

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, AUGUST 9, 2005
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

4 **Karen Taylor**, re Landslip on Property Located at 853 Drew Road – Area G.

MINUTES

5-9 Minutes of the regular Committee of the Whole meeting held Tuesday, July 12, 2005.

BUSINESS ARISING FROM THE MINUTES

COMMUNICATION/CORRESPONDENCE

UNFINISHED BUSINESS

COMMUNITY SERVICES

REGIONAL GROWTH MANAGEMENT

10-30 Urban Containment Implementation Agreement.

TRANSPORTATION SERVICES

31-56 License for Emergency Wharf – Gabriola Island.

57-69 New Transit Exchange – Lease Agreement.

CORPORATE & COMMUNITY DEVELOPMENT

BUILDING INSPECTION

70-71 Section 57 of the Community Charter – Contravention of Bylaws.

ENGINEERING

- 72-78 Cedar Sewer Service Area Establishing Bylaw No. 1445.
- 79-88 Cedar Sewer Service Area Capital Charge Bylaw No. 1446 and Cedar Sewer Service Area Development Cost Charges Bylaw No. 1447.

FINANCE

- 89-103 Operating Results to June 30, 2005.
- 104-108 Financial Plan (2005 – 2010) Amendment Bylaw No. 1431.01 – To Authorize Improvements on Community Park Land – Area D.
- 109-128 Reserve Fund Bylaw Approvals – Bylaw No.'s 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465 and 1466.
- 129-135 Service Area Boundary Amendment Bylaws – French Creek – Area G – Bylaw No.'s 791.10, 794.06, 874.05, 889.35 and 1089.03.

ENVIRONMENTAL SERVICES

SOLID WASTE

- 136-139 Waste Export Agreement Termination. (Presentation)

COMMISSION, ADVISORY & SELECT COMMITTEE

Arrowsmith Water Service Management Committee.

- 140-142 Minutes from the meeting of the Arrowsmith Water Service Management Committee held May 18, 2005. (for information)

Regional Growth Monitoring Advisory Committee/State of Sustainability Project.

- 143-145 Minutes from the meeting of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project held July 20, 2005. (for information)

Verbal Reports As Available:

Arrowsmith Water Service Management Committee

Deep Bay Harbour Authority

Island Corridor Foundation

Mt. Arrowsmith Biosphere Foundation

Municipal Finance Authority

Municipal Insurance Association

North Island 911 Corporation

RDN Emergency Planning Committee
Regional Library Board
Regional Transportation Advisory Committee
Treaty Advisory Committee
Vancouver Island Biosphere Centre

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

BOARD INFORMATION (Separate enclosure on blue paper)

IN CAMERA

That pursuant to Section 90(1)(a), (g) and (k) of the Community Charter the Board proceed to an In Camera meeting to consider items relating to a personnel issue, a legal matter and negotiations with respect to the provision of a municipal service.

ADJOURNMENT

From: Karen Taylor [mailto:karen.taylor@rdn.bc.ca]
Sent: Friday, July 22, 2005 10:21 AM
To: Burgoyne, Linda
Cc: Joe Stanhope
Subject: Committee of the Whole RDN

Hi Nancy:

Yes, it is the next Regional District Meeting of the Whole I was enquiring about.

Would you please place my name on the Agenda of the August 9, 2005 RDN Committee of the Whole meeting?

I received a copy of a letter written by Stan Schopp addressed to Gary Huntley at 853 Drew Rd, dated July 4, 2005; I would like to discuss the implications of the contents of this letter to my property.

I anxiously await a response to my request. Thank you for attending to this matter for me.

Sincerely,

Karen Taylor
859 Drew Rd
PARKSVILLE BC V9P 1X2
250 752-8721

cc: Joe Stanhope

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, JULY 12, 2005, 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
Alternate	
Director B. Jepson	Electoral Area D
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director R. Longmuir	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Alternate	
Director B. Dempsey	District of Lantzville
Director L. Sherry	City of Nanaimo
Director D. Brennan	City of Nanaimo
Director T. Krall	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director L. McNabb	City of Nanaimo

Also in Attendance:

K. Daniels	Chief Administrative Officer
B. Lapham	Deputy Administrator
N. Connelly	General Manager of Community Services
J. Finnie	General Manager of Environmental Services
D. Trudeau	A/Manager of Transportation Services
W. Thexton	Senior Accountant
N. Tonn	Recording Secretary

CALL TO ORDER

The Chairperson welcomed Alternate Directors Jepson and Dempsey to the meeting.

DELEGATIONS

Denise Monjo, re-Transit Exchange -- Prideaux Street.

Ms. Monjo raised her concerns with respect to the present location of the downtown Transit exchange on Prideaux Street.

MINUTES

MOVED Director Sherry, SECONDED Director Bartram, that the minutes of the Committee of the Whole meeting held June 14, 2005 be adopted.

CARRIED

COMMUNICATION/CORRESPONDENCE

Jac Kreut, Board Chair, Vancouver Island Health Authority, re Attendance at Joint Capital Planning Meetings.

MOVED Director Sherry, SECONDED Director Holme, that the correspondence from the Vancouver Island Health Authority regarding attendance at Joint Capital Planning meetings be received.

CARRIED

COMMUNITY SERVICES

EMERGENCY PLANNING

CVRD Pesticide Reduction Strategy.

MOVED Director Kreiberg, SECONDED Director Westbroek, that the report on a pesticide reduction strategy be received for information and that staff be provided with direction for further action on this issue.

CARRIED

Staff were directed to report back with recommendations for possible further actions on this issue.

Directors Krall, Brennan and Holdom joined the meeting.

RECREATION AND PARKS

Boardwalk Construction at Cox Community Park -- Area B.

MOVED Director Lund, SECONDED Director Hamilton, that the revised Area B community parks budget and the construction of a boardwalk within Cox Community Park on Gabriola Island, be approved.

CARRIED

REGIONAL GROWTH MANAGEMENT

Green Buildings Project -- Green Buildings Tour.

MOVED Director Krall, SECONDED Director Holme, that the report on the educational green building tour conducted as a part of the Green Buildings Project be received.

CARRIED

CORPORATE AND COMMUNITY DEVELOPMENT

ADMINISTRATION

Port Theatre Funding Request for Electoral Areas D and E.

MOVED Director Holme, SECONDED Director Jepson,:

1. That the Regional District of Nanaimo proceed to referendum on November 19, 2005, to obtain the assent of electors in the remainder of Electoral Area D and Electoral Area E to establish individual Port Theatre Contribution Service Areas and that the referendum questions be as follows:
 - i. Are you in favour of the "Remainder of Electoral Area D Port Theatre Contribution Service Area Bylaw No. 1448" which, if enacted, would establish an annual contribution of \$3,575 to contribute towards the operation of the Port Theatre?

- ii. Are you in favour of the "Electoral Area E Port Theatre Contribution Service Area Bylaw No. 1449" which, if enacted, would establish an annual contribution of \$19,950 to contribute towards the operation of the Port Theatre?
2. That the "Remainder of Electoral Area D Port Theatre Contribution Service Area Bylaw No. 1448, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
3. That the "Electoral Area E Port Theatre Contribution Local Service Area Bylaw No. 1449, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
4. That the Port Theatre be required to report annually to a meeting of the Board.

CARRIED

Staff were asked to bring forward alternative wording that would clarify the referendum questions.

Police Support Services Funding.

Director Bartram requested that the following recommendations be addressed in seriatim.

MOVED Director Holme, SECONDED Director Bartram, that assistance be provided to community based organizations providing police support services in the District 69 area through the 2005 general grants in aid function in the amount of \$3,064 for 2005 only.

CARRIED

MOVED Director Holme, SECONDED Director Longmuir, that staff bring back the Police Support Services Establishing Bylaw No. 1421 report which considers establishing a new function to provide ongoing financial support to community based volunteer organizations delivering police support services to commence in 2006.

CARRIED

BUILDING INSPECTION

Section 57 of the Community Charter – Contravention of Bylaws.

MOVED Director Holme, SECONDED Director Brennan, that a notice be filed against the titles of the properties 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 14, Section 14, Range 2, Plan VIP67829, Cedar District, 1866 Kirkstone Way, Electoral Area 'A', owned by T. Ryan and K. Schroder;
- (b) Lot 1, Section 12, Range 2, Plan VIP76511, Cedar District, 2070 Grieve Road, Electoral Area 'A', owned by T. Davies and D. Bouchard;
- (c) Lot 2, Section 4, Gabriola Island, Plan 16716, Nanaimo District except that part in Plan VIP52510, 1780 Stalker Road, Electoral Area 'B', owned by T. Upton and B. Plummer;
- (d) Lot 2, District Lot 29, Plan VIP63647, Nanoose District and part of the Bed of the Strait of Georgia, 992 Lee Road, Electoral Area 'G', owned by A. Short.

CARRIED

ELECTIONS

Mail in Ballots.

MOVED Director Bartram, SECONDED Director McNabb, that the District continue to provide curb side voting at every voting place for electors with physical disabilities.

CARRIED

ENVIRONMENTAL SERVICES

LIQUID WASTE

Pump & Haul Local Service Area Amendment Bylaw No. 975.39 – Remora Place – Area E.

MOVED Director Holme, SECONDED Director Sherry,:

1. That the boundaries of the RDN Pump and Haul Local Service Area Bylaw 975 be amended to include Lot 12, DL 8, Plan 20762, Nanoose Land District. (Remora Place in Electoral Area E.)
2. That “Regional District of Nanaimo Pump and Haul Local Service Area Amendment Bylaw No. 975.39, 2005” be read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

UTILITIES

French Creek Sewer Local Service Area Bylaw No. 813.34 and Northern Community Sewer Local Service Area Bylaw No. 889.34 – 808 Wembley Road – Area G.

MOVED Director Sherry, SECONDED Director McNabb,:

1. That “Regional District of Nanaimo French Creek Sewer Local Service Area Amendment Bylaw No. 813.34, 2005” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
2. That “Northern Community Sewer Local Service Area Amendment Bylaw No. 889.34, 2005” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

MOVED Director Bartram, SECONDED Director Biggemann, that the minutes of the District 69 Recreation Commission meeting held June 16, 2005 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Brennan, that the recommendations in the 2005 Fees and Charges report be approved as follows:

1. That the program, admission and rental fees for Oceanside Place in 2005/06 be approved as outlined in Appendix A.
2. That the program, admission and rental fees for Ravensong Aquatic Centre in 2006 be approved as outlined in Appendix B.

3. That Recreation Coordination program fees and recovery rates, administration fee and revenue-sharing percentage ratio for Term Instructor (Companies) agreements for 2006 be approved as outlined in Appendix C.

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 meeting held June 15, 2005 be received for information.

CARRIED

Transit Business Plan Update Select Committee.

MOVED Director Krall, SECONDED Director Kreiberg, that the minutes of the Transit Business Plan Update Select Committee meeting held June 30, 2005 be received for information.

CARRIED

IN CAMERA

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

CARRIED

TIME: 7:53 PM

CHAIRPERSON



REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Cms
CAO	GM ES
DA CGD	MoF
JUL 29 2005	
COW	

MEMORANDUM

TO: Neil Connelly
General Manager, Community Services

DATE: July 27, 2005

FROM: Christina Thomas
Senior Planner, Community Services

FILE: 2240 20 URB

SUBJECT: URBAN CONTAINMENT IMPLEMENTATION AGREEMENT

PURPOSE

The purpose of this report is to consider approval-in-principle of the Urban Containment Implementation Agreement (UCIA), along with the public feedback received about the Agreement.

BACKGROUND

On June 28, 2005 the RDN Board received the Urban Containment Implementation Agreement (see Attachment 1), and directed staff to solicit public feedback about the Agreement before submitting the Agreement to the RDN Board for consideration of approval.

Public Feedback

Pursuant to the RDN Board direction, residents of the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach, the District of Lantzville, and Electoral Areas A, C, D, E, F, G and H were informed about the Agreement via an advertisement published on the RDN web site and in local newspapers during the last week of June 2005¹. The advertisement invited residents to provide comments about the UCIA to the RDN by July 22, 2005. The UCIA was made available for public review at the RDN Administration Office and on the RDN web site at <http://www.rdn.bc.ca/cms.asp?wpID=1021>.

The Regional District of Nanaimo received six pieces of correspondence from members of the public in response to public notification about the UCIA (see Attachments 2-7). The following provides a summary of the issues raised in the correspondence:

- An e-mail message from Mr. Art Cowie, agent for the Wosk property, dated June 27, 2005, that was received by the RDN electronically on June 27, 2005 as well as received via regular mail on July 6, 2005 (see Attachment 2), that indicates opposition to the RDN RGS policy of not taking a position about applications to the Provincial Agricultural Land Commission to exclude land from the Agricultural Land Reserve (ALR) (i.e. Policy 3C) and asks the RDN to request the Provincial government to exclude the Wosk property from the ALR and incorporate the land into the City of Parksville;
- A letter from Mr. Art Cowie, agent for the Wosk Property, dated July 15, 2005, that indicates opposition to the UCIA criterion that land in the Agricultural Land Reserve should not be included inside the Urban Containment Boundary, provides information about a study the agent is commissioning Richard Hudson of Manecon Business Strategies to conduct about the economic aspects related to the development of the Wosk Property, and provides information about discussions

¹ Also pursuant to RDN Board direction, the UCIA was forwarded to the parties to the Agreement at the commencement of the public consultation for information

that have taken place relative to the Wosk Property. This submission also includes supplementary correspondence between the individual and the City of Parksville dated April 21, 2004 and May 19, 2004 (*see Attachment 3*), that indicates City support for a particular property to be included in the municipality;

- An e-mail message from Mr. Kevin Goldsbury, a shareholder of property in the Linley Valley, on July 21, 2005, (*see Attachment 4*) that requests land in the Linley Valley area in the City of Nanaimo be included inside the Urban Containment Boundary and developed to include parks and open space elements;
- A letter from Mr. Richard Hudson, consultant hired by the agent of the Wosk property, dated July 22, 2005 and received on July 22, 2005 (*see Attachment 5*), that indicates support for the criterion for UCB changes that makes reference to the economic aspects of a proposed development, suggests that land use decisions focus on providing accommodation for population and economic growth, and recommends that support be provided for innovative and practical planning and land use decisions;
- A letter from Mr. Hans Larsen dated July 22, 2005 and received on July 22, 2005 (*see Attachment 6*), that indicates concern with the UCB change criterion that enables each party to the Agreement to establish their own community needs, concern with the inclusion of the words 'on balance' in one of the UCB change criterion, concern that the elimination of the UCB change criterion that refers to the prevention of adverse changes to the health and ongoing viability of sensitive ecosystems and the resource productivity of adjacent lands weakens the Agreement, concern that the UCIA allows changes to the UCB in between reviews of the Regional Growth Strategy, and concern that there has been insufficient consultation with the electoral areas in the development of the Agreement. The letter makes reference to concerns about a past decision to include land inside the Urban Containment Boundary under the existing Urban Containment and Fringe Area Management Implementation Agreement (UCFAMIA),
- A letter from Mr. Ian Savage dated July 19, 2005 and received via fax on July 22, 2005 (*see Attachment 6*), that indicates concern that municipal decisions about Urban Containment Boundaries might not respect regional interests and suggests that there be more regional control over planning.

Urban Containment Implementation Agreement

The UCIA is the product of the review of the Urban Containment and Fringe Area Management Implementation Agreement (UCFAMIA) directed by the RDN Board on September 9, 2003. The purpose of the review was to fulfill Regional Growth Strategy (RGS) Bylaw No. 1309 policy commitments to address issues regarding:

- the level and type of develop that warrants consideration as an urban development on land inside the Urban Containment Boundary (UCB) and the coordination between jurisdictions regarding urban land use and development on land inside the UCB (Policy 1D); and
- development on rural land and the coordination between jurisdictions regarding land and development outside the UCB (Policy 3E).

The UCIA replaces the UCFAMIA as the implementation agreement² between the RDN, the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach and the District of Lantzville concerning urban containment and the protection of rural values. The following describes the similarities and differences between the two agreements:

- The UCIA establishes criteria for UCB changes that provide more flexibility to the parties to make UCB changes that contribute towards the achievement of the RGS goals. Each party to the Agreement is empowered to make the determination that there is a community need in their

² Implementation agreements may be developed by regional districts pursuant to *Local Government Act* section 868 for the purpose of coordinating activities relating to regional growth strategy implementation.

jurisdiction that warrants a UCB change (criteria 4.1 b). Furthermore, UCB changes must, on balance, contribute towards the RGS goals (criteria 4.1 c). Like the UCFAMIA, the UCIA specifies that land proposed for inclusion inside the UCB must not be in the Agriculture Land Reserve (criteria 4.1 a).

- Like the UCFAMIA, the UCIA defines the roles and responsibilities of the RDN and member municipalities regarding the review and revision of UCBs, establishes the criteria for UCB changes and defines the process for the consideration of those changes, and enables jurisdictions to consider UCB changes at intervals they deem appropriate (as specified in an official community plan), rather than just once every five years coincident with scheduled RGS reviews
- The UCIA more clearly describes the process for UCB changes than the UCFAMIA.
- The direction included in the UCFAMIA regarding decisions about municipal boundary extensions was not included in the UCIA in recognition that the *Local Government Act* takes precedence regarding boundary extensions and includes sufficient direction for decision making about this matter
- The UCIA formally includes the District of Lantzville as a signatory³ unlike the UCFAMIA.

The UCIA was developed in consultation with staff from the member municipalities. RDN Regional Growth Management Services staff conducted one-on-one meetings with a planning staff representative/s from each of the member municipalities between April and June of 2004 to identify issues to be addressed in the UCFAMIA Review. Ten meetings of the Intergovernmental Advisory Committee (IAC), which is comprised of RDN and member municipality staff representatives, were conducted, between February 17, 2004, and March 31, 2005, to fully discuss the issues related to the UCFAMIA and the possible methods of addressing them. RDN Regional Growth Management Services staff and a Ministry of Community, Aboriginal and Women's Services staff representative (Brent Mueller, Manager, Growth Strategies, Vancouver Island) facilitated the IAC discussions. The IAC reviewed a series of initial drafts of the UCIA, and provided direction regarding desired amendments. Once the IAC deemed the UCIA acceptable for advancement to the RDN Board for formal consideration, a special meeting of the IAC and the administrators for the RDN and the member municipalities was conducted on April 28, 2005, to confirm that the UCIA is ready to advance forward for formal consideration. Based on the positive results of this April 28th meeting, the Agreement was provided for RDN Board consideration in June of 2005.

Next Steps

Since the UCIA is an agreement amongst the RDN, the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach, and the District of Lantzville, opportunities must be provided for each of the parties to formally consider the Agreement. Planning and administrative staff from each of these jurisdictions have already been involved in the development of the Agreement, and have indicated that the Agreement appears to be acceptable for their respective jurisdictions. The public has now been provided an opportunity to comment about the UCIA, the results of which are provided in this report for consideration. It is recommended that no changes be made to the UCIA at this time given that staff from each of these jurisdictions that are party to the Agreement have indicated that the Agreement appears to be acceptable. Consequently, it is now proposed that the RDN refer the Agreement to the member municipalities for comment and confirmation that the Agreement is acceptable, and report back to the Board about the results of the referral. Upon confirmation that the Agreement is acceptable, the RDN would consider formal approval and signature of the Agreement, and direct that the Agreement be forwarded the member municipalities for signature.

³ Although the District of Lantzville is not a formal signatory to the UCFAMIA it is a party to the UCFAMIA pursuant to the letters patent that incorporated the new municipality.

ALTERNATIVES

1. To approve-in-principle the Urban Containment Implementation Agreement subject to confirmation from the member municipalities that the Agreement is acceptable, and to refer the Agreement to the member municipalities for comment and confirmation that the Agreement is acceptable.
2. To provide alternative direction.

FINANCIAL IMPLICATIONS

Granting approval in principle to the UCIA and referring it to the member municipalities has no financial implications for the RDN.

GROWTH MANAGEMENT IMPLICATIONS

The UCIA establishes an Agreement regarding decision making about UCB changes. The criteria established in the UCIA are intended to result in decisions about the UCB changes that support the integrity of the RGS.

PUBLIC CONSULTATION IMPLICATIONS

Residents from the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach, the District of Lantzville and electoral areas A, C, D, E, F, G and H were provided with an opportunity to comment about the UCIA between June 25, 2005 and July 22, 2005. The public feedback received is provided for RDN Committee of the Whole/Board consideration in its decision about the Agreement.

INTERGOVERNMENTAL IMPLICATIONS

Until such time as the RDN, the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach and the District of Lantzville formally sign the UCIA the UCFAMIA will continue to provide direction regarding UCB changes. The IAC concurs with the recommended next steps regarding referral of the UCIA to the member municipalities for comment and confirmation that the Agreement is acceptable. Feedback received from the member municipalities in response to this referral will be provided to the RDN Board for consideration prior to making a final decision about the Agreement and formally conveying it to the member municipalities for signature.

SUMMARY

The Urban Containment Implementation Agreement (UCIA) is provided (*see Attachment 1*), along with the results of the public consultation about the Agreement (*see Attachments 2 - 7*). The UCIA is the product of the RDN Board-directed review of the Urban Containment and Fringe Area Management Implementation Agreement (UCFAMIA). The review of the UCFAMIA included discussion of a wide variety of issues, and all applicable issues are addressed in the UCIA. The UCIA focuses on decisions about UCB changes, and gives the parties to the Agreement a degree of independence to determine when a UCB change is required. It also provides some flexibility in terms of the criteria for UCB changes that still ensures that changes respect the RGS.

RECOMMENDATIONS

1. That the results of the public feedback received in response to public notification about the Urban Containment Implementation Agreement be received.
2. That the Urban Containment Implementation Agreement as presented be approved in principle, subject to confirmation from the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach, and the District of Lantzville that the Agreement is acceptable.
3. That the Urban Containment Implementation Agreement be referred to the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach and the District of Lantzville for comment and confirmation that the Agreement is acceptable.

Christina Mow

Report Writer

[Signature]

Acting / General Manager Concurrence

ATTACHMENT 1

Urban Containment Implementation Agreement

Amongst: Regional District of Nanaimo
City of Nanaimo
City of Parksville
Town of Qualicum Beach
District of Lantzville

1.0 Purpose of the Agreement

This agreement follows up on the commitments in the January 1997 *Master Implementation Agreement Regarding the Growth Management Plan for the Regional District of Nanaimo* to more fully define the roles and responsibilities of the Regional District of Nanaimo and its member municipalities in the review and revision of urban containment boundaries.

The agreement is intended to provide flexibility to the parties to be able to make changes to the urban containment boundary at whatever interval each party deems appropriate, based on community needs while maintaining the integrity of the Regional Growth Strategy.

Regional Growth Strategy Policy 1C states:

The RDN and member municipalities agree that Urban Containment Boundaries (UCBs) should only be amended every five years in conjunction with a review of the regional growth strategy, or at an interval specified in an official community plan. The RDN and member municipalities agree that all UCB changes should be considered according to the process and criteria of the Urban Containment and Fringe Area Management Implementation Agreement.

This agreement replaces the Urban Containment and Fringe Area Management Implementation Agreement.

2.0 Goals

This agreement builds on the goals expressed in the Regional Growth Strategy and official community plans of member municipalities and electoral areas. All parties have expressed primary goals to:

- a) contain and support urban growth within urban containment boundaries; and,
- b) protect rural values.

The parties also acknowledge the importance of having a measure of flexibility to meet unanticipated regional and community needs while maintaining the integrity of these primary goals.

3.0 Principles

The parties appreciate the need for and are committed to cooperation in the development and implementation of individual and joint actions with respect to urban containment and growth and development management based on the following principles:

3.1 Areas within urban containment boundaries

- a) Sufficient suitable land for urban growth has been designated within urban containment boundaries of the Regional Growth Strategy, at the time of its adoption, to accommodate a 25 year population projection; and
- b) Since the forecast rate of growth may change and unanticipated regional or community needs may arise from ongoing community planning, the urban containment boundary may be reviewed periodically in response to the demonstration of regional or community needs which cannot be met within the existing urban containment boundary.

3.2 Urban growth management

Within urban containment boundaries, urban growth should be phased so that it is:

- a) first located in areas already characterized by urban development that have existing capacity of public facilities and services to serve such development;
- b) then located in areas already characterized by urban development that can be efficiently served by upgrading existing public facilities and services; and
- c) then located in areas that are extensions of existing urban areas which can be efficiently served by upgrading existing public facilities and services.

