fifty percent less than fees paid to the RDN for the year 2004.

We look forward to hearing from you in this regard and should you require any additional information or clarification at this time please do not hesitate to contact the undersigned.

Yours truly



**T.L. (Dwyla) Johnson
Deputy Corporate Administrator
District of Lantzville**

File: 2240-20-01
G: Com\04\rdn.buildingservices.renewal

ATTACHMENT NO. 1 (3 of 3)

District of Lantzville

Phone: (250) 390-4006
Fax: (250) 390-5188

7192 Lantzville Road
P.O. Box 100
Lantzville, B.C. V0R 2H0

October 19, 2004

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

Via Fax: 390-7511

Attention: Robert Lapham, General Manager, Development Services

Dear Mr. Lapham

**Re: Planning & Land Use Management Agreement
Request to Renew**

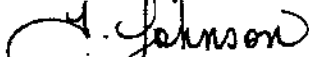
As per section 3 of the existing Planning and Land Use Management Agreement between the Regional District of Nanaimo and the District of Lantzville, please accept this correspondence as our formal request to, at the time of expiry of the existing agreement, renew said Agreement between the RDN and the District of Lantzville for an additional six month term effective January 1st, 2005. The six month extension is requested based on the District's intention to exercise our independence and establish our own planning service function for the community. However, as the District will be unable to establish this function by the end of the current year, we would request that the RDN continue to provide the District with this service until June 30th, 2005.

Should the RDN be willing to renew our existing agreement for a six month period, we trust that the terms and conditions of the renewal agreement will be prorated in order to reflect a fee based on this new term.

Further, although it is our intention to terminate the Planning and Land Use Agreement on June 30th, 2005, we would request that the Regional District of Nanaimo continue to provide the District of Lantzville with mapping services. Should the RDN be willing to provide the District with this service we would ask that you generate the necessary documentation as well as establishing an appropriate fee.

We look forward to hearing from you in this regard and should you require any additional information or clarification at this time please do not hesitate to contact the undersigned.

Yours truly



**T.L. (Twyla) Johnson
Deputy Corporate Administrator
District of Lantzville**

File: 2240-20-01
G: Cor/04/rdn.planning.renewa
C: Ian Howat, CAO



REGIONAL DISTRICT OF NANAIMO			
DEC - 6 2004			
CHAIR		GMCRS	
CAO		GMDS	
CCO		GMES	
		<i>Bed</i>	<input checked="" type="checkbox"/>

MEMORANDUM

TO: Tom Osborne
Manager of Recreation and Parks

DATE: November 25, 2004

FROM: Dan Porteous
Recreation Program Supervisor

FILE: 0230-20-GICRA

SUBJECT: Gabriola Recreation Society Agreement Renewal

PURPOSE:

To provide information and a recommendation regarding the renewal of an agreement with the Gabriola Recreation Society.

BACKGROUND:

In April 2002 the Regional District entered into an agreement with the Gabriola Recreation Society regarding the delivery of recreation services on Gabriola Island. The agreement has been reviewed and renewed on an annual basis every fall season; the terms of the agreement commencing and terminating between January 1st and December 31st of each year. A staff report and new agreement is presented to the Board for approval by year-end.

The Society plans and implements a variety of recreation programs and events, provides a grant program to assist local community organizations, and offers support to a number of community organizations and individuals providing alternative recreation services on the island. Staff changes have been the toughest challenge for the Society. A new Program Director was hired this past summer after the previous Program Director moved to the mainland. However, the volume and variety of programs and events is continuing to grow and a number of positive changes have evolved as each new Program Director has provided different perspectives and aspects to the community.

The 2005 Budget and Narrative have been submitted by the Society as per the terms of the Agreement. An audit of the Society's 2004 budget has been reviewed to the satisfaction of the RDN's Manager of Financial Services.

Based on the Society having proven its ability to manage the affairs of the Society based on the terms of the Agreement and the satisfactory service to date, the Recreation and Parks Department is seeking to renew the Agreement for a three year term.

ALTERNATIVES

1. Approve a three year Agreement with the Gabriola Recreation Society.
2. Continue to approve the Agreement on an annual basis.
3. Not approve an Agreement with the Gabriola Recreation Society and consider alternatives for the provision of recreation services on Gabriola Island.

FINANCIAL IMPLICATIONS

A total of \$60,000 has been allocated in the 2005 budget to be transferred to the Gabriola Recreation Society for the purpose of providing recreation services to Gabriola Island residents as outlined in the Agreement. The RDN five year financial plan also includes an annual allocation of \$60,000. The Society has indicated in the past that there may be a need for increased funding in the future, for example, increased wages for the Program Director, moving from a part time to full time status. If a three year term is approved then the Society would need to present an annual proposed budget including a request for increased funding, and if approved by the Board, an amendment to the Agreement would be established.

SUMMARY

The Agreement established with Gabriola Recreation Society to provide recreation services on Gabriola Island will expire on December 31, 2004. During the past three years the Society has continued to provide recreation services to the residents of Gabriola Island in accordance with the terms of the Agreement and the Society remains committed to further enhancing and maintaining a successful recreation service model on Gabriola Island. The five-year budget process approved by the Board includes annual funding of \$60,000 to be transferred to the Society if an Agreement is approved.

Based on the success of the Society to date, the Recreation and Parks Department is recommending that the Agreement be renewed for a three-year term.

RECOMMENDATION

That the Agreement with the Gabriola Recreation Society be renewed for a three-year term from January 1, 2005 until December 31, 2007.

J. Banks
for Report Writer

Monnelly
General Manager Concurrence

J. Banks
for Manager Concurrence

Rauel
CAO Concurrence

COMMENTS:



AGREEMENT

THIS AGREEMENT made the ____ day of December, 2004,

BETWEEN:

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

(herein called the "District")

OF THE FIRST PART

AND:

GABRIOLA RECREATION SOCIETY
PO Box 355
Gabriola, BC
V0R 1X0

(herein called the "Society")

OF THE SECOND PART

- A. WHEREAS the District did, by Bylaw No. 1023 and subsequent amendments, establish a local service known as the Gabriola Island Recreation Local Service Area, a portion of the Electoral Area 'B', and did within that Local Service Area authorize the District to undertake and carry out or cause to be carried out and provide for recreation services in and for the Local Service Area;
- B. AND WHEREAS Section 176(1)(a)(i) of the *Local Government Act* provides that the Board may make agreements for the operation of services;
- C. AND WHEREAS the Society was incorporated on the February 14, 2002 and the objects of the Society are to provide recreation services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, terms and conditions to be hereinafter contained (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

INTERPRETATION

In this Agreement the following terms have the following meanings:

“**Board**” means the Board of the Regional District of Nanaimo.

“**Local Service Area**” means the Gabriola Island Recreation Local Services Area established under the District’s Bylaw No. 1023.

“**Recreation Services**” means the services set out in Schedule ‘A’ to this Agreement.

“**Proposal**” means the document attached as Schedule ‘B’ to this Agreement.

“**Year End**” means the calendar year ending December 31st.

TERM

1. The term of this Agreement will commence on **January 1, 2005** and end on **December 31, 2007**, unless otherwise terminated under this Agreement (the “Term”). The Agreement may be renewed for further terms on an annual basis at the option of the Board.

LEASE

2. The District will provide the portable located at Rollo McClay Park as a storage unit suitable for storage purposes for the Society’s use during the Term of this Agreement. The following clauses will take effect from the time that the portable is occupied by the Society.
3. The District hereby demises and leases the portable located at Rollo McClay Park for the Term of this Agreement.
4. The Society shall pay rent for the term in the amount of one dollar (\$1.00), the receipt of which is hereby acknowledged by the District.
5. The Society shall use the portable only for the purpose of storage of equipment and supplies related to the Recreation Services under this Agreement.
6. The Society covenants with the District:
 - a) to pay rent as provided herein;
 - b) to observe and comply with all applicable laws, regulations, bylaws, orders and directions of those authorities having jurisdiction in relation to the portable;
 - c) to pay as they become due all charges for utilities, including gas, oil, telephone and electricity used for the portable;
 - d) to pay all accounts and expenses incurred in relation to its use and occupation of the storage unit, including without restricting the generality of the foregoing: accounts for the supply of labour, materials, or sub-trades that might give rise to liability upon the part of the District under the *Builders Lien Act* in relation to any construction upon or

- improvement to the portable and will indemnify and save harmless the District from and against any and all claims of lien arising in relation thereto;
- e) to keep and maintain the portable in a safe, clean and sanitary condition and in good repair and condition; and to repair any part upon written notice by the District;
 - f) not to carry on or do or allow to be carried on or done in the portable anything that:
 - i) may be or become a nuisance to the District or the public;
 - ii) increases the hazard of fire or liability of any kind;
 - iii) increases the premium rate of insurance against loss by fire or liability for the portable;
 - iv) invalidates any policy of insurance for the portable or;
 - v) directly or indirectly causes damage to the portable.
7. To allow the District's authorized officials and employees access to the portable at all reasonable times to view the state of repair of the portable and review the operations of the Society in relation to this Agreement.
8. On the expiration or earlier cancellation of this Agreement:
- a) to peaceably quit and deliver vacant possession of the portable and its improvements to the District in a safe and sanitary condition;
 - b) to remove any improvement the District may, in writing, direct or permit to be removed;
 - c) to neither remove nor permit removal of any building, structure or other improvements at the portable except as expressly permitted or required by this Agreement;
 - d) not to construct anything upon, or make or place improvements inside or outside of the portable without first obtaining written consent of the District, which consent shall not be unreasonably withheld and if said consent is obtained, to ensure that all construction, additions or renovations comply with the British Columbia Building Code.
9. The Society shall not sublet nor permit the occupation or use of the portable by any other association or agency without first obtaining the written approval and consent of the District, which consent shall not be unreasonably withheld.

RECREATION SERVICES

10. The parties to this Agreement acknowledge that the Society intends to provide Recreation Services described herein in accordance with the Society's Constitution and Bylaws, and in accordance with the proposal and budget attached hereto.

11. The parties to this Agreement agree that funding as described herein for the provision of the Recreation Services is subject to the Society's satisfactory achievement of its goals and objectives described in the proposal and the evaluation of its annual activities as described below.
12. The Society shall present to the District, an annual report on or before January 31st of each calendar year of the Term herein. Such annual report shall include:
 - a) summary of operating results showing revenues and expenditures to December 31st of the preceding year;
 - b) a summary by program showing registration statistics and number of sessions held;
 - c) a brief narrative summary reviewing the goals, objectives and the results achieved for the year; also including the challenges, program cancellations, and significant issues addressed.
13. The Society shall present to the District a detailed narrative work plan for the following years services, which will accompany the budget as per paragraphs 16 and 17, and will include:
 - a) goals and objectives for the following year with respect to the Recreation Services being provided;
 - b) a brief narrative highlighting any significant program changes, deletions, additions in relation to specific line items in the budget;
 - c) any other significant issues that may pertain to the Recreation Services being provided.

