

**REGIONAL DISTRICT OF NANAIMO**

**COMMITTEE OF THE WHOLE  
TUESDAY, SEPTEMBER 13, 2005  
7:00 PM**

*(RDN Board Chambers)*

**A G E N D A**

**PAGES**

**CALL TO ORDER**

**DELEGATIONS**

4                   Lynn Yip, re Home Based Business.

**MINUTES**

5-11               Minutes of the regular Committee of the Whole meeting held Tuesday, August 9, 2005.

**BUSINESS ARISING FROM THE MINUTES**

**COMMUNICATION/CORRESPONDENCE**

**UNFINISHED BUSINESS**

***COMMUNITY SERVICES***

**EMERGENCY PLANNING**

12-13             Landslide Compensation – Disaster Financial Assistance.

**RECREATION AND PARKS**

14-36             Recreation Facilities and Sports Fields Services Agreements.

37-42             Electoral Area 'A' Recreation & Culture Service Establishing Bylaw No. 1467.

43-56             Cedar Heritage Centre Lease Renewal.

***CORPORATE & COMMUNITY DEVELOPMENT***

**FINANCE**

57-58             2006 to 2011 Financial Plan Review Schedule.

## **FIRE DEPARTMENTS**

- 59-60 Firefighting Vehicle Financing for Extension Fire Department.
- 61-62 Renewal of Fire Protection Service Agreement with the Extension and District Volunteer Fire Department.
- 63-68 Coombs-Hilliars Fire Protection Local Service Area Boundary Amendment Bylaw No. 1022.05 and Errington Fire Protection Local Service Area Boundary Amendment Bylaw No. 821.05.

## **ENVIRONMENTAL SERVICES**

### **LIQUID WASTE**

- 69-72 ISO 14001 Environmental Management System Registration.
- 73-79 Pump and Haul Local Service Area Amendment Bylaw No. 975.40 – Blackbeard and Maple Guard Drives – Area H.

### **UTILITIES**

- 80-89 Drinking Water/Watershed Protection Strategy.
- 90-94 Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.11 – Admiral Tryon Boulevard – Area G.
- 95-116 Water User Rate Amendments – Bylaw No.'s 1468, 619.11, 700.12, 1097.07, 1172.05 and 1383.02.
- 117-130 Property Inclusion into the French Creek Water, Sewer and Streetlighting Local Service Areas – Bylaws No. 813.35, 889.36, 874.06, 1050.03 and 909.01 – Drew Road – Area G.
- 131-132 Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.37 – Barclay Crescent Sewer Service Area.
- 133-138 French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.04 and Sandpiper Streetlighting Local Service Area Boundary Amendment Bylaw No. 909.02 – to Exclude Properties Incorporated into the Town of Qualicum Beach.

## **COMMISSION, ADVISORY & SELECT COMMITTEE**

### **Electoral Area 'A' Recreation Services Study Project Advisory Committee.**

- 139-141 Minutes from the meeting of the Electoral Area 'A' Recreation Services Study Project Advisory Committee held August 16, 2005. (for information)

**Nanoose Bay Parks and Open Space Advisory Committee.**

142-144 Minutes from the meeting of the Nanoose Bay Parks and Open Space Advisory Committee held August 22, 2005. (for information)

**Area 'H' Parks & Open Space Advisory Committee.**

145-148 Minutes from the meeting of the Area 'H' Parks and Open Space Advisory Committee held June 6, 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**

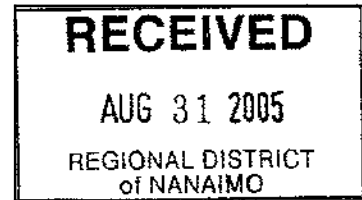
**NEW BUSINESS**

**BOARD INFORMATION** (Separate enclosure on blue paper)

**IN CAMERA**

*That pursuant to Section 90(1) (g) of the Community Charter the Board proceed to an In Camera meeting to consider items relating to a legal matter.*

**ADJOURNMENT**



August 31,2005

Dear Maureen Pearse,

Re: Committee meeting as a whole

I would like to be included in the committee meeting as a whole on the 13<sup>th</sup> of September.

Topic to be discussed : Home based business

Sincerely

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

Lynn Yip  
Ph 468-7779

## REGIONAL DISTRICT OF NANAIMO

### MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON TUESDAY, AUGUST 9, 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. Westbrook	Town of Qualicum Beach
Alternate	
Director B. Dempsey	District of Lantzville
Alternate	
Director D. Brennan	City of Nanaimo
Director J. Manhas	City of Nanaimo
Director L. McNabb	City of Nanaimo

#### Also in Attendance:

B. Lapham	Deputy Administrator
J. Finnie	General Manager of Environmental Services
T. Osborne	Manager of Recreation & Parks
C. McIver	Manager of Solid Waste
N. Avery	Manager of Financial Services
M. Pearse	Manager of Administrative Services
N. Tonn	Recording Secretary

#### CALL TO ORDER

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

#### DELEGATIONS

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

Ms. Taylor raised her concerns with respect to stability problems on property located at 853 Drew Road and the effect it may have on her neighbouring property and the proposal by the RDN to file a Notice on the property title with respect to the hazard. Ms. Taylor requested that the Board not file a notice on her property at 859 Drew Road.