4.0 Revision of Urban Containment Boundaries

4.1 Criteria

It is agreed that a revision to the urban containment boundary can occur when the proposed change meets the following criteria:

- a) the land proposed for inclusion inside the Urban Containment Boundary is not in the Agriculture Land Reserve;
- b) the jurisdiction making the request deems there is a community need within their jurisdiction to move the Urban Containment Boundary to either include the land inside the Urban Containment Boundary or to exclude the land from inside the Urban Containment Boundary;
- c) the inclusion of the land inside the Urban Containment Boundary or the exclusion of the land from inside the Urban Containment Boundary on balance contributes towards the following:
 - i) the containment of urban sprawl by focusing development within well defined urban containment boundaries;
 - ii) the encouragement of mixed-used communities that include places to live, work, learn, play, shop, and access services;
 - iii) the protection and strengthening of rural economy and lifestyle;
 - iv) the protection of the environment and minimization of ecological damage related to growth and development;
 - v) the improvement and diversification of mobility options;
 - vi) strategic economic development;
 - vii) the provision of cost efficient services and infrastructure where urban development is intended, or the provision of services in other areas where the service is needed to address environmental or public health issues;
 - viii) cooperation among jurisdictions.

4.2 Process

It is agreed that the proposed change initiated by the regional district or by the municipality:

- a) will only be considered at periodic review intervals specified in the Regional Growth Strategy and Municipal Official Community Plans and will require amendment of both the RGS and OCP provisions regarding applicable urban containment boundaries;
- b) will be supported by information, impact assessments and impact management conditions which address the above criteria;
- c) will be subject to a technical review and recommendations by the Core Group of the Intergovernmental Advisory Committee; and

- d) if approved, and where advised by the responsible government agencies, will be subject to conditions to protect ongoing resource production and environmental quality.

(see Appendix 1 for a flow chart outline of the process for revision of urban containment boundaries)

5.0 Monitoring, Reporting and Amendment of this Agreement

The Core Group of the Intergovernmental Advisory Committee (IAC) will advise and report on matters in this agreement.

EXECUTED BY THE REGIONAL DISTRICT OF NANAIMO at Nanaimo,
British Columbia, this _____ day of _____, 2005.

Chair

Deputy Administrator

EXECUTED BY THE CITY OF NANAIMO at Nanaimo, British Columbia,
this _____ day of _____, 2005.

Mayor

City Clerk

EXECUTED BY THE CITY OF PARKSVILLE at Parksville, British Columbia,
this _____ day of _____, 2005.

_____)
Mayor _____)
_____)
City Clerk _____)

EXECUTED BY THE TOWN OF QUALICUM BEACH at Qualicum Beach,
British Columbia, this _____ day of _____, 2005.

_____)
Mayor _____)
_____)
Deputy Clerk _____)

EXECUTED BY THE DISTRICT OF LANTZVILLE at Lantzville,
British Columbia, this _____ day of _____, 2005.

_____)
Mayor _____)
_____)
Corporate Administrator _____)

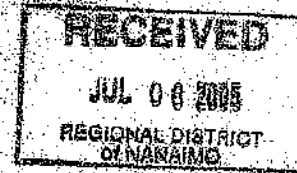
Appendix 1**Revision of Urban Containment Boundaries**

1. Applicant submits proposal to amend the Urban Containment Boundary to the jurisdiction in which the land is located. The submission should include information about how the UCB change proposal meets the criteria for UCB changes.
2. Municipality or Electoral Area Planning Committee conducts an impact assessment of the proposal for the purpose of assessing the proposal's compliance with the UCB change criteria and deciding whether it wants the UCB change considered by the RDN Board.
3. Municipal Council or Electoral Area Planning Committee decides whether it wants the UCB change proposal considered by the RDN Board. If yes, it submits the UCB change proposal, accompanied with the impact assessment, to the RDN.
4. IAC reviews the requested UCB change pursuant to the UCB change criteria and makes its recommendation to the RDN Board.
5. RDN Board considers the recommendation of the IAC and makes a decision about the proposed UCB change.
6. For requests made by a municipality, municipality considers 1st, 2nd, 3rd reading and adoption of OCP bylaw effecting UCB changes, pending outcome of step 5. For requests made by the Electoral Area Planning Committee, proceed with a concurrent amendment to the RGS, pending outcome of step 5.

ATTACHMENT 2

growthmanagement@rdn.bc.ca, 11:23 AM 6/27/05 -0700, Comments on RDN RGMS

To: growthmanagement@rdn.bc.ca
 From: Remembernow <elkos@remembernow.com>
 Subject: Comments on RDN RGMS
 Cc: cgrover@city.parksville.bc.ca
 Bcc:
 Attached:



Christine Thomas:

I understand that the RDN is requesting comments on the RGMS.

As you know I am the planning consultant and land agent acting on behalf of Sonny Wosk owner of at 365 Meadow View Place in Electoral Area G. I also have legal agreements to act on behalf of all the owners immediately adjacent to the Wosk property that are in the ALR except lots 3 and 4 that are owned by the McCann family. So I am speaking on behalf of not only Sonny Wosk but also the owners of lots 2, 5, 6, D, E, and F.

I understand from reliable sources that the RGMS took very little regard of the City of Parksville's urban growth comments when it came to the approximately 60 acres of Agricultural Land Reserve (ALR) lands that are in Electoral Area G and completely surrounded by the City of Parksville. This land (especially the Wosk property) has been identified as needed for urban expansion for over 10 years. I don't understand how this happened except by possibly a blanket directive that all lands in the ALR would not be considered. This is not a logical planning strategy but this appears what happened. This strategy is causing urban sprawl, the very thing that a good RGMS plan should avoid.

I have applied to have the Wosk property removed from the ALR and primarily because the RDN refuses to comment on future land use the ALC has refused our application. I consider our application still under appeal. The chair of the Island ALC committee has stated that the situation is weird. He is right. All 60 acres should be immediately removed from the ALR and this pocket of land should be incorporated into the City of Parksville. Without mentioning names, there appears to be unanimous support for this from government elected officials that I have talked to at all levels.

I ask that the RDN apply to the Provincial Government to have this land withdrawn from E.A. G and have it incorporated into the City of Parksville. If there is a need for a community vote on this then it should be done as part of the November municipal and regional district elections. To allow this absurd situation to continue beyond this period is a complete denial of what is required in reality.

Believe with the change in jurisdiction the ALC will have no reason to deny our ALR exclusion for the Wosk property. The water on the property is putrid and smells so bad the children living on the property will not take a bath in it without perfume added. The water supply dries up in July and August to the extent that it would not be possible to grow crops of any kind even from ditch water. This has been tried. The lack of water has mainly come about by the City of Parksville allowing urban development surrounding the property and cutting off natural drainage.

Thank you for giving me this opportunity to comment. If you should need a more in depth submission, please let me know.

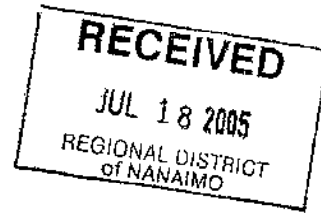
Art Cowie, FCSLA, PIBC
 2876 West 33rd Ave, Vancouver, BC V6N 2G2
 Tel: 604-266-1736
 cc: Sonny Wosk

Printed for Remembernow <elkos@remembernow.com>

1

ATTACHMENT 3

Eikos Planning Inc.
2876 33rd Ave., Vancouver, BC, V6N 2G2



July 15, 2005

Ms. Christina Thomas, Senior Planner
Community Services
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC, V9T 6N2

Dear Ms. Thomas,

Re: Public Feedback Invited - Urban Containment Implementation Agreement

I am writing as land agent and planning consultant for the Wosk property at 365 Meadow View Place, Parksville BC (Lot G, District Lot 12, Nanoose District, Plan 30913).

In the background statement accompanying your request for feedback it states that "land proposed for inclusion inside the UCB must not be in the Agricultural Land Reserve. This requirement is too restrictive and does not make any planning sense as far as the above property and the immediate surrounding 5 acre lots that I have agreements with the owners to speak for is concerned. In reality for these properties this requirement goes against the Regional District Goals of limiting sprawl and focusing development into well defined urban containment boundaries. In this instance by keeping this unusable agricultural land in the ALR the RDN will be causing sprawl by encouraging development to spread further out from the city centre. I should remind you that residential development in the city of Parksville surrounds the Wosk property on three sides and the location is a 10 minute walk to the city hall and downtown shopping.

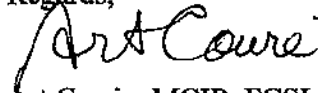
Sonny Wosk and I have recently commissioned Richard Hudson of Manecon Business Strategies Inc. to conduct an economic review for us and the Economic Development Office for Parksville which we believe will show that these properties are needed to support urban growth and economic development for the City of Parksville. This study will be completed in the later part of September. Attached are letters from Parksville giving support for the Wosk property becoming part of the city including taking the property out of the ALR. This property was recommended to become part of Parksville in the Artibise Report conducted for the Province, RDN and Parksville ten years ago. All parties have procrastinated on this since which has left the City of Parksville with a situation that they have no single family residential land for development left. Owners such as Sonny Wosk have been in an untenable situation. In our situation there is not sufficient water to economically undertake any farm operation and it is abundantly clear from meetings with surrounding residents that they do not want a commercial farm operation.

ATTACHMENT 3 (CONTINUED)

I know of no elected official at the provincial, regional or municipal government levels who believe that this property should remain in the ALR. I have talked over the last four years with nearly all persons who could possibly be directly concerned. One provincial cabinet minister who viewed the property with me could not believe that the land was still in the ALR. I have previously written about this situation comparing it with an ever rotating circle of bureaucracy with no one willing to take the lead and deal with the issue because they have policy reasons that allows them not to deal with the reality of the situation. The biggest problem is that the property is in the RDN and it should be in Parksville. The RDN won't comment on ALR land when our application is made for removal and the ALC won't deal with taking it out of the ALR because the RDN has not commented on future land use. Thus, the rotating circle of procrastination.

We have been told that the ALC can in fact step in and make a decision on the property regardless of the land being in the jurisdiction of the RDN and not being in Parksville. We consider our application for ALR-removal made 3 years ago still active and the ALC could do the practical and honourable thing and make a decision in our favour and simply take the property out of the ALR. We appeal to the ALC to do this and halt this ridiculous rotating circle that allows no decision to be made in our favour.

Regards,



Art Cowie, MCIP, FCSLA

cc. Mayor Randy Longmuir and Council, City of Parksville
Erik Karlsen, recently appointed Chair of the ALC
Sonny Wosk, Owner
Richard Hudson, Manecon Business Strategies Inc.
Caroline Grover, Parksville Economic Development Officer

ATTACHMENT 3 (CONTINUED)



City of PARKSVILLE

PO Box 1790 100 E. Jensen Avenue, Parksville, BC, V4P 2H3
Telephone: (250) 248-3144 Fax: (250) 248-8680
www.city.parksville.bc.ca

April 21, 2004

Eikos Planning Inc.
5745 MacKenzie Street
Vancouver, BC V6N 4J6

Attention: Art Cowie, MCIP, FCSLA, Planner and Land Agent

Dear Art Cowie:

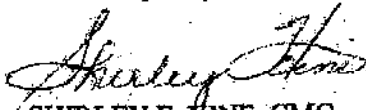
Re: Application for Incorporation – 365 Meadow View Place

At the regular meeting of Council held on Monday, April 19th, 2004 your application for incorporation for Lot G, District Lot 12, Nanoose District, Plan 30913 [365 Meadow View Place] was considered and, in this regard, the following resolution was passed:

04-123 That the application for incorporation of Lot G, District Lot 12, Nanoose District, Plan 30913 [365 Meadow View Place] be supported in principle;

And That a letter of support be provided to the applicant in his efforts to obtain all necessary regional and provincial approvals for the lands to be included within the City of Parksville.

Yours very truly,



SHIRLEY E. HINE, CMC
Director of Administrative Services

SEH:mjg

ATTACHMENT 3 (CONTINUED)



City of PARKSVILLE

PO Box 1398 100 E. Jansen Avenue, Parksville, BC V9P 2S1
Telephone (250) 248-3144 Fax (250) 248-6850
www.city.parksville.bc.ca

**OFFICE OF THE MAYOR
RANDY LONGMUIR**

May 19, 2004

TO WHOM IT MAY CONCERN:

Re: Application for Incorporation - 365 Meadow View Place

This letter serves as a letter of support to Mr. Art Cowie, Eikos Planning Inc., in his efforts to obtain all necessary regional and provincial approvals for the lands known as Lot G, District Lot 12, Nanoose District Plan 30913 [365 Meadow View Place] to be included within the City of Parksville. The above-noted property lies within close proximity to our downtown core, and is accessed by City of Parksville streets.

City of Parksville Council, at the regular meeting of Monday, April 19, 2004, passed a resolution that stated, in part:

"That the application for incorporation of Lot G, District Lot 12, Nanoose District, Plan 30913 [365 Meadow View Place] be supported in principle."

Should you require additional information, please feel free to contact the City Planning Department.

Yours truly,

**RANDY LONGMUIR
MAYOR**

RJL/mgg

c: Director of Community Planning

ATTACHMENT 4

From: Kevin Goldsbury [kevin.midas.nanaimo@shaw.ca]
Sent: Thursday, July 21, 2005 1:11 PM
To: Management, Growth
Subject: urban containment boundary

To whom it may concern

I am a share holder of a piece of property in the linley valley and have owned this property now for over 12 years. I built a house almost the same time right across the street on kenwill drive. We have a five year old boy and we go for walks in the valley there probably weekly. I look at this property like most other non land owners that i would love to see some of this area used for parks etc. I know there isn't much non developed raw land in the middle of the city left for parks. I do think though you the city decision makers need to decide what would be the best use of that property. We had two different developers submit a proposal with the city to put in a golf course, walking trails around it, play grounds for the kids and of course on the hills beside the course were houses. I personally thought this was a great idea, golf courses are picturesque the trails around it would be ideal for walkers, bikers, you name it and the land around it which really is non usable realstate could be developed to help offset the costs and another tax-revenue source for you. T

The last few years i have seen that property deteriorate. People are using it more and more to dump garbage, swamps are deveoping everywhere which now might have to stay. like i said i walk it regularly and very seldom do i see other people using it. I know they do but how many more would use it the other way. Look at whistler they have trails all around there golf courses and i think there great. Gives you something to look at while your walking. Maybe you could connect that trail somehow to departure bay who knows. The point i'm trying to make is that property is a jewel and it needs more consideration. I feel the linley valley should be included in the urban containment boundary. At the end of the day its still you guys that decides what will be done with that land. The city owns i think 250 acres which you could use that and alpine as a park and put the rest to good use. I would love to move there myself, i've been waiting for years. Nows the time to consider something while people are interested in investing in Nanaimo. thanks for listening

Kevin Goldsbury
5379 Kenwill drive
Nanaimo B.C.

ATTACHMENT 5

Manecon Business Strategies Inc
Management and Economic Consultants

July 22 2005

Christina Thomas
Senior Planner, Community Service
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo BC V9T 6N2

PLANNING DEPT

-07- 22 2005

RECEIVED

Dear Ms. Thomas

Thank you for taking time to discuss the process and evolution of the Urban Containment Agreement and some aspects of the Wosk property applications with me. I will continue to explore the economic circumstances surrounding the Wosk property.

With respect to the Urban Containment Agreement, I would like to acknowledge the steps you have taken to include in your proposed revised agreement, the consideration of a selection of economic criteria in decisions regarding the inclusion of land suitable for development. The economic criteria you propose are important, particularly in the context of Central Vancouver Island.

Land use decisions must be focused on the continuing need of communities to accommodate population and economic growth. Those two characteristics are inseparable. As populations grow, so does the need to service them with a variety of initiatives bearing economic implications. Conversely, new economic initiatives provide wealth, cash flow, jobs, education, and further stimulus for the host community.

At this time, and for the foreseeable future, extraordinary "non-conventional" growth continues in certain segments of the population within the jurisdictions of the partners to the Urban Containment Agreement. This growth profile is directly linked to demand for housing and new business development. However, it follows non-traditional conditions.

Established and new economic and community development initiatives point to the importance for several of our communities to continue to focus on economic growth issues. With unusual growth profiles, municipalities must be able to respond quickly to new and changing demands.

There are many examples of the challenges that have eventually faced communities and administrations that have been slower to respond to changing trends than was appropriate to meet unusual growth circumstances. I urge you and your partners to emphasize the importance of innovative and practical planning and land use decisions in light of current and future needs of the population.

Yours truly
MANECON BUSINESS STRATEGIES INC


Richard C. Hudson CMC

c.c.

2937 Dolphin Drive, Nanoose Bay BC V9P 9J4
www.manecon.com - 250 488 1517

ATTACHMENT 6

July 22, 2005

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

Attn.: Christina Thomas, Senior Planner
Re: Urban Containment Implementation Agreement Public Input

The concept of an Urban Containment Boundary (UCB) is a key element in the Regional Growth Management Plan's (RGMP) objective of limiting urban sprawl and protecting rural values. The 6-page Urban Containment Implementation Agreement (UCIA), which is proposed to replace the 14-page Urban Containment and Fringe Area Management Implementation Agreement (UCFAMIA), is a classic case of putting the wolf in charge of the hen-house. It is not possible to have a workable RGMP when each member jurisdiction is put in charge of establishing their own "community needs" and a highly subjective phrase such as "on balance" is used to qualify the criteria terminology, which itself is open to interpretation by each party to the agreement. Two criteria intended to prevent "adverse changes" to the health and on-going viability of sensitive ecosystems and the resource productivity of adjacent lands have also been removed in this revision, in my opinion, further weakening it.

The current UCFAMIA has already been misappropriated in order to extend by 0.5 km the urban sprawl which has come to define the City of Nanaimo. In that instance, a small sub-group of the Intergovernmental Affairs Committee (IAC) decided to arbitrarily change the key definition of "community needs" in the agreement so that, instead of the criteria being about the needs of the community (which couldn't justify the inclusion of the Jeffs' property into the City's UCB), it became about the needs of this particular piece of property for services such as sewer and water. One would perhaps expect this kind of behaviour from some developers but certainly not from the public body which is supposed to govern for the benefit of us all. If this is a precursor to what can be routinely expected with the proposed agreement, we might as well not have a RGMP since it will be impotent.

The only way to control urban sprawl and protect rural values is through a coordinated effort where the various RDN jurisdictions are subject to the strictures of "the greater good" and not in the position of "competing" with one another for development. You cannot have a Regional Growth Strategy (RGS) creating a livable region when each 'fiefdom' in the 'Kingdom' is free to decide where the castle walls end. No reasonable parent would allow their children to decide what they are each having for dinner and then let them make it because they will end up eating empty calories, competing for 'ingredients' and leaving the kitchen in a mess.

Although, contrary to Ms. Thomas' report, it really isn't a change over the existing UCFAMIA, allowing UCB changes to be considered out-of-sync with the RGS means another opportunity for the public to be able to provide timely, meaningful input is made more difficult and will result in applications being received "willy-nilly", with any hopes of coordination and "seeing the big picture" being forfeit. This will end up being just like Nanaimo's OCP amendment process where applications have been accepted mid-stream and almost any old justification/reason is accepted for going against the express will of the people. **You can't do growth management piece-meal and on-the-fly!**

It matters not how many meetings with planning staff of each of the member municipalities your staff has had or how many meetings of the IAC there have been or that

ATTACHMENT 6 (CONTINUED)

someone from the Ministry of Community, Women's and Aboriginal Services facilitated them (they have proven to be as autocratic as anyone), it is clear to me that the intent is to water down the present agreement so that the public will lose even that avenue of protest over your inability/unwillingness to control urban sprawl, as required by the RGMP. This agreement is supposed to protect rural values, yet the Electoral Areas (which could be significantly affected by any failure of the agreement) don't appear to have been part of the consultation process leading up to it – I think that speaks volumes about how much the “member municipalities” really care about the well-being of their neighbours and the livability of their region. Somebody has to be the parent in this relationship, making and enforcing decisions for the benefit of the whole family and jurisdictions, like children, need boundaries (figuratively and literally).

Sincerely,

Hans J. Larsen

ATTACHMENT 7

July 19, 2005

RDN Board of Directors,

It appears the Growth Strategy Plan is being amended, to give more of the decision making to local jurisdictions, with respect to changing Urban Containment Boundaries. The Regional District should gain more control over this area of planning, not less. The Regional District is the only body, including the provincial govt., which has, solely, the interests of the region at heart.

Local jurisdictions, understandably, will, foremost, look after their own local interests. There will always be some local elected officials willing to expand UCB's, and make zoning / planning exceptions for willing developers. All these exceptions add up to urban sprawl.

Lantzville council, for example, is attempting to do just this. The whole concept of the tight village core surrounded by ever increasing lower density has been thrown out the window. Lantzville will become one big homogenized subdivision. Nanaimo, instead of being a compact vibrant city surrounded by a rural getaway, will have a giant subdivision on its doorstep.

What is needed is a strong regional body to oversee the big picture. The Cotswolds region in England attracts many tourists. What is so pleasing about this area, is that the charming cities and villages are all surrounded by pastoral countryside. There is not a hint of urban sprawl. This was achieved by a very strict regional authority.

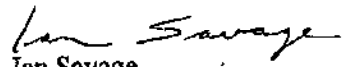
The North Cedar Improvement District may decide to incorporate one day, and then insist, just like Lantzville, on total control over the size and shape of its UCB, resulting in more urban sprawl.

Growth should be encouraged within the cities of Nanaimo, Parksville, and Qualicum. This will keep these cities' downtown areas viable, whereas, if outlying areas are competing for commerce and growth, city cores can wither. Also, these cities will want to have close by, nature getaways for their residents. Every year becomes harder for Surrey residents to "get away from it all".

Surrey and its outlying areas are becoming one indistinguishable large suburb. Cloverdale and White Rock no longer appear to be separate entities. Langley is being blended with Surrey by all the infilling of once rural areas. This is happening because no clear definition was established between population centers and more rural areas.

Some of these residents relocated to places like Nanaimo where there are a variety of nature experiences just minutes away.

There should be a tightening of Regional control over planning, not more devolution to local areas who, understandably, will act out of self interest.


Ian Savage
Lantzville



**REGIONAL
DISTRICT
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Cms
CAO	GM ES
DA CCD	MoF
AUG - 2 2005	
Cow.	

MEMORANDUM

TO: Neil Connelly
General Manager Community Services

DATE: August 1, 2005

FROM: Dennis Trudeau
Manager of Transportation Services

FILE: 0655-20-BCT

SUBJECT: License for Emergency wharf – Gabriola Island

PURPOSE

To obtain Board approval for a 10 year license for emergency wharf facility on Gabriola Island.

BACKGROUND

The residents of Electoral Area B, Gabriola and the Islands, have expressed an interest in developing a medical emergency evacuation system for the island in case of emergencies that occur overnight when the BC Ferry Service is not in operation. In the past, an informal arrangement with BC Ferries would allow the vessel to be staffed in case of an emergency during off-hours. This arrangement is no longer an option; therefore a longer-term, more formalized approach was pursued.

The Gabriola Ferry Advisory Committee met in October of 2002 and at that meeting various options were presented. The Committee considered the options brought forward and passed the following supporting resolution:

That the Gabriola Ferry Advisory Committee support the Island Trustees and Regional Director moving forward to implement the concept of a pedestrian dock at Descano Bay to provide emergency medical access for the residents of Gabriola Island.

Engineering work was carried out to develop plans for the wharf facility from November, 2002 to February, 2003. Survey works and preliminary design of a wharf facility suitable for a large vessel were carried out along with cost estimates. The Nanaimo Port Authority provided details of their service vessel currently providing medical evacuation services. These details were incorporated into the design of the wharf to ensure safe access. A formal application was made to Land and Water British Columbia Inc. in March 2003. Approval for the water lot license has been received.

Land and Water British Columbia Inc. are now prepared to offer a 10 year license for the emergency wharf. (Appendix A) The license will replace the former license No. 110003 which is expiring.

ALTERNATIVES

1. Accept the Land and Water British Columbia Inc. offer of a 10 year license for an emergency wharf facility on Gabriola Island.
2. Do not accept the Land and Water British Columbia Inc. offer of a 10 year license for an emergency wharf facility on Gabriola Island.

FINANCIAL IMPLICATIONS

The total fees payable for this license is \$ 215.07. In subsequent years an estimate of approximately \$7,880 in annual maintenance and operational costs has been projected. These costs include annual safety checks, power costs and general maintenance.

SUMMARY

The RDN has been requested to advance an emergency wharf facility proposal for medical emergency evacuations when the BC Ferries service is not in operation.

Engineering work was carried out to support an application to Land & Water BC for a water lot license. The Land and Water British Columbia Inc. are offering the RDN a 10 year license for an emergency wharf facility in Descano Bay on Gabriola Island.

RECOMMENDATION

That the Land and Water British Columbia Inc. offer of a 10 year license for an emergency wharf facility on Gabriola Island be accepted.



Report Writer



Acting General Manager Concurrence

COMMENTS:



Ministry of Sustainable
Resource Management

Land and Water British Columbia Inc.
Suite 501, 345 Wallace Street
Nanaimo, BC V9R 5B6

Telephone No: 741-5675
Facsimile No: 741-5686

GST Registration No: 122373046

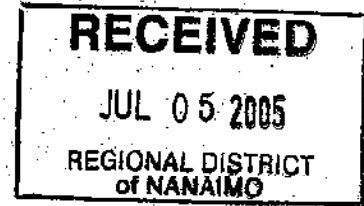
Your contact is: Gary Morley

Our file: 1412163

TENURE OFFER

Date: JUN 29 2005

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



Attention: Mike Donnelly

Dear Mike Donnelly:

Re: Your Application for a Tenure over Crown Land

Your application for a licence for emergency wharf facility for community purposes over:

that part of District Lot 288, together with all that unsurveyed Crown foreshore or land covered by water being part of the bed of Descanso Bay, all within Nanaimo District, containing 0.023 hectares, more or less

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

This is to replace licence No. 110003.