SERVICE AREA

14. The Society will, under the terms hereof and subject to any applicable bylaw of the District and any Federal or Provincial enactment, provide the Services in and for the Local Service Area.

COST

15. It is acknowledged, understood and agreed that the cost of providing for establishing and equipping the Society for the purpose of carrying out the Services within and for the Local Service Area shall be borne by the owners of land within the Local Service Area.

BUDGET

16. The Society will prepare, in a form approved by the Manager of Financial Services of the District, a budget, which reflects its anticipated income and expenses for its next fiscal year.
17. The budget must contain details as to the funds anticipated to be required by the Society for the annual operation of an Office, portable for storage purposes, and Recreation Services, both of a capital and operating nature for the purpose of operating, maintaining and improving the buildings, equipment and other facilities and chattels utilized by the Society for the purpose of providing and carrying out the Recreation Services.
18. The budget shall be presented to the District's Manager of Financial Services on or before the day specified by the Manager of Financial Services, as may be necessary to prepare the District's budget for the following calendar year. The District will review the budget and may either approve the budget or return the budget for amendment by the Society, which will return the budget as amended to the District for its approval on or before the day specified by the Manager of Financial Services for the purpose of completing the District's budget for the following calendar year.

19. The budget prepared by the Society shall list all revenues and expenditures proposed for the calendar year for the Recreation Services. Any accumulated surplus or deficit from the prior year as recorded in the Society's records, must be carried forward and be applied to the next year's budget in accordance with accounting rules established for Regional Districts in the Province of British Columbia.
20. A deficit incurred in a prior year may or may not be funded by the District and is subject to budget approval as described in Paragraphs 18 and 19.
21. The Society will not expend or contract for or otherwise commit the Society to any expenditure in any calendar year except one that has first been approved in a budget by the District as above provided and will not incur any liability in any year beyond the amount of the funds to be paid to the Society by the District, as provided in the budget adopted for that year by the Board.

OPERATION

22. The Society will provide the Recreation Services without negligence, and in accordance with any operational guidelines as may be established by the District in consultation with the Society.

CAPITAL ASSETS

23. The parties to this Agreement acknowledge that all the items, furniture, supplies and equipment, currently owned by the District and all other items, furniture, supplies and equipment purchased by the Society with public funds, listed in Schedule 'C' to this Agreement, will remain the property of the District free and clear of any claim by the Society. Schedule 'C' shall be updated for additions and replacements annually after the Year End and a certified copy shall be forwarded to the District's Manager of Financial Services. Subsequent amendments to Schedule 'C' shall automatically replace previous schedules and shall become a part of this Agreement.
24. During the term of this Agreement, the Society, subject to the terms of this Agreement, shall have possession at all times the portable and equipment listed in Schedule 'C' and all other items, furniture, supplies and equipment subsequently purchased out of funds obtained from the District, for the purpose of providing the Recreation Services within the Local Service Area.

MAINTENANCE

25. The Society will, to the satisfaction of the District, maintain the portable, all items, furniture, supplies and equipment, and any chattels paid for out of funds obtained through the District and provided by the District to the Society for the purpose of providing the Services in a good working condition so that the portable and equipment are available at all times for the purpose of providing the Recreation Services.
26. The Society agrees to return District owned equipment to the District upon request.

INSURANCE

27. The Society may, at its cost, take out and maintain insurance for the personal effects of the volunteers, Directors and Officers of the Society.

28. The Society hereby agrees to provide property insurance on a replacement cost basis for the portable and all equipment used to provide the Recreation Services whether or not purchased from funds provided by the District under this agreement.
29. The Society shall take out and maintain, during the Term of the Agreement, a policy of comprehensive general liability insurance, including without limitation non-owned automobile insurance and tenant fire and legal liability insurance and declaring the District as an additional named insured, against claims for personal injury, bodily injury, death or property damage arising out of the Recreation Services provided by the Society in an amount of not less than three million dollars per single occurrence or such amount as the District may require from time to time. The Society shall provide a copy of each year's renewed policy to the District's Manager of Financial Services.
30. In the event of any injury to person(s) on the premises and/or involved in the Recreation Services or loss of or damage to the portable, the Society shall forthwith notify the District of such event. Failure to notify the District within one week of knowledge of an injury or loss may result in the termination of this Agreement.
31. Should any additional agencies or associations use the portable then a requirement of their use shall be that they hold liability insurance in the form described herein of not less than two million (\$2,000,000) dollars per occurrence.

INDEMNITY

32. The Society shall indemnify and save harmless the District from and against all actions, courses of action, claims, damages, losses, costs, fees, fines, charges or expenses which the District may incur, be threatened by or be required to pay by reason of or arising out of the provision of the Recreation Services by the Society, the Society's use of and occupation of the portable or any facility where Recreation Services are provided, the breach by the Society of any term of this Agreement, or by the Society's contravention of any law, enactment or regulation of a federal, provincial or local government.
33. This indemnity shall survive the expiry or sooner termination of this Agreement.

COMPLIANCE WITH LAWS

34. The Society will comply with all enactments as defined in the Interpretation Act and all orders and requirements under an enactment including orders and requirements of the Workers' Compensation Board.
35. The Society shall file a copy of its annual Society Act filing with the District's Manager of Financial Services.

DIRECTORS

36. At all times, while this Agreement is in force, a representative of the District nominated by the District shall be entitled to attend all meetings of the Board of Directors of the Society.

PAYMENTS

37. The RDN shall pay the sum of **\$60,000** per annum for the period **January 1, 2005 to December 31, 2007**, payable by cheque in four equal installments, in the following manner:
 - a) First payment on or before January 10th;
 - b) Second payment on or before April 1st;
 - c) Third payment on or before July 1st;
 - d) Fourth payment on or before October 1st.
38. Payments in subsequent years will be comprised of the operating portion of funds identified in the budget.
39. The Society shall administer the funds in accordance with the budget approved by the District.
40. It is the Society's responsibility to determine whether or not it is required to be registered for GST purposes. The amount of funding provided in this Agreement includes any GST which may be payable by the District. Any liability for GST required in respect of this Agreement, will be the responsibility of the Society.

ACCOUNTS

41. The books of account of the Society shall be kept in such manner and provide such detail as may be required from time to time by the District's Manager of Financial Services and the Provincial Ministry of Community, Women and Aboriginal Services.

SEPARATE FUNDS AND FINANCIAL STATEMENTS

42. The public funds provided under PAYMENTS shall be accounted for separately from any other funds of the Society and shall be separated in its books of account.
43. The Society shall maintain a separate bank account for District funds and revenues from the Recreation Services and shall keep all operating revenues and expenditures pursuant to this Agreement separate from other activities that may be undertaken by the Society from time to time.
44. The Society will have prepared by an auditor as defined under Section 331 of the *Local Government Act*, at each Year End, audited financial statements containing particulars of assets and liabilities, and a statement of revenue and expenditures for the year for the public funds provided under PAYMENTS.
45. The Society will file a copy of the audited financial statements with the District's Manager of Financial Services by February 15th following each Year End. The District's auditors may rely on the Society's audit report, but in any case may require and shall have access to the working papers of the Society's auditor for examination during the Year End audit of the District.

RIGHT OF AUDIT

46. At any time, the District may give to the Society written notice that it desires its representatives to examine the books of account of the Society, and the Society shall produce for examination to such representative within ten days after receipt of such notice, its books of account, and the said

representative shall have a right of access to all records, documents, books, accounts and vouchers of the Society and shall be entitled to require from the Directors and Officers of the Society such information and explanations as, in his/her opinion, may be necessary to enable the staff to report to the Board on the financial position of the Society.

TERMINATION

47. The District may terminate this Agreement upon giving ninety (90) days written notice to the Society should the District or any successor to the District provide alternate Recreation Services within the Local Service Area.
48. The District may terminate this agreement immediately without notice to the Society or other party should:
 - a) the Society, in the opinion of the District, fail to perform any of the terms of its obligations or covenants of the Society hereunder and such failure shall continue beyond thirty (30) days from delivery by the District to the Society of written notice specifying the failure and requiring remedy thereof;
 - b) should the Society fail to file its annual report or provide an annual audited financial statement;
 - c) the Society makes an assignment in bankruptcy or is declared bankrupt;
 - d) the Society ceases, for any reason, to be current in its obligations under the *Society Act* and fails to maintain the Society in good standing.
49. The Society may terminate this Agreement upon giving not less than ninety (90) days written notice to the District of its intention to so terminate in the event of breach by the District of a material term of this Agreement.
50. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:
 - a) if delivered at the time of delivery; and
 - b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the RDN:

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

if to the Society:

Gabriola Recreation Society
c/o Andre Lemieux
1160 Cappon Lane
Gabriola, BC
V0R 1X0

51. Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.
52. Time is to be the essence of this Agreement.
53. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.
54. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
55. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
56. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
57. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

For the REGIONAL DISTRICT OF NANAIMO

Chief Administrative Officer

(Seal)

General Manager of Corporate Services

For the GABRIOLA RECREATION SOCIETY

Authorized Signatory

(Seal)

Authorized Signatory

Recreation Services

It is expected that the Gabriola Recreation Society will provide the following services:

1. Offer a wide variety of structured and unstructured recreation programs and/or special events, and other related recreation services deemed appropriate by the Board throughout the year in a variety of community venues in the Local Service Area, whether coordinated by volunteer or paid staff.
2. Provide a Grants program for the purpose of providing funds to assist local recreation organizations in providing a variety of recreation services to residents of Gabriola Island in addition to the services provided by the Society.
3. Maintain an accurate service evaluation program to include numbers of residents being served and a qualitative and quantitative evaluation of recreation programs and services being offered.
4. Schedule the Rollo McClay Park and assist the Regional District's Recreation and Parks Department in the maintenance of the Park.

SCHEDULE 'B'

gabriola recreation society

Proposal to the Nanaimo Regional District
from

Gabriola Recreation Society

February 2002-02-20

Society Information

The **Gabriola Recreation Society**, to be referred in the following text as GRS, was incorporated in Victoria on the 14th day of February 2002 under the registration number S-44262.

Included with this proposal are the articles of incorporation as well as the names and addresses of all initials directors and of the Law firm that prepared the incorporation papers for filing in Victoria. For the moment and until the GRS get a permanent address and/or until advised all communication, with the RDN, can be forwarded by telephone, mail or e-mail to:

C/O Andre Lemieux
1160 Cappon Lane
Gabriola, BC
V0R 1X0

Tel :250-247-9889, Fax : 250-247-9841
Andre.Lemieux@shaw.ca

The GRS plans to operate from an office located at Rollo-McClay Park on Gabriola Island. Until those premises are upgraded to office standard, the GRS has no official office.