A request was made to bring forward business arising from delegations or communications.

## **BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

### **Landslip on Property Located at 853 Drew Road – Area G.**

MOVED Director Hamilton, SECONDED Director Bartram, that staff be requested to bring forward a report to the Board on the unresolved stability problems regarding the property located at 853 Drew Road.

CARRIED

### **MINUTES**

MOVED Director McNabb, SECONDED Director Manhas, that the minutes of the Committee of the Whole meeting held July 12, 2005 be adopted.

CARRIED

### **COMMUNITY SERVICES**

### **REGIONAL GROWTH MANAGEMENT**

#### **Urban Containment Implementation Agreement.**

MOVED Director Dempsey, SECONDED Director Bartram, that this item be referred back to staff for further review.

CARRIED

### **TRANSPORTATION SERVICES**

#### **License for Emergency Wharf – Gabriola Island.**

MOVED Director Lund, SECONDED Director Brennan, that the Land and Water British Columbia Inc. offer of a 10 year license for an emergency wharf facility on Gabriola Island be accepted.

CARRIED

#### **New Transit Exchange.**

MOVED Director Holme, SECONDED Director Jepson, 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.

CARRIED

### **CORPORATE AND COMMUNITY DEVELOPMENT**

### **BUILDING INSPECTION**

#### **Section 57 of the Community Charter – Contravention of Bylaws.**

MOVED Director Holme, SECONDED Director Hamilton, 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 3, Sections 11 & 12, Range 3, Plan 38230, Mountain Land District, 3021 Jameson Road, Electoral Area 'D', owned by W. Lynn and R. Vosper;
- (b) Lot 13, District Lot 117, Plan 10367, Nanoose District, 3076 Hillview Road, Electoral Area 'E', owned by J. Anderson;
- (c) Lot 4, District Lot 137, Plan 29414, Nanoose District, 1910 Stewart Road, Electoral Area 'E', owned by L. Beaudoin.

CARRIED

## ENGINEERING

### **Cedar Sewer Service Area Establishing Bylaw No. 1445.**

MOVED Director Kreiberg, SECONDED Director McNabb, 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.

CARRIED

### **Cedar Sewer Service Area Capital Charge Bylaw No. 1446 and Cedar Sewer Service Area Development Cost Charges Bylaw No. 1447.**

MOVED Director Kreiberg, SECONDED Director McNabb,:

1. That "Cedar Sewer Service Area Capital Charge Bylaw No. 1446, 2005" be introduced for first three readings.
2. That "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.

CARRIED

The Deputy Administrator noted that a staff report proposing concurrent amendments to the Southern Community Sewer Service Area to remove Electoral Area 'A' and to include the area in the Duke Point Treatment Plant Service Area will be forwarded to the Board.

## FINANCE

### **Operating Results to June 30, 2005.**

MOVED Director Bartram, SECONDED Director Hamilton, that the summary report of financial results from operations to June 30, 2005 be received for information.

CARRIED

### **Financial Plan (2005 – 2010) Amendment Bylaw No. 1431.01 – To Authorize Improvements on Community Park Land – Area D.**

MOVED Director Jepson, SECONDED Director Longmuir,:

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, 2005" having received three readings, be adopted and forwarded to the Ministry of Community Services.

CARRIED

### **Reserve Fund Bylaw Approvals – Bylaws No. 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465 and 1466.**

MOVED Director Westbrook, SECONDED Director Longmuir, that "Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1452, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Animal Control Extended Service (A, B, C, D) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1452, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1453, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Animal Control Extended Service (E, G and H) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1453, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1454, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Animal Control Extended Service (Electoral Area F) Bylaw Enforcement Expenditures Reserve Fund Bylaw No. 1454, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'A' Community Parks Reserve Fund Bylaw No. 1455, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'A' Community Parks Reserve Fund Bylaw No. 1455, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'B' Community Parks Reserve Fund Bylaw No. 1456, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'B' Community Parks Reserve Fund Bylaw No. 1456, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'E' Community Parks Reserve Fund Bylaw No. 1457, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'E' Community Parks Reserve Fund Bylaw No. 1457, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'F' Community Parks Reserve Fund Bylaw No. 1458, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'F' Community Parks Reserve Fund Bylaw No. 1458, 2005" having received three readings be adopted.