Please be aware that you are required under this license to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you within 45 days of the date of this offer (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us within 45 days from the date of this letter together with all of the following:

Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	1.00
Replacement Fee	*\$	200.00
GST Total	\$	<u>14.07</u>
Total Fees Payable	\$	<u>215.07</u>

* denotes GST payable

Your cheque or money order must be payable to Land and Water British Columbia Inc. and be delivered to Suite 501 345 Wallace Street Nanaimo, BC V9R 5B6. Please quote our file number when sending us your payment.

Insurance

We confirm receipt from you of evidence of self-insurance. Upon request, you must submit to our office proof of continuation of your self-insurance.

The enclosed tenure documents must all be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the licence documents and return them to us within 45 days from the date of this letter (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence

documents and each of the items listed in this section are not returned to us within 45 days from the date of this letter, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the licence do not guarantee that
 - (i) the Land is suitable for your proposed use,
 - (ii) the Land can be built on,
 - (iii) there is access to the Land, or
 - (iv) the Land is not susceptible to flooding or erosion.
- (c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become

part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

A handwritten signature in cursive script, appearing to read "A. Carlson".

Authorized representative

Acceptance of Offer of licence

File No. 1412163

Land and Water British Columbia Inc.
Suite 501 345 Wallace Street
Nanaimo, BC V9R 5B6

Dear Gary Morley:

Re: Application for licence

- I/We accept the offer of licence made to me/us by way of a letter dated _____ from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc. and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- I/We do not accept the offer of licence made to me/us by way of a letter dated _____ from the Ministry of Sustainable Resource Management as represented by Land and Water British Columbia Inc.

DATED the ____ of _____, _____.

Applicant's signature/Applicant's
representative's signature

Applicant's signature/Applicant's
representative's signature

Print name of person signing

Print name of person signing

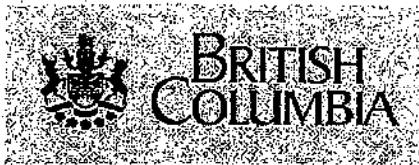
INSTRUCTIONS FOR COMPLETION OF CERTIFICATE OF INSURANCE

The Ministry requires the tenure holder to provide proof that the insurance coverage specified in the tenure document is in place and is maintained under the terms of the tenure agreement. The Certificate of Insurance form has been developed for use by the Ministry when requesting evidence of insurance.

Certificates must be complete and correct. The following will assist when completing the certificate.

1. Briefly describe the operations insured by the policy. This description must **include** the type of operations or purpose to be carried out under the specific tenure.
2. The insurance company and the policy number must be entered.
3. The expiry dates for the policy must be entered.
4. Limits of liability must meet the minimum limits required in the tenure document.

**PLEASE INCLUDE OUR FILE NUMBER
ON ALL CERTIFICATES AND CORRESPONDENCE**



CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
 The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Manager, Consulting and Advisory Services, at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
 Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) LWBC, Nanaimo		AGREEMENT IDENTIFICATION NO. 1412163
PROVINCE'S CONTACT PERSON NAME & TITLE Gary Morley, Portfolio Administrator		PHONE NO (250) 741-5675
		FAX NO (250) 741-5686
MAILING ADDRESS 501 345 Wallace St, Nanaimo BC		POSTAL CODE V9R 5B6
CONTRACTOR NAME Nanaimo Regional District		
CONTRACTOR ADDRESS 6300 Hammond Bay Road		POSTAL CODE V9T 6N2

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKER	ADDRESS	PHONE NO ()
SIGNED BY THE AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)		DATE SIGNED

Licence No.:

File No.: 1412163

Disposition No.: 842514

THIS AGREEMENT is dated for reference November 18, 2005 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

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

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means November 18, 2005;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

that part of District Lot 288, together with all that unsurveyed Crown foreshore or land covered by water being part of the bed of Descanso Bay, all within Nanaimo district, containing 0.023 hectares, more or less

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*);

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate

and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for emergency wharf facility for community purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS**4.1 You must**

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place, anchor, secure or affix any Improvement in, on, to or into the Land except as necessary for the purposes set out in section 2.1 and, despite those purposes, you will not construct, place, anchor, secure or affix anything on or to the Land that may interfere with the riparian right of access of any person over the Land without first obtaining from that person a statutory right of way, in registrable form and in our favour, by which that person allows us to curtail his or her riparian right of access over the Land;

- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances;
- (n) not interrupt passage by the public on foot, over the intertidal portion of the Land;
- (o) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 90 days;
- (p) agree to develop the Land, in a diligent and workmanlike manner, in accordance with the Management Plan held on file at our office;
- (q) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (r) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and

- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (s) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

- 4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

- 5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

- (b) this Agreement is subject to
- (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(r), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described

in subsections (b) and (e);

- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(s)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(s)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(s)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the Improvements;
- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
 - (i) placed with insurers licensed in British Columbia,
 - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
 - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
 - (i) default in the payment of any money payable by you under this Agreement, or
 - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
 - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
 - (c) if you

- (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
- (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

LAND AND WATER BRITISH COLUMBIA INC.
Suite 501 345 Wallace Street
Nanaimo, BC V9R 5B6;

to you

NANAIMO REGIONAL DISTRICT
6300 Hammond Bay Rd
Nanaimo, BC V9T 6N2;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days

after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation;

and

- (b) you diligently attempt to remove the delay.

11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA** by
Land and Water British Columbia Inc.,
authorized representative of the
minister responsible for the *Land Act*

Authorized Signatory of
LAND AND WATER BRITISH COLUMBIA INC.

SIGNED on behalf of
NANAIMO REGIONAL DISTRICT
by its authorized signatories

Authorized Signatory

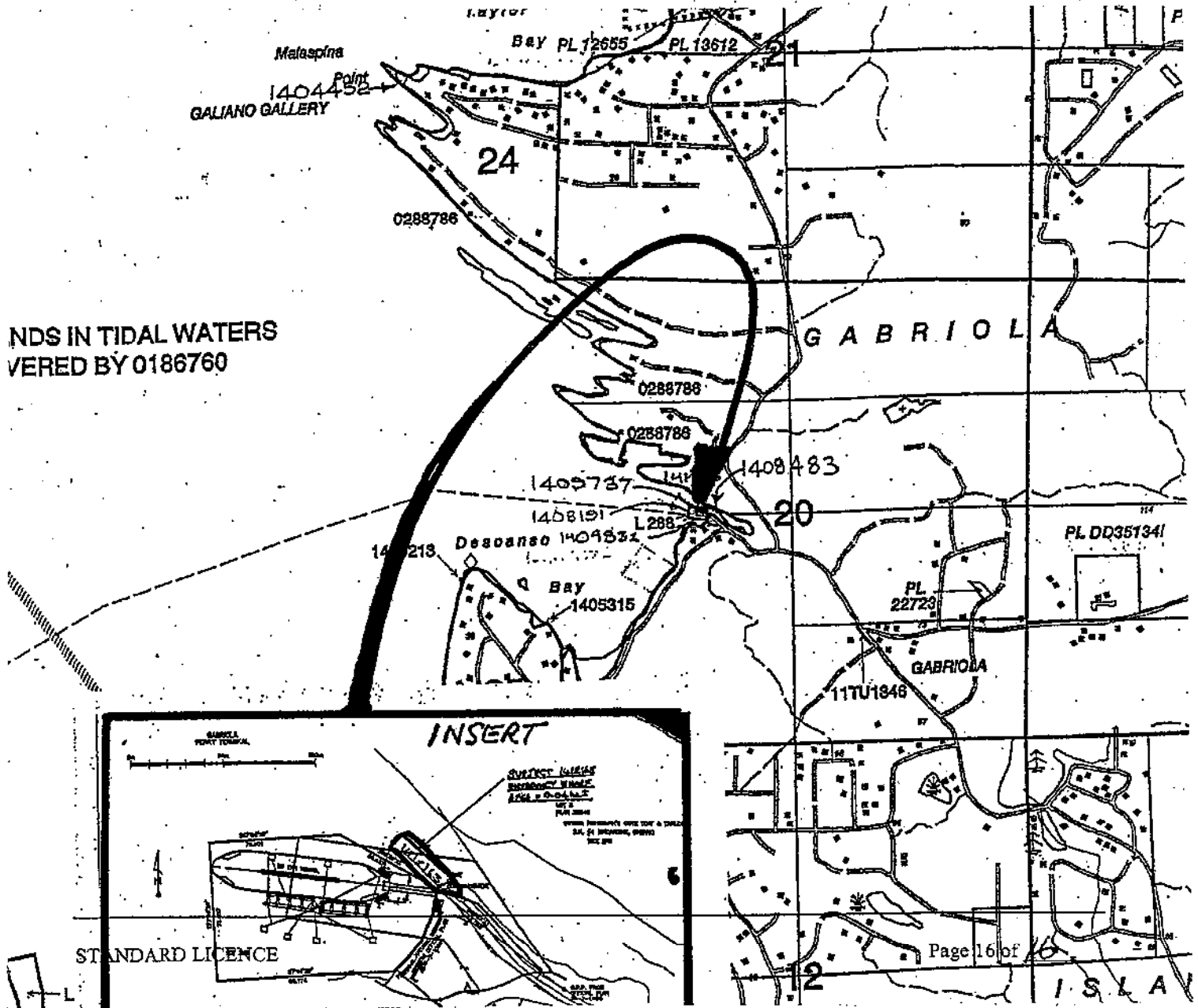
Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

That part of District Lot 288, together with all that unsurveyed Crown foreshore or land covered by water being part of the bed of Descanso Bay, all within Nanaimo district, shown outlined on sketch below, containing 0.023 hectares, more or less.

LEGAL DESCRIPTION SCHEDULE

That part of District Lot 288, together with all that unsurveyed Crown foreshore or land covered by water being part of the bed of Descanso Bay, all within Nanaimo district, shown outlined on sketch below, containing 0.023 hectares, more or less.



STANDARD LICENCE

Page 16 of 16



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
PA CCD	<i>Bo</i>	MoF	
AUG - 3 2005			
<i>cow</i>			

MEMORANDUM

TO: Tom Osborne
A/General Manager Community Services

DATE: August 1, 2005

FROM: Dennis Trudeau
Manager of Transportation Services

FILE: 0655-20-BCT

SUBJECT: New Transit Exchange

PURPOSE

To obtain Board approval for a three year lease of property from the City of Nanaimo for a transit exchange.

BACKGROUND

To accommodate the Nanaimo Center Initiative the downtown transit exchange had to be relocated to Prideaux Street. Staff worked closely with the City of Nanaimo during site selection and construction. The site, which is on City of Nanaimo land, has now been paved, new signs have been posted and shelters have been relocated from the previous exchange location.

Since the lot is owned by the City of Nanaimo, the Regional District of Nanaimo will have to lease the land for the operation of the exchange. In addition to the land, the City of Nanaimo has provided a unit in the building adjacent to the exchange for a respite area for Transit staff.

Staff have discussed lease conditions with City of Nanaimo staff. A lease (Appendix A) has been prepared which reflects those discussions.

The lease is for three years when it is expected that RDN plans for a long-term downtown exchange should be realized.

ALTERNATIVES

1. That the Board accept the City of Nanaimo lease of lands for the operation of the transit exchange.
2. That the Board direct staff to discuss alternative lease arrangements with the City of Nanaimo

FINANCIAL IMPLICATIONS

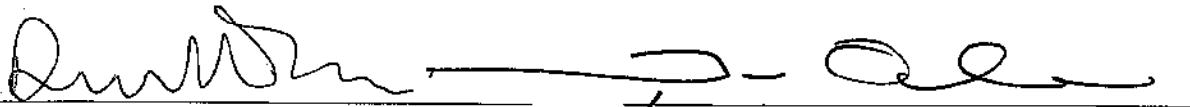
The annual cost for lease is \$29,820 which has been budgeted.

SUMMARY

To accommodate the Nanaimo Center Initiative the downtown transit exchange had to be relocated to Prideaux Street. The land used for the exchange is owned by the City of Nanaimo, therefore a lease has been prepared for its use.

RECOMMENDATION

That the three year lease agreement between the City of Nanaimo and the Regional District of Nanaimo for land to operate a transit exchange be approved.



Report Writer

Approved

General Manager Concurrence

COMMENTS:

APPENDIX "A"

THIS LEASE is dated for reference the ____ day of _____, 2005

BETWEEN:

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

(hereinafter called the "Landlord")

OF THE FIRST PART

AND:

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

(hereinafter called the "Tenant")

OF THE SECOND PART

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

1.0 DEFINITIONS

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

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

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

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

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

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

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

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

2.0 DEMISE AND TERM

- 2.01 The Landlord hereby demises and leases the Leased Premises unto the Tenant to have and to hold from and including the 1st day of June, 2005, for and during the Term of One (1) year, to and including the 31st day of May, 2006 (the "Term") unless sooner terminated as herein provided.
- 2.02 The Landlord and the Tenant each have the option to terminate this Lease Agreement upon six (6) months prior written notice to the other of its intent to do so.

3.0 RENTAL

- 3.01 Rent is:
- (a) Unit 130: Gross Rent at \$3,180.00 per annum or \$265.00 per month plus applicable Goods and Services Tax.
 - (b) Lands: Gross Rent at \$26,640.00 per annum or \$2,220.00 per month plus applicable Goods and Services Tax.
- 3.02 In the event that the rent, or any other sum or sums due to the Landlord hereunder becomes overdue and in arrears, the same shall be deemed to be rent reserved hereunder and the Landlord shall be entitled to all the same remedies with respect thereto that the Landlord has with respect to arrears of rent.

4.0 TENANCY COMMENCEMENT DATE

- 4.01 The Commencement Date is June 1, 2005.

5.0 CONDUCT OF BUSINESS

- 5.01 The Tenant shall not use or occupy the Leased Premises or any part thereof for any purpose other than a transit driver respite area and parking of transit buses.
- 5.02 The Tenant will not erect or place or suffer to be erected or placed or maintain any signs of any nature or kind whatsoever on the exterior walls of the Leased Premises or elsewhere in the Building, without first obtaining the Landlord's

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

6.0 REPAIRS

- 6.01 The Tenant shall at all times during the Term at its own cost and expense repair, maintain and keep the Leased Premises in good order and repair, reasonable wear and tear, and the Tenant shall perform such maintenance, effect such repairs and replacements at its own cost and expense as and when necessary or reasonably required so to do by the Landlord.
- 6.02 The Landlord and any employee, servant or agent of the Landlord shall be entitled at any reasonable time during business hours and during any emergency from time to time to enter and examine the state of maintenance and repair of the Leased Premises, and the Landlord may give notice to the Tenant requiring that the Tenant perform such maintenance or effect such repairs or replacements as may be found necessary from such examination.
- 6.03 No debris, garbage, trash or refuse shall be placed or left in or upon any part of the Building outside of the Leased Premises, but shall be deposited by the Tenant at times and in a manner specifically designated by the Landlord from time to time.
- 6.04 The servants, agents and representatives of the Landlord shall have the right to enter the Leased Premises at all times during business hours upon prior notice being given to the Tenant to make alterations or repairs as they shall deem necessary for the safety or preservation or proper administration or improvement of the Leased Premises, the Building, or any premises adjoining the Leased Premises and at all times to perform the Landlord's obligations hereunder.
- 6.05 In the event of damage to or destruction of the Leased Premises so that the Leased Premises are wholly or partially unfit for the business of the Tenant the Rent provided to be paid hereunder or a proportionate part thereof shall, according to the nature and extent of the damage sustained, be abated until the Leased Premises shall have been rebuilt or made fit for the business of the Tenant.
- 6.06 Notwithstanding Article 6.05, in the event of destruction of the Building or damage to fifty percent or more of the floor area of the buildings forming part of the Building, whether or not the Leased Premises are damaged, the Lease may be terminated at the option of the Landlord by the Landlord giving to the Tenant within thirty days after the occurrence of such damage to or destruction of the building notice in writing of the termination of the Lease and thereupon rental (abated in accordance with Article 6.05) and all other payments for which the Tenant is liable under the Lease shall be apportioned and paid to the date of termination; provided, however, that such termination shall not affect the obligations of the parties arising or existing prior to the date such notice of termination is given.

7.0 ASSIGNMENT, SUB-LETTING

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

8.0 INDEMNIFICATION

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

9.0 TENANT ALTERATIONS

- 9.01 The Tenant may at any time and from time to time at its expense, paint and decorate the interior of the Leased Premises, install trade fixtures and equipment, and make such changes, alterations, additions and improvements in and to the Leased Premises, all as will in the judgment of the Tenant better adapt the Leased Premises for the purposes for which the same are permitted to be used hereunder; provided, however, that no changes, alterations, additions or improvements to the structure, any perimeter wall, the Building front, the fire protection system, the heating, ventilating, air conditions, plumbing, electrical or mechanical equipment or the floor or the roof shall be made without the prior written consent of the Landlord. All changes, alterations, additions or improvements, whether structural or otherwise, shall comply with all applicable statutes, regulations or bylaws or any municipal, provincial or other governmental authority.
- 9.02 The Tenant agrees that at expiration or earlier termination of this Lease all changes, alterations, additions and improvements made to or installed upon or in the Leased Premises whether made pursuant to this Article 9 or otherwise and which in any manner are attached in, to, on or under the floors, walls or ceilings other than tenant's fixtures shall remain upon and be surrendered to the Landlord with the Leased Premises as a part thereof, without disturbance, molestation or injury and shall be and become the absolute property of the Landlord without any payment or indemnity by the Landlord or any third party to the Tenant, unless the Landlord shall by notice in writing require the Tenant to

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

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

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

10.0 PUBLIC UTILITIES AND TAXES

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

10.02 The Tenant shall pay all Municipal Taxes.

11.0 LANDLORD'S RIGHTS AND REMEDIES

11.01 If and whenever:

- (a) The rent hereby reserved or any part thereof, or other sum payable by the Tenant hereunder is not paid on the day appointed for payment thereof, and remains unpaid fourteen days after written notice demanding payment was given by the Landlord to the Tenant;
- (b) The Tenant is in breach of any of the covenants, agreements, provisos, conditions, rules or regulations on the part of the Tenant to be kept, observed or performed and has not cured such breach fourteen days after written notice thereof was given by the Landlord to the Tenant;
- (c) The Term shall be taken in execution or attachment for any cause whatever; or

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

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

- 11.02 If at any time any of the goods and chattels of the Tenant shall be at any time seized in execution or attachment by any creditor of the Tenant; or if a receiver of the Tenant's leasehold interest hereunder is appointed; or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale or become bankrupt or insolvent debts; or, if the Tenant is a corporation any order shall be made for the winding up of the Tenant; or other termination of the corporate existence of the Tenant then in any such case this Lease, shall, at the option of the Landlord, cease and determine and the Term shall immediately become forfeited and void and the then current month's rent and the next ensuing three (3) months' installments of rent shall immediately become due and be paid and the Landlord may immediately claim the same together with any arrears then unpaid any other amount owing to the Landlord by the Tenant under reserve of and without prejudice to all other rights, remedies and resources of the Landlord and the Landlord may without notice or any form of legal process forthwith re-enter upon and take possession of the Leased Premises and become the owner of and remove the Tenant's effects therefrom, any statute or law to the contrary notwithstanding; the whole without prejudice to and under reserve of all other rights and recourse of the Landlord by claim any and all losses and damages sustained by the Landlord by reason or arising from any default of the Tenant.
- 11.03 If at any time and so often as the same shall happen, the Tenant shall make default in the observance or performance of any of the Tenant's covenants herein contain, then the Landlord may, but shall not be obligated so to do, without waiving or releasing the Tenant from its obligations under the terms of this lease, itself observe and perform the covenant or covenants in respect of which the Tenant has made default, and in that connection may pay such Moines as may be required or as the Landlord may reasonably deem expedient, and the Landlord may thereupon charge all Moines so paid out and expended by it to the Tenant together with interest thereon from the date upon which the Landlord shall have paid out the same at the Rate of Interest on Arrears until payment in full thereof to the Landlord, and the Tenant covenants to repay any such Moines paid out by the Landlord as aforesaid, together with interest thereon at the Rate of Interest on Arrears forthwith on demand as rent, and the Tenant hereby covenants any such monies paid out by the Landlord as aforesaid, together with interest thereon at the Rate of Interest on Arrears forthwith on demand as rent, and the Tenant hereby covenants and agrees with the Landlord that the Landlord shall have the same rights and remedies and may take the same steps for the recovery of monies as paid out by the Landlord, together with interest as

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

- 11.04 The Tenant shall pay to the Landlord interest at the Rate of Interest on Arrears on all payments of rent and other sums required to be paid to the Landlord under the provisions of this Lease from the date such money becomes payable hereunder until the Landlord is fully paid therefor.
- 11.05 No condoning, excusing or overlooking by the Landlord or Tenant of any default, breach or non-observance by the Tenant or the Landlord at any time or times in respect of any covenant, proviso, or condition herein contained shall operate as a waiver of the Landlord's or the Tenant's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord or the Tenant herein respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord or the Tenant save only express waiver in writing.
- 11.06 All rights and remedies of the Landlord in this Lease contained, or conferred by statute or common law, shall be cumulative and not alternative.

12.0 OVERHOLDING TENANT

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

13.0 QUIET ENJOYMENT

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

14.0 LEGAL RELATIONSHIP

- 14.01 Nothing contained in the Lease nor in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.
- 14.02 Subject to the provisions of the Lease respecting assignment by the Tenant, this indenture shall enure to the benefit of and be binding upon the Landlord, its

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

15.0 NOTICE

- 15.01 Any notice, demand request, consent or objections required or contemplated to be given or made by any provision of this Lease shall be given or made in writing and may be delivered personally or sent by registered mail posted in Canada, postage prepaid, addressed to the respective parties at the addresses set out above, or to such other address of which any party hereto may from time to time notify the others in writing.
- 15.02 The time giving or making such notice, demand, request, consent or objections shall be if delivered, when delivered, and if mailed in British Columbia, then on the third business day after the day of mailing thereof (Exclusive of Saturdays, Sundays and statutory holidays and any day on which the mail is not, because of labour dispute or otherwise, picked up, transmitted or dealt with in the locality in which the same is posted, or is not, because of labour dispute or otherwise, dealt with or delivered in the locality to which the same is addressed or is not, because of labour dispute or otherwise, transported between such localities.)
- 15.03 If in this Lease two or more persons are named as Tenant such notice, demand, request, consent or object shall be sufficiently given or made if and when the same shall be given to any one of such persons.
- 15.04 All payments required to be made by this Lease shall be addressed as provided for in this Lease Agreement unless otherwise directed by the Landlord.