Historical background

The GRS came into being for the sole purpose of planning, administering and providing recreational programs for Gabriola Island residents.

When it was decided that Gabriola residents were going to join the Nanaimo recreational grid, the amount of financial resources available for continuing the recreational programs and its administrative structure was clearly insufficient. Without raising taxes, another avenue of delivering those programs had to be found.

Before 1995, recreational programs were dispensed by a non-profit organization that had no tax requisition for revenue. Unpaid volunteer help, with no office or operational real estate, ran all the programs. It had many drawbacks compared to what the community has been used to since 1995.

The GRS was created to deliver the recreational services that the community has been accustomed to receive, within the constraint of the financial resources available and without an increase in the tax requisition.

Programs

The GRS, as explained earlier, is to carry on the dispensing of most of the programs that were available in the past as well as the creation of new ones that will be judged beneficial and wanted by the community. For that purpose, a method of finding out the community needs will be instituted using surveys, public meetings, professional consulting and other means.

The GRS plan to have all programs to operate on a break-even basis. That is, all direct disbursements have to be covered by program fees. We realize the possible shortfalls of some programs but past experiences showed us the possibility of also exceeding revenues in other popular programs that would make up for those shortfalls.

This proposal is being prepared using local experience of delivering that kind of programs in the last twenty-five years mixed with the expertise learned from an RDN programmer having been temporarily employed on Gabriola for about three years. Those programs have been ongoing using the umbrella of the Huxley Park Sports Association since the spring of 2001. The GRS is planning to carry on the work that has been done by those previous entities.

The programs that Huxley Park Sports Association took on from April 01 to present are:

- *Gymnastics for 2 – 12 yr olds*
- *Tennis lessons for 8 – adult*
- *Soccer for 3 – 15 yr olds*
- *Basketball for 16 +*
- *Swimming for tots to adult*
- *Sailing all ages*
- *Fencing 16 +*
- *Softball 5 +*
- *Self Defence 16+*
- *Assisted with summer day camp transportation needs*
- *Special needs services*
- *Assisted with arts program for children*

It is the intention of the GRS, as stated earlier, to carry on those programs and with the help of the future part time programmer, to start new ones.

Following are some that we plan to offer:

- *All of the above mentioned programs plus*
- *Aerobics for 16+*
- *Volleyball 16+*
- *Summer Day Camp for 5 – 12 yr olds*
- *Basketball sport camp*
- *Karate*
- *Babysitting Training for 11-16yr olds*
- *Coaching Clinics*
- *First Aid*
- *Dancing*
- *Leaders in Training*
- *Sing a long*
- *and many others*

Human resources

It is the intention of the GRS to work very closely with the people of Gabriola and for that purpose and as well as for the delivery of recreation, the GRS plan to hire, on a part time basis, a person that will be qualified and suitable to the community. This person will report to the GRS board through a board representative. The budget that is included in this proposal has put moneys aside for such a position. The rate use is \$20.00 per hour at four hours per day and five days per week and fifty weeks per year. Therefore the figure in the budget is for a twelve-month period. The GRS will provide recreation twelve months of the year.

The GRS office will be located at Rollo-McClay Park on Gabriola Island and will also be housing the programmer office and the storage of supplies and equipment.

Closing

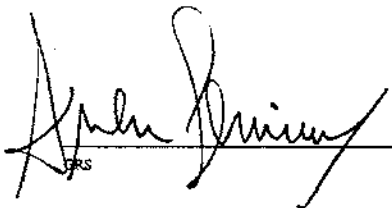
It has been a hard road for the residents of Gabriola to get back into a smooth delivery of their recreation needs. They are now allowed to participate in the full recreation grid of the district at a reasonable negotiated cost.

The lost of those recreation dollars, have put a strain on the delivery of recreation programs and the formation of the GRS has been their salvation in getting that service.

It is hoped that the RDN will understand the urgency of getting this proposal approved so that we can get on with the job of providing the spring and summer programs. Lots of time has been lost in getting this approval but the final goal is getting programs to those that are expecting them.

We have done everything possible that was requested of us and sincerely hope that the RDN staff and the Board will recognized this necessity.

GRS



GRS

gabriola recreation society

Proposal to the Nanaimo Regional District

from

Gabriola Recreation Society

February 2002-02-20

Proposed Budget

From April 1/2002 to December 31/2002

<u>Revenues</u>	<u>Budget</u>	<u>Expenses</u>	<u>Budget</u>
<i>RDN</i>	52,000.00		
<i>Programs</i>		<i>Programs</i>	
Tennis	350.00	Tennis	350.00
Soccer	2,000.00	Soccer	2,000.00
Gymnastics	3,000.00	Gymnastics	3,000.00
Karate	3,000.00	Karate	3,000.00
Fencing	400.00	Fencing	400.00
Volleyball	600.00	Volleyball	600.00
Basketball	1,200.00	Basketball	1,200.00
First Aid	200.00	First Aid	200.00
Dance	300.00	Dance	300.00
Youth leadership	300.00	Youth leadership	300.00
Adult Fitness	200.00	Adult Fitness	200.00
Swim lessons	3,600.00	Swim lessons	3,600.00
Swim leadership	450.00	Swim leadership	450.00
Sailing	1,000.00	Sailing	1,000.00
Other programs	4,000.00	Other programs	4,000.00
Programs Revenues	20,600.00	Programs Expenses	\$20,600.00
<i>Surplus from previous year</i>	0.00		
Total Income	72,600.00		

OVER...

Total Revenues \$72,600.00
Less: Total Outlay \$72,600.00
Over/Under Budget \$0.00

Administrative Expenses

Accounting	
Bookkeeping	1,200.00
Audit	2,000.00
Advertising	2,300.00
Assoc. Dues	370.00
Bank Charges	50.00
Courier cost	50.00
Drinking water	400.00
Electricity	1,200.00
Equipment lease	400.00
Financial Assistance	1,200.00
Grants in Aid	10,000.00
Insurance	1,000.00
Janitorial	1,200.00
Legal	500.00
Miscellaneous	930.00
Office supplies	750.00
Off. Equip. repairs	500.00
Postage	250.00
Safety supplies	100.00
Staff training	500.00
Telephone & fax	1,600.00
Travel	1,000.00
Wages	20,000.00
Wage benefits	4,500.00
Total Admin. Expen.	\$52,000.00
Total Expenses	\$72,600.00

Non Operating Costs

Total Non Operating Costs \$0.00

Total Outlay \$72,600.00

Gabriola Recreation Society

Budget for the year 2005

<u>REVENUE</u>	<u>Budget 2005</u>
RDN	60,000.00
Programs Revenue	59,000.00
Bank Interest	50.00
Funding Assistance HRDC funding	1,000.00
<i>Operating revenue</i>	<i>120,050.00</i>
Surplus from previous year	11,000.00
<i>TOTAL REVENUE</i>	<i>131,050.00</i>
<u>EXPENSE</u>	
<u>Payroll Expenses</u>	
Wages & Salaries	30,000.00
EI Expense	1,200.00
CPP Expense	1,500.00
WCB	600.00
Other benefits - medical	1,200.00
Total Payroll Expense	34,500.00
<u>General & Administrative Expenses</u>	
Accounting & Legal	4,200.00
Advertising & Promotions	2,500.00
Bank and Service Charges	50.00
Courier	50.00
Drinking Water	50.00
Dues and Subscriptions	200.00
Programs financial assistance	1,000.00
Grants-In-Aid	5,000.00

Huxley Park Maintenance Cost	1,000.00
GST Expense	500.00
Hall Rental	500.00
Insurance	4,200.00
Janitorial	200.00
Mileage - programmer	700.00
Miscellaneous	500.00
Office Equipment	500.00
Office Supplies	1,500.00
Postage	50.00
Programs Expenses	60,000.00
Program Equipment	2,000.00
Rent	2,400.00
Repair & Maintenance -office	500.00
Safety Supplies	250.00
Staff Training	2,500.00
Telephone	1,800.00
Travel	1,000.00
Utilities	600.00
General & Admin. Expenses	<u>93,750.00</u>
Total General & Admin. Expenses	93,750.00
TOTAL EXPENSES	<u>128,250.00</u>
	-
Surplus/deficit	8,200.00
Less Opening Softball Acct.	<hr/>
	-
Operating surplus/deficit	8,200.00
Surplus/-Shorfall - approx.	<u>2,800.00</u>

2005 Work Plan Narrative for the Gabriola Recreation Society

Submitted to the Regional District of Nanaimo, Parks & Recreation Dept. - November 16, 2004

Our mandate in 2005 remains unchanged - to provide high quality, affordable recreation programs to local residents of all ages. The G.R.S. will also continue to support and facilitate existing volunteer based programs by providing assistance with scheduling, publicity, registration and insurance.

With Gabriola's population steadily rising, there is growing demand for locally based recreational outlets. As reflected in our 2005 budget, we anticipate registrations will gradually increase next year. Higher program revenues will be offset by higher related expenses - insurance, equipment, staff time.

Two 2005 budget items of note concern HRDC revenue, and grants-in-aid expenses. Although we will apply for another HRDC summer grant, that funding is never guaranteed and thus is not included as revenue.

The difference between the grants-in-aid from 2004 to 2005 relates to the tennis courts at Huxley Park. In 2004, additional funds were allocated to that program to cover the cost of much needed re-surfacing of the courts. Huxley Park is a well used community facility that does require ongoing maintenance. For 2005, specific money has been set aside for that purpose.

There are more changes coming for the G.R.S. next year. Once again, we need to find new office space, preferably in the "town center" and as accessible as possible. This is a great challenge as central, affordable space is scarce. The portable at Rollo McClay is generally deemed not suitable for an office. Although there is no deadline for leaving the present location, we must vacate it sometime soon.

We still aim to computerize our program registration system in the near future. This would help alleviate our continuing problem with a lack of pre-registrations and reduce time consuming paperwork. More advanced and visible publicity will also contribute to better pre-registrations. Each session's program flyer will be inserted into local papers, and we will be installing our own bulletin board on the Gabriola ferry.

We plan to continue with programs that have been successful in the past, and develop new ones that people are truly interested in. We are working with the schools, other community groups and individuals to share resources, avoid duplication of programs and to determine recreational needs. Returning programs include:

- Messy Art
- Melody Makers
- Soccer
- Sailing
- Fencing
- Fitness
- Basketball
- Gymnastics
- Swimming
- Golf
- Softball
- Bellydancing
- Kayaking
- Tennis

The following are some new programs we plan to offer this year:

- Beekeeping
- Seniors Drama
- French/Spanish
- Tots Ballet
- Conflict Resolution
- Puppetry
- Learn to Draw (kids & adults)
- Tai Chi
- Beginners Badminton
- Intro. to Acrylics
- Bike Maintenance
- Teen Jazz

All programs continue to be designed on a break even basis with fees covering operating expenses. Some of our older and more successful programs, in particular sailing, are in need of new and costly equipment. The small sailboats we use, that belong to the R.D.N., are over 25 years old. We will be exploring grants and new funding options this year that might help us with equipment acquisition.



CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE AS HEREIN DESCRIBED HAVE BEEN ISSUED TO THE INSURED NAMED BELOW AND ARE IN FORCE AT THE DATE HEREOF:

<p>THIS CERTIFICATE IS ISSUED AT THE REQUEST OF: REGIONAL DISTRICT OF NANAIMO</p> <p>ABOVE ARE ADDED AS ADDITIONAL INSURED, BUT SOLELY WITH RESPECT TO THE LIABILITY WHICH ARISES OUT OF THE ACTIVITIES OF THE NAMED INSURED</p> <p>TO WHOM NOTICE WILL BE MAILED IF SUCH INSURANCE IS CANCELLED OR IS CHANGED IN SUCH A MANNER AS TO AFFECT THIS CERTIFICATE</p>	<p>NAME OF INSURED GABRIOLA RECREATION SOCIETY</p> <hr/> <p>LOCATION AND OPERATIONS TO WHICH THIS CERTIFICATE APPLIES BRITISH COLUMBIA *SPORT, RECREATION & LEISURE ACTIVITIES AS ON FILE* *subject to policy exclusions</p> <p>Term: MAY 10, 2004 - MAY 10, 2005</p>
---	---

KIND OF POLICY	POLICY NO.	INSURERS	LIMIT OF LIABILITY
GENERAL LIABILITY	AS2988	AVIVA INSURANCE COMPANY OF CANADA	\$3,000,000.00 inclusive limit *DEDUCTIBLE \$500.00

POLICY EXTENSIONS

- *CROSS LIABILITY CLAUSE INCLUDED
- *PARTICIPANT COVERAGE INCLUDED

THE INSURANCE AFFORDED IS SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE APPLICABLE POLICY.



March 25, 2004
ins7

ALL SPORT INSURANCE MARKETING LTD.

D.M. Morrison
AUTHORIZED REPRESENTATIVE

#417 - 1367 WEST BROADWAY, VANCOUVER, B.C. V6H 4A9
PHONE (604) 737-3018 FAX(604) 737-3076

SCHEDULE 'C'

EQUIPMENT INVENTORY – Updated by Dan Porteous (RDN) with Virginia Ebbels (GRS), Nov 2004.

List of items owned by the Regional District of Nanaimo, to be used by the Gabriola Recreation Society for the term of the agreement.

OFFICE

1 computer
1 printer
1 microwave
1 small shredder
1 TV
1 VCR
1 desk
4 filing cabinets
1 long wooden cabinet
7 black chairs
1 black office chair
1 folding white table
1 wooden table
4 folding tables
1 black flip chart easel
1 large white board
1 small corkboard
1 vacuum
1 dustpan & broom
1 aluminum ladder
1 phone
2 gray shelving units

PROGRAMS

2 ghetto blasters

FENCING

6 masks
8 foils
8 jackets
1 Epee

SOCCER

2 hand pumps
2 soccer goal nets
4 soccer corner markers
12 9" safety cones
24 saucer markers
1 Genie "50" field liner

GYMNASTICS

1 small incline mat
1 big incline mat
1 junior jumper
1 blue panel mat
1 step
1 cartwheel mat
1 donut
1 junior trapezoid
1 large trapezoid
1 rollout floor beam
1 large trampoline

AEROBICS

5 pairs, 2 lb. weights
4 pairs, 3 lb. weights
4 pairs, 5 lb. weights
4 pairs, 8 lb. weights
2 boxes fitness bands
9 old blue mats
10 new blue mats

SAILING

5 sailboats
1 utility boat trailer

SWIMMING

10 kickboards
1 spine board
12 youth lifejackets
"Jobe Protour"

MISCELLANEOUS

3 gray totes, red lids
2 green totes
1 blue tote
1 fuzball table

NOTE: See below for Schedule 'C' amendments. Virginia will follow up on checking for some missing items that are being used for programs. Some of the equipment is getting old and may be missing due to wear and breakage. This type of program equipment will be replaced as necessary with respect to programming needs.

AMENDMENTS TO SCHEDULE 'C'

**GABRIOLA RECREATION SOCIETY EQUIPMENT INVENTORY –
Nov. 22, 2004**

OFFICE

1 wooden table - missing

PROGRAMS

1 ghetto blaster – missing

SOCCER

2 hand pumps -- missing

4 soccer corner markers – 3 only, including 1 broken

12 9" safety cones – 9 only

24 saucer markers – o.k., mixed in with G.S.A. markers

GYMNASTICS

1 rollout floor beam -- missing

AEROBICS

4 sets of 3 lb., 5 lb., 8 lb. weights – missing

2 boxes fitness bands – missing

SWIMMING

10 kickboards – 7 only, 3 missing

12 youth lifejackets – 11 only; 1 missing, 3 very used

MISCELLANEOUS

1 blue tote – missing

PLEASE NOTE:

Missing ghetto blaster, aerobics equipment likely with former instructor; requires confirmation.

Soccer hand pumps and possibly safety cones may be with one of the G.S.A. soccer coaches; requires confirmation. The 24 soccer markers are currently mixed in with G.S.A. markers.



REGIONAL DISTRICT OF NANAIMO		
DEC - 8 2004		
CHAIR		GMCS
		GMCS
CAO		GMDS
		GMES
Board ✓		

MEMORANDUM

TO: C. Mason
General Manager, Corporate Services

DATE: November 23, 2004

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Regional District Undertaking Financing on Behalf of City of Parksville

PURPOSE

To introduce the following security issuing bylaws for first three readings:

- Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1406
- Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1407
- Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1408
- Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1409

BACKGROUND

The City of Parksville forwarded to the Regional District four borrowing bylaws related to its Civic Center in 2002. Pursuant to Section 824 of the Local Government Act a Regional District as the borrowing agent, must adopt a security issuing bylaw in relation to a municipal request.

At the time of receiving the original borrowing bylaws from the City, Regional District staff were advised that only one bylaw needed to be acted upon for financing purposes. The security issuing bylaws attached to this report complete the financing requests for the civic center.

ALTERNATIVES

1. Approve the bylaws. This is the standard process set out in the Local Government Act.
2. Do not approve the bylaws. The only reason for not proceeding would be if the Board had a concern that default was likely, in which case all members of the Regional District would become liable for the outstanding debt. There are no reasons of which staff are aware that would concern the Board with respect to the City defaulting and therefore this action is not recommended.

FINANCIAL IMPLICATIONS


The City is entirely responsible for the debt financing and must raise sufficient monies to cover the annual debt payments. Should the City default on its debt the Regional District and all of its members are jointly and severally liable for the debt payments. This is the standard practice for municipal borrowing in the Province.

SUMMARY/CONCLUSIONS

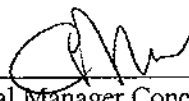
Four bylaws are presented with this report which will complete the borrowing requirements in connection with the City of Parksville's Civic Center. The bylaws have been prepared in accordance with the *Local Government Act*.

RECOMMENDATION

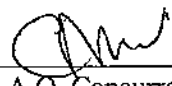
1. That "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1406, 2005" receive first three readings and be forwarded to Ministry of Community, Aboriginal and Women's Services for approval .
2. That "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1407, 2005" receive first three readings and be forwarded to the Ministry of Community, Aboriginal and Women's Services for approval.
3. That "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1408, 2005" receive first three readings and be forwarded to the Ministry of Community, Aboriginal and Women's Services for approval.
4. That "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1409, 2005" receive first three readings and be forwarded to the Ministry of Community, Aboriginal and Women's Services for approval.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1406

A BYLAW TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT RESPECTING FINANCING BETWEEN THE REGIONAL DISTRICT OF NANAIMO (THE "REGIONAL DISTRICT") AND THE MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA (THE "AUTHORITY") ON BEHALF OF THE CITY OF PARKSVILLE

WHEREAS the Authority may provide financing of capital requirements for regional districts and for their member municipalities by the issue of debentures, or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS the City of Parksville is a municipality within the Regional District;

AND WHEREAS the Regional District may finance from time to time on behalf of and at the sole cost of a municipality, pursuant to the provisions of Section 824 of the *Local Government Act*, the work to be financed pursuant to the following security issuing bylaws:

Municipality	Purpose	S.I. Bylaw	Term of Issue	Amount
City of Parksville	Civic Center	1361	20 years	\$ 250,000.00
TOTAL				<u>\$ 250,000.00</u>

AND WHEREAS the Regional Board, by this bylaw, hereby requests that such financing shall be undertaken through the Authority;

NOW THEREFORE, the Regional Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

1. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Regional District of Nanaimo and its municipalities hereinbefore referred to, in Canadian Dollars or in such other currency or currencies as the Authority shall determine so that the amount realized does not exceed Two Hundred and Fifty Thousand (\$250,000.00) in Canadian Dollars and/or the equivalent thereto and at such interest and with such discounts or premiums and expenses as the Authority may deem consistent with the suitability of the money market for sale of securities of the Authority.

2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chairperson and the Manager, Financial Services of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements which said agreement or agreements shall be substantially in the form annexed hereto as Schedule 'A' and made part of the bylaw (such agreement or agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian Dollars or as the Authority shall determine and subject to the *Local Government Act*, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligations incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chairperson and the Manager, Financial Services.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. During the currency of the obligation incurred under the said Agreement to secure borrowings in respect of the City of Parksville Bylaw No. 1361, there shall be requisitioned annually an amount sufficient to meet the annual payment of interest and the repayment of principal.
8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.
9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the *Municipal Finance Authority Act*, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to said Section 15 of the *Municipal Finance Authority of British Columbia Act*, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

10. This bylaw may be cited as "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1406, 2005".

Introduced and read three times this 25th day of January, 2005.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2005.

Adopted this ____ day of _____, 2005.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

Chairperson

General Manager, Corporate Services

CANADA
PROVINCE OF BRITISH COLUMBIA
AGREEMENT
REGIONAL DISTRICT OF NANAIMO

The Regional District of Nanaimo (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia, the sum of Two Hundred and Fifty Thousand (\$250,000.00) in lawful money of Canada, together with interest thereon from the _____, at varying rates of interest, calculated semi-annually in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the table appearing on the reverse hereof commencing on the _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

Dated at Nanaimo, British Columbia, this _____ of _____, 2005.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 1406 cited as "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1406, 2005", this Agreement is sealed with the Corporate Seal of the Regional District and signed by the Chairperson and the Manager, Financial Services thereof.

Chairperson

Manager, Financial Services

Pursuant to the *Local Government Act*, I certify that the within Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any court of the Province of British Columbia.

Dated this _____ day of _____, _____.