CARRIED



MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'A' Noise Control Extended Service Reserve Fund Bylaw No. 1459, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'A' Noise Control Extended Service Reserve Fund Bylaw No. 1459, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'C' Noise Control Extended Service Reserve Fund Bylaw No. 1460, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'C' Noise Control Extended Service Reserve Fund Bylaw No. 1460, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'D' Noise Control Extended Service Reserve Fund Bylaw No. 1461, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'D' Noise Control Extended Service Reserve Fund Bylaw No. 1461, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'E' Noise Control Extended Service Reserve Fund Bylaw No. 1462, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'E' Noise Control Extended Service Reserve Fund Bylaw No. 1462, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'G' Noise Control Extended Service Reserve Fund Bylaw No. 1463, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Electoral Area 'G' Noise Control Extended Service Reserve Fund Bylaw No. 1463, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "District 69 Swimming Pool Service Reserve Fund Bylaw No. 1464, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "District 69 Swimming Pool Service Reserve Fund Bylaw No. 1464, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Regional Growth Management Service Reserve Fund Bylaw No. 1465, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Regional Growth Management Service Reserve Fund Bylaw No. 1465, 2005" having received three readings be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Unightly Premises Extended Service Reserve Fund Bylaw No. 1466, 2005" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Longmuir, that "Unightly Premises Extended Service Reserve Fund Bylaw No. 1466, 2005" having received three readings be adopted.

CARRIED

**Service Area Boundary Amendment Bylaws – French Creek – Area G – Bylaws No. 791.10, 794.06, 874.05, 889.35 and 1089.03.**

MOVED Director Westbrook, SECONDED Director Hamilton, 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.

CARRIED

MOVED Director Westbrook, SECONDED Director Hamilton, 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.

CARRIED

MOVED Director Westbrook, SECONDED Director Hamilton, 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.

CARRIED

MOVED Director Westbrook, SECONDED Director Hamilton, 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.

CARRIED

MOVED Director Westbrook, SECONDED Director Hamilton, 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.

CARRIED

***ENVIRONMENTAL SERVICES***

**SOLID WASTE**

**Waste Export Agreement Termination.**

The Manager of Solid Waste provided a visual presentation on the options available to the Regional District with respect to our existing waste export agreement with Greater Vancouver Sewerage and Drainage District.

MOVED Director Holme, SECONDED Director Jepson, 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.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**Arrowsmith Water Service Management Committee.**

MOVED Director Holme, SECONDED Director Longmuir, that the minutes of the Arrowsmith Water Service Management Committee meeting held May 18, 2005 be received for information.

CARRIED

**Regional Growth Monitoring Advisory Committee/State of Sustainability Project.**

MOVED Director Brennan, SECONDED Director McNabb, that the minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meeting held July 20, 2005 be received for information.

CARRIED

**Intergovernmental Advisory Committee.**

MOVED Director McNabb, SECONDED Director Bartram, that the minutes of the Intergovernmental Advisory Committee meetings held July 7, 2005 and July 19, 2005 be received for information.

CARRIED

**Regional Parks & Trails Advisory Committee.**

MOVED Director Kreiberg, SECONDED Director Holme, that Peter Rothermel and Frank Van Eynde be appointed to the Regional Parks and Trails Advisory Committee for a term ending December 31, 2007 and that Harriet Rueggeberg be appointed to the Regional Parks and Trails Advisory Committee for a term ending December 31, 2006.

CARRIED

**IN CAMERA**

MOVED Director Holme, SECONDED Director Bartram, 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.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 7:40 PM

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CHAIRPERSON



**REGIONAL  
DISTRICT  
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO			
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CAO		GM ES	
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**MEMORANDUM**

**TO:** Neil Connelly  
General Manager, Community Services

**DATE:** September 1, 2005

**FROM:** Jani M. Thomas  
Protective Services Coordinator

**FILE:** 7140-01

**SUBJECT:** Landslide Compensation -- Disaster Financial Assistance

**PURPOSE**

This report responds to the resolution at the August 23, 2005 Board meeting that "*staff be encouraged to look into the new landslide compensation being provided by the Province to North Vancouver*".

**BACKGROUND**

In January 2005, a landslide occurred after heavy rain in the Blueridge Scymour area of the District of North Vancouver, killing one resident and seriously injuring another. This event prompted the District of North Vancouver to activate their Emergency Plan and work closely with the Provincial Emergency Program. A State of Emergency was declared and over 100 homes were evacuated.