16.0 GENERAL PROVISIONS

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

17.0 OPTION FOR RENEWAL

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

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

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

SIGNED, SEALED AND DELIVERED)
by the REGIONAL DISTRICT OF NANAIMO)
in the presence of:)

Witness Signature)

Print Name)

Address)

Occupation)

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

Mayor, Gary Korpan)

General Manager of Administrative Services)

(Authorized Signatory)

Print Name: _____

(SEAL)

SCHEDULE "A"

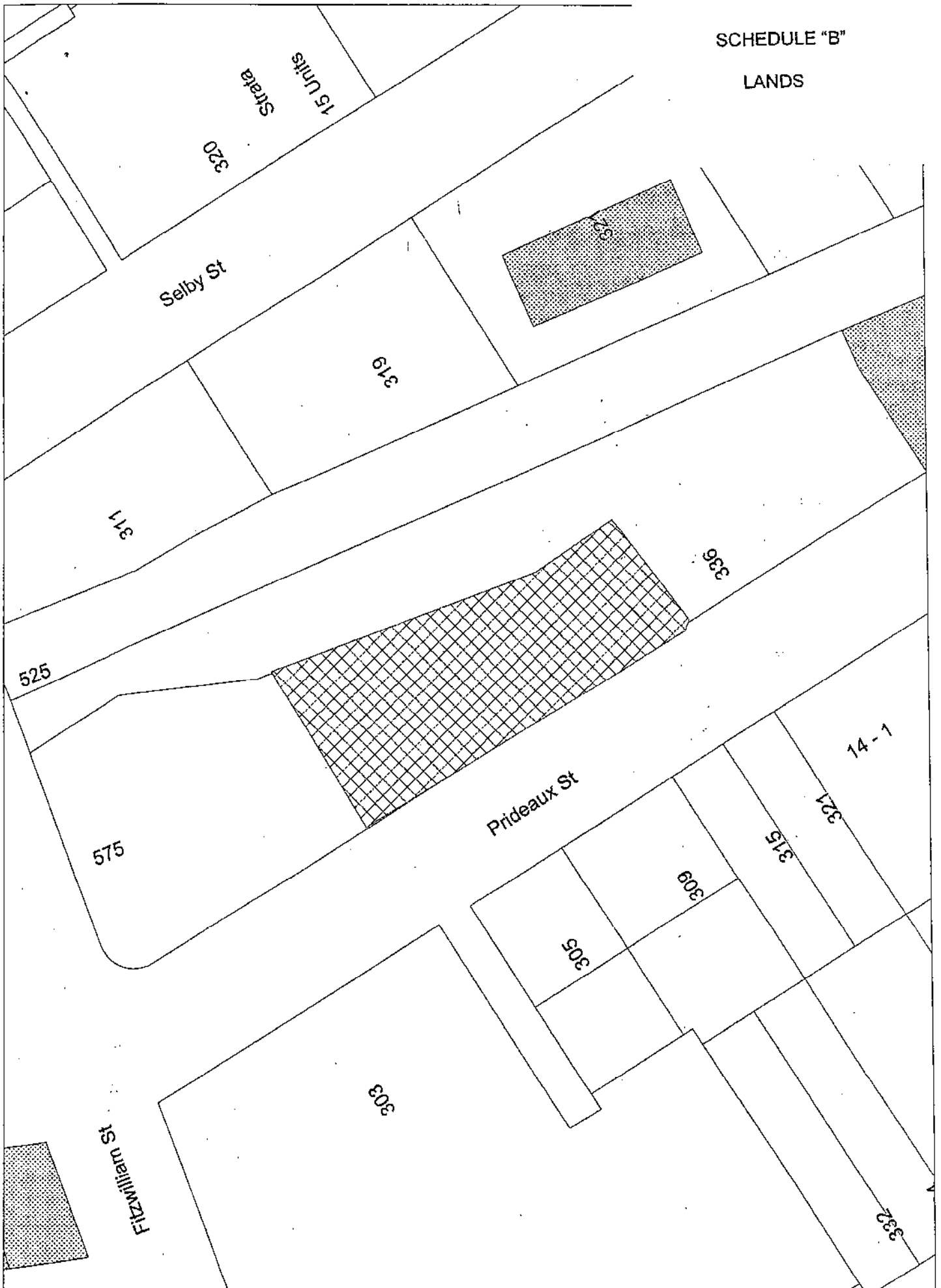
LEGAL DESCRIPTION

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

Attachment: LD001146

SCHEDULE "B"

LANDS





REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>RA</i>	MoF	
AUG - 2 2005			
<i>Cow</i>			
TO: Stan Schopp Manager, Building Inspection Services		DATE:	July 27, 2005
FROM: Allan Dick Senior Building Inspector		FILE:	3810-20
SUBJECT: Section 57 of the Community Charter - Contravention of Bylaw Meeting Date - August 9, 2005			

MEMORANDUM

PURPOSE

To provide for the Committee's review, proposed Section 57 filings on properties which have outstanding occupancy or safety issues that contravene Building Bylaw No. 1250.

BACKGROUND

The individual area inspectors have worked closely with the property owners to resolve outstanding issues prior to the sending of letters. A minimum of two letters addressing deficiencies has been sent to the registered property owners. Where required, the Manager and/or the Senior Building Inspector have been involved with proposed resolutions. At this time we are unable to approve construction at the indicated addresses.

SUMMARY OF INDIVIDUAL INFRACTIONS

Electoral Area D

- Owners Name: Wendy Lynn and Randall Vosper
 Legal Description: Lot 3, Plan 38230, Section 11 & 12, Range 3, Mountain Land District
 Street Address: 3021 Jameson Road
Summary of Infraction:
 June 9, 2005 - Stop Work Order posted
 June 14, 2005 - letter sent via courier; stop work
 July 12, 2005 - 2nd letter sent regarding Stop Work
 July 27, 2005 - message left for owners to contact supervisor regarding filing process
 July 27, 2005 - file forwarded for S57 filing; structures built without building permits including SFD

Electoral Area E

- Owners Name: James Anderson
 Legal Description: Lot 13, District Lot 117, Plan 10367, Nanoose District
 Street Address: 3076 Hillview Road
Summary of Infraction:
 March 2, 2005 - stop work order posted
 March 10, 2005 - letter sent via courier; stop work
 March 14, 2005 - application received for addition to mobile; unable to proceed due to zoning issues
 July 8, 2005 - Supervisor visited site to meet owner; filing process explained
 July 27, 2005 - owner contacted regarding filing process; owner committed to have site surveyed
 July 27, 2005 - file forwarded for S57 filing

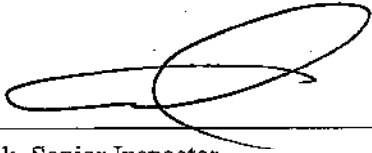
2. Owners Name: Louis Beaudoin
Legal Description: Lot 4, District Lot 137, Plan 29414, Nanoose District
Street Address: 1910 Stewart Road

Summary of Infraction:

April 13, 2005 – letter sent; occupancy permit required
July 4, 2005 – 2nd letter sent by courier; occupancy required
July 25, 2005 – status inspection performed; outstanding safety issues
July 26, 2005 – owner contacted and unwilling to complete at this time; filing process explained
July 27, 2005 – file forwarded for S57 filing – occupying SFD without an occupancy permit

RECOMMENDATION

That a notice be filed against the titles of the properties 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.



Allan Dick, Senior Inspector
Report Writer



Robert Lapham,
Deputy Administrator Concurrence



Stan Schopp, Manager Concurrence

per:

COMMENTS:



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<input checked="" type="checkbox"/>	MoF	
AUG - 2 2005			
(CW)			
DATE:			

MEMORANDUM

TO: Robert Laphan
Deputy Administrator

July 27, 2005

FROM: Wayne Moorman, P.Eng.
Manager of Subdivision & Engineering Standards

FILE: 5320-20-CEVI

SUBJECT: Cedar Sewer Establishing Bylaw

PURPOSE

To consider three readings of the “Cedar Sewer Service Area Establishing Bylaw No. 1445, 2005”.

BACKGROUND

The official community plan for Electoral Area ‘A’ (Bylaw No. 1240, 2001) states that the OCP “supports the development of community sewerage systems to serve the Cedar and Cassidy Urban Containment Boundary Areas to protect the quality of groundwater sources and preserve the rural integrity of the Plan Area”.

In 1998 the RDN completed the North Cedar Sewer Predesign Study; this study was followed in 2001 by the Cedar Village Sanitary Sewer Predesign Study. Both these studies were completed in support of the Electoral Area ‘A’ OCP and Policy 1 in Section 6 of the OCP states, “The community sewer service area is defined by the Urban Containment Boundaries (UCB) as shown on Map No. 1”.

In 1996 the Regional District of Nanaimo established the Duke Point Sewer Local Service Area (BL 1004, 1996) and we took over the ownership and operations of the Duke Point sewage treatment plant (a secondary treatment plant) and Duke Point collection system. In 1998 the RDN formed another local service area with the establishment of the Electoral Area ‘A’ (MacMillan Rd. School) Sewer Local Service Area (BL 1136, 1998) and a sewer force main was extended from the Duke Point sewer collection system to the Cedar Community Secondary School (CCSS) on MacMillan Road, and within the confines of the Cedar UCB area. The sewer force main from CCSS was sized and constructed to ultimately take the entire flow from within the Cedar UCB area.

Currently, the owner of two properties (see attached plan) within the Cedar Village Centre area and just south-east of the 49th Parallel Grocery Shopping Mall has applied to re-zone the property for residential use (current zoning is commercial) and has also requested, by petition, that the property be connected to community sewer. The matter of the re-zoning of the property is being considered by the Planning Department and will be covered in a separate report to the electoral area planning committee. The subject properties are within the UCB and therefore the OCP supports community sewer to the properties.

ALTERNATIVES

1. To introduce the bylaw and give it three readings.
2. Do not approve the bylaw.

FINANCIAL IMPLICATIONS

The inclusion of these properties into the Cedar Sewer Service Area does not impose a financial burden on the RDN. The extension of the sewer system to connect the property to the existing sewer on MacMillan Road will be borne by the property owner/developer as a portion of their development costs. Operating and maintenance costs for the new sewer service area will be recovered through user fees and parcel taxes charged to the benefiting properties within the service area. A portion of the parcel taxes and user fees will be transferred to the Duke Point Sewer Local Service Area to assist in the additional cost of treatment and O & M of the existing system and due to the additional flows into that system.

INTERGOVERNMENTAL IMPLICATIONS

The Duke Point STP and collection system is owned and operated by the RDN but is within the City of Nanaimo and was initially constructed for the benefit of the Duke Point properties. The collection system was expanded in 1998 with the inclusion of CCSS and with approval from the City of Nanaimo. The further expansion of the sewer system to include the Cedar Village Center Area (CVCA) has been reviewed with the City and the City of Nanaimo has approved the connection of CVCA to the Duke Point collection system and treatment plant in principal subject to full cost recovery from the proponents. The Duke Point STP does have capacity to treat the sewage flow from the Cedar Village Center Area.

ENVIRONMENTAL IMPLICATIONS

Currently, sewage generated within the CVCA is treated with on-site ground disposal systems and the OCP has recognized this as a potential threat to the local groundwater. The OCP therefore supports the extension of a community sewer collection and treatment system to service the subject properties.

SUMMARY/CONCLUSIONS

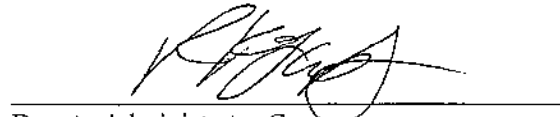
The owner of two properties in the Cedar Village Center Area and within the Urban Containment Boundaries of the Area 'A' OCP has petitioned the RDN to form a sewer local service area and to extend community sewers to the properties. The request is consistent with current policies for sanitary sewer servicing of the area.

The new sewer local service area will be connected to the existing Duke Point Sewer Area and this expansion has been approved by the City of Nanaimo. Costs associated with the new sewer area and installation of works will be borne by the developer with no cost to the RDN. Operating and maintenance costs associated with the new system will be borne by the benefactors or properties within the service area.

RECOMMENDATION

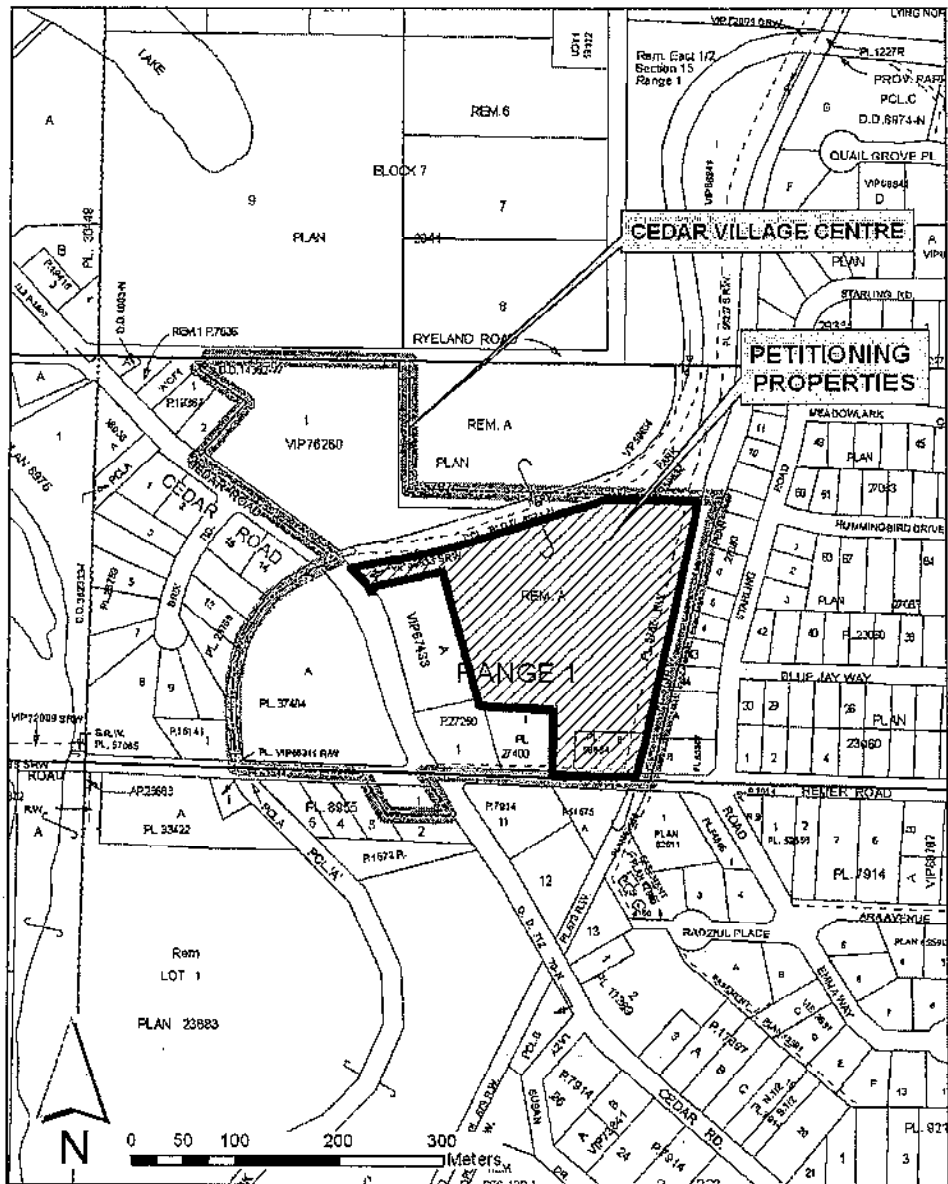
1. That "Regional District of Nanaimo Cedar Sewer Service Area Establishment Bylaw No. 1445, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.


Report Writer


Deputy Administrator Concurrence

COMMENTS:

Attached Plan
 Properties Petitioning in Support of Community Sewer
 Bylaw No. 1445, 2005



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1445

**A BYLAW TO ESTABLISH A SERVICE WITHIN ELECTORAL AREA 'A'
FOR THE PURPOSE OF PROVIDING AND OPERATING FACILITIES
FOR THE COLLECTION, DISPOSAL AND TREATMENT OF SEWAGE**

WHEREAS the Board of the Regional District of Nanaimo may, pursuant to Section 796 of the *Local Government Act*, operate any service that the Board considers necessary or desirable for all or a part of the Regional District;

AND WHEREAS owners of parcels in a portion of Electoral Area 'A' have petitioned the Regional District pursuant to Section 797.4 of the Act to establish a service for the purpose of providing and operating facilities for the collection, disposal and treatment of sewage;

AND WHEREAS the petitions have been judged sufficient pursuant to Section 797.4(4) of the Act;

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

1. A service to be known as the Cedar Sewer Service Area is hereby established to construct, acquire and do all things necessary to provide and operate facilities for the collection, disposal and treatment of sewage.
2. The boundaries of the service area are shown in heavy outline on Schedule 'A' attached to and forming part of this bylaw (Remainder Lot A, Plan VIP57874, Section 14, Range 1, Cedar Land District and Lot 6, Plan VIP59634, Section 14, Range 1, Cedar Land District).
3. The sole participating area in the service is Electoral Area 'A'.
4. The entire cost of providing the service established by this bylaw shall be borne by the owners of land within the service area and may be recovered pursuant to Section 803 of the Act by one or more of the following:
 - (a) property value taxes imposed in accordance with Division 4.3;
 - (b) fees and other charges imposed under Section 363;
 - (c) revenues raised by other means authorized under this or another Act;
 - (d) revenues raised by way of agreement, enterprise, gift, grant or otherwise.

5. The maximum amount that may be requisitioned for this service shall be the greater of:
 - (a) the sum of Sixty Five Thousand Dollars (\$65,000); or
 - (b) the product obtained by multiplying the net taxable value of land and improvements within the service area by a property tax value rate of \$13.54 per thousand dollars of assessment.

6. This bylaw may be cited for all purposes as "Cedar Sewer Service Area Establishment Bylaw No. 1445, 2005".

Introduced and read three times this 23rd day of August, 2005.

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

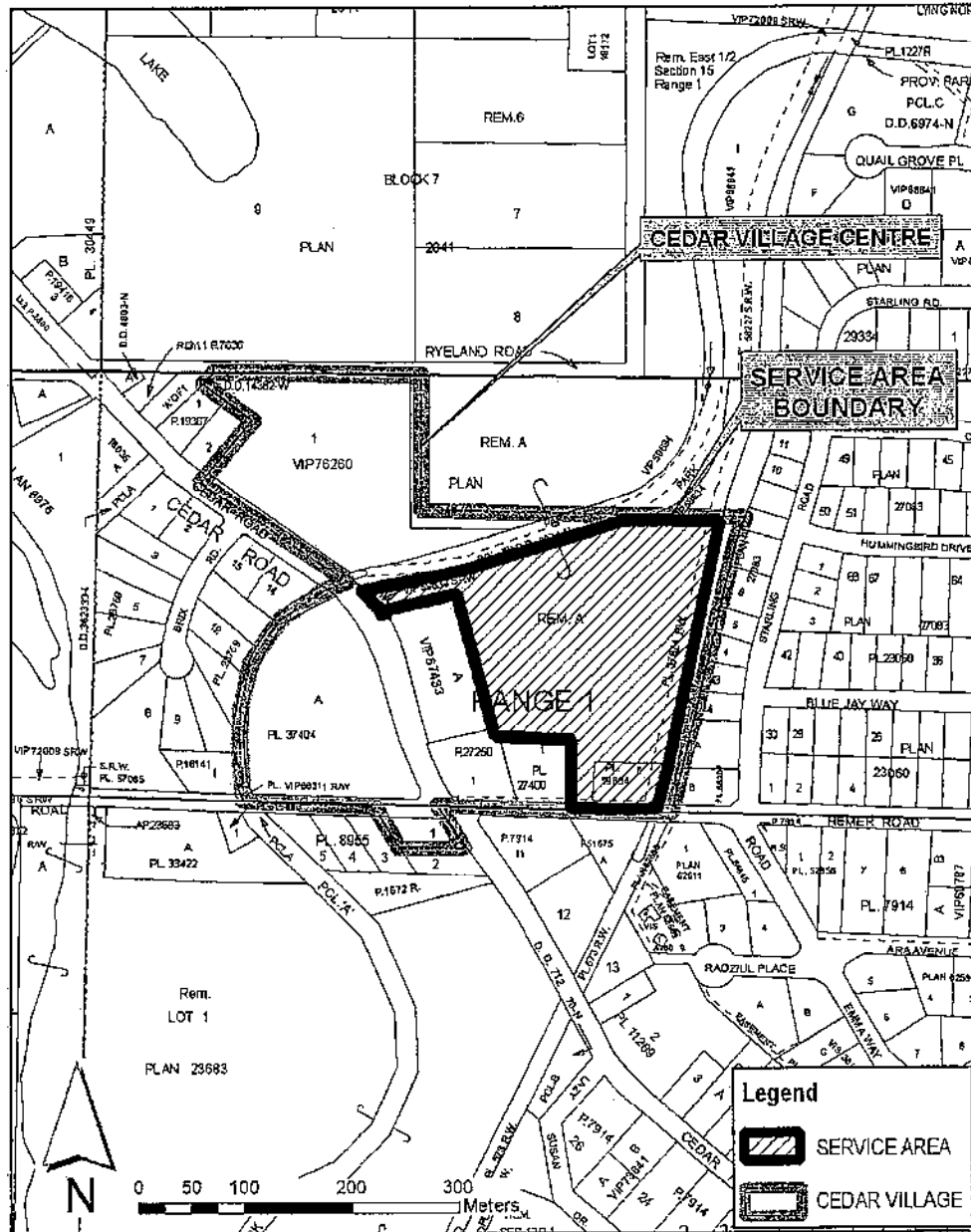
Adopted this ____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

Schedule 'A' to accompany "Cedar Sewer Service Area Establishment Bylaw No. 1445, 2005"

Chairperson



BCGS Map Sheet No. 32G.001.4.3

Deputy Administrator



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>WZ</i>	MoF	
AUG - 2 2005			
<i>CoW.</i>			

MEMORANDUM

TO: Robert Lapham
Deputy Administrator

DATE: July 27, 2005

FROM: Wayne Moorman, P.Eng.
Manager of Subdivision and Engineering Standards

FILE: 5320-20-CEVI

SUBJECT: Cedar Sewer Service Area Capital Charge and Development Cost Charge Bylaws

PURPOSE

To consider three readings of a Capital Charge bylaw and a Development Cost Charge bylaw for the Cedar Sewer Service Area.

BACKGROUND

The Regional District of Nanaimo has received a petition to establish a new Cedar Sewer Service Area to service the Cedar Village Center area. This service area is being established to permit a land owner/developer to service two properties with community sewer within the village centre.

The servicing of the two properties within the village center and the construction of sewer lines from the properties to the existing sewer main on MacMillan Road will permit other properties along the sewer line alignment to connect to the sewer. These properties, if permitted connection, will be connecting to existing infrastructure in Duke Point that has been paid for over time by others. It is only equitable that new properties connecting to the existing infrastructure pay a reasonable amount towards the cost of these existing works. The recovery of these costs is available through capital charges and the relevant Capital Charge Bylaw. Staff has reviewed the situation and has determined that a reasonable cost to be charged is \$1,685 for each equivalent single family unit or lot.

Development or subdivision of properties within the Cedar Sewer Service Area will burden the existing Duke Point sewage treatment plant and in time the plant will require expansion to meet the increased flows and the necessary treatment of influent. Some of the cost of this plant expansion will be paid for by existing benefactors but much of the cost should be borne by new development. The recovery of these expansion costs is available through development cost charges and the relevant Development Cost Charge Bylaw. Staff has reviewed the situation and has determined that DCC's should be charged at \$1,685 per new lot or equivalent single family unit being created.

ALTERNATIVES

1. Approve the bylaws.
2. Do not approve the bylaws.

FINANCIAL IMPLICATIONS

1. Capital Charge Bylaw – there are no financial implications to the RDN on the matter of capital charges. If approved capital charges collected from Cedar will be paid to the Duke Point Sewer Service Area (other revenue) and this may reduce the parcel taxes and user fees that are charged to the properties within that service area. Not imposing capital charges will prevent this additional revenue from going to the DPSSA and thus parcel taxes and user fees will increase over time.
2. Development Cost Charge Bylaw – there are no financial implications to the RDN on the matter of DCC's. If DCC's are collected from new subdivision and or development then future costs for the Duke Point sewage treatment plant expansion should be paid mostly from DCC funds. If DCC's are not collected then future plant expansion will be paid for entirely by the properties within the Cedar Sewer Service Area.

SUMMARY/CONCLUSIONS

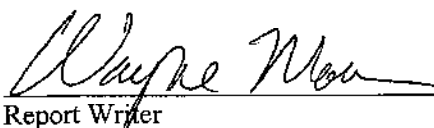
The Regional District of Nanaimo has established the Cedar Sewer Service Area to ultimately service properties within the Cedar Urban Containment Boundary and as defined in the Area 'A' OCP. This system will connect to the Duke Point Sewer Service area for ultimate treatment and disposal of the waste.

Properties adjacent to the sewer infrastructure may apply to be included in the service area and will benefit from existing infrastructure at Duke Point. To be equitable, these properties requesting inclusion should pay towards the cost of the existing Duke Point infrastructure which has been paid for by the benefactors of that system. Staff has determined that this cost can be recovered through a Capital Charge Bylaw and the amount has been determined to be \$1,685 for each equivalent single family unit or lot.


Development or subdivision of properties within the Cedar Sewer Service Area will burden the existing Duke Point sewage treatment plant and in time it will need expanding to meet the increasing flow. A large portion of the cost of this plant expansion can be recovered from new development. Staff has determined that this cost can be recovered through a Development Cost Charge Bylaw and the amount has been determined to be \$1,685 per new lot or equivalent single family unit being created.

RECOMMENDATION

1. That "Regional District of Nanaimo, Cedar Sewer Service Area Capital Charge Bylaw No. 1446, 2005" be introduced for first three readings.
2. That "Regional District of Nanaimo, Cedar Sewer Service Area Development Cost Charges Bylaw No. 1447, 2005 be introduced for first three readings and forwarded to the Inspector of Municipalities for approval.



 Report Writer



 Deputy Administrator Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1446

A BYLAW TO IMPOSE A CAPITAL CHARGE WITH RESPECT TO THE CEDAR SEWER SERVICE AREA

WHEREAS the Board of the Regional District of Nanaimo established by "Cedar Sewer Service Area Bylaw No. 1445, 2005", a service to provide and operate facilities for the collection, disposal and treatment of sewage;

AND WHEREAS the Cedar Sewer Service Area has been granted a connection to the wastewater treatment and collection system located within the boundaries of the Duke Point Sewage Local Service Area and as a result, the facilities within the Duke Point Sewage Local Service area have been improved to provide wastewater treatment services for the Cedar Sewer Service Area at the cost of the lands within the Cedar Sewer Service Area;

AND WHEREAS Section 363 of the *Local Government Act* authorizes a Board, by bylaw, to impose a fee or charge in respect of all or part of a service of the Regional District;

AND WHEREAS the Board wishes to impose a charge on new properties added to the Cedar Sewer Service Area as a contribution to the cost of improvements to the wastewater treatment facilities;

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

1. In this Bylaw:

"**Capital Charge**" means the charge imposed under Section 2 of this bylaw.