Inspector of Municipalities of British Columbia

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1407

A BYLAW TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT RESPECTING FINANCING BETWEEN THE REGIONAL DISTRICT OF NANAIMO (THE "REGIONAL DISTRICT") AND THE MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA (THE "AUTHORITY") ON BEHALF OF THE CITY OF PARKSVILLE

WHEREAS the Authority may provide financing of capital requirements for regional districts and for their member municipalities by the issue of debentures, or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS the City of Parksville is a municipality within the Regional District;

AND WHEREAS the Regional District may finance from time to time on behalf of and at the sole cost of a municipality, pursuant to the provisions of Section 824 of the *Local Government Act*, the work to be financed pursuant to the following security issuing bylaws:

Municipality	Purpose	S.I. Bylaw	Term of Issue	Amount
City of Parksville	Civic Center	1362	20 years	\$ 500,000.00
TOTAL				<u>\$ 500,000.00</u>

AND WHEREAS the Regional Board, by this bylaw, hereby requests that such financing shall be undertaken through the Authority;

NOW THEREFORE, the Regional Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

1. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Regional District of Nanaimo and its municipalities hereinbefore referred to, in Canadian Dollars or in such other currency or currencies as the Authority shall determine so that the amount realized does not exceed Five Hundred Thousand (\$500,000.00) in Canadian Dollars and/or the equivalent thereto and at such interest and with such discounts or premiums and expenses as the Authority may deem consistent with the suitability of the money market for sale of securities of the Authority.

2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chairperson and the Manager, Financial Services of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements which said agreement or agreements shall be substantially in the form annexed hereto as Schedule 'A' and made part of the bylaw (such agreement or agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian Dollars or as the Authority shall determine and subject to the *Local Government Act*, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligations incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chairperson and the Manager, Financial Services.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. During the currency of the obligation incurred under the said Agreement to secure borrowings in respect of the City of Parksville Bylaw No. 1362, there shall be requisitioned annually an amount sufficient to meet the annual payment of interest and the repayment of principal.
8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.
9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the *Municipal Finance Authority Act*, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to said Section 15 of the *Municipal Finance Authority of British Columbia Act*, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

10. This bylaw may be cited as “Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1407, 2005”.

Introduced and read three times this 25th day of January, 2005.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2005.

Adopted this ____ day of _____, 2005.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

Chairperson

General Manager, Corporate Services

C A N A D A
PROVINCE OF BRITISH COLUMBIA
AGREEMENT
REGIONAL DISTRICT OF NANAIMO

The Regional District of Nanaimo (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia, the sum of Five Hundred Thousand (\$500,000.00) in lawful money of Canada, together with interest thereon from the _____, at varying rates of interest, calculated semi-annually in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the table appearing on the reverse hereof commencing on the _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

Dated at Nanaimo, British Columbia, this _____ of _____, 2005.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 1407 cited as "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1407, 2005", this Agreement is sealed with the Corporate Seal of the Regional District and signed by the Chairperson and the Manager, Financial Services thereof.

Chairperson

Manager, Financial Services

Pursuant to the *Local Government Act*, I certify that the within Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any court of the Province of British Columbia.

Dated this _____ day of _____, _____.

Inspector of Municipalities of British Columbia

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1408

A BYLAW TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT RESPECTING FINANCING BETWEEN THE REGIONAL DISTRICT OF NANAIMO (THE "REGIONAL DISTRICT") AND THE MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA (THE "AUTHORITY") ON BEHALF OF THE CITY OF PARKSVILLE

WHEREAS the Authority may provide financing of capital requirements for regional districts and for their member municipalities by the issue of debentures, or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS the City of Parksville is a municipality within the Regional District;

AND WHEREAS the Regional District may finance from time to time on behalf of and at the sole cost of a municipality, pursuant to the provisions of Section 824 of the *Local Government Act*, the work to be financed pursuant to the following security issuing bylaws:

Municipality	Purpose	S.I. Bylaw	Term of Issue	Amount
City of Parksville	Civic Center	1363	20 years	\$ 500,000.00
TOTAL				<u>\$ 500,000.00</u>

AND WHEREAS the Regional Board, by this bylaw, hereby requests that such financing shall be undertaken through the Authority;

NOW THEREFORE, the Regional Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

1. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Regional District of Nanaimo and its municipalities hereinbefore referred to, in Canadian Dollars or in such other currency or currencies as the Authority shall determine so that the amount realized does not exceed Five Hundred Thousand (\$500,000.00) in Canadian Dollars and/or the equivalent thereto and at such interest and with such discounts or premiums and expenses as the Authority may deem consistent with the suitability of the money market for sale of securities of the Authority.

2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chairperson and the Manager, Financial Services of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements which said agreement or agreements shall be substantially in the form annexed hereto as Schedule 'A' and made part of the bylaw (such agreement or agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian Dollars or as the Authority shall determine and subject to the *Local Government Act*, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligations incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chairperson and the Manager, Financial Services.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. During the currency of the obligation incurred under the said Agreement to secure borrowings in respect of the City of Parksville Bylaw No. 1363, there shall be requisitioned annually an amount sufficient to meet the annual payment of interest and the repayment of principal.
8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.
9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the *Municipal Finance Authority Act*, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to said Section 15 of the *Municipal Finance Authority of British Columbia Act*, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

10. This bylaw may be cited as “Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1408, 2005”.

Introduced and read three times this 25th day of January, 2005.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2005.

Adopted this ____ day of _____, 2005.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

Chairperson

General Manager, Corporate Services

C A N A D A
PROVINCE OF BRITISH COLUMBIA
AGREEMENT
REGIONAL DISTRICT OF NANAIMO

The Regional District of Nanaimo (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia, the sum of Five Hundred Thousand (\$500,000.00) in lawful money of Canada, together with interest thereon from the _____, at varying rates of interest, calculated semi-annually in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the table appearing on the reverse hereof commencing on the _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

Dated at Nanaimo, British Columbia, this _____ of _____, 2005.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 1408 cited as "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1408, 2005", this Agreement is sealed with the Corporate Seal of the Regional District and signed by the Chairperson and the Manager, Financial Services thereof.

Chairperson

Manager, Financial Services

Pursuant to the *Local Government Act*, I certify that the within Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any court of the Province of British Columbia.

Dated this _____ day of _____, _____.

Inspector of Municipalities of British Columbia

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1409

A BYLAW TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT RESPECTING FINANCING BETWEEN THE REGIONAL DISTRICT OF NANAIMO (THE "REGIONAL DISTRICT") AND THE MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA (THE "AUTHORITY") ON BEHALF OF THE CITY OF PARKSVILLE

WHEREAS the Authority may provide financing of capital requirements for regional districts and for their member municipalities by the issue of debentures, or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS the City of Parksville is a municipality within the Regional District;

AND WHEREAS the Regional District may finance from time to time on behalf of and at the sole cost of a municipality, pursuant to the provisions of Section 824 of the *Local Government Act*, the work to be financed pursuant to the following security issuing bylaws:

Municipality	Purpose	S.I. Bylaw	Term of Issue	Amount
City of Parksville	Civic Center	1364	20 years	\$ 1,000,000.00
TOTAL				<u>\$ 1,000,000.00</u>

AND WHEREAS the Regional Board, by this bylaw, hereby requests that such financing shall be undertaken through the Authority;

NOW THEREFORE, the Regional Board of the Regional District of Nanaimo, in open meeting assembled, enacts as follows:

1. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Regional District of Nanaimo and its municipalities hereinbefore referred to, in Canadian Dollars or in such other currency or currencies as the Authority shall determine so that the amount realized does not exceed One Million (\$1,000,000.00) in Canadian Dollars and/or the equivalent thereto and at such interest and with such discounts or premiums and expenses as the Authority may deem consistent with the suitability of the money market for sale of securities of the Authority.

2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chairperson and the Manager, Financial Services of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements which said agreement or agreements shall be substantially in the form annexed hereto as Schedule 'A' and made part of the bylaw (such agreement or agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian Dollars or as the Authority shall determine and subject to the *Local Government Act*, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligations incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chairperson and the Manager, Financial Services.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. During the currency of the obligation incurred under the said Agreement to secure borrowings in respect of the City of Parksville Bylaw No. 1364, there shall be requisitioned annually an amount sufficient to meet the annual payment of interest and the repayment of principal.
8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.
9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the *Municipal Finance Authority Act*, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to said Section 15 of the *Municipal Finance Authority of British Columbia Act*, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.

10. This bylaw may be cited as "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1409, 2005".

Introduced and read three times this 25th day of January, 2005.

Received the approval of the Inspector of Municipalities this _____ day of _____, 2005.

Adopted this _____ day of _____, 2005.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES

Chairperson

General Manager, Corporate Services

C A N A D A

PROVINCE OF BRITISH COLUMBIA

AGREEMENT

REGIONAL DISTRICT OF NANAIMO

The Regional District of Nanaimo (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia, the sum of One Million (\$1,000,000.00) in lawful money of Canada, together with interest thereon from the _____, at varying rates of interest, calculated semi-annually in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the table appearing on the reverse hereof commencing on the _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

Dated at Nanaimo, British Columbia, this _____ of _____, 2005.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. 1409 cited as "Regional District of Nanaimo Security Issuing (City of Parksville) Bylaw No. 1409, 2005", this Agreement is sealed with the Corporate Seal of the Regional District and signed by the Chairperson and the Manager, Financial Services thereof.

Chairperson

Manager, Financial Services

Pursuant to the *Local Government Act*, I certify that the within Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any court of the Province of British Columbia.

Dated this _____ day of _____, _____.

Inspector of Municipalities of British Columbia



REGIONAL DISTRICT OF NANAIMO		
DEC - 6 2004		
CHAIR	GMCrS	
CAO	GMDS	
COO/CMs	GMES	

MEMORANDUM

TO: Jason Llewellyn
Manager, Community Planning

Bed		
DATE: December 3, 2004		
FILE: 4320-20 - Arro		

DATE: December 3, 2004

FROM: Blaine Russell
Planner

FILE: 4320-20 - Arro

SUBJECT: **Liquor-Primary Licence Amendment - Arrowsmith Golf and Country Club Electoral Area 'H' - 2250 Fowler Road**

PURPOSE

To consider an application made to the Liquor Control and Licensing Branch (LCLB) for an amendment to an existing liquor-primary licence.

BACKGROUND

This is a request for a local government resolution to provide input to the LCLB regarding the proposed amendment to the liquor-primary licence of Arrowsmith Golf and County Club located at 2250 Fowler Road in the Dashwood area of Electoral Area 'H' on the subject property legally described as Lot 25, District Lot 81, Newcastle District, Plan 1967 (see Attachment No. 1 for location).

The applicant is requesting that the LCLB amend their existing liquor-primary licence to allow for an increase in the seating capacity of the Golf Club lounge from 72 persons in total, of which a maximum 18 persons may be seated on the patio to 162 persons in total, comprised of 124 seats inside and 38 seats on the patio, resulting in an increase in seating capacity of 90 persons.