Part of the emergency response included geotechnical reports of the most impacted homes, which indicated further landslide possibility and ongoing risk to area residents and damage to property. The report by BGC Engineering Inc. made occupation conditional upon certain recommendations:

- a) continued operation of a full-time rainfall and piezometer monitoring program, including protocols for re-evacuation that are maintained 24 hrs/day and seven days/wk until such time as a long-term mitigation strategy is developed and implemented and;
- b) continued and effective control of roof and driveway surface runoff into the storm sewer system.

The affected homeowners had been apprised of their right to make claim for disaster reimbursement. In the interest of public safety, the District of North Vancouver made the decision to purchase several of the most affected homes and created a Slope Management Plan for the whole escarpment. The money to purchase the homes was made available via the Provincial Emergency Program disaster response, which administers the *(Emergency Program Act) Compensation and Disaster Financial Assistance Regulation*.

Disaster Financial Assistance (DFA)

The Regulation includes various categories of eligibility – farms, commercial, industrial, renters, home owners, and local government.

DFA for local government has very specific requirements for reimbursement based on two important phases - Response and Recovery.

### **Response**

The British Columbia Emergency Management Response System defines **response** as "Activities designed to address the short-term effects of a disaster. All actions taken after an emergency event to save lives protect property and limit damage to the environment."

### **Recovery**

"Restoration of damaged infrastructure and continuation of public services. Short term recovery returns vital life support systems to minimum operating standards. Long term or community recovery may continue to take years".

Approved costs/actions undertaken by the local government during the **response** phase of an emergency are reimbursed 100%. This may include the wages of staff hired to backfill positions left by employees involved in the emergency. Approved costs incurred during the **recovery** phase of an emergency are reimbursed at 80%.

### Local Context

During the same time frame of the District of North Vancouver landslide, smaller flooding and landslip events occurred in the RDN. All actions taken were approved by PEP and carried out as **response** activities. 100% reimbursement was made to the RDN by the Province in May 2005. Residents were advised by the RDN the day after the initial flooding of the availability of DFA, and application packages were made available at the RDN administration building.

### **ALTERNATIVES**

1. To receive the report for information
2. To receive the report for information and provide other direction to staff.

### **FINANCIAL IMPLICATIONS**

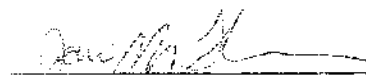
There are none associated with this report.


### **SUMMARY**

The District of North Vancouver experienced a major emergency response event in January 2005, with continuing recovery activities. Financial relief was sought from the Province, and eligible approved response actions were reimbursed at 100%, with recovery costs reimbursed at 80% . This same Disaster Financial Assistance was accessed by the RDN during January 2005.

### **RECOMMENDATION**

That the report on landslide compensation be received for information.

  
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
General Manager Concurrence



**REGIONAL  
DISTRICT  
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO			
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CAO		GM ES	
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**MEMORANDUM**

**TO:** Neil Connelly  
General Manager of Community Services

**DATE:** August 25, 2005

**FROM:** Tom Osborne  
Manager of Recreation and Parks

**FILE:** 5920-20-D69

**SUBJECT:** Recreation Facilities and Sports Fields Services Agreements

**PURPOSE**

To review approaches to a revised cost sharing structure for the renewal of the School District 68 and 69 Recreation Facilities and Sports Field Services Agreements.

**BACKGROUND**

On completion of the Regional Services Review in 2000, the Regional District entered into agreements with the City of Nanaimo, the City of Parksville and the Town of Qualicum Beach to share the costs of certain regionally significant recreation facilities and sports fields. The District of Lantzville was added as a separate municipal participant after its incorporation in 2003. Both agreements expire at the end of 2005.

In District 68, the City of Nanaimo, District of Lantzville and Electoral Areas A, B, C and D share in the operating costs of the City's four major recreation centres, eleven City sports fields and two Electoral Area sports fields (Area B and Area C). In District 69, the City of Parksville, Town of Qualicum Beach and Electoral Areas E, F, G and H share in the operating costs of two City of Parksville sports fields and one Town of Qualicum Beach sports field. The jurisdiction that owns the facility is responsible for any significant capital cost improvement to their facilities.

The apportionment of costs in both agreements is determined by the usage that each area makes of the facility. Currently usage is determined by conducting a survey of participants every three years. The survey methodology has resulted in significant shifts among participants over the first five year agreement period. Consequently, after its review of the most recent financial plan the Regional Board passed the following resolution:

*"That alternative funding formulas be reviewed as part of the renewal process of the Recreation Facilities and Sportsfield Services Agreements in District 68 and 69."*

**Usage Survey Model**

The survey method prescribed two separate approaches to recreation facilities and sportsfields. Facility usage is captured by counting 'public sessions attended'. Sportsfield usage is based upon the street addresses of participants in team registration lists. Completing a survey costs about \$13,000 to \$15,000.