"**Equivalent Single Family Unit**" means:

- (a) in relation to the residential use of land, each dwelling unit on a parcel of land;
- (b) in relation to uses other than residential means the number determined by the Manager of Engineering Standards and Subdivision giving regard to the maximum estimated sewage flows from the property.

"**Lot**" means a parcel created by registration of a subdivision under the *Land Title Act* (British Columbia) or the Bare Land Strata Regulation under the *Strata Property Act* (British Columbia).

2. A capital charge is hereby imposed on each Lot included within the service area after the date of the adoption of this bylaw.
3. A capital charge is hereby imposed on each Equivalent Single Family Unit that exists on a property or that may be constructed on a property after inclusion in the service area as may be permitted under the regulations of the Zoning Bylaw applicable to the Lot as of the date of its inclusion in the Cedar Sewer Service Area.

4. The capital charge shall be the rate of \$1,685 for each Equivalent Single Family Unit or Lot.
5. The capital charges established by this bylaw are collected for the purpose of recovering the costs of improving wastewater treatment facilities within the Duke Point Sewage Local Service Area which are available to properties within the Cedar Sewer Service Area.
6. The capital charges established in this bylaw shall be paid at the time of an application for inclusion of a Lot within the Cedar Sewer Service Area and no boundary amendment bylaw may be adopted until the capital charges have been paid in full.
7. This bylaw may be cited for all purposes as "Cedar Sewer Service Area Capital Charge Bylaw No. 1446, 2005".

Introduced and read three times this 26th day of July, 2005.

Adopted this 26th day of July, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1447

**A BYLAW TO IMPOSE DEVELOPMENT COST CHARGES
WITHIN THE CEDAR SEWER SERVICE AREA**

WHEREAS the Board may, pursuant to Section 933 of the *Local Government Act*, impose development cost charges under the terms and conditions of that section;

AND WHEREAS development cost charges may be imposed for the purpose of providing funds to assist a Regional District to pay the capital cost of providing, constructing, altering or expanding wastewater treatment facilities, including treatment plants, trunk lines, pump stations and other associated works in order to serve, directly or indirectly, the development for which the charges are imposed;

AND WHEREAS the Cedar Sewer Service Area has been granted a connection to the wastewater treatment and collection system located within the boundaries of the Duke Point Sewage Local Service Area and as a result, the facilities within the Duke Point Sewage Local Service Area will be expanded to provide wastewater treatment services for the Cedar Sewer Service Area;

AND WHEREAS in establishing the development cost charges under this bylaw, the Board has considered the future land use patterns and development, and the phasing of works and services within the boundaries of the Cedar Sewer Service area and its impact on the facilities within the Duke Point Sewage Local Service Area;

AND WHEREAS the Board is of the opinion that the development cost charges imposed under this bylaw:

- (a) are not excessive in relation to the capital costs of prevailing standards of service,
- (b) will not deter development, and
- (c) will not discourage the construction of reasonably priced housing or the provision of reasonably priced serviced land,

within the Cedar Sewer Service Area.

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

1. INTERPRETATION

In this bylaw:

"Assisted living" means a building or buildings used for multiple family residential use, where there may be common facilities and a cafeteria or eating area, but where residents are ambulatory and live in private rooms or units which can be locked and which are not automatically accessible to care staff.

"Building" means any structure and portion thereof, including mechanical rooms, that is used or intended to be used for the purpose of supporting or sheltering any use or occupancy.

"Commercial Use" means the use of land or buildings for any retail, tourist accommodation, restaurant, personal or professional services, commercial entertainment or commercial recreational use, and any other business use which is not an industrial or institutional use.

"DCC" means a development cost charge.

" Dwelling Unit " means one self-contained unit with a separate entrance intended for year-round occupancy, and the principal use of such dwelling unit is residential, with complete living facilities for one or more persons, including permanent provisions for living, sleeping, cooking and sanitation.

"Equivalent Single Family Unit" means:

- (a) in relation to the residential use of land, each dwelling unit on a parcel of land;
- (b) in relation to uses other than residential , the number determined by the Manager of Engineering Standards and Subdivision giving regard to the maximum estimated sewage flows from the property.

"Gross Floor Area" means the total of the horizontal areas of all floors in a building, including the basement, measured to the outside of the exterior walls of the building.

"Industrial Use" means the use of land or buildings for any manufacturing, processing, repair, storage, wholesaling or distribution of goods.

"Institutional Use" means the use of land or buildings for any school, hospital, correctional facility, care facility, or for the purpose of a public body or publicly regulated utility, but does not include "assisted living" uses.

"Lot" means a parcel created by registration of a subdivision under the *Land Title Act* (British Columbia) or the Bare Land Strata regulation under the *Strata Property Act* (British Columbia).

"Mobile Home Park" means an unsubdivided parcel of land, not subdivided pursuant to the *Strata Property Act* and amendments thereto, on which are situated three or more mobile homes for the purpose of providing residential accommodation, but specifically excludes a hotel.

"Multiple Family Residential" means a building or buildings containing two or more dwelling units on a parcel and includes row housing, cluster housing, townhouses, apartment and "assisted living" uses.

2. This bylaw applies within the Cedar Sewer Service Area.

3. **CHARGES**

Every person who obtains:

- a) approval of the subdivision for any purpose of a parcel of land under the *Land Title Act* or the *Strata Property Act* which creates fee simple or bare land strata lots;
- b) a building permit authorizing the construction, alteration or extension of a building that will, after the construction, alteration or extension, be put to no other use other than the residential use in those dwelling units,
- c) a building permit for any new floor area which has a construction value in excess of \$50,000.00,

shall pay, at the time of the approval of the subdivision or the issuance of the building permit, the applicable development cost charges as set out in Schedule 'A' attached to and forming part of this bylaw.

4. The charges outlined on Schedule 'A' will apply to properties outlined on Schedule 'B', attached to and forming a part of this bylaw and will be held solely to pay the capital cost of providing, constructing, altering or expanding wastewater treatment facilities, including treatment plants, trunk lines, pump stations and other associated works within the Duke Point Sewage Local Service Area.
5. The charges outlined on Schedule 'A' will be based on the actual use of the building, not the zoning category of the property; and
 - a) where there is more than one use, each use is subject to the charge based on the actual use and there may be more than one category applied per building.
 - b) mezzanines, storage or similar areas within a building are subject to development cost charges based on the same use that the majority area of the building contains.
 - c) where a building is vacant and its future use cannot be determined, development cost charges are payable in accordance with the zoning category for the land upon which the building is situated.

6. **EXCEPTIONS**

Section 2 does not apply to a subdivision or building in respect of which the imposition of a development cost charge is prohibited by statute.

7. **GRACE PERIOD**

The effective date of the rates contained within this bylaw will be 30 calendar days after the date of adoption.

8. **REMAINDER OF BYLAW TO BE MAINTAINED INTACT**

In the event that any portion of this bylaw is declared ultra vires, such portion shall be severed from this bylaw with the intent that the remainder of this bylaw shall continue in full force and effect.

9. **TITLE**

This bylaw may be cited for all purposes as "Cedar Sewer Service Area Development Cost Charges Bylaw No. 1447, 2005".

Introduced for first three readings this 26th day of July, 2005.

Approved by the Inspector of Municipalities this ____ day of _____ 2005.

Adopted this ____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator

SCHEDULE 'A'

Development Cost Charges for Wastewater Treatment/Sanitary Sewer Works and Services

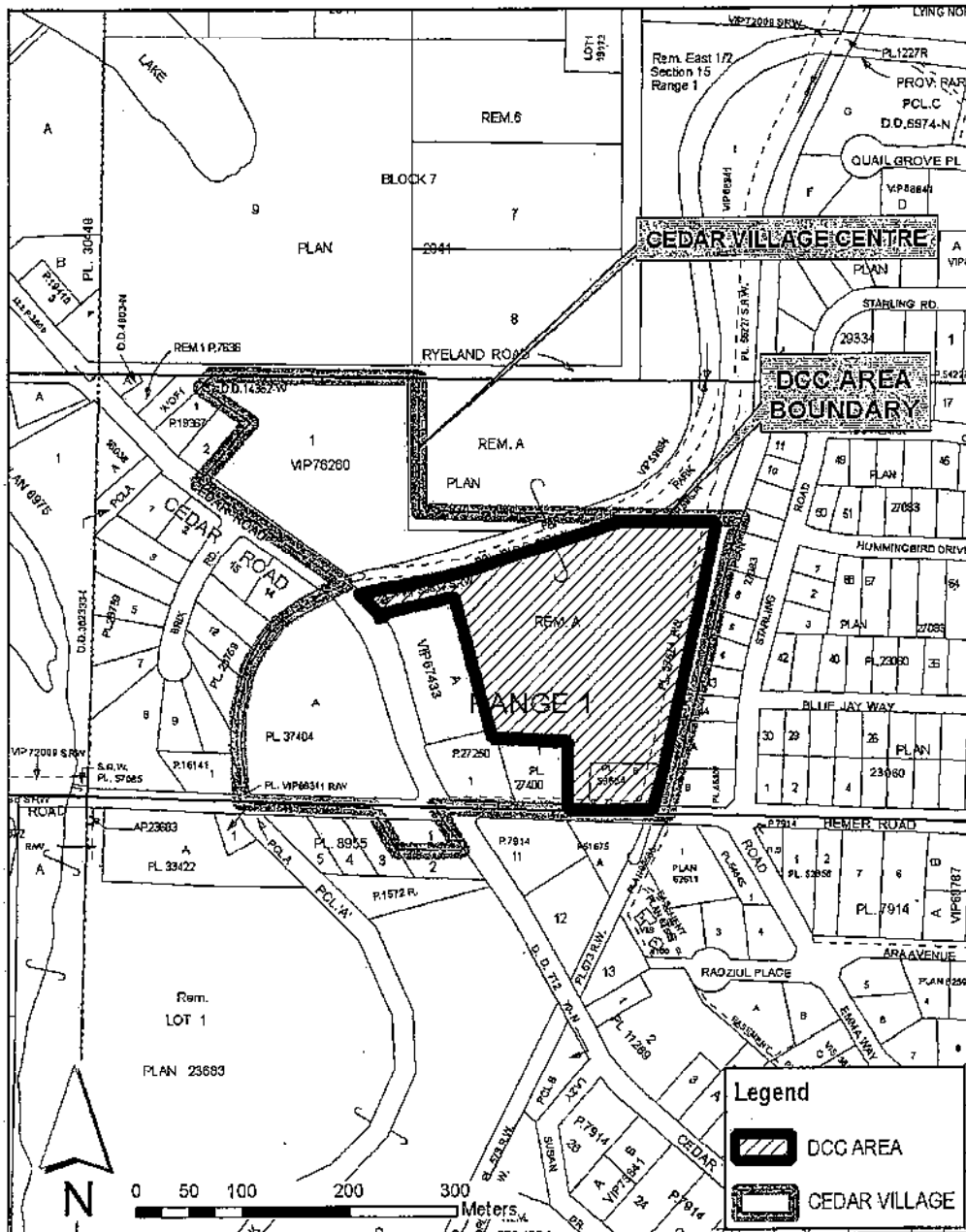
1. Pursuant to Section 2 of this bylaw, development cost charges shall be levied in those areas that will be serviced by wastewater treatment/sanitary sewerage works and services as outlined on the map attached hereto as Schedule 'B'.
2. The assist factor for wastewater treatment/sanitary sewerage works and services shall be 1%.
3. All charges shall be paid in full prior to the approval of a subdivision or building permit unless paid by way of installments in accordance with BC Reg 166/84.
4. The Development Cost Charge Schedule is as follows:

Category	Subdivision	Building Permit
Single Family unit equivalent	\$1,685 per lot being created or Equivalent Single Family Unit	\$1,685 per residential unit constructed
Multi-Family		\$1,685 per residential unit constructed
Commercial		\$1,685 Equivalent Single Family Unit
Industrial (all uses except Airport)		\$1,685 Equivalent Single Family Unit
Institutional		\$1,685 Equivalent Single Family Unit

Schedule 'B' to accompany "Cedar Sewer Service Area Development Cost Charge Bylaw No.1447, 2005"

Chairperson

Deputy Administrator



BCGS Map Sheet No. 92G.001.4.3



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>[initials]</i>	MoF	
AUG - 2 2005			
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MEMORANDUM

TO: R. Lapham
Deputy Administrator

DATE: July 26, 2005

FROM: W. Thexton
Acting Manager, Financial Services

FILE:

SUBJECT: Operating Results to June 30, 2005

PURPOSE

To present a summary of the operating results for the period ending June 30, 2005.

BACKGROUND

The quarterly operating statements for the period January 1st to June 30th, 2005 for the Regional District are attached as appendices to this report. The schedules attached include:

- Appendix 1 Overall Summary by Division
- Appendix 2 Summary of Total Revenues/Total Expenditures by Department
- Appendices 3-6 Departmental Details by Division

The statements include actual cash transactions to June 30th, with the exceptions of property taxes and debt payments, which are accrued monthly, and prior year surpluses (deficits), which are recorded in full at the beginning of the year. Assuming an even distribution of revenues and expenses throughout the year, the proportion of revenues and expenditures to date (the 'benchmark') would be approximately 50% of the budgeted amounts for the year.

It should be noted that overall expenditures are generally below the benchmark at this time of the year because reserve fund transfers, other agency transfers and most capital expenditures are mainly incurred in the latter half of the year, after tax requisition funds have been received in August.

Overall Summary by Division (Appendix 1)

This summary provides an overview of the year to date results, at an organizational level. Property tax revenues are actually received in August but accrued monthly and are therefore at the expected 50% benchmark. 'Grants/Operating/Other' revenues are at 56% overall, due in part to the fact that annual user fee billings for Sewer and Garbage/Recycling Collection services and the semi annual billing for Water services have now been recorded.

Total Expenditures are at 39%. The largest significant contributor to this 'lower than benchmark' result is the Capital Expenditure category (9%). Wage & Benefit costs are at 49% of budget overall. Individual line item expenditure variances will be discussed later in the Departmental Details by Division section of this report.

Summary of Total Revenues/Total Expenditures by Department (Appendix 2)

This schedule lists the total year to date revenues and expenditures for functions within each organizational division. It is helpful in identifying at a glance the overall benchmark performance of an individual function.

Departmental Details by Division

Appendices 3 to 6 provide a more detailed financial picture for each individual function within the organizational divisions.

Community Services Division (Appendices 3 and 3A)

Operating revenues results for the Regional Parks (92%) function are well above benchmark, as the budgeted infrastructure grant for the Top Bridge project (\$260,000) has now been received. The Regional Parks expenditures are at the benchmark (49%). The 'Transfer to Other Governments' expenditure (100%) of \$320,000, in part a result of the \$300,000 purchase of 'Block 602' parkland in Electoral Area G, has been offset by a low capital expenditure to date (1%). Bridge crossing project costs, including the \$390,000 budgeted for the Top Bridge, have not yet been expended.

Grants/Operating/Other Revenues for all other recreation functions are close to or exceed the 50% benchmark. On the expenditure side, the recreation programming and facilities operations remain below the benchmark due to seasonal factors. The Oceanside Place Multiplex \$212,250 'Transfer to Reserve Fund' amount is in fact a transfer to the Capital & Loan Fund that is being set aside to pay down a portion of the outstanding principal on the short term loan on the next refinancing date. This pay down has been budgeted in the 'Debt Financing – Principal' category.

Grants/Operating/Other Revenues for the Southern Community and Northern Community Transit services are at 52% (Appendix 3A), slightly above the 50% benchmark. Overall expenditures (48%) are slightly below the benchmark.

Corporate Services (Appendix 4)

Grants/Operating/Other Revenues in Corporate Services are above the budget benchmark at 54%, or 61% when Municipal Debt Transfers are excluded. Such revenues for Fire Departments (1040%) far exceed the benchmark due to a transfer of reserve funds of \$219,000 from the Bow Horn Bay Fire Dept to the Regional District.

Overall expenditures for this division are at 48% of budget. The 'Transfer to Reserve Fund' category (48%) appears to be close to the benchmark. This is due to the large unbudgeted transfer of funds from Bow Horn Bay Fire mentioned previously. The budgeted \$200,000 transfer to reserves in the Administration function will be made in August.

Development Services (Appendix 5)

Planning services Grants/Operating/Other Revenues (63%) are above benchmark due in part to increased zoning and subdivision application fees. Building Inspection services revenues (58%) have recently improved to above benchmark with increased building permit fee revenues (57%) of \$479,623. Emergency Planning revenues (100%) are above benchmark due to receipt of a \$10,000 'Tsunami Preparedness Program' grant from the Province.

Overall expenditures for this division are at 41% of budget due to Capital Expenditures (16%) and Professional Fees (32%). These categories tend to be expended later in the year.

Environmental Services (Appendix 6)

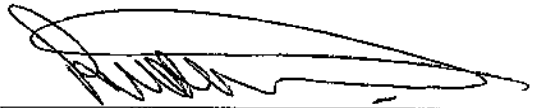
Overall Grants/Operating/Other Revenues in Environmental Services (56%) are above the budget benchmark as the annual billing for Sewerage Collection (113%) and Garbage Collection/Recycling services (92%) have been completed as well as the spring billing for Water Supply (36%) services. Liquid Waste Management Grants/Operating/Other Revenues (16%) remain lower than the benchmark because development cost charge reserves (5%) have not yet been recognized as a source of funds for planned capital projects at the French Creek Pollution Control Center. This revenue source is tied to the actual expenditures for these projects. These and most other Environmental Services capital projects, particularly in Solid Waste Management (4%) and the Nanaimo Pollution Control Center (5%), are expected to be spent later in the year. Capital Expenditures (6%) for this division are well below the benchmark for this reason. Overall expenditures (33%) for the division are within expectations for the first half of the year.

SUMMARY

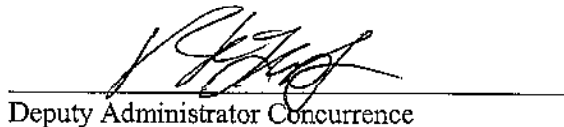
The attached appendices reflect the operating activities of the Regional District recorded up to June 30, 2005. Appendix 1 summarizes the overall results across the organization. To date 60% of budgeted revenues and 39% of budgeted expenditures have been recorded. Grants/Operating/Other Revenues (55%) are higher than the benchmark in all four divisions for the reasons outlined above. Total expenditures (39%) are lower overall due to the timing of recording reserve fund transfers (28%) and the commencement of capital projects (9%).

RECOMMENDATION

That the summary report of financial results from operations to June 30, 2005 be received for information.



Report Writer



Deputy Administrator Concurrency

COMMENTS:



	COMMUNITY SERVICES			CORPORATE SERVICES			DEVELOPMENT SERVICES			ENVIRONMENTAL SERVICES			TOTAL REVENUE FUND		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES															
TAX REQUISITION	\$4,453,860	\$8,907,700	50%	\$1,946,754	\$3,893,495	50%	\$631,926	\$1,263,860	50%	\$4,847,934	\$9,695,855	50%	\$11,880,474	\$23,760,910	50%
GRANTS/OPERATING/OTHER	\$4,988,812	\$8,467,556	54%	1,377,124	2,259,345	61%	746,396	1,355,750	55%	6,748,839	12,013,131	56%	\$13,461,171	\$24,095,782	56%
RETAINED EARNINGS	\$1,269,995	\$1,195,992	106%	828,807	828,790	100%	1,688,276	1,688,265	100%	3,870,503	3,870,480	100%	\$7,657,581	\$7,583,527	101%
TOTAL REVENUES	10,312,667	18,571,248	56%	4,152,685	6,981,630	59%	3,066,598	4,307,875	71%	15,467,276	25,579,466	60%	32,999,226	55,440,219	60%
EXPENSES															
OFFICE OPERATING	\$948,666	\$1,944,536	49%	\$383,731	\$789,511	49%	\$198,454	\$500,090	40%	\$632,376	\$1,279,955	49%	\$2,163,227	\$4,514,092	48%
COMMUNITY GRANTS	17,323	75,000	23%	7,500	43,475	17%	0	0	0	0	0	0	\$24,823	\$118,475	21%
LEGISLATIVE	0	0	0	100,955	248,965	41%	0	0	0	0	0	0	\$100,955	\$248,965	41%
PROFESSIONAL FEES	57,885	253,490	23%	41,511	264,995	16%	104,906	325,110	32%	219,353	981,175	22%	\$423,655	\$1,824,770	23%
BUILDING OPS & MAINT	250,182	727,991	34%	82,456	238,715	35%	18,705	48,600	38%	107,290	369,034	29%	\$458,633	\$1,384,340	33%
VEHICLE OPS & MAINT	1,073,379	2,516,429	43%	125,592	153,206	82%	21,557	32,135	67%	447,357	983,856	45%	\$1,667,865	\$3,685,625	45%
OTHER EQUIPMENT OPS & MAINT	30,547	65,275	47%	38,413	128,420	30%	4,353	15,760	28%	0	0	0	\$73,313	\$209,455	35%
OTHER OPERATING	108,443	304,936	36%	8,623	94,600	9%	56,159	190,905	29%	2,795,501	7,520,018	37%	\$2,968,726	\$8,110,459	37%
WAGES & BENEFITS	4,248,366	8,494,525	50%	749,615	1,555,705	48%	832,060	1,757,066	47%	1,949,820	3,940,567	49%	\$7,779,861	\$15,747,863	49%
RECREATION PROGRAMS	57,736	247,550	23%	0	0	0	0	0	0	0	0	0	\$57,736	\$247,550	23%
CAPITAL EXPENDITURES	44,724	521,505	9%	146,057	366,535	40%	34,179	175,500	19%	332,737	5,463,150	6%	\$557,697	\$6,526,690	9%
DEBT FINANCING-INTEREST	236,748	603,275	39%	6,719	11,060	61%	0	0	0	787,476	1,591,045	49%	\$1,030,943	\$2,205,380	47%
DEBT FINANCING-PRINCIPAL	152,198	649,050	23%	0	0	0	0	0	0	571,416	1,157,950	49%	\$723,614	\$1,807,000	40%
CONTINGENCY	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	0
TRANSFER TO RESERVE FUND	220,235	348,915	63%	226,720	471,995	48%	5,418	33,418	16%	20,364	857,340	2%	\$472,737	\$1,711,668	28%
TRANSFER FROM RESERVE FUND	0	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	0
TFR TO OTHER GOVT/AGENCIES	417,500	1,326,110	31%	1,381,366	2,466,085	56%	0	0	0	0	0	0	\$1,798,866	\$3,792,195	47%
TOTAL EXPENDITURES	\$7,863,932	\$18,078,587	43%	\$3,299,258	\$6,833,266	48%	\$1,275,771	\$3,078,584	41%	\$7,863,690	\$24,144,090	33%	\$20,302,651	\$52,134,527	39%
OPERATING SURPLUS (DEFICIT)	\$2,448,735	\$492,661		\$853,427	\$148,364		\$1,790,827	\$1,229,291		\$7,603,586	\$1,435,376		\$12,696,575	\$3,305,692	