The food-primary licence, for the 103 persons restaurant (43 inside and 60 patio), in not being amended at this time.

The current zoning is Recreation 1 (RC1) pursuant to the "Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987". Outdoor Recreation is a permitted use that allows for a golf course. Golf course use may include clubhouse facilities such as restaurant and lounge.

The subject property is designated within the Resort Commercial and Recreational Lands Development Permit Area (DPA) pursuant to the "Regional District of Nanaimo Electoral Area 'H' Official Community Plan Bylaw No. 1335, 2003". This DPA was established to ensure that the form and character of development is compatible with community standards and surrounding land uses. A development permit is required prior to land alteration or construction. However, it should be noted that the subject property is not located within a Building Inspection Service Area and therefore no building permit will be required.

The subject property is designated Agricultural Land Reserve pursuant to *Agricultural Land Commission Act*.

ALTERNATIVES

1. To approve the attached resolution in support of the application.
2. To amend, and then approve, the resolution in support of the application.
3. To not provide any resolution and have the Liquor Control and Licensing Branch undertake their own public input and consider the application without Board input.

LICENCE REQUIREMENTS IMPLICATIONS

Prior to LCLB consideration, pursuant to the *Liquor Control and Licensing Act*, the applicant is required to obtain a resolution from the local government providing input on the proposed liquor licence amendment. The LCLB requires that the Board consider a number of issues including the potential for noise, the impact on the community, and the views of surrounding property owners, as detailed in the following Development Implications section of this report.

The applicant is not proposing to amend the current hours of operation as granted in both the Liquor-Primary and Food Primary licence. The licenced hours are to remain 10:00 am to midnight Monday through Saturday and 11:00 am to midnight on Sunday.

The Board resolution is required to take the form of the resolution attached as Schedule No. 1. Staff has prepared the content of the resolution for the Board's consideration. This resolution may be amended, as deemed necessary, to be satisfactory to the Board.

DEVELOPMENT IMPLICATIONS

The applicant ultimately wishes to undertake a building expansion to create a larger, more functional dining and lounge area. Prior to any construction or land alteration to facilitate this expansion the applicant will require a Development Permit. However, the applicant must first obtain an amendment to their existing liquor licence, as the LCLB will not allow any increase in building size without an increase in licensed capacity to match the new occupancy of the proposed building. The LCLB require the local authority, in this case the Fire Chief for the Dashwood Volunteer Fire Department, to determine the occupancy of the addition.

The applicant is requesting that their liquor-primary licence be amended to allow for a seating capacity of 162 persons in total, comprised of 124 seats inside and 38 seats on the patio, resulting in an increase in seating capacity of 90 persons. The proposed increase in capacity will allow the facility to accommodate greater numbers of persons at special events such as tournament banquets. Other than during special occasions the capacity increase proposed is not expected to result in increased use of the establishment. The establishment is located on a large parcel and is part of the Arrowsmith Golf Course and is surrounded by rural residential development.

The potential that noise associated with the increased seating capacity will impact the surrounding community is minimal given the relatively isolated location of the establishment. The existing restaurant and liquor primary establishment has been licensed since 1996. Staff is not aware of any negative community impacts or complaints regarding the existing facility, and this amendment is not expected to result in any new negative impact on the community.

The increased capacity is not expected to result in a significant increase in traffic flow to the site. The access to the site is by paved road and is adequate for the intended use. However, as part of any subsequent development permit, and prior to construction, the applicant will be required to update their highways access permits with the Ministry of Transportation.

The subject property is large and can easily accommodate the proposed addition. The site currently contains 115 parking spaces for patrons and 10 staff parking spaces. Prior to any building on site a Development Permit is required. As part of the Development Permit approval process parking requirements shall be reviewed and addressed to the required standard.

PUBLIC CONSULTATION IMPLICATIONS

The LCLB requires that the Board's resolution be based on public input. Therefore, the following notice has been provided informing the public of the Board's intent to consider a resolution regarding a proposed amendment to the existing liquor licence. The public was invited to attend the Board meeting and provide comments on the proposal.

- A notice was posted on the property advertising that the property is the subject of a development application to the RDN.
- The RDN delivered written notice to owners and tenants in occupation of land within a distance of 200 metres from the property.
- The RDN placed an advertisement in the December 3rd, 2004 edition of "The News".

Prior to considering the resolution attached as Schedule 1, the Board is asked to solicit input from the gallery on this application.

VOTING

All Directors – one vote.

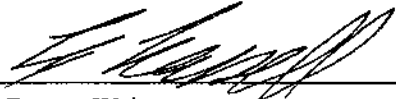
SUMMARY

The Arrowsmith Golf and Country Club has requested support for an application to amend its current Liquor-Primary Licence to increase the seating capacity from 72 persons in total, of which a maximum 18 persons may be seated on the patio to 162 persons in total, comprised of 124 seats inside and 38 seats on the patio.

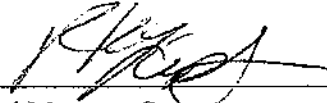
Staff does not foresee that the amendment will have any effect on the surrounding neighbourhood. Notice of the Board's intent to consider the application has been provided to the public according to policy. The Public is invited to attend the Board meeting and provide input. Therefore, staff recommends the Board consider any input resulting from public notification and pass the resolution set out in Schedule No. 1 of the staff report.

RECOMMENDATIONS

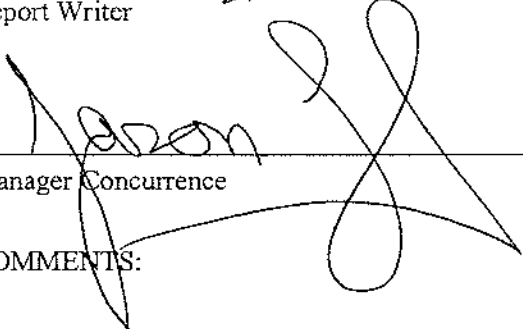
1. That the Board consider any written submissions or comments from the public.
2. That the Board pass the resolution attached to this report as Schedule 1.



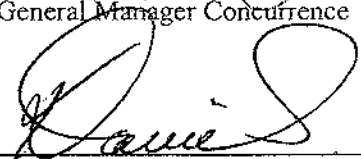
Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

COMMENTS:

SCHEDULE NO. 1

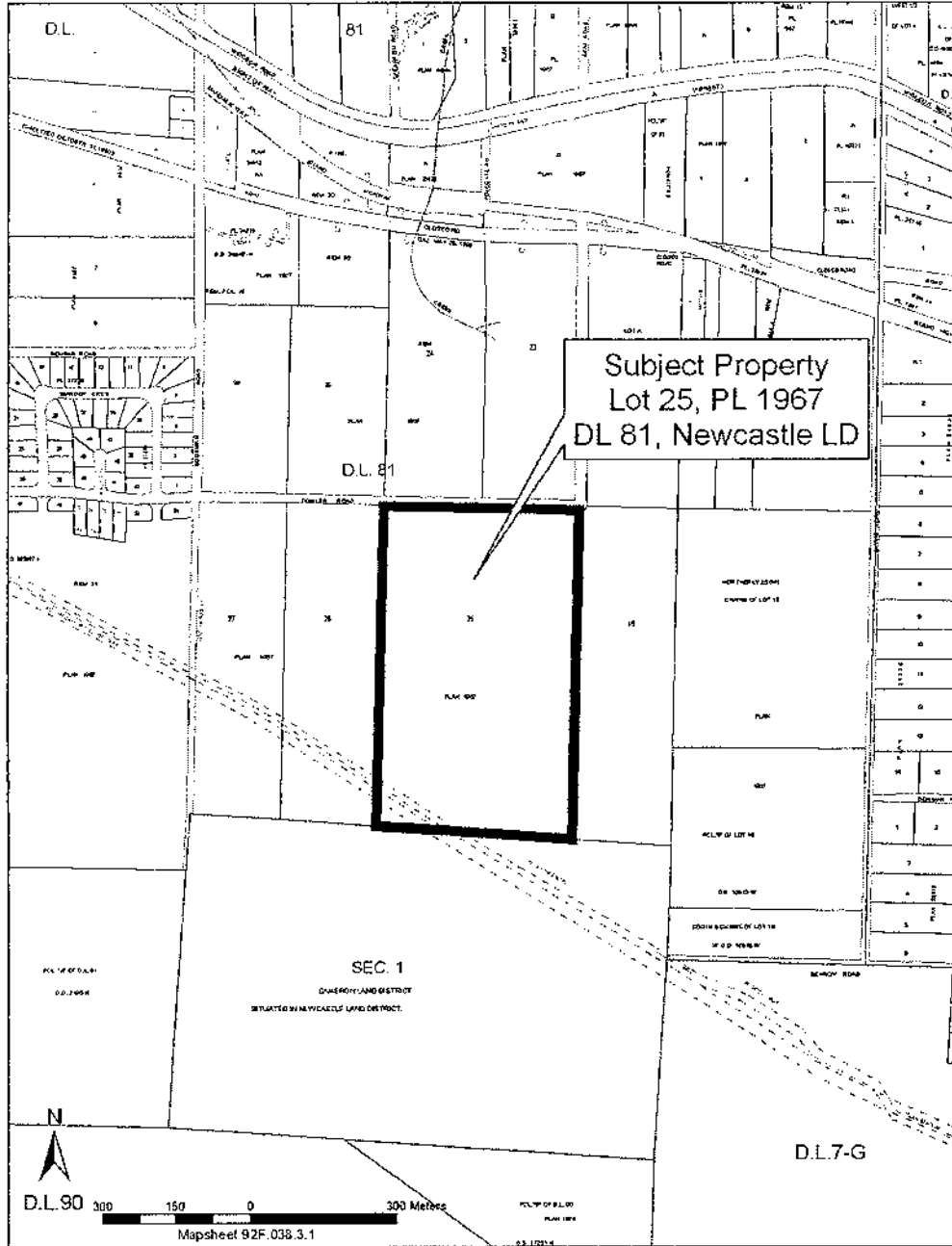
Resolution for Arrowsmith Golf and Country Club Liquor Licence Amendment

Be it resolved that:

1. The Board of the Regional District of Nanaimo recommends the amendment of the liquor licence to adjust the total seating capacity from 72 persons in total (of which a maximum 18 persons may be seated on the patio) to 162 persons in total (comprised of 124 seats inside and 38 seats on the patio).
2. The Board's comments on the prescribed considerations are as follows:
 - (a) The potential for noise if the application is approved is minimal as the location of the establishment is on a golf course, which is surrounded by rural lands. The nature of the establishment is also not seen as having the potential for the generation of noise.
 - (b) The impact on the community if the application is approved is considered to be minimal as the use of the property has been in place for many years, and approval of the application is not expected to have a notable impact on the character of the operation.
 - (c) The views of the residents were solicited and no notable objections to the application were received. A notice of the Board's intent to receive public input and consider a resolution regarding a proposed amendment to the existing liquor licence was delivered to owners and tenants in occupation of land within a distance of 200 metres from the property. The RDN also provided a similar notice in the local newspaper. All interested residents were invited to attend the Board meeting and provide comments on the proposal. Prior to considering the resolution attached as Schedule No. 1 the Board asked for comments from the gallery on this application. A notice was also posted on the property advertising that the property is the subject of a development application and directing inquiries to the Development Services Department.