There have been two primary challenges to capturing information using the survey method. The collection of team registrant street addresses depends on the accuracy of the record keeping performed by external volunteers, such as coaches and team executives. Persons in these volunteer positions change frequently and they themselves meet some reluctance from team participants to fully divulge street addresses. Similar reluctance has been experienced during the collection of street addresses from drop in participants at recreation facilities. Collecting information during drop in sessions is logistically awkward when the session is busy and participants demonstrate some discomfort with the intrusion of the data collection questions.

One alternative to consider is to adjust the survey period to once every five years from the current three years. While the process itself would be no less challenging, it would reduce the significant effort and cost of completing the survey.

An additional area of concern expressed by City of Nanaimo staff is the use of "public sessions" for cost sharing in ice arenas. Both Regional District and City staff agree that team sports are a better reflection of usage in ice arenas generally and therefore, staff recommend that at a minimum any amendment to the agreement reflect the use of team registration data for cost sharing in ice arenas.

#### **Assessment / Population Model**

On February 22, 2005, the Regional Board approved considering a new cost sharing model for District 69 Recreation Services (Oceanside Place, Ravensong Aquatic Centre, and District 69 Recreation Coordination) based on a blend of 50/50 assessment/population. The introduction of some form of population based accounting in the cost sharing formula is a reflection that recreation services are provided to people rather than to property. This model seems to be reasonably relevant to facility usage and would eliminate the recently experienced swings of the survey method, the reliance on external parties for information and the \$13,000 to \$15,000 cost.

#### **ALTERNATIVES**

1. Authorize a renewal of the recreation facilities and sportsfield agreements for a five year term commencing January 1, 2006. The cost sharing formulas would be amended to provide that District 68 ice arenas will be cost shared on the basis of team registration statistics and that usage surveys will be conducted in the final year of each agreement term to establish cost sharing for the following agreement term.
2. Authorize a renewal of the recreation facilities and sportsfield agreements for a five year term commencing January 1, 2006. Amend the cost sharing formula to reflect the application of 50 % population/50 % assessment.

**FINANCIAL IMPLICATIONS**

1. The cost allocations among participants would be in accordance with the survey results.
2. The tables below illustrate the change from the survey methodology to the 50/50 assessment/population cost sharing model.

**Table 1 - District 68 Agreement**

Participant	2005 Cost – Survey	2005 Cost – 50/50 Assessment/Population	Change
City of Nanaimo	\$4,923,565	\$4,445,518	(\$478,047)
District of Lantzville	\$211,742	\$230,303	\$18,561
Electoral Area A	\$225,004	\$369,673	\$144,669
Electoral Area B	\$78,349	\$237,115	\$222,477
Electoral Area C	\$31,788	\$122,548	\$123,689
Electoral Area D	\$111,978	\$63,554	(\$31,349)
<b>Totals</b>	<b>\$5,582,425</b>	<b>\$5,582,426</b>	

Participants in District 68 would be significantly impacted by a change to the assessment/population model. In District 68, the City of Nanaimo “uses” its facilities at percentages averaging over 88%, which is considerably higher than it’s weighting on either a population or assessment basis. Electoral Area B also stands out under this analysis – Area B averages about 4% by assessment/population but its usage data indicates a level of 1.4%.

**Table 2 - District 69 Agreement**

Participant	2005 Cost - Survey	2005 Cost – 50/50 Assessment/Population	Change
City of Parksville	\$128,018	\$105,429	(\$22,590)
Town of QB	\$76,648	\$80,877	\$4,229
Electoral Area E	\$45,662	\$63,173	\$17,511
Electoral Area F	\$51,370	\$52,961	\$1,591
Electoral Area G	\$87,248	\$68,130	(\$19,118)
Electoral Area H	\$18,754	\$37,131	\$18,377
<b>Totals</b>	<b>\$407,700</b>	<b>\$407,700</b>	

Participants in District 69 appear likely to experience lower impacts by changing the cost sharing formula compared to District 68; however, the spread is still too large to consider this approach.

The premise of the original agreements as developed as part of the Regional Services Review - Phase I, were to have them be based on usage, which at the time the Board determined was the most fair and reasonable approach. To consider Assessment / Population model is a fundamental shift away from the agreement’s original intent.



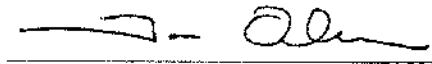
## CONCLUSIONS

The recreation facilities and sportsfield agreements in District 68 and 69 expire in December 2005. This report considers the implications of amendments to the cost sharing formulas as directed by the Board earlier this year. Staff has discussed some of the logistical challenges experienced with the survey method, which include the effect of unanticipated changes in participation rates, but more importantly, concerns about the ability to gather accurate data. This review focuses on changing the cost sharing method from a usage based survey to applying 50% population/50% assessments. The results suggest significant changes to participants in the District 68 agreement, but lesser changes for participants in District 69.