**REGIONAL DISTRICT OF NANAIMO
SUMMARY OF OPERATING RESULTS
JANUARY 1 TO JUNE 30, 2005**

	Revenues			Expenditures			Surplus	
	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET
COMMUNITY SERVICES								
District 69 Recreation	611,457	1,131,845	54%	360,735	1,113,994	32%	250,722	17,851
Oceanside Place	1,012,742	1,913,300	53%	838,448	1,885,860	44%	174,294	27,440
Ravensong Aquatic Center	1,016,042	1,773,495	57%	801,648	1,745,001	46%	214,394	28,494
Gabriola Island Recreation	41,599	75,960	55%	48,700	67,777	72%	(7,101)	8,183
Southern Community Recreation	343,479	672,910	51%	15,465	672,910	2%	328,014	0
Port Theater	20,820	41,635	50%	0	41,635		20,820	0
Gabriola Island Emergency Wharf	3,701	7,880	47%	730	7,880	9%	2,971	0
Southern Community Transportation	4,940,301	9,546,524	52%	4,532,991	9,515,363	48%	407,310	31,161
D69 Conventional Transit	459,038	933,818	49%	452,706	907,066	50%	6,332	26,752
D69 Custom Transit	3,705	6,340	58%	4,445	6,340	70%	(740)	0
Regional Parks	882,390	1,184,935	74%	566,307	1,144,756	49%	316,083	40,179
Community Parks								
A	236,875	274,375	86%	14,828	158,245	9%	222,047	116,130
B	100,024	205,025	78%	33,808	173,215	20%	126,216	31,810
C	15,059	20,160	75%	5,252	13,390	39%	9,807	6,770
D	29,732	31,980	93%	3,485	8,123	43%	26,247	23,857
E	146,892	171,890	85%	13,896	131,994	11%	132,996	39,896
F	86,683	98,005	88%	8,220	65,160	13%	78,463	32,845
G	37,395	58,380	64%	13,862	51,999	27%	23,533	6,381
H	49,968	78,870	63%	39,277	69,679	56%	10,691	9,191
Regional Growth Management Service	214,765	343,921	62%	109,129	298,200	37%	105,636	45,721
	<u>10,312,667</u>	<u>18,571,248</u>	<u>56%</u>	<u>7,863,932</u>	<u>18,078,587</u>	<u>43%</u>	<u>2,448,735</u>	<u>492,661</u>
CORPORATE SERVICES								
General Administration	1,976,175	3,377,080	59%	1,391,387	3,318,871	42%	584,788	58,209
Electoral Areas Only	125,469	236,780	53%	50,851	191,760	27%	74,618	45,020
D68 E911	38,718	69,290	56%	22,103	68,625	32%	16,615	665
D69 E911	236,169	409,095	58%	383,762	386,325	99%	(147,593)	22,770
Fire Protection								
Volunteer Departments								
Coombs-Hilliers	102,776	183,955	56%	88,940	183,955	48%	13,836	0
Dashwood	78,124	156,790	50%	101,401	155,790	65%	(23,277)	0
Errington	177,063	289,740	61%	208,450	289,740	72%	(31,387)	0
Extension	49,259	91,900	54%	38,976	91,900	42%	10,283	0
Nanoose Bay	200,650	290,715	69%	102,965	290,715	35%	97,685	0
Service Contracts								
Wellington Fire (Area D)	21,630	42,630	51%	851	41,740	2%	20,779	890
Yellowpoint Fire (Area A)	49,676	97,360	51%	60	93,745	0%	49,616	3,615
Parksville Local (Area G)	27,663	55,165	50%	60	48,240	0%	27,603	6,925
Bow Horn Bay Fire (Area H)	290,457	153,110	190%	288,592	153,110	188%	1,865	0
French Creek Fire (Area G)	130,665	254,955	51%	60	244,685	0%	130,605	10,270
Regional Library	615,882	1,231,760	50%	615,880	1,231,760	50%	2	0
Feasibility Studies								
Area A	10,002	20,000	50%	0	20,000		10,002	0
Area B (Sewer)	4,999	5,000	100%	4,920	5,000	98%	79	0
Area E (Sewer)	7,308	7,305	100%	0	7,305		7,308	0
Electoral Areas	10,000	10,000	100%	0	10,000		10,000	0
	<u>4,152,685</u>	<u>6,981,630</u>	<u>59%</u>	<u>3,299,258</u>	<u>6,833,266</u>	<u>48%</u>	<u>853,427</u>	<u>148,364</u>

REGIONAL DISTRICT OF NANAIMO
SUMMARY OF OPERATING RESULTS
JANUARY 1 TO JUNE 30, 2005

	Revenues			Expenditures			Surplus	
	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET
DEVELOPMENT SERVICES								
Building Inspection	1,626,540	2,022,345	80%	474,085	1,098,989	43%	1,152,455	923,356
Bylaw Enforcement								
Animal Control A,B,C,D	62,394	89,895	69%	21,789	65,700	33%	40,605	24,195
Animal Control E,G,H	51,295	86,990	59%	35,786	78,455	46%	15,509	8,535
Animal Control F	19,089	24,695	77%	5,504	15,515	35%	13,585	9,180
Noise Control A	11,932	15,060	79%	1,329	6,990	19%	10,603	8,070
Noise Control B	6,234	7,955	78%	1,335	5,960	22%	4,899	1,995
Noise Control C	6,739	8,485	79%	1,311	5,960	22%	5,428	2,525
Noise Control D	7,664	9,915	77%	1,317	7,965	17%	6,347	1,950
Noise Control E	12,819	14,925	86%	1,344	7,995	17%	11,475	6,930
Noise Control G	8,658	10,660	81%	1,302	5,960	22%	7,356	4,700
Noise Control H	0	0		0	0		0	0
Unightly Premises	23,898	32,990	72%	5,235	24,085	22%	18,663	8,905
Hazardous Properties	3,896	8,020	49%	1,261	6,380	20%	2,635	1,640
General Enforcement	103,033	248,710	41%	67,034	248,710	27%	35,999	0
Emergency Planning	168,230	217,810	77%	60,685	186,145	33%	107,545	31,665
Development Planning	943,425	1,487,920	63%	585,702	1,292,275	45%	357,723	195,645
House Numbering	10,752	21,500	50%	10,752	21,500	50%	0	0
	<u>3,066,598</u>	<u>4,307,875</u>	<u>71%</u>	<u>1,275,771</u>	<u>3,078,584</u>	<u>41%</u>	<u>1,790,827</u>	<u>1,229,291</u>
ENVIRONMENTAL SERVICES								
Southern Community Wastewater	3,514,549	5,569,965	63%	1,333,690	5,426,514	25%	2,180,859	143,451
Northern Community Wastewater	2,158,331	5,453,545	40%	1,749,729	5,447,798	32%	408,602	5,747
Duke Point Wastewater	156,201	236,955	66%	54,226	128,440	42%	101,975	108,515
Solid Waste Disposal Facilities	5,189,767	8,287,495	63%	2,726,959	7,935,154	34%	2,462,808	352,341
Solid Waste Collection & Recycling	1,809,663	1,952,179	93%	840,678	1,860,445	45%	968,985	91,734
Water Utilities								
Madrona	114,188	198,560	58%	44,929	129,324	35%	69,259	69,236
Fairwinds	283,193	400,230	71%	81,809	266,941	31%	201,384	133,289
Nanoose Bay	335,218	564,270	59%	180,934	530,395	34%	154,284	33,875
Arbutus Park Estates	95,698	139,420	69%	38,353	113,999	34%	57,345	25,421
West Bay Estates	92,482	128,960	72%	29,219	95,671	31%	63,263	33,289
Driftwood	10,187	19,855	51%	4,227	19,855	21%	5,960	0
San Pareil	207,333	276,025	75%	66,257	213,822	31%	141,076	62,203
French Creek	111,845	207,795	54%	51,950	134,525	39%	59,895	73,270
Surfside	22,626	33,805	67%	9,735	24,715	39%	12,891	9,090
Decourcey	5,235	7,730	68%	1,722	5,393	32%	3,513	2,337
Morningstar Creek	4,432	4,430	100%	0	0		4,432	4,430
Wall Beach	1,784	4,135	43%	0	4,135		1,784	0
Englishman River	64,195	94,550	68%	18,967	80,836	23%	45,228	13,714
Melrose Place Water	(1,119)	17,575	-6%	6,373	17,443	37%	(7,492)	132
Nanoose Bay Bulk Water	224,474	599,710	37%	162,409	565,625	29%	62,065	34,085
French Creek Bulk Water	56,410	99,745	57%	33,557	97,455	34%	22,853	2,290
Sewer Utilities								
Fairwinds/Nanoose Coll & Treat	297,464	412,805	72%	109,811	333,152	33%	187,653	79,653
French Creek	619,366	720,545	86%	276,722	587,350	47%	342,634	133,195
Pacific Shores	21,226	34,210	62%	13,517	31,435	43%	7,709	2,775
Surfside Sewer	21,530	27,012	80%	5,789	18,838	31%	15,741	8,174
MacMillan R. Sewer	3,083	3,140	98%	1,566	3,140	50%	1,517	0
Englishman River Stormwater	1,123	2,375	47%	60	2,375	3%	1,063	0
Pump & Haul	3,085	11,950	26%	120	11,950	1%	2,965	0
Streetlighting	43,717	70,495	62%	20,382	57,365	36%	23,335	13,130
	<u>15,467,276</u>	<u>25,579,466</u>	<u>60%</u>	<u>7,863,690</u>	<u>24,144,090</u>	<u>33%</u>	<u>7,603,586</u>	<u>1,435,376</u>
TOTAL - ALL SERVICES	<u>32,999,226</u>	<u>55,440,219</u>	<u>60%</u>	<u>20,302,651</u>	<u>52,134,527</u>	<u>39%</u>	<u>12,696,575</u>	<u>3,305,692</u>

**REGIONAL DISTRICT OF NANAIMO
COMMUNITY SERVICES
JUNE 30, 2005**

	REGIONAL GROWTH MANAGEMENT SERVICE			REGIONAL PARKS			COMMUNITY PARKS		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES									
TAX REQUISITION	129,984	259,965	50%	279,996	560,000	50%	176,166	352,325	50%
GRANTS/OPERATING/OTHER	826	0		262,937	285,480	92%	100	0	
RETAINED EARNINGS	83,955	83,956	100%	339,457	339,455	100%	586,362	586,360	100%
TOTAL REVENUES	214,765	343,921	62%	882,390	1,184,935	74%	762,628	938,685	81%
EXPENSES									
OFFICE OPERATING	\$19,981	\$46,310	43%	\$18,743	\$38,495	49%	\$9,857	\$20,450	48%
PROFESSIONAL FEES	27,368	60,500	45%	6,744	63,500	11%	5,061	23,500	22%
BUILDING OP & MAINTENANCE	0	5,000		6,914	26,300	26%	2,145	5,025	43%
VEHICLE OP & MAINTENANCE	350	350	100%	6,475	8,810	73%	480	1,500	32%
OTHER OPERATING COSTS	2,134	46,870	5%	6,988	27,500	25%	1,164	5,395	22%
WAGES & BENEFITS	58,356	116,065	50%	79,548	157,416	51%	65,797	139,525	47%
EQUIP OP & MAINTENANCE	0	0		480	1,500	32%	0	0	
COMMUNITY GRANTS	0	0		0	0		0	0	
RECREATION PROGRAMS	0	0		5,430	30,500	18%	19,946	116,000	17%
CAPITAL EXPENDITURES	535	2,700	20%	2,164	354,555	1%	0	15,000	
DEBT FINANCING - INTEREST	0	0		379	1,000	38%	9,248	17,550	53%
DEBT FINANCING - PRINCIPAL	0	0		82,262	85,000	97%	3,930	7,860	50%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	405	20,405	2%	180	180	100%	0	300,000	
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		350,000	350,000	100%	15,000	20,000	75%
TOTAL EXPENDITURES	\$109,129	\$298,200	37%	\$566,307	\$1,144,756	49%	\$132,628	\$671,805	20%
OPERATING SURPLUS (DEFICIT)	\$105,636	\$45,721		\$316,083	\$40,179		\$630,000	\$266,880	

REGIONAL DISTRICT OF NANAIMO
COMMUNITY SERVICES
JUNE 30, 2005

	D69 RECREATION COORDINATING			OCEANSIDE PLACE			RAVENSONG AQUATIC CENTER		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES									
TAX REQUISITION	449,688	899,365	50%	622,188	1,244,370	50%	599,244	1,198,490	50%
GRANTS/OPERATING/OTHER	111,375	181,990	61%	251,591	529,970	47%	289,385	447,590	65%
RETAINED EARNINGS	50,394	50,490	100%	138,963	138,960	100%	127,413	127,415	100%
TOTAL REVENUES	611,457	1,131,845	54%	1,012,742	1,913,300	53%	1,016,042	1,773,495	57%
EXPENSES									
OFFICE OPERATING	\$43,299	\$94,145	46%	\$62,455	\$135,745	46%	\$60,604	\$123,576	49%
PROFESSIONAL FEES	0	18,660		1,669	19,160	9%	162	18,670	1%
BUILDING OP & MAINTENANCE	6,332	11,975	53%	110,381	223,160	49%	64,934	184,300	35%
VEHICLE OP & MAINTENANCE	5,031	19,509	25%	8,737	21,725	40%	340	5,155	7%
OTHER OPERATING COSTS	8,377	18,725	45%	6,505	14,430	45%	10,018	21,100	47%
WAGES & BENEFITS	260,724	605,055	43%	326,663	696,160	47%	394,906	776,840	51%
EQUIP OP & MAINTENANCE	1,190	2,275	52%	16,400	32,750	50%	11,287	25,750	44%
COMMUNITY GRANTS	13,429	65,500	21%	104	1,000	10%	3,790	8,500	45%
RECREATION PROGRAMS	8,468	55,200	15%	11,001	11,900	92%	12,891	33,950	38%
CAPITAL EXPENDITURES	6,205	12,235	51%	23,114	56,650	41%	8,578	64,065	13%
DEBT FINANCING - INTEREST	0	0		59,169	248,825	24%	167,952	335,900	50%
DEBT FINANCING - PRINCIPAL	0	0		0	424,175		66,006	132,015	50%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	190	180	100%	212,250	180	117917%	180	15,180	1%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	7,500	210,535	4%	0	0		0	0	
TOTAL EXPENDITURES	\$360,735	\$1,113,994	32%	\$838,448	\$1,885,860	44%	\$801,648	\$1,745,001	46%
OPERATING SURPLUS (DEFICIT)	\$250,722	\$17,851		\$174,294	\$27,440		\$214,394	\$28,494	

**REGIONAL DISTRICT OF NANAIMO
COMMUNITY SERVICES
JUNE 30, 2005**

	GABRIOLA ISL RECREATION			SOUTHERN COMMUNITY RECREATION & CULTURE			TRANSPORTATION SERVICES			TOTAL COMMUNITY SERVICES		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	34,896	69,795	50%	350,250	700,496	50%	1,811,448	3,622,895	50%	4,453,860	8,907,700	50%
GRANTS/OPERATING/OTHER	535	0		0	0		3,672,063	7,022,526	52%	4,588,812	8,467,556	54%
RETAINED EARNINGS	6,168	6,165	100%	14,049	14,050	100%	(76,766)	(150,859)	51%	1,269,995	1,195,992	106%
TOTAL REVENUES	41,599	75,960	55%	364,299	714,545	51%	5,406,745	10,494,562	52%	10,312,667	18,571,248	56%
EXPENSES												
OFFICE OPERATING	\$387	\$825	47%	\$0	\$0		\$733,340	\$1,484,990	49%	\$948,666	\$1,944,536	49%
PROFESSIONAL FEES	0	0		0	0		16,881	49,500	34%	57,885	253,490	23%
BUILDING OP & MAINTENANCE	0	0		14,253	27,770	51%	45,223	244,461	18%	250,182	727,991	34%
VEHICLE OP & MAINTENANCE	0	75		0	0		1,051,966	2,459,305	43%	1,073,379	2,516,429	43%
OTHER OPERATING COSTS	148	75	197%	0	0		73,109	170,841	43%	108,443	304,936	36%
WAGES & BENEFITS	3,165	6,802	47%	1,212	1,200	101%	3,057,995	5,995,462	51%	4,248,366	8,494,525	50%
EQUIP OP & MAINTENANCE	0	0		0	0		1,190	3,000	40%	30,547	65,275	47%
COMMUNITY GRANTS	0	0		0	0		0	0		17,323	75,000	23%
RECREATION PROGRAMS	0	0		0	0		0	0		57,736	247,550	23%
CAPITAL EXPENDITURES	0	0		0	0		4,128	16,300	25%	44,724	521,505	9%
DEBT FINANCING - INTEREST	0	0		0	0		0	0		236,748	603,275	39%
DEBT FINANCING - PRINCIPAL	0	0		0	0		0	0		152,198	649,050	23%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	0	0		0	0		7,040	12,790	55%	220,235	348,915	63%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	45,000	60,000	75%	0	585,575		0	0		417,500	1,326,110	31%
TOTAL EXPENDITURES	\$48,700	\$67,777	72%	\$15,465	\$714,545	2%	\$4,990,872	\$10,436,649	48%	\$7,863,932	\$18,078,587	43%
OPERATING SURPLUS (DEFICIT)	(\$7,101)	\$8,183		\$348,834	\$0		\$415,873	\$57,913		\$2,448,735	\$492,661	

**REGIONAL DISTRICT OF NANAIMO
CORPORATE SERVICES
JUNE 30, 2005**

	ADMINISTRATION			ELECTORAL AREAS			PUBLIC SAFETY			FIRE DEPTS			REGIONAL LIBRARY		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES															
TAX REQUISITION	\$294,816	\$589,625	50%	\$89,328	\$178,650	50%	\$203,496	\$407,000	50%	\$733,230	\$1,466,460	50%	\$615,882	\$1,231,760	50%
GRANTS/OPERATING/OTHER	1,099,097	2,205,195	50%	1,011	23,000	4%	0	0	0%	272,016	26,150	1040%	0	0	0%
RETAINED EARNINGS	582,262	582,260	100%	35,130	35,130	100%	71,391	71,385	100%	122,717	122,710	100%	0	0	0%
TOTAL REVENUES	1,976,175	3,377,080	59%	125,469	236,780	53%	274,887	478,385	57%	1,127,963	1,615,320	70%	615,882	1,231,760	50%
EXPENSES															
OFFICE OPERATING	\$314,988	\$588,746	54%	\$34,688	\$101,425	34%	\$5,979	\$12,030	50%	\$28,076	\$87,310	32%	\$0	\$0	0%
COMMUNITY GRANTS	7,500	43,475	17%	0	0	0%	0	0	0%	0	0	0%	0	0	0%
LEGISLATIVE	101,153	189,875	53%	(198)	54,090	0%	0	0	0%	0	0	0%	0	0	0%
PROFESSIONAL FEES	25,789	201,830	13%	4,638	6,800	68%	0	300	13%	6,907	26,065	26%	0	0	0%
BUILDING OPS & MAINT	66,539	202,150	33%	70	2,500	3%	87	670	13%	15,760	33,395	47%	0	0	0%
VEHICLE OPS & MAINT	4,825	4,825	100%	0	0	0%	0	0	0%	120,767	148,380	81%	0	0	0%
EQUIP OPS & MAINT	21,528	76,750	28%	1,238	2,800	44%	498	8,750	6%	15,149	40,120	38%	0	0	0%
OTHER OPERATING COSTS	4,060	10,600	38%	0	0	0%	0	0	0%	4,563	84,000	5%	0	0	0%
WAGES & BENEFITS	738,524	1,533,010	48%	9,685	20,595	47%	0	0	0%	663	2,100	32%	0	0	0%
CAPITAL EXPENDITURES	97,191	258,320	38%	730	3,550	21%	0	0	0%	48,136	104,665	46%	0	0	0%
DEBT FINANCING-INTEREST	0	0	0%	0	0	0%	0	0	0%	6,719	11,060	61%	0	0	0%
DEBT FINANCING-PRINCIPAL	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%
DEBT FINANCING-EXCHANGE	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%
CONTINGENCY	0	0	0%	0	0	0%	0	0	0%	0	0	0%	0	0	0%
TRANSFER TO RESERVE FUND	7,290	207,290	4%	0	0	0%	0	0	0%	0	0	0%	0	0	0%
TRSF TO OTHER GOVT/AGENCIES	2,000	2,000	100%	0	0	0%	399,301	433,200	92%	219,430	257,400	85%	615,880	1,231,760	50%
TOTAL EXPENDITURES	\$1,391,387	\$3,318,871	42%	\$50,851	\$191,760	27%	\$405,865	\$454,950	89%	\$830,355	\$1,593,620	52%	\$615,880	\$1,231,760	50%
OPERATING SURPLUS (DEFICIT)	\$584,788	\$58,209		\$74,618	\$45,020		(\$130,978)	\$23,435		\$297,608	\$21,700		\$2	\$0	

**REGIONAL DISTRICT OF NANAIMO
CORPORATE SERVICES
JUNE 30, 2005**

	ELECT AREA REFERENDUMS			FEASIBILITY STUDIES			MUNICIPAL DEBT TRANSFERS			TOTAL CORPORATE SERVICES		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	\$0	\$0		\$10,002	\$20,000	50%	\$0	\$0		\$1,946,754	\$3,893,495	50%
GRANTS/OPERATING/OTHER	0	0		5,000	5,000	100%	1,312,312	2,747,360	48%	2,689,436	5,006,705	54%
RETAINED EARNINGS	0	0		17,307	17,305	100%	0	0		828,807	828,790	100%
TOTAL REVENUES	0	0		32,309	42,305	76%	1,312,312	2,747,360	48%	5,464,997	9,728,990	56%
EXPENSES												
OFFICE OPERATING	\$0	\$0		\$0	\$0		\$0	\$0		\$383,731	\$789,511	49%
COMMUNITY GRANTS	0	0		0	0		0	0		7,500	43,475	17%
LEGISLATIVE	0	0		0	5,000		0	0		100,955	248,965	41%
PROFESSIONAL FEES	0	0		4,177	30,000	14%	0	0		41,511	284,995	16%
BUILDING OPS & MAINT	0	0		0	0		0	0		82,456	238,715	35%
VEHICLE OPS & MAINT	0	0		0	0		0	0		125,592	153,205	82%
EQUIP OPS & MAINT	0	0		0	0		0	0		38,413	128,420	30%
OTHER OPERATING COSTS	0	0		0	0		0	0		8,623	94,600	9%
WAGES & BENEFITS	0	0		743	0		0	0		749,615	1,555,705	48%
CAPITAL EXPENDITURES	0	0		0	0		0	0		146,057	366,535	40%
DEBT FINANCING-INTEREST	0	0		0	0		847,956	1,698,995	50%	854,675	1,710,055	50%
DEBT FINANCING-PRINCIPAL	0	0		0	0		463,008	1,015,190	46%	463,008	1,015,190	46%
DEBT FINANCING-EXCHANGE	0	0		0	0		1,349	33,175	4%	1,349	33,175	4%
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	0	0		0	7,305		0	0		226,720	471,995	48%
TRSF TO OTHER GOV'T/AGENCIES	0	0		0	0		0	0		1,381,366	2,466,085	56%
TOTAL EXPENSES	\$0	\$0		\$4,920	\$42,305	12%	\$1,312,313	\$2,747,360	48%	\$4,611,571	\$9,580,626	48%
OPERATING SURPLUS (DEFICIT)	\$0	\$0		\$27,389	\$0		(\$1)	\$0		\$853,426	\$148,364	

REGIONAL DISTRICT OF NANAIMO
DEVELOPMENT SERVICES
JUNE 30, 2005

	PLANNING			HOUSE NUMBERING			EMERGENCY PLANNING		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES									
TAX REQUISITION	448,524	897,050	50%	10,752	21,500	50%	49,500	99,000	50%
GRANTS/OPERATING/OTHER	163,530	259,500	63%	0	0		18,328	18,410	100%
RETAINED EARNINGS	331,371	331,370	100%	0	0		100,402	100,400	100%
TOTAL REVENUES	943,425	1,487,920	63%	10,752	21,500	50%	168,230	217,810	77%
EXPENSES									
OFFICE OPERATING	\$91,048	\$245,105	37%	\$10,752	\$21,500	50%	\$14,614	\$45,895	32%
PROFESSIONAL FEES	26,605	99,000	27%	0	0		7,431	13,000	57%
BUILDING OP & MAINTENANCE	10,278	24,900	41%	0	0		125	1,000	13%
VEHICLE OP & MAINTENANCE	5,235	5,235	100%	0	0		665	3,700	18%
OTHER OPERATING COSTS	23,703	86,875	27%	0	0		201	3,950	5%
WAGES & BENEFITS	395,410	787,550	50%	0	0		37,649	73,600	51%
EQUIP OP & MAINTENANCE	3,163	7,600	42%	0	0		0	1,000	
COMMUNITY GRANTS	0	0		0	0		0	0	
PROGRAM COSTS	0	0		0	0		0	0	
CAPITAL EXPENDITURES	27,250	33,000	83%	0	0		0	44,000	
DEBT FINANCING - INTEREST	0	0		0	0		0	0	
DEBT FINANCING - PRINCIPAL	0	0		0	0		0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	3,010	3,010	100%	0	0		0	0	
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0	
TOTAL EXPENDITURES	\$565,702	\$1,292,275	45%	\$10,752	\$21,500	50%	\$60,685	\$186,145	33%
OPERATING SURPLUS (DEFICIT)	\$357,723	\$195,645		\$0	\$0		\$107,545	\$31,665	

**REGIONAL DISTRICT OF NANAIMO
ENVIRONMENTAL SERVICES
JUNE 30, 2005**

	LIQUID WASTE MANAGEMENT			SOLID WASTE MANAGEMENT			GARBAGE COLLECTION/RECYCLING		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES									
TAX REQUISITION	\$3,705,654	\$7,411,305	50%	\$201,150	\$402,305	50%	\$0	\$0	
GRANTS/OPERATING/OTHER	328,067	2,053,800	16%	4,075,926	6,972,500	58%	1,733,921	1,876,434	92%
RETAINED EARNINGS	1,795,360	1,795,360	100%	912,691	912,690	100%	75,742	75,745	100%
TOTAL REVENUES	5,829,081	11,260,465	52%	5,189,767	8,287,496	63%	1,809,663	1,952,179	93%
EXPENSES									
OFFICE OPERATING	\$222,537	\$441,575	50%	\$260,807	\$510,063	51%	\$62,092	\$127,480	49%
PROFESSIONAL FEES	137,322	403,100	34%	59,105	349,000	17%	0	2,500	
BUILDING OP & MAINTENANCE	51,579	96,500	53%	25,419	74,200	34%	1,074	2,145	50%
VEHICLE OP & MAINTENANCE	178,164	364,135	49%	228,526	517,855	44%	955	1,785	54%
WAGES & BENEFITS	736,939	1,464,772	50%	860,036	1,736,425	50%	17,082	33,589	51%
OPERATIONAL COSTS	543,877	1,509,545	36%	1,117,526	3,245,846	34%	758,710	1,692,201	45%
CAPITAL EXPENDITURES	257,204	4,177,780	6%	42,039	940,550	4%	170	150	113%
DEBT FINANCING - INT	557,502	1,128,885	49%	82,350	164,700	50%	0	0	
DEBT FINANCING - PRINCIPAL	446,826	908,770	49%	45,366	90,730	50%	0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	5,695	507,690	1%	5,785	305,785	2%	595	595	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0	
TSFR TO OTHER GOV'T/AGENCIES	0	0		0	0		0	0	
TOTAL EXPENDITURES	\$3,137,645	\$11,002,752	29%	\$2,726,959	\$7,935,154	34%	\$840,678	\$1,860,445	45%
OPERATING SURPLUS (DEFICIT)	\$2,691,436	\$257,713		\$2,462,808	\$352,341		\$968,985	\$91,734	