ATTACHMENT NO. 1

Location of Subject Property





REGIONAL DISTRICT OF NANAIMO			
DEC - 6 2004			
CHAIR		GMCRS	
CAO		GMDS	
GMCS		GMES	
		DATE	
FILE:			

MEMORANDUM

TO: C. Mason
General Manager, Corporate Services

November 23, 2004

FROM: N. Avery
Manager, Financial Services

SUBJECT: Bow Horn Bay Fire Department – Expenditure of Reserve Funds

PURPOSE:

To introduce for three readings and adoption “ Bow Horn Bay Fire Protection Service Vehicle Reserve Fund Expenditure Bylaw No. 1410, 2004”.

BACKGROUND:

Expenditures from reserve funds must be authorized by bylaw. The Bow Horn Bay Fire Protection Service recently authorized the purchase of a cube van to serve as a support vehicle at a cost of \$43,130. The purchase was intended to be financed from the vehicle reserve fund and this expenditure bylaw is introduced to authorize the use of the funds.

ALTERNATIVES:

1. Approve the bylaw as presented.
2. Use an alternate source of funds.

FINANCIAL IMPLICATIONS:

The department has no alternative source of funds for this expenditure.

SUMMARY/CONCLUSIONS:

The Bow Horn Bay fire Department recently authorized the purchase of a fire fighting support vehicle at a cost of \$43,130. The purchase was planned as an expenditure from the vehicle reserve fund and the bylaw attached to this report authorizes the expenditure in accordance with the *Local Government Act*.

RECOMMENDATION:

1. That “Bow Horn Bay Fire Protection Service Vehicle Reserve Fund Expenditure Bylaw No. 1410, 2004” be introduced for first three readings.
2. That “Bow Horn Bay Fire Protection Service Vehicle Reserve Fund Expenditure Bylaw No. 1410, 2004” having received three readings be adopted.

Report Writer

General Manager Concurrence

C.A.O. Concurrence

**REGIONAL DISTRICT OF NANAIMO
BYLAW NO. 1410**

**A BYLAW TO AUTHORIZE AN EXPENDITURE
OF FUNDS FROM THE BOW HORN BAY FIRE
PROTECTION SERVICE VEHICLE RESERVE FUND**

WHEREAS the Bow Horn Bay Fire Protection Service Vehicle Reserve Fund was established under Bylaw No. 879;

AND WHEREAS the Bow Horn Bay Volunteer Fire Department wishes to purchase a fire support vehicle;

NOW THEREFORE the Board of the Regional District of Nanaimo in open meeting assembled, enacts as follows:

1. The sum of Forty Three Thousand, One Hundred and Thirty Dollars plus taxes (\$43,130.00) is hereby appropriated from the Bow Horn Bay Fire Protection Service Vehicle Reserve Fund to be expended on the purchase of a fire support vehicle from Dams Ford Lincoln Sales Ltd., Surry B.C.
2. Should any of the above amount remain unexpended, such unexpended balance shall be returned to the credit of the Reserve Fund.
3. This bylaw may be cited as "Bow Horn Bay Fire Protection Service Vehicle Reserve Fund Expenditure Bylaw No. 1410, 2004".

Introduced and read three times this 14th day of December, 2004.

Adopted this 14th day of December, 2004.

CHAIRPERSON

GENERAL MANAGER, CORPORATE SERVICES



REGIONAL DISTRICT OF NANAIMO	
DEC - 8 2004	
CHAIR	GMCMS
	GMCrS
CAO	GMBS
	GMES

MEMORANDUM

TO: C. Mason
General Manager, Corporate Services

DATE: December 7, 2004

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Bow Horn Bay Volunteer Fire Department – Fire Hydrant Servicing Agreements

PURPOSE:

To approve entering into fire hydrant servicing agreements with the Qualicum Bay-Horne Lake Waterworks and Bowser Waterworks Districts within the Bow Horn Bay Fire Protection Service Area.

BACKGROUND:

There are two waterworks improvements districts within the boundaries of the Bow Horn Bay Fire Protection Service Area. The waterworks districts have installed fire hydrants for the use of the Bow Horn Bay Fire Department. The fire hydrants are used to fill the fire department's tanker trucks and there have been long standing fire hydrant maintenance agreements between the former Bow Horn Bay Fire District and the two waterworks districts. Under the previous agreements the waterworks districts performed maintenance, however when a fire hydrant was damaged or destroyed, the fire department covered the cost of replacement. As part of the transition to a Regional District service, all service agreements of this nature must be revised to reflect the Regional District as the legal authority.

Staff have concluded discussions with both of the waterworks districts and both have concurred with the new agreements. The agreements now provide that the Bow Horn Bay Fire Department as the Regional District's agent, will perform the annual maintenance on the fire hydrants as they are the primary users of the hydrants. Both parties (the waterworks districts and the fire department) shall have unfettered access to the fire hydrants for their normal operating purposes and the fire department will not be charged for the cost of any water drawn from the water systems. The agreements have an initial expiry date of December 31, 2009 (five years) and will automatically renew thereafter unless otherwise terminated by either party. The ability to automatically renew the agreements for further five year periods reflects recent changes in the *Local Government Act* permitting agreements to extend beyond five years if there is no capital improvement component in the agreement. Fire hydrant replacements in the event of destruction are a rare event, are a relatively low dollar cost and are not considered by staff to alter the intent of this operational agreement.

ALTERNATIVES:

1. Approve the form of agreement as presented.
2. Recommend alternative arrangements for fire hydrant maintenance services in the service area.

FINANCIAL IMPLICATIONS:

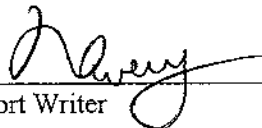
The estimated cost of fire hydrant servicing is \$5,000. This is a considerable change from the prior arrangements whereby the waterworks districts charged \$600 annually for maintenance services. The person performing the maintenance for the waterworks district performed the work for a small honorarium as he was semi-retired. That person no longer wishes to provide the service and there are no alternatives to paying a standard commercial rate for fire hydrant maintenance. The increase for fire hydrant maintenance is largely offset by other savings in the department's budget for the cost of standalone liability insurance.

SUMMARY/CONCLUSIONS:


Following the transfer of responsibilities from the former Bow Horn Bay Fire Protection District to the Regional District of Nanaimo, staff have been working through a number of agreements which existed between the Bow Horn Bay Fire Improvement District and various other parties. The agreements attached herein relate to the use and maintenance of fire hydrants installed within the Qualicum Bay-Horne Lake and Bowser Waterworks Improvement Districts. The agreements are generally consistent with the content of similar agreements between water providers and fire departments in the Regional District. The agreements have an initial expiry date of December 2009 and will automatically renew unless terminated as provided for in the agreements. Both waterworks districts have advised staff that their Boards have reviewed and support entering into the agreements. Both agreements are in the same form as the one attached herein for the Qualicum Bay-Horne Lake Waterworks District.

RECOMMENDATION:


1. That the Chairperson and General Manager, Corporate Services, be authorized to execute a fire hydrant servicing agreement with the Qualicum Bay-Horne Lake Waterworks District in the form presented.
2. That the Chairperson and General Manager, Corporate Services, be authorized to execute a fire hydrant servicing agreement with the Bowser Waterworks District in the form presented.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:

FIRE HYDRANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200

BETWEEN:

QUALICUM BAY - HORNE LAKE WATERWORKS DISTRICT

234 Lions Way
Qualicum Beach, BC
V9K 2E2

(hereinafter called the "Waterworks District")

OF THE FIRST PART

AND:

THE REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(hereinafter called the "Regional District")

OF THE SECOND PART

WHEREAS:

- A. The Regional District is authorized by its Bylaw No. 1385 and subsequent amendments to provide fire protection services to the Bow Horn Bay Fire Protection Service area within Electoral Area 'H';
- B. The fire hydrants located within the Service Area are the property of the Waterworks District;
- C. The Waterworks District has agreed to permit the use of its fire hydrants within the Service Area by the Regional District for the Regional District's fire protection services;
- D. It has been agreed that the Regional District will provide fire hydrant maintenance services hereinafter defined within the Service Area.
- E. For the purposes of this agreement the Bow Horn Bay Volunteer Fire Department is the agency approved by the Regional District to arrange or otherwise ensure that fire hydrants falling within this agreement are maintained in accordance with this agreement and shall act

as the agent of the Regional District for the purposes of the maintenance activities outlined in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, and in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

1. The Term of this agreement commences upon the execution of the agreement and ends on December 31, 2009, (the "Term") unless earlier terminated as provided herein.
2. This agreement shall automatically renew for further five year periods unless terminated as provided herein.
3. The Waterworks District grants to the Regional District , permission to use all fire hydrants identified in Section 5 for the purpose of the Regional District providing fire protection services in the Service Area.
4. The Regional District will have the right to:
 - i. operate hydrants and hookup hoses for the purposes of fire fighting and practice;
 - ii. advise the Waterworks District of any deficiencies noted in the water system;
 - iii. draw water at no charge for fire fighting and for practice.
5. The Regional District shall report to the Waterworks District on or before the 5th working day of each month, the dates and volumes of water drawn from fire hydrants in the previous month.
6. The Waterworks District will provide the Regional District's agent within ONE (1) MONTH of the signing of this Agreement with a copy of a drawing showing the location of all hydrants appropriately numbered, water mains, storage and pumping facilities, and shall advise the agent prior to the installation of all new hydrants in order to provide the Regional District and/or its agent, the opportunity to comment on the locations.
7. Subject to Section 7 the Regional District agrees that its agent shall inspect and maintain the fire hydrants in accordance with the program set out in the attached Schedule 'A' and to forward a copy of the maintenance records annually to the Waterworks District.
8. Up to the execution of this agreement the Waterworks District will inspect and maintain all fire hydrants in accordance with Schedule 'A' attached hereto. The Waterworks District shall advise the Regional District's agent if any hydrants are out of order or will be taken out of service following the inspections. Maintenance or repair work arising from general wear and tear will be carried out by the Waterworks District at its cost. If damage is determined to be the result of the active use of the fire hydrant by the Regional District's agent, then any repair costs will be to the account of the Regional District.
9. Upon execution of this agreement the Regional District shall henceforth be responsible for maintenance of the fire hydrants and clearing and maintaining the property on which fire hydrants are located. At least annually the land surrounding fire hydrants, to the extent