It is clear that the survey method remains the better reflection of benefit for District 68 and 69 participants and staff recommends no changes to the survey methodology. Staff recommends that the usage survey be conducted in the final year of each agreement term to establish cost sharing for the following agreement term. Staff also concurs that the measure of usage for ice arenas under the agreement in District 68 should be based on team registration statistics.

## RECOMMENDATIONS

1. That the District 68 Sports Field and Recreation Services Agreement for 2006-2010 be approved with the usage data for District 68 ice arenas to be based on team registration statistics and with the usage survey to be conducted in the final year of the Agreement's term to establish cost sharing for the following agreement term.
2. That the District 69 Sports Field Services Agreement for 2006-2010 be approved, with the usage survey to be conducted in the final year of the Agreement's term to establish cost sharing for the following agreement term.

  
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
General Manager Concurrence

**DISTRICT 68 SPORTS FIELD & RECREATION SERVICES AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2005

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Rd.  
Nanaimo BC  
V9T 6N2  
("Regional District")

OF THE FIRST PART

AND:

**CITY OF NANAIMO**

455 Wallace Street  
Nanaimo, BC  
V9R 5J6  
("Nanaimo")

OF THE SECOND PART

**DISTRICT OF LANTZVILLE**

7192 Lantzville Road  
P.O. Box 100  
Lantzville, BC  
V0R 2H0  
("Lantzville")

OF THE THIRD PART

**WHEREAS:**

- A. By Agreement dated the 7th day of February, 1997 between Nanaimo and the Regional District, Nanaimo has provided access to Sports Fields (as defined herein) and operated recreational programs as a service to members of the general public residing within the Regional District outside of the boundaries of Nanaimo and within Electoral Areas A, C and D;
- B. Lantzville was incorporated as a municipality June 25, 2003 and wishes the City to continue to provide access to Sports Fields and to operate recreational programs as a service to its residents.
- C. The Regional District wishes Nanaimo to continue providing access to Sports Fields and recreational services to members of the public residing outside of the boundaries of Nanaimo and within Electoral Areas A, B, C and D;
- D. The Regional District and Nanaimo wish to continue to permit the Regional District to have an ongoing voice in recreation service provision through, among other things, participation by representatives of the Regional District on a Parks and Recreation Commission established by Nanaimo;

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

## 1.0 DEFINITIONS

In this Agreement:

- 1.1 **“Capital Costs”** shall generally mean the development of a new Sports Field or Recreation Facility and/or an upgrade to an existing Sports Field or Recreation Facility costing more than \$10,000 including but not limited to the construction of facilities or improvements, or the addition, replacement, repair or extension of fences, roofs, seating, irrigation systems, wells, drainage, lighting, backstops, goalposts, time clocks or similar game display signage or sod replacement.
- 1.2 **“Commencement Date”** means January 1, 2006.
- 1.3 **“Cost of Operation and Maintenance”** means:
- (a) in relation to Sports Fields, the Net Costs for Sports Fields for the items set out in Schedule “A”;
  - (b) in relation to Nanaimo Recreation Facilities, the Net Costs for Nanaimo Recreation Facilities for the items set out in Schedule “B”;
- but does not include Capital Costs or debt;
- 1.4 **“Electoral Areas”** means that portion of the Regional District included within the boundaries of Electoral Areas A, B, C and D.
- 1.5 **“District 68”** means that portion of the Regional District included within the boundaries of Nanaimo, Lantzville and Electoral Areas A, B, C and D;
- 1.6 **“Lantzville”** means the District of Lantzville;
- 1.7 **“Nanaimo”** means the City of Nanaimo;
- 1.8 **“Nanaimo Recreation Facilities”** means:
- (a) Beban Park;
  - (b) Bowen Park;
  - (c) Civic Arena;
  - (d) Nanaimo Aquatic Centre;
  - (e) Nanaimo Ice Centre.
- 1.9 **“Net Cost”** means prior year actual expenditures for the Cost of Operation and Maintenance less cost recovery from fees and charges imposed for the use of Nanaimo Recreation Facilities and Sports Fields;
- 1.10 **“Participating Areas”** means Nanaimo, Lantzville and Electoral Areas A, B, C and D of the Regional District of Nanaimo;
- 1.11 **“Recreation Services”** means recreation and community services offered at Nanaimo Recreation Facilities to residents of the Regional District Areas;
- 1.12 **“Regional District”** means the Regional District of Nanaimo;
- 1.13 **“Regional District Areas”** means that portion of the Regional District included within the

boundaries of Lantzville, Electoral Areas A, B, C and D;

- 1.14 “**Sports Field**” means land developed for the playing of baseball, softball and soccer and other sport activities which is owned and operated by either Nanaimo or the Regional District, within the Electoral Areas, and includes the following:

City of Nanaimo:

- (a) Beban Park
- (b) Bowen West
- (a) McGirr Park
- (b) Trofton Park
- (c) May Bennett Park
- (d) Caledonia Park
- (e) Robins Park
- (f) Gyro Park
- (g) Harewood Park
- (h) Pleasant Valley Park; and

Regional District of Nanaimo:

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

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

- 1.15 “**Sports Field Services**” means:

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

- 1.16 “**Term**” means the period of time from the Commencement Date to December 31, 2010.