REGIONAL DISTRICT OF NANAIMO
 ENVIRONMENTAL SERVICES
 JUNE 30, 2005

	WATER SUPPLY			SEWAGE COLLECTION			STREET LIGHTING			TOTAL ENVIRONMENTAL SERVICES		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	\$635,166	\$1,270,340	50%	\$279,390	\$558,775	50%	\$26,574	\$53,130	50%	\$4,847,934	\$9,695,855	50%
GRANTS/OPERATING/OTHER	304,822	838,280	36%	305,874	271,662	113%	229	455	50%	6,748,839	12,013,131	56%
RETAINED EARNINGS	688,193	688,175	100%	381,603	381,600	100%	16,914	16,910	100%	3,870,503	3,870,480	100%
TOTAL REVENUES	1,628,181	2,796,795	58%	966,867	1,212,037	80%	43,717	70,495	62%	15,457,276	25,579,466	60%
EXPENSES												
ADMINISTRATION	\$64,257	\$148,927	43%	\$22,203	\$50,310	44%	\$480	\$1,600	30%	\$632,376	\$1,279,955	49%
PROFESSIONAL FEES	18,183	202,550	9%	4,743	24,025	20%	0	0		219,353	981,175	22%
BUILDING OP & MAINTENANCE	22,657	173,386	13%	4,383	11,003	40%	2,178	11,800	18%	107,290	369,034	29%
VEHICLE OP & MAINTENANCE	21,785	66,745	33%	17,927	33,336	54%	0	0		447,357	983,856	45%
WAGES & BENEFITS	257,351	538,466	48%	78,412	166,515	47%	0	800		1,949,820	3,940,567	49%
OPERATIONAL COSTS	86,825	383,410	23%	270,839	645,851	42%	17,724	43,165	41%	2,795,501	7,520,018	37%
CAPITAL COST	24,876	318,300	8%	8,448	26,370	32%	0	0		332,737	5,463,150	6%
DEBT FINANCING - INT	147,624	297,460	50%	0	0		0	0		787,476	1,591,045	49%
DEBT FINANCING - PRINCIPAL	79,224	153,450	50%	0	0		0	0		571,416	1,157,950	49%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
CONTRIBUTION TO OTHER FUNDS	7,659	12,440	62%	630	30,830	2%	0	0		20,364	857,340	2%
CONTRIBUTION FROM OTHER FND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	0	
TOTAL EXPENSES	\$730,441	\$2,300,134	32%	\$407,585	\$988,240	41%	\$20,382	\$57,365	36%	\$7,863,690	\$24,144,090	33%
OPERATING SURPLUS (DEFICIT)	\$897,740	\$496,661		\$559,282	\$223,797		\$23,335	\$13,130		\$7,603,586	\$1,435,376	



**REGIONAL
DISTRICT
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>R</i>	MoF	
JUL 11 2005			
<i>Coll.</i>			

MEMORANDUM

TO: K. Daniels
Chief Administrative Officer

DATE: July 8, 2005

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Bylaw 1431.01 – An Amendment to the 2005 to 2010 Financial Plan to Authorize Improvements on Community Park Land in Electoral Area D

PURPOSE:

To introduce for three readings and adoption “Regional District of Nanaimo Financial Plan (2005 to 2010) Amendment Bylaw No. 1431.01, 2005”.

BACKGROUND:

A significant development proposal has been approved within Electoral Area D involving a subdivision of land locally known as Benson Meadows. A new community park has been created as part of the subdivision conditions and the Director for Electoral Area D has consulted staff on what resources might be available to undertake some improvements in 2005. The financial plan for the Community Park service for Electoral Area D has sufficient operating surplus to make \$10,000 available in 2005. The projections for 2006 to 2011 currently show no allowance for further improvements and may be amended during the next budget development cycle. Accordingly, the Director for Electoral Area D has requested that the financial plan be amended to permit the expenditure of \$10,000 in 2005.

ALTERNATIVES:

1. Approve the expenditure of up to \$10,000 for Electoral Area D community park improvements for 2005 and adopt Bylaw 1431.01 to amend the financial plan.
2. Do not proceed with this bylaw amendment.

FINANCIAL IMPLICATIONS:

The 2005 budget will increase expenditures by \$10,000 and reduce the projected surplus from \$23,857 to \$13,857. Appendix ‘A’ attached to this report illustrates the amended financial plan for the Electoral Area D Community Parks service.

SUMMARY/CONCLUSIONS:

As a result of a subdivision approval, Electoral Area D has received new community parkland and the Director wishes to authorize some improvements in 2005. Staff has recommended to the Director that the funds be made available by drawing down the projected operating surplus. Bylaw 1431.01 is presented with this report to amend the financial plan for this initiative.

RECOMMENDATIONS:

1. That “Regional District of Nanaimo Financial Plan (2005 to 2010) Amendment Bylaw No. 1431.01, 2005” be introduced for first three readings.
2. That “Regional District of Nanaimo Financial Plan (2005 to 2010) Amendment Bylaw No. 1431.01, 2004” having received three readings be adopted and forwarded to the Ministry of Community Services.



Report Writer



CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1431.01

**A BYLAW TO AMEND REGIONAL DISTRICT
OF NANAIMO FINANCIAL PLAN (2005 TO 2010)
BYLAW NO. 1431**

WHEREAS the "Regional District of Nanaimo Financial Plan (2005 to 2010) Bylaw No. 1431, 2005" did not provide for expenditures related to improvements to community parkland in Electoral Area 'D';

AND WHEREAS the Board wishes to amend the financial plan for the years 2005 to 2010 to permit certain expenditures to proceed in 2005;

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

1. Schedule 'A' of Bylaw No. 1431 is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
2. This bylaw may be cited as "Regional District of Nanaimo Financial Plan (2005 to 2010) Amendment Bylaw No. 1431.01, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO
FINANCIAL PLAN 2005 TO 2010

Appendix A

Community Parks-D

	2005 Adopted	2005 Amended	2006	2007	2008	2009	2010	SubTotal
Revenues								
Property taxes	(4,500)	(4,500)	10.0%	10.0%	10.0%	10.0%	10.0%	(34,722)
Prior year (surplus)/deficit	(27,480)	(27,480)	(4,950)	(5,445)	(5,990)	(6,589)	(7,248)	(66,185)
Total Revenues	(31,980)	(31,980)	(18,807)	(15,870)	(13,333)	(11,247)	(9,670)	(100,907)
Expenditures								
Administration	535	535	535	535	535	535	535	3,210
Professional fees	500	500	500	500	500	500	500	3,000
Operating Costs	25	10,025	125	126	127	127	128	10,658
Salaries & Benefits	7,063	7,063	7,222	7,365	7,513	7,663	7,816	44,643
SubTotal	8,123	18,123	8,382	8,527	8,675	8,825	8,979	61,511
New debt			0	0	0	0	0	0
Total expenditures	8,123	18,123	8,382	8,527	8,675	8,825	8,979	61,511
Surplus)/deficit	(23,857)	(13,857)	(10,425)	(7,343)	(4,658)	(2,422)	(691)	(39,396)

Chairperson

Deputy Administrator

Overall Summary	2005	2006	2007	2008	2009	2010	SubTotal
Revenues							
Property taxes	(21,453,840)	(21,920,508)	(22,530,755)	(23,024,759)	(23,519,948)	(24,018,361)	(136,468,171)
Parcel taxes	(1,826,615)	(1,979,745)	(2,136,837)	(2,314,733)	(2,510,660)	(2,749,097)	(13,517,687)
Municipal agreements	(480,455)	(472,214)	(481,658)	(491,291)	(501,117)	(511,139)	(2,937,874)
	<u>(23,760,910)</u>	<u>(24,372,467)</u>	<u>(25,149,250)</u>	<u>(25,830,783)</u>	<u>(26,531,725)</u>	<u>(27,278,597)</u>	<u>(152,923,732)</u>
Operating revenues	(1,693,008)	(1,620,779)	(1,574,197)	(1,577,743)	(1,581,691)	(1,583,517)	(9,830,933)
Interest income	(285,000)	(287,850)	(290,729)	(290,729)	(290,729)	(290,729)	(1,735,766)
Transit fares	(3,080,325)	(3,083,915)	(3,145,593)	(3,460,152)	(3,464,489)	(3,464,489)	(19,698,963)
Landfill tipping fees	(6,218,000)	(6,218,000)	(6,342,360)	(6,469,207)	(6,598,591)	(6,730,563)	(38,576,721)
Recreation fees	(383,450)	(370,719)	(378,133)	(385,696)	(393,410)	(401,278)	(2,292,686)
Recreation facility rentals	(454,000)	(463,080)	(472,342)	(481,789)	(491,425)	(501,254)	(2,863,890)
Recreation vending sales	(21,000)	(21,000)	(21,000)	(21,000)	(21,000)	(21,000)	(126,000)
Recreation concession	(8,220)	(8,220)	(8,220)	(8,220)	(8,220)	(8,220)	(49,320)
Recreation - other	(262,090)	(267,260)	(272,533)	(277,911)	(283,397)	(288,993)	(1,652,184)
Utility user fees	(2,679,571)	(2,738,799)	(2,796,799)	(2,856,429)	(2,918,089)	(2,981,176)	(16,970,863)
Operating grants	(4,179,368)	(3,259,628)	(3,259,628)	(3,259,628)	(3,259,628)	(3,259,628)	(20,477,508)
Planning grants	(5,000)	0	0	0	0	0	(5,000)
Grants in lieu of taxes	(95,600)	(95,600)	(95,600)	(95,600)	(95,600)	(95,600)	(573,600)
Interdepartmental recoveries	(2,574,091)	(2,689,136)	(2,719,027)	(2,769,871)	(2,821,685)	(2,874,490)	(16,428,300)
Transfer from reserves	(1,778,000)	0	0	(109,000)	0	0	(1,887,000)
Miscellaneous	(3,145,420)	(3,091,485)	(3,083,134)	(3,027,772)	(2,729,690)	(2,591,707)	(17,670,208)
Prior year (surplus)/deficit	(7,583,527)	(3,313,196)	(3,004,414)	(3,243,436)	(3,749,861)	(2,959,410)	(23,853,843)
Total Revenues	<u>(58,187,578)</u>	<u>(51,881,134)</u>	<u>(52,612,959)</u>	<u>(54,164,965)</u>	<u>(55,239,230)</u>	<u>(55,330,651)</u>	<u>(327,416,517)</u>
Expenditures							
Administration	2,065,855	2,107,742	2,112,759	2,117,823	2,122,940	2,128,093	12,655,212
Community grants	43,475	42,500	42,500	42,500	42,500	42,500	255,975
Legislative	301,370	236,370	236,370	296,370	236,370	236,370	1,543,220
Professional fees	1,641,289	1,009,790	1,006,147	1,012,072	1,004,056	1,008,099	6,681,443
Building Ops	1,909,899	1,924,684	1,944,226	1,963,567	1,983,776	2,010,738	11,736,890
Veh & Equip ops	4,039,148	3,990,786	4,080,767	4,233,425	4,260,927	4,309,123	24,914,176
Operating Costs	10,184,244	10,107,436	10,258,161	9,728,483	10,635,784	10,657,365	61,571,453
Program Costs	259,255	261,454	263,673	265,913	268,175	270,458	1,588,928
Wages & Benefits	15,651,554	15,996,152	16,274,026	16,599,438	16,931,359	17,288,326	98,740,855
Transfer to other gov/org	3,803,945	3,628,891	3,716,406	3,745,587	3,826,143	3,894,507	22,615,479
Debt financing	6,759,740	5,344,531	5,915,777	5,821,521	5,526,533	5,796,754	35,164,856
Contributions to reserve funds	1,910,418	2,052,692	1,754,710	3,398,475	4,055,000	3,489,636	16,660,931
Capital	6,321,690	1,668,105	1,717,896	1,175,985	862,805	1,816,080	3,203,641
SubTotal	<u>54,891,882</u>	<u>48,310,123</u>	<u>49,323,418</u>	<u>50,401,139</u>	<u>51,756,368</u>	<u>52,948,049</u>	<u>179,507,286</u>
New debt		571,597	53,106	17,965	532,452	0	1,175,120
Total expenditures	<u>54,891,882</u>	<u>48,881,720</u>	<u>49,376,524</u>	<u>50,419,104</u>	<u>52,288,820</u>	<u>52,948,049</u>	<u>180,104,481</u>
(Surplus)/deficit	<u>(3,295,696)</u>	<u>(2,999,414)</u>	<u>(3,236,435)</u>	<u>(3,745,661)</u>	<u>(2,950,410)</u>	<u>(2,382,602)</u>	<u>(18,410,359)</u>
Source and Application of Funds							
Capital Fund							
Source of Funds							
Transfers from Operating	(1,002,540)	(479,990)	(361,681)	(481,000)	(479,000)	(338,430)	(3,203,641)
Transfers from Reserve Funds	(97,090)	(77,000)	(72,600)	(450,000)	0	(536,000)	(1,232,690)
Borrowed Funds	(5,820,635)	(160,000)	(80,000)	0	0	(480,000)	(6,540,635)
Bylaw funds on hand							0
Unexpended bylaw funds	0	0	0	0	0	0	0
Other sources	(280,000)	0	0	200,000	0	0	(80,000)
Total Sources of Funds	<u>(7,281,265)</u>	<u>(716,990)</u>	<u>(514,281)</u>	<u>(731,000)</u>	<u>(479,000)</u>	<u>(1,354,430)</u>	<u>(11,056,966)</u>
Funds Applied							
Operating capital	1,501,630	556,990	434,281	731,000	479,000	874,430	4,516,331
Unexpended capital funds	0	0	0	0	0	0	0
Loan authorizations	5,820,635	160,000	80,000	0	0	480,000	6,540,635
Total Funds Applied	<u>7,281,265</u>	<u>716,990</u>	<u>514,281</u>	<u>731,000</u>	<u>479,000</u>	<u>1,354,430</u>	<u>11,056,966</u>
Reserve Funds							
Transfers from Operating Fund	(348,735)	(182,916)	(93,165)	(321,629)	(356,978)	(405,394)	(1,326,656)
Transfers from Operating Fund	(424,683)	(230,672)	(227,789)	(241,579)	(309,032)	(315,317)	(1,749,072)
Other sources(DCC's etc)							0
Transfers to Capital Fund	97,090	77,000	72,600	450,000	0	536,000	1,232,690
Transfers to Operating Fund	0	0	0	(49,000)	0	0	(49,000)
Reserve Fund Transactions	<u>(676,328)</u>	<u>(336,588)</u>	<u>(248,354)</u>	<u>(113,208)</u>	<u>(666,010)</u>	<u>(184,711)</u>	<u>(1,843,038)</u>



REGIONAL DISTRICT OF NANAIMO			
CHAIR		Gm Cms	
CAO	<i>W</i>	GM ES	
DA CCD		MoF	
JUL 28 2005			
<i>cow</i>			
		DATE	

MEMORANDUM

TO: R. Lapham
Deputy Administrator

July 25, 2005

FROM: W. Thexton
Acting Manager, Financial Services

FILE:

SUBJECT: Reserve Fund Bylaw Approvals

PURPOSE:

To introduce for three readings and adoption the following reserve fund bylaws:

- Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1452, 2005.
- Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1453, 2005.
- Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1454, 2005.
- Electoral Area 'A' Community Parks Reserve Fund Bylaw No. 1455, 2005.
- Electoral Area 'B' Community Parks Reserve Fund Bylaw No. 1456, 2005.
- Electoral Area 'E' Community Parks Reserve Fund Bylaw No. 1457, 2005.
- Electoral Area 'F' Community Parks Reserve Fund Bylaw No. 1458, 2005.
- Electoral Area 'A' Noise Control Extended Service Reserve Fund Bylaw No. 1459, 2005.
- Electoral Area 'C' Noise Control Extended Service Reserve Fund Bylaw No. 1460, 2005.
- Electoral Area 'D' Noise Control Extended Service Reserve Fund Bylaw No. 1461, 2005.
- Electoral Area 'E' Noise Control Extended Service Reserve Fund Bylaw No. 1462, 2005.
- Electoral Area 'G' Noise Control Extended Service Reserve Fund Bylaw No. 1463, 2005.
- District 69 Swimming Pool Service Reserve Fund Bylaw No. 1464, 2005.
- Regional Growth Management Service Reserve Fund Bylaw No. 1465, 2005.
- Unsightly Premises Extended Service Reserve Fund Bylaw No. 1466, 2005.

BACKGROUND:

The 2005 approved budget includes several 'transfers to reserves' amounts for various functions. It is necessary to first establish the reserve funds for each of these functions before these transfers can be made. Bylaw No. 1453 for the Animal Control (E, G and H) function is included to establish a reserve fund for possible transfers in future years.

The purposes of the proposed reserve funds are as follows:

1. Animal control functions in all electoral areas (bylaws 1452 to 1454) - for legal and other bylaw enforcement costs which may exceed the budget for a year;

2. Community park functions in electoral areas 'A', 'B', 'E' and 'F' (bylaws 1455 to 1458) - for acquisition of or major improvements to community parks within these electoral areas;
3. Noise control functions in electoral areas 'A', 'C', 'D', 'E' and 'G' (bylaws 1459 to 1463) - for legal and other bylaw enforcement costs which may exceed the budget for a year;
4. The District 69 swimming pool (bylaw 1464) – for major maintenance, upgrades and replacement of aquatic equipment and facilities;
5. Regional growth management (bylaw 1465) – for the costs of major reviews of the plan or major studies deemed desirable to met the objectives of the Growth Management Plan; and
6. The unsightly premises function (bylaw 1466) - for legal and other bylaw enforcement costs which may exceed the budget for a year.

ALTERNATIVES:

1. Approve the bylaws as presented.
2. Do not approve the bylaws.

FINANCIAL IMPLICATIONS:

If the bylaws are adopted, the following initial amounts will be transferred to the proposed Reserve Funds as approved in the 2005 financial budget:

Animal Control (A, B, C, D) reserve	\$ 6,000
Animal Control (E, G and H) reserve	0
Animal Control (Electoral Area F) reserve	2,000
Electoral Area 'A' Community Parks reserve	90,000
Electoral Area 'B' Community Parks reserve	60,000
Electoral Area 'E' Community Parks reserve	90,000
Electoral Area 'F' Community Parks reserve	40,000
Electoral Area 'A' Noise Control reserve	3,000
Electoral Area 'C' Noise Control reserve	2,000
Electoral Area 'D' Noise Control reserve	4,000
Electoral Area 'E' Noise Control reserve	4,000
Electoral Area 'G' Noise Control reserve	2,000
District 69 Swimming Pool reserve	15,000
Regional Growth Management reserve	20,000
Unsightly Premises reserve	<u>5,000</u>
 Total transfers to reserves	 \$ <u>343,000</u>

SUMMARY/CONCLUSIONS:

A number of 'transfer to reserves' amounts are contained in the approved 2005 budget. Reserve Fund Bylaw Nos. 1452 to 1466, with the exception of Bylaw No 1453, need to be adopted before these transfers can be made. Bylaw 1453 establishes a reserve fund for the Animal Control (E, G and H) function for possible transfers in future years and is to be used for legal or other bylaw enforcement costs in excess of the budget for a year.

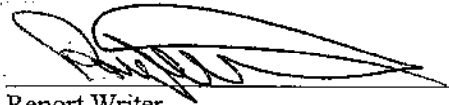
Staff recommend adopting the bylaws as presented.

RECOMMENDATION:

1. That "Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1452, 2005" be introduced for first three readings.
2. That "Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1452, 2005" having received three readings be adopted.
3. That "Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1453, 2005" be introduced for first three readings.
4. That "Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1453, 2005" having received three readings be adopted.
5. That "Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1454, 2005" be introduced for first three readings.
6. That "Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1454, 2005" having received three readings be adopted.
7. That "Electoral Area 'A' Community Parks Reserve Fund Bylaw No. 1455, 2005" be introduced for first three readings.
8. That "Electoral Area 'A' Community Parks Reserve Fund Bylaw No. 1455, 2005" having received three readings be adopted.
9. That "Electoral Area 'B' Community Parks Reserve Fund Bylaw No. 1456, 2005" be introduced for first three readings.
10. That "Electoral Area 'B' Community Parks Reserve Fund Bylaw No. 1456, 2005" having received three readings be adopted.
11. That "Electoral Area 'E' Community Parks Reserve Fund Bylaw No. 1457, 2005" be introduced for first three readings.
12. That "Electoral Area 'E' Community Parks Reserve Fund Bylaw No. 1457, 2005" having received three readings be adopted.

13. That "Electoral Area 'F' Community Parks Reserve Fund Bylaw No. 1458, 2005" be introduced for first three readings.
14. That "Electoral Area 'F' Community Parks Reserve Fund Bylaw No. 1458, 2005" having received three readings be adopted.
15. That "Electoral Area 'A' Noise Control Extended Service Reserve Fund Bylaw No. 1459, 2005" be introduced for first three readings.
16. That "Electoral Area 'A' Noise Control Extended Service Reserve Fund Bylaw No. 1459, 2005" having received three readings be adopted.
17. That "Electoral Area 'C' Noise Control Extended Service Reserve Fund Bylaw No. 1460, 2005" be introduced for first three readings.
18. That "Electoral Area 'C' Noise Control Extended Service Reserve Fund Bylaw No. 1460, 2005" having received three readings be adopted.
19. That "Electoral Area 'D' Noise Control Extended Service Reserve Fund Bylaw No. 1461, 2005" be introduced for first three readings.
20. That "Electoral Area 'D' Noise Control Extended Service Reserve Fund Bylaw No. 1461, 2005" having received three readings be adopted.
21. That "Electoral Area 'E' Noise Control Extended Service Reserve Fund Bylaw No. 1462, 2005" be introduced for first three readings.
22. That "Electoral Area 'E' Noise Control Extended Service Reserve Fund Bylaw No. 1462, 2005" having received three readings be adopted.
23. That "Electoral Area 'G' Noise Control Extended Service Reserve Fund Bylaw No. 1463, 2005" be introduced for first three readings.
24. That "Electoral Area 'G' Noise Control Extended Service Reserve Fund Bylaw No. 1463, 2005" having received three readings be adopted.
25. That "District 69 Swimming Pool Service Reserve Fund Bylaw No. 1464, 2005" be introduced for first three readings.
26. That "District 69 Swimming Pool Service Reserve Fund Bylaw No. 1464, 2005" having received three readings be adopted.
27. That "Regional Growth Management Service Reserve Fund Bylaw No. 1465, 2005" be introduced for first three readings.