- possible shall be cleared to a distance of 2 metres on all sides of the fire hydrant. The costs of clearing the land shall be to the account of the Regional District.
10. Notwithstanding Section 8 the Waterworks District shall have full and unfettered access to the land and fire hydrants for the purpose of maintaining the water system, including but not limited to flushing of water and shall have the right to clear the land or dig any channels necessary to its operational requirements at anytime. Any costs incurred related to the operational requirements of the Waterworks District shall be to the account of the Waterworks District.
 11. Should a fire hydrant be damaged beyond use or destroyed, the Waterworks District shall replace same as soon as possible. The cost to replace a fire hydrant will be the responsibility of the Waterworks District unless the damage is the result of the active use of the hydrant by the Regional District's agent.
 12. Each party to this Agreement shall immediately notify the other where a fire hydrant is found to be non-functional. The Waterworks District shall contact the agent directly. The agent shall be responsible for hooding any such hydrant until it is repaired.
 13. The Waterworks District shall promptly notify the agent of any disruption to the water service as well as when the service is restored.
 14. It will not be the responsibility of the Regional District to ensure water flows at the fire hydrants.
 15. The Waterworks District shall not be liable for any damages, expenses or losses under this Agreement occurring by reason of suspension or discontinuation of water to any hydrant where such suspension or discontinuation is caused by circumstances beyond the control of the Waterworks District.
 16. The Regional District shall indemnify and save harmless the Waterworks District from any and all actions, claims, suits or judgments arising out of or in connection with the performance by the Regional District or its agent of the obligations of the Regional District under this Agreement.
 17. The Waterworks District shall indemnify and save harmless the Regional District or its agent from any and all actions, claims, suits or judgments arising out of or in connection with the performance by the Waterworks District of its obligations under this Agreement.
 18. This Agreement may be amended by written mutual agreement.
 19. Notices required under Sections 5, 7, 11 and 12 may be delivered verbally to the agent where time is of the essence, but in any case shall also be in writing and may be delivered personally, sent by facsimile or may be sent by first class prepaid mail to the following address:

The Fire Chief
Bow Horn Bay Volunteer Fire Department
220 Lions Way
Qualicum Beach, B.C.

- 20. All other 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 sent by first class prepaid mail to the address set forth below. Any notice delivered by or sent by facsimile shall be deemed to have been given and received at the time of delivery.

For the Regional District:

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

For the Bowser Waterworks District

The Chairperson
Qualicum Bay Horne Lake Waterworks District
234 Lions Way
Qualicum Beach, BC
V9K 2E2

- 21. Time is of the essence of this Agreement.
- 22. Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder which shall continue in force and effect and be construed as if this Agreement has been executed without the invalid portion.
- 23. The parties hereto shall execute and do all such further deeds, acts, things, and assurances as may be reasonably required to carry out the intent of this Agreement.
- 24. Wherever the singular or masculine or neuter is used in this Agreement the same shall be construed as meaning plural, the feminine, or body corporate where the context or the parties hereto require.
- 25. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
- 26. This Agreement may be terminated at the end of any calendar year of the Term by the giving of notice, in writing, by either party to the other no later than March 1st of that year.

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

The Corporate Seal of the)
 QUALICUM BAY- HORNE LAKE WATERWORKS)
 DISTRICT was hereto affixed in the presence of:)
)
)
 _____)

(seal)

Chairperson)
)
)
_____)
Secretary

The Corporate Seal of the)
REGIONAL DISTRICT OF NANAIMO)
was hereto affixed in the presence of:)
)
)
)
_____)
Chairperson)
)
_____)
Secretary)

(seal)

SCHEDULE 'A'

FIRE HYDRANT MAINTENANCE SCHEDULE

The following will be undertaken on an annual basis for each fire hydrant:

The following will be undertaken on an annual basis for each fire hydrant:

ANNUAL INSPECTION AND MAINTENANCE

1. Check the condition of the thread on the operating spindle and nut
2. Check the straightness of the operating spindle and "off-pitch" or twist of the thread on the spindle
3. Check the thrust collar and bearing surfaces of the operating nut on a compression hydrant.
4. Check all "O" ring seals and packing in the thrust collar, stuffing box, head assembly, "O" ring seal plate, seat ring, etc.
5. Check the main valve rubber, drain rubbers and drain mechanism
6. Check the main valve seat ring
7. Check for proper drainage
8. Pressure test
9. Replace any worn or malfunctioning parts
10. Lubricate threads with appropriate grease

REMOVE, REPAINT AND CLEAR UNDERGROWTH

1. Repaint as required
2. Clear any undergrowth which hinders access to the hydrants

In addition to the above, the Regional District will keep a maintenance record for each hydrant and note the general condition of each hydrant.

TO: C. Mason
General Manager, Corporate Services

DATE: December 7, 2004

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Bow Horn Bay Volunteer Fire Department – Fire Protection Service Agreement
With Qualicum First Nations

PURPOSE:

To approve entering into a fire protection agreement with the Qualicum Band of Indians on behalf of the Bow Horn Bay Fire Department.

BACKGROUND:

The former Bow Horn Bay Fire District had two agreements to provide fire protection outside of its boundaries – one with the Department of Fisheries in regard to the Big Qualicum Fish Hatchery and a second with the Qualicum Band of Indians. These agreements must be reissued between the Regional District and those entities as a result of the Bow Horn Bay Fire Department becoming a Regional District service. Regional District staff have reviewed the agreements for content and have been advised that the Qualicum Band of Indians is in a position to sign the updated agreement. The agreement attached to this report contains standard wording regarding liability protection for each party and provides for a fee of \$1,452 annually, which has been billed and paid, for 2004. The agreements are for one-year periods with automatic renewal clauses.

ALTERNATIVES:

1. Approve the agreement as presented.
2. Recommend alternate wording or fees for the agreement.
3. Do not approve the agreement.

FINANCIAL IMPLICATIONS:**Alternative 1**

The Fire Department advises that they have seldom been called upon to respond to a fire on the reserve lands and the fee in the agreement is a reasonable amount in the event of a callout.

Alternative 2

Based on discussions with the fire department, staff have no alternative suggestions for either fees or agreement wording. The agreements contain standard liability clauses which are the primary concern when a response is provided outside of official boundaries.

Alternative 3

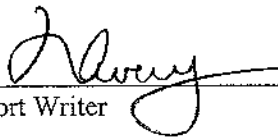
The department would forgo the small amount of revenue resulting from the agreement. This would have no significant impact on the annual budget, but the agreement is a long standing arrangement and there is at present no compelling reason not to approve the agreement.

SUMMARY/CONCLUSIONS:

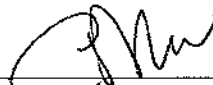
Following the transfer of responsibilities from the former Bow Horn Bay Fire Protection District to the Regional District of Nanaimo, staff have been working through a number of agreements which existed between the Improvement District and various other parties. The agreement attached herein relates to providing fire protection services to lands occupied by the Qualicum Band of Indians which is adjacent to the service area boundaries. The agreement provides for indemnification and liability protection and a small annual fee. The fire department reports that fire calls have been rare and the relationship with the band is a positive one – therefore, staff recommend approving the agreement.

RECOMMENDATION:


1. That the Chairperson and General Manager, Corporate Services, be authorized to execute a fire protection service agreement with the Qualicum Band of Indians on behalf of the Bow Horn Bay Fire Department as presented.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:

FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2004

BETWEEN:

QUALICUM BAND OF INDIANS
5850 River Road
Qualicum Beach, B.C.
V9K 1Z5
(hereinafter called the "Band")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS the District established the service of fire protection under the "Bow Horn Bay Fire Protection Service Area Establishment Bylaw No. 1385, 2004";

AND WHEREAS Section 176(1)(b) authorizes regional districts to enter into agreements with a public authority respecting the undertaking, provision and operation of these services;

AND WHEREAS THE Band has requested that fire protection be provided to the lands occupied by the Qualicum Band of Indians (hereinafter referred to as the "Reserve Lands") more particularly described as Plan 58072, Q1R, District Lot 254, Alberni Land District;

NOW THEREFORE the parties hereto covenant and agree as follows:

1. In this Agreement:

"Fire Chief" means the Fire Chief or his/her delegate of the Bow Horn Bay Fire Protection Society operating under contract to the Regional District of Nanaimo.

"Service Area" means the boundaries established under the Bow Horn Bay Fire Protection Service Area Establishment Bylaw No. 1385, 2004 and subsequent amendments.

2. The District hereby agrees to provide fire suppression services through the Bow Horn Bay Fire Protection Society to the property described above when requested to do so and when, in the opinion of the Fire Chief or his/her delegate, it is safe to do so without endangering the fire protection services for the Service Area within the District.
3. The fire fighting equipment and personnel of the fire department shall remain under the sole control of the Fire Chief or his/her delegate at all times.

4. The Fire Chief retains the authority to recall the personnel or equipment under his command to the District when he/she determines it is necessary.
5. The annual fee payable for the fire protection services under this agreement shall be \$1,452.00 (one thousand, four hundred and fifty-two dollars) payable within 30 days of receipt of the invoice by the Band. Both parties agree to a yearly review of this fee.
6. The District shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuation of the services herein agreed to be provided by the District where such suspension or discontinuance is caused by circumstances beyond the control of the District.
7. The Band hereby agrees to indemnify the District, its servants, agents or employees from any claims, demands, actions or causes of action which may be made against the District arising out of or in consequence of any loss (including without limitation, loss of life), injury or damage of all and every description to person or property caused in whole or in part or in any way contributed to by any act or omission of the District, its servants, agents or employees, in the performance of this agreement or provision of fire protection to the property in question or in the purported performance or purported provision of fire protection to the property in question or in failing to perform this agreement.
8. In order to meet any obligations arising out of Section 7, the Band will provide evidence that it has in force, a policy of general commercial liability insurance, including personal injury, bodily injury, death, and property damage in the amount of not less than \$2,000,000 per occurrence and the policy will include the Regional District as an additional insured on that policy of insurance.
9. All policies of insurance under Section 8 shall contain a cross liability clause and shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Regional District 30 days written notice. The Band shall be responsible for any deductible amounts payable under the insurance policy required under this agreement.
10. This agreement for service shall not be construed as placing a greater liability on the District in respect of the Band than the liability that exists in the law between the District and a property owner in the Service Area.
11. This agreement shall take effect as and from June 17th, 2004 and shall remain in effect for a term of one year and will renew each year automatically for further one year terms unless either party wishes to terminate the agreement in accordance with Section 12 hereof.
12. Notwithstanding anything in this agreement contained to the contrary, this agreement may be terminated by the District or the Band following 30 days notice by either party delivered in writing by registered mail to the other.
13. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

The Corporate Seal of the)
Qualicum Band of Indians)
was hereto affixed in the presence of)
its authorized signatories:) (seal)
)
)
_____)
Chief)
)
)
_____)
Officer Responsible for Corporate)
Administration)

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