## 2.0 INTERPRETATION

- 2.1 A reference in this Agreement to:

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

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

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

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

## 3.0 SERVICES

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

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

#### 4.0 PAYMENT

4.1 Subsequent to 2006, payment to Nanaimo shall be made in accordance with the following:

(a) Cost share calculation:

Each party shall share in the Cost of Operation and Maintenance of Sports Fields and/or Recreation Services on the basis of usage. Percent of usage shall be determined once every five (5) years by conducting a statistically valid survey as set out in Section 6.0.

(b) Payment to municipality

Total costs reported by municipality for cost sharing purposes	\$ xxxx
Less: municipality share calculated under the formula in 4.1(a) above	( xxx )
Net amount payable to municipality	\$ xxx

4.2 Annual Budget

(1) For the purpose of calculating annual contribution amounts under Section 4.1(b), in each year during the Term of this Agreement, Nanaimo, Lantzville and the Regional District respectively, shall provide to each other, on or before January 31st a statement of actual Costs of Operation and Maintenance compared to budget for the prior year ending December 31<sup>st</sup>. The costs to be shared shall consist of prior year actual Nanaimo and/or Lantzville costs, budgeted current year Regional District costs and any prior year surplus or deficit as reported by the Regional District for Sports Fields in the Regional District Areas.

(2) For the purposes of preparing the Regional District's financial plan, Nanaimo and/or Lantzville shall also provide to the Regional District annually along with the budget information in 4.2(1) above an estimate of the Cost of Operation and Maintenance for Sports Fields and Recreation Facilities for the subsequent five year period.

4.3 Payment Due Date

The amount payable to Nanaimo under 4.1(b) shall be remitted on or before August 2<sup>nd</sup> in each year during the Term of this Agreement.

4.4 Debt

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

#### 5.0 NEW SPORTS FIELDS/CITY RECREATION FACILITIES

5.1 The Participating Areas shall use best efforts to agree which Sports Fields shall be included in the inventory of Sports Fields by November 30<sup>th</sup> of each year.

5.2 Where a new Sports Field or Recreation Facility within a municipality is added under this agreement the Cost of Operation and Maintenance for the first year shall be the average Cost of

Operation and Maintenance for all Sports Fields or Recreation Facilities for the prior year. After the first year the Cost of Operation and Maintenance shall be as reported in the municipal accounts under Section 4.2(1).

- 5.3 Where a new Sports Field within the Regional District Areas is added under this agreement the Cost of Operation and Maintenance for the first year shall be the average Cost of Operation and Maintenance for all Sports Fields in the Regional District Areas for the prior year. After the first year the Cost of Operation and Maintenance shall be as reported in the Lantzville and/or Regional District accounts under Section 4.2.
- 5.4 Where a new Recreation Facility is constructed, it shall not form part of this Agreement until a survey conducted pursuant to Section 4.1(a) is undertaken which demonstrates that 10% or more of the population from the Regional District Areas is attending public sessions at the facility.
- 5.5 Where as it is known that the Nanaimo Ice Centre is scheduled to be completed in 2006 and the Civic Arena is scheduled for demolition at a later date, the survey of team registrations will be conducted two years after the opening date of the Nanaimo Ice Centre to determine District 68 Arena usage.

## 6.0 SURVEY

- 6.1 The usage survey of Recreation Facilities and Sportsfields shall be:
  - (a) conducted by the Regional District in the final year of the Agreement, notwithstanding Section 5.5, to set the amounts for the following Agreement term, with the survey conducted in 2004 to be used for the annual budget processes in 2006, 2007, 2008, 2009 and 2010;
  - (b) the survey shall collect street addresses for the purposes of identifying the participating area as follows:
    - (i) for aquatic centers the survey shall be based on drop-in public attendance
    - (ii) for ice arenas the survey shall be based on the addresses provided from team registrations
    - (iii) for Sports Fields the survey shall be based on the addresses provided from team registrations

## 7.0 INDEMNITY

- 7.1 A party to this Agreement (hereinafter called the "**Supplying Party**") that provides the Services to another party to this Agreement (herein after called the "**Receiving Party**"), shall indemnify, defend and save harmless the Receiving Party and its elected and appointed officers, employees, agents, successors and assigns from all manner of actions, causes of action, suits, debts, losses, liabilities, costs, expenses, claims and demands whatsoever (collectively "**Liability**") arising out of any wrongful act, omission or negligence on the part of the Supplying Party, its elected or appointed officers, employees, agents, successors and assigns arising out of the Services provided under this Agreement, except to the extent of a wrongful act, or the Liability is caused by the omission in negligence of the Receiving Party.