28. That "Regional Growth Management Service Reserve Fund Bylaw No. 1465, 2005" having received three readings be adopted.
29. That "Unsightly Premises Extended Service Reserve Fund Bylaw No. 1466, 2005" be introduced for first three readings.
30. That "Unsightly Premises Extended Service Reserve Fund Bylaw No. 1466, 2005" having received three readings be adopted



Report Writer



Deputy Administrator Concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1452

**A BYLAW TO ESTABLISH A RESERVE FUND
FOR THE ANIMAL CONTROL SERVICE FOR
ELECTORAL AREAS A, B, C AND D**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund".
2. Money from the current revenue of the Animal Control Extended Service (A, B, C, D), to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1452, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1453

**A BYLAW TO ESTABLISH A RESERVE FUND
FOR THE ANIMAL CONTROL SERVICE FOR
ELECTORAL AREAS E, G and H**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund".
2. Money from the current revenue of the Animal Control Extended Service (E, G and H), to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1453, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1454

A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
ANIMAL CONTROL SERVICE FOR ELECTORAL AREA F

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund".
2. Money from the current revenue of the Animal Control Extended Service (Electoral Area F), to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1454, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1455

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
COMMUNITY PARKS (ELECTORAL AREA 'A') SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to establish a reserve fund to provide for costs related to purchasing and improving community parks;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'A' Community Parks Reserve Fund".
2. Money from the current revenue of the Electoral Area 'A' Community Parks Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for acquisition of or major improvements to community parks within Electoral Area 'A'.
5. This bylaw may be cited as the "Electoral Area 'A' Community Parks Reserve Fund Bylaw No. 1455, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1456

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
COMMUNITY PARKS (ELECTORAL AREA 'B') SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to establish a reserve fund to provide for costs related to purchasing and improving community parks;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'B' Community Parks Reserve Fund".
2. Money from the current revenue of the Electoral Area 'B' Community Parks Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for acquisition of or major improvements to community parks within Electoral Area 'B'.
5. This bylaw may be cited as the "Electoral Area 'B' Community Parks Reserve Fund Bylaw No. 1456, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1457

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
COMMUNITY PARKS (ELECTORAL AREA 'E') SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to establish a reserve fund to provide for costs related to purchasing and improving community parks;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'E' Community Parks Reserve Fund".
2. Money from the current revenue of the Electoral Area 'E' Community Parks Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for acquisition of or major improvements to community parks within Electoral Area 'E'.
5. This bylaw may be cited as the "Electoral Area 'E' Community Parks Reserve Fund Bylaw No. 1457, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1458

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
COMMUNITY PARKS (ELECTORAL AREA 'F') SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to establish a reserve fund to provide for costs related to purchasing and improving community parks;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'F' Community Parks Reserve Fund".
2. Money from the current revenue of the Electoral Area 'F' Community Parks Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for acquisition of or major improvements to community parks within Electoral Area 'F'.
5. This bylaw may be cited as the "Electoral Area 'F' Community Parks Reserve Fund Bylaw No. 1458, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1459

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
ELECTORAL AREA A NOISE CONTROL EXTENDED SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'A' Noise Control Extended Service Reserve Fund".
2. Money from the current revenue of the Electoral Area 'A' Noise Control Extended Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Electoral Area 'A' Noise Control Extended Service Reserve Fund Bylaw No. 1459, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1460

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
ELECTORAL AREA C NOISE CONTROL EXTENDED SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'C' Noise Control Extended Service Reserve Fund".
2. Money from the current revenue of the Electoral Area 'C' Noise Control Extended Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Electoral Area 'C' Noise Control Extended Service Reserve Fund Bylaw No. 1460, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1461

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
ELECTORAL AREA D NOISE CONTROL EXTENDED SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'D' Noise Control Extended Service Reserve Fund".
2. Money from the current revenue of the Electoral Area 'D' Noise Control Extended Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Electoral Area 'D' Noise Control Extended Service Reserve Fund Bylaw No. 1461, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1462

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
ELECTORAL AREA E NOISE CONTROL EXTENDED SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'E' Noise Control Extended Service Reserve Fund".
2. Money from the current revenue of the Electoral Area 'E' Noise Control Extended Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Electoral Area 'E' Noise Control Extended Service Reserve Fund Bylaw No. 1462, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1463

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
ELECTORAL AREA G NOISE CONTROL EXTENDED SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Electoral Area 'G' Noise Control Extended Service Reserve Fund".
2. Money from the current revenue of the Electoral Area 'G' Noise Control Extended Service , to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Electoral Area 'G' Noise Control Extended Service Reserve Fund Bylaw No. 1463, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1464

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
DISTRICT 69 SWIMMING POOL SERVICE AREA**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds to provide for major maintenance, upgrades and replacement of aquatic equipment and facilities;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "District 69 Swimming Pool Service Reserve Fund".
2. Money from the current revenue of the District 69 Swimming Pool Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for major maintenance, upgrades and replacement of aquatic equipment and facilities.
5. This bylaw may be cited as the "District 69 Swimming Pool Service Reserve Fund Bylaw No. 1464, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1465

**A BYLAW TO ESTABLISH A RESERVE FUND FOR THE
REGIONAL GROWTH MANAGEMENT SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds to cover the costs of major reviews or studies necessary to meet the objectives of the Regional Growth Management plan;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Regional Growth Management Service Reserve Fund".
2. Money from the current revenue of the Regional Growth Management Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for the costs of major reviews of the plan or major studies deemed desirable to meet the objectives of the Growth Management Plan.
5. This bylaw may be cited as the "Regional Growth Management Service Reserve Fund Bylaw No. 1465, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1466

**A BYLAW TO ESTABLISH A RESERVE FUND
FOR THE UNSIGHTLY PREMISES SERVICE**

WHEREAS Section 814(3) of the *Local Government Act* authorizes a Board to establish by bylaw a reserve fund for a specified purpose;

AND WHEREAS it is considered desirable to set aside funds as an allowance for unforeseen bylaw enforcement expenditures, including legal expenditures;

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

1. There is hereby established a reserve fund, pursuant to Section 814(3) of the *Local Government Act*, to be known as the "Unsightly Premises Bylaw Expenditures Reserve Fund".
2. Money from the current revenue of the Unsightly Premises Extended Service, to the extent to which it is available, or as otherwise provided in the *Local Government Act*, may from time to time be paid into the reserve fund.
3. The money set aside may be deposited in a separate bank account or invested in the manner provided by the *Local Government Act* until its use is required.
4. Money in the reserve fund shall be used for legal or other bylaw enforcement costs which may exceed the annual budget for a year.
5. This bylaw may be cited as the "Unsightly Premises Extended Service Reserve Fund Bylaw No. 1466, 2005".

Introduced and read three times this 23rd day of August, 2005.

Adopted this 23rd day of August, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
JUL 28 2005			

MEMORANDUM

TO: R. Lapham
Deputy Administrator

DATE: July 25, 2005

FROM: W. Thexton
Acting Manager, Financial Services

FILE:

SUBJECT: Service Area Boundary Amendment Bylaws – French Creek Area

PURPOSE:

To introduce the following bylaws for first three readings and to forward them to the Inspector of Municipalities for approval:

- “Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.10, 2005”.
- “French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.06, 2005”.
- “French Creek Water Local Service Area Boundary Amendment Bylaw No. 874.05, 2005”.
- “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.35, 2005”.
- “Regional District of Nanaimo French Creek Bulk Water Supply Development Cost Charge Area Boundary Amendment Bylaw No. 1089.03, 2005”.

BACKGROUND:

The Chartwell subdivision and other designated properties in the French Creek area have now been incorporated into the Town of Qualicum Beach. A total of 478 parcels were involved. These properties had been part of a number of Regional District service areas including Rural Streetlighting, French Creek Fire Protection, French Creek Water, Northern Community Sewer, and the French Creek Bulk Water Supply Development Cost Charge Area. Boundary amendment bylaws are required as housekeeping changes to remove these properties from these various service areas.

ALTERNATIVES:

1. To receive the bylaws for first three readings and forward them to the Inspector of Municipalities for approval.
2. To not receive the bylaws for first three readings.

FINANCIAL IMPLICATIONS:

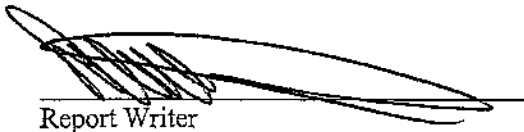
There will be some financial impact on the remaining property owners in the various service areas as a result of this incorporation. Bridge funding and other arrangements will mitigate this impact somewhat. With respect to the French Creek Water Local Service Area, bridge funding is being provided by both the Province (\$60,000 in 2005) and the Town of Qualicum Beach. The town will contribute a decreasing annual payment, from \$60,000 in 2005 to \$28,000 in 2009.

SUMMARY/CONCLUSIONS:

The Chartwell subdivision and other designated properties were incorporated into the Town of Qualicum Beach. These properties had previously been part of a number of Regional District service areas. Boundary amendment bylaws are required to recognize this change.

RECOMMENDATION:

1. That "Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.10, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.
2. That "French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.06, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.
3. That "French Creek Water Local Service Area Boundary Amendment Bylaw No. 874.05, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.
4. That "Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.35, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.
5. That "Regional District of Nanaimo French Creek Bulk Water Supply Development Cost Charge Area Boundary Amendment Bylaw No. 1089.03, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.


Report Writer


Deputy Administrator Concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 791.10

**A BYLAW TO AMEND THE BOUNDARIES OF THE RURAL
STREETLIGHTING LOCAL SERVICE AREA**

WHEREAS Regional District of Nanaimo Bylaw No. 791 established the Rural Streetlighting Local Service;

AND WHEREAS certain properties formerly within the the Rural Streetlighting Local Service Area have been incorporated into the Town of Qualicum Beach;

AND WHEREAS the Board wishes to amend Schedules 'B-1' and 'B-2' to exclude those properties in accordance with the Supplementary Letters Patent issued in connection with the incorporation;

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

1. The boundaries of the Rural Streetlighting Local Service Area are hereby revised to exclude the properties outlined on Schedule 'A' attached hereto and forming part of this bylaw.
2. The amended boundaries of the Rural Streetlighting Local Service Area shall be as shown outlined on Schedules 'B-1' and 'B-2' attached hereto and forming part of this bylaw.
3. Bylaw No. 791.09 is hereby repealed.
4. This bylaw may be cited as "Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.10, 2005".

Introduced and read three times this 23rd day of August, 2005.

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

Adopted this ____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 794.06

**A BYLAW TO AMEND THE BOUNDARIES
OF THE FRENCH CREEK FIRE PROTECTION
LOCAL SERVICE AREA**

WHEREAS the Board of the Regional District of Nanaimo established by "French Creek Fire Protection Local Service Area Establishment Bylaw No. 794, 1990" a local service area for the provision of fire protection;

AND WHEREAS certain properties formerly within the the French Creek Fire Protection Local Service Area have been incorporated into the Town of Qualicum Beach;

AND WHEREAS the Board wishes to amend Schedule 'B' to exclude those properties in accordance with the Supplementary Letters Patent issued in connection with the incorporation;

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

1. This bylaw may be cited as "French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.06, 2005".
2. The boundaries of the "French Creek Fire Protection Local Service Area" are hereby amended to exclude the properties shown in heavy outline on Schedule 'A' attached to this bylaw.
3. The amended boundaries of the "French Creek Fire Protection Local Service Area" are shown in heavy black outline on Schedule 'B' attached to this bylaw.

Introduced and read three times this 23rd day of August, 2005.

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

Adopted this _____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 874.05

**A BYLAW TO AMEND THE BOUNDARIES OF THE
FRENCH CREEK WATER LOCAL SERVICE AREA**

WHEREAS French Creek Water Local Service Establishment Bylaw No. 874, 1992 established the French Creek Water Local Service Area;

AND WHEREAS certain properties formerly within the the French Creek Water Local Service Area have been incorporated into the Town of Qualicum Beach;

AND WHEREAS the Board wishes to amend Schedule 'B' to exclude those properties in accordance with the Supplementary Letters Patent issued in connection with the incorporation;

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

1. The boundaries of the French Creek Water Local Service Area are hereby amended to exclude the properties shown outlined on Schedule 'A' attached hereto and forming part of this bylaw.
2. The amended boundary of the French Creek Water Local Service Area shall be as shown outlined on Schedule 'B' attached hereto and forming part of this bylaw.
3. Schedule 'B' of Bylaw No. 874.04 is hereby repealed.
4. This bylaw may be cited as "French Creek Water Local Service Area Boundary Amendment Bylaw No. 874.05, 2005".

Introduced and read three times this 23rd day of August, 2005.

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

Adopted this _____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 889.35

**A BYLAW TO AMEND THE BOUNDARIES OF THE
NORTHERN COMMUNITY SEWER LOCAL SERVICE AREA**

WHEREAS the Board has enacted the "Regional District of Nanaimo Northern Community Sewer Local Service Conversion Bylaw No. 889, 1993", as amended, which establishes the Northern Community Sewer Local Service Area;

AND WHEREAS certain properties formerly within the the Northern Community Sewer Local Service Area have been incorporated into the Town of Qualicum Beach;

AND WHEREAS the Board wishes to amend Schedules 'C' and 'E' to exclude those properties in accordance with the Supplementary Letters Patent issued in connection with the incorporation;

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

1. This bylaw may be cited as "Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.35, 2005".
2. Schedules 'C' and 'E' attached to and forming a part of Bylaw No. 889 are hereby deleted and replaced with Schedules 'C' and 'E' attached to and forming part of this bylaw.

Introduced and read three times this 23rd day of August, 2005.

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

Adopted this _____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1089.03

**A BYLAW TO AMEND THE BOUNDARIES
OF THE FRENCH CREEK BULK WATER
SUPPLY DEVELOPMENT COST CHARGE AREA**

WHEREAS the Regional District of Nanaimo has established the French Creek Bulk Water Supply Local Service Area by "Regional District of Nanaimo French Creek Bulk Water Local Service Area Development Cost Charge Bylaw No. 1089, 1997";

AND WHEREAS certain properties formerly within the the French Creek Bulk Water Supply Local Service Area have been incorporated into the Town of Qualicum Beach;

AND WHEREAS the Board wishes to amend Schedule 'A' to exclude those properties in accordance with the Supplementary Letters Patent issued in connection with the incorporation;

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

1. This bylaw may be cited as "Regional District of Nanaimo French Creek Bulk Water Supply Development Cost Charge Area Boundary Amendment Bylaw No. 1089.03, 2005".
2. The boundaries of the "French Creek Bulk Water Supply Development Cost Charge Area" are hereby amended to remove the properties shown outlined on Schedule 'B' attached to this bylaw.
3. Schedule 'A' attached to "Regional District of Nanaimo French Creek Bulk Water Local Service Area Development Cost Charge Bylaw No. 1089.02, 2002" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
4. The amended boundaries of the "French Creek Bulk Water Supply Local Service Area Development Cost Charge Area" are shown as outlined on Schedule 'A' attached to this bylaw.

Introduced and read three times this 23rd day of August, 2005.

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

Adopted this _____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR



REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Cms
CAO	GM ES
DA CCD	MoF
JUL 27 2005	

MEMORANDUM

TO: John Finnie, P. Eng.
General Manager Environmental Services

DATE: July 22, 2005

FROM: Carey McIver
Manager Solid Waste

FILE: 2240-20-GVSDD

SUBJECT: Waste Export Agreement Termination

PURPOSE

To consider early termination of the agreement with the Greater Vancouver Sewerage & Drainage District (GVS&DD) to collect, transship and dispose of 17,000 tonnes of RDN municipal solid waste annually.

BACKGROUND

Agreement with GVS&DD

In 1997, to buy time to investigate possible new landfill sites as well as alternatives to landfill, the Board approved the export of one-third of RDN municipal solid waste on an interim basis. In 1998, the Board entered into a four and one-half year agreement with the Greater Vancouver Sewerage & Drainage District (GVS&DD) to collect, transship and dispose of approximately 17,000 tonnes of RDN municipal solid waste annually. In 2002, to provide for additional time to complete the residual waste management plan amendment process, the Board renewed the agreement for a further five years. The current agreement expires on December 31, 2007.

GVS&DD Considering Early Termination

On July 12, 2005 the GVS&DD gave the RDN advanced notice that that they are considering early termination of the agreement due to the provincial decision to suspend approval of the proposed Ashcroft Ranch Landfill near Cache Creek. The province will not consider final approval on this planned replacement for the Cache Creek Landfill until the GVS&DD has reviewed other options as part of their SWMP amendment process.

According to the GVS&DD this could take up to eighteen months. Due to this uncertainty regarding replacement capacity they are looking at ways to maximize the remaining life of the Cache Creek Landfill. Early termination of existing export agreements with other Regional Districts is an option under serious consideration. GVS&DD staff has even indicated that they would be willing to reduce the 12 month notice period stipulated in our agreement with them in an effort to save capacity for their own use.

Waste Export Costs Increasing

The cost of partial waste export has increased significantly due to rising fuel prices. Since 1998 the cost has risen from \$77.80 per tonne to \$94.73 per tonne. Staff from the GVS&DD predicts that the 2006 rate will increase by at least 7% to \$101.36 per tonne with costs expected to increase even further in following years.

RDN Landfill Disposal Capacity

Due to these rising waste export costs, in 2003 the Board approved optimizing capacity at the Regional Landfill by constructing a geogrid reinforced toe berm instead of implementing a full waste export system. The first phase of this berm on the south side of the landfill was constructed in 2004 at a cost of \$3.9 million. This capacity optimization has increased the lifespan of the Regional Landfill to 2014 at a cost of \$15 per tonne compared to the 2004 waste export fee of \$90.13 per tonne. If required, a second berm on the southeast side of the landfill could be constructed in 2014 at an estimated cost of \$7.3 million to provide an additional 20 years of cost-effective, reliable, in-region disposal capacity.

New and Emerging Technologies

In July 2004 the Board approved a new Solid Waste Management Plan (SWMP) addressing both waste diversion and residual management. The plan received final approval from the province in April 2005. With respect to long-term disposal of residual waste, the Plan identifies that, before proceeding with the Phase 2 berm, a review of new and emerging disposal technologies that could reduce reliance on landfilling or waste export be completed by December 2006.

The Plan also identifies the need to acquire a site for a new disposal technology or waste export as well as development of cooperative strategies with other Vancouver Island regional districts. With the purchase of the Arboretum property in 2005 and the construction of the south berm in 2004, the RDN can now undertake a thorough exploration of new and emerging solid waste management opportunities without the pressure associated with a lack of in-region disposal capacity.

The RDN is not the only local government investigating new and emerging disposal technologies. As discussed in the June 2004 Board update on new and emerging technologies, the City of Toronto is currently undertaking a detailed review and the City of Edmonton is already considering the construction of a gasification plant to generate electricity from waste.

Now that the GVS&DD has been directed by the province to review disposal options, the RDN can monitor their progress and participate with other regional districts in any joint initiatives. And, since any new disposal technology will require landfill capacity for process residuals or back-up, the RDN is in an enviable position, given the in-region disposal capacity available at the existing landfill.

ALTERNATIVES

1. Continue partial waste export until the end of the agreement term if the GVS&DD does not initiate early termination.
2. Discontinue partial waste export and terminate the agreement with the GVS&DD.

FINANCIAL IMPLICATIONS

2006 Annual Budget

Under Alternative 1, if the agreement continues to the end of the term, higher than anticipated waste export costs will result in budget deficits in 2006 and 2007 that will require an increase in tipping fees or taxes to offset.

Under Alternative 2, if the GVS&DD agreed to terminate the agreement effective December 31, 2005, the RDN will save \$1.7 million on waste export fees based on the projected 2006 cost of \$101.36 per tonne. However, early termination will also require that this waste be transported to the Regional Landfill at a projected cost of \$130,000 per year. Two 30 tonne trailer loads of garbage at the landfill daily will also require one additional equipment operator at a cost of \$56,000 including benefits. Consequently the total savings to the 2006 annual budget would be roughly \$1.5 million.

Long-Term Financial Plan

Under Alternative 1 the Financial Plan will need to be amended to include an increase in tipping fees or taxes in 2007. However, there will be no impact to the Capital Plan, which already deferred the construction of the nature park on the closed landfill as well as reinforcement of the north slope berm to from 2007 to 2008 due to the purchase of the Arboretum property in February 2005.

Under Alternative 2, the Financial Plan will also need to be amended, in that the savings from early termination may allow these two capital projects to be constructed in 2007 rather than 2008. However, early agreement termination will also reduce the capacity of the Regional Landfill by 2 years.

This means that if a new cost-effective disposal technology is not identified in 2006, the Phase 2 berm will need to be constructed in 2012 rather than 2014 based on current waste generation and diversion rates. Early cancellation of the waste export agreement will allow the accumulation of sufficient reserve funds to accommodate the construction of Phase 2 if it is actually required in 2012. However, staff are optimistic that a green "waste-to-energy" technology could be in place prior to by 2012, which would defer the construction of the Phase 2 berm even further.

CITIZENS/PUBLIC RELATIONS IMPLICATIONS

The Landfill Site Liaison Committee as well as the adjacent community were supportive of the construction of a nature park on the closed landfill and were disappointed to discover that this project was deferred to 2008. If the agreement is terminated early this project can begin construction in 2007 as originally planned. With respect to reducing the capacity of the Regional Landfill, both the Landfill Site Liaison Committee and the Regional Waste Advisory Committee recognize that waste export is not critical to extending landfill capacity and support the construction of the Phase 2 berm if an alternative disposal technology is not identified in 2006 or 2011.


SUMMARY/CONCLUSIONS

In 1997, to buy time to investigate possible new landfill sites as well as alternatives to landfill, the Board approved the export of one-third of RDN municipal solid waste on an interim basis. In 1998, the Board entered into a four and one-half year agreement with the Greater Vancouver Sewerage & Drainage District (GVS&DD) to collect, transship and dispose of approximately 17,000 tonnes of RDN municipal solid waste annually. In 2002 the Board renewed this agreement for a further five years. On July 12, 2005 the GVS&DD gave the RDN advanced notice that that they are considering early termination of the agreement due to the provincial decision to suspend approval of the proposed Ashcroft Ranch Landfill near Cache Creek.

Since 1998 the cost has risen from \$77.80 per tonne to \$94.73 per tonne due to rising fuel prices. Staff from the GVRD predict that the 2006 rate will increase by at least 7% to \$101.36 per tonne with costs expected to increase even further in following years. If the GVS&DD does not initiate early termination and the agreement continues to the end of the term, higher than anticipated waste export costs will result in budget deficits in 2006 and 2007 that will require an increase in tipping fees or taxes to offset. Given that the RDN Solid Waste Management Plan provides for cost-effective, reliable and secure in-region disposal capacity, partial waste export is no longer required to extend the life of the landfill.

RECOMMENDATION

That the Board request early termination of the agreement with the GVS&DD to collect, transship and dispose of 17,000 tonnes of RDN solid waste annually.


Report Writer


General Manager Concurrence

COMMENTS:



Town of Qualicum Beach

**MINUTES OF THE MEETING OF THE
ARROWSMITH WATER SERVICE (AWS) MANAGEMENT COMMITTEE
HELD ON WEDNESDAY, MAY 18, 2005 AT 1:30 PM
AT THE REGIONAL DISTRICT OF NANAIMO OFFICES**

Present:	Director Joe Stanhope	Regional District of Nanaimo
	Kelly Daniels	Regional District of Nanaimo
	John Finnie	Regional District of Nanaimo
	George Holme (Alternate)	Regional District of Nanaimo
	Councillor Marc Lefebvre	City of Parksville
	Gary O'Rourke	City of Parksville
	Fred Manson	City of Parksville
	Councillor Scott Tanner	Town of Qualicum Beach
	Councillor Anton Kruyt (Alternate)	Town of Qualicum Beach
	Mark Brown	Town of Qualicum Beach
	Bob Weir	Town of Qualicum Beach
Also in Attendance:	Antonie Koers	Koers & Associates
	Linda Burgoyne	Recording Secretary, RDN

1. **CALL TO ORDER.**

J. Stanhope called the meeting to order at 1:30 pm.

2. **MINUTES**

MOVED M. Lefebvre, SECONDED A. Kruyt that the minutes from the meeting of the Arrowsmith Water Services Management Committee held March 30, 2005 be adopted.

CARRIED

3. **Operational Update/Status of Reservoir – G. O'Rourke.**

G. O'Rourke advised that the Arrowsmith Dam is currently full and is discharging over the weir. He added that if a reasonable flow continues into the river throughout June, then it can be expected to maintain a sufficient flow for the summer months.

MOVED M. Lefebvre, SECONDED S. Tanner, that the report be received.

CARRIED

4. Capital Plan Update – A. Koers.

A. Koers commented that over the last several years the AWS Committee has been looking at options to downscale the bulk water supply system. In a presentation he explained that the reduced bulk water projections are about half of the originally projected figures from 1996. He reviewed the existing source capacity for surface and well water and reported that if surplus water was shared that there would not be any additional water requirements until 2015, but that after this time bulk water would be required. He suggested that the Committee consider a lower Englishman River intake location and a treatment facility in the same area. The E&N Railway corridor would be used for the water pipeline. This would provide substantial cost savings compared to the original bulk water concept.

Discussion ensued. It was noted that the license may need to be revised if the location of the point of extraction on the river is changed.

A. Koers advised that one option to consider for increasing the use of existing water systems as much as possible would be to redevelop some of the wells.

B. Weir noted that the delivery of the capital plan is critical regarding any land opportunities for upgrades, etc. and for considering the ultimate requirements to work towards the completion of the system.

K. Daniels noted that Nanoose Bay is in critical need for water, especially in view of recent applications received for subdivisions. There is an urgency to know when bulk water will be coming to the area prior to approval of these applications.

J. Finnie added that as a short term measure, if the opportunity arose, could be to consider acquiring existing wells.

A. Koers will pursue additional details concerning costing and options and F. Manson will work on a financial model for presentation at the next AWS Committee meeting.

5. ADDENDUM -- No items**6. OTHER.**

(a) B. Weir advised the Committee that Weyerhaeuser has contacted him concerning the road work construction near the Arrowsmith Dam which will be done this year. The company has asked to meet with Engineers to discuss further details. Reserve funds will be used for this project.

(b) K. Daniels advised that the brochure concerning AWS communications strategy will be circulated in June.

7. **NEXT MEETING**

The next meeting of the Arrowsmith Water Service Management Committee will be held Wednesday, July 13, 2005 at 1:30 pm at the City of Parkville offices.

8. **IN CAMERA**

9. **ADJOURNMENT**

MOVED M. Lefebvre, SECONDED S. Tanner, that this meeting terminate.

TIME: 2:55 PM

J. Stanhope, Chairperson