**8.0 PAYMENT RATES**

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

**9.0 COVENANTS OF THE PARTIES**

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

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

9.2 Nanaimo and the Regional District shall consult with each other with respect to the planning and co-ordination of future Sports Field and Recreation Facility development.

**10.0 MISCELLANEOUS**

**10.1 Waivers**

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

**10.2 Statutory Powers**

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

**10.3 Modification**

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

**10.4 Assignment**

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

**10.5 Survival**

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

10.6 Notice

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

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

District of Lantzville  
7192 Lantzville Road  
P.O. Box 100  
Lantzville, BC V0R 2H0  
Attention: Administrator

City of Nanaimo  
455 Wallace Street  
Nanaimo, BC V9R 5J6  
Attention: City Clerk

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

10.7 Independent Contractor

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

10.8 Entire Agreement

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

10.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may



appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the Commercial Arbitration Act (British Columbia). The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

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

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

The Corporate Seal of the )  
**CITY OF NANAIMO** )  
was hereto affixed in the presence ) (seal)  
of its authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
 )  
\_\_\_\_\_)  
Officer Responsible for Corporate )  
Administration )

The Corporate Seal of the )  
**DISTRICT OF LANTZVILLE** )  
was hereto affixed in the presence ) (seal)  
of its authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
 )  
\_\_\_\_\_)  
Administrator )

## SCHEDULE "A"

### Costs of Sports Field Operation and Maintenance

Labour - includes wages and benefits;

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

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

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

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

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

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

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

Garbage Collection - means collection of litter from Sports Fields;

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

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

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

## SCHEDULE "B"

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

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

Labour – includes wages and benefits;

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

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

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

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

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

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

Garbage Collection – means collection of garbage from the Facilities;

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

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

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

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

**SCHEDULE "C"**

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

**DISTRICT 69 SPORTS FIELD SERVICES AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2005

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**  
6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2  
("Regional District")

OF THE FIRST PART

AND:

**CITY OF PARKSVILLE**  
Box 1390  
Parksville, BC  
V9P 2H3  
("Parksville")

OF THE SECOND PART

AND:

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

OF THE THIRD PART

**WHEREAS:**

- A. Parksville, Qualicum Beach and the Regional District operate and maintain Sports Fields within their boundaries which are used by residents of Parksville, Qualicum Beach and the Regional District;
- B. The parties wish to provide continued access to Sports Fields to members of the public residing within the boundaries of Parksville, Qualicum Beach and within Electoral Areas E, F, G and H of the Regional District by way of agreement;

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

**1.0 DEFINITIONS**

In this Agreement:

- 1.1 "Capital Costs" shall generally mean the development of a new Sports Field or an upgrade to an existing Sports Field costing more than \$10,000 including but not limited to the construction of facilities or improvements, or the addition, replacement, repair or extension of fences, roofs, seating, irrigation systems, wells, drainage, lighting, backstops, goalposts, time clocks or similar game display signage or sod replacement.

- 1.2 **"Commencement Date"** means January 1, 2006;
- 1.3 **"Cost of Operation and Maintenance"** in relation to Sports Fields, means the Net Costs for Sports Fields for the items set out in Schedule "A", but does not include the Capital Costs or debt;
- 1.4 **"District 69"** means that portion of the Regional District included within the boundaries of the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G, and H;
- 1.5 **"Electoral Areas"** means that portion of the Regional District included within the boundaries of Electoral Areas E, F, G and H;
- 1.6 **"Net Cost"** means prior year actual expenditures for the Cost of Operation and Maintenance less cost recovery from fees and charges imposed for the use of Sports Fields;
- 1.7 **"Parksville"** means the City of Parksville;
- 1.8 **"Participating Areas"** means Parksville, Qualicum Beach, and Electoral Areas E, F, G and H of the Regional District of Nanaimo;
- 1.9 **"Qualicum Beach"** means the Town of Qualicum Beach;
- 1.10 **"Regional District"** means the Regional District of Nanaimo;
- 1.11 **"Sports Field"** means land developed for the playing of baseball, softball and soccer and other sport activities which is owned and operated by either Parksville, Qualicum Beach or the Regional District, within Electoral Areas E, F, G or H, and includes the following:
- (a) Springwood Park (City of Parksville);
  - (b) Parksville Community Park (City of Parksville);
  - (c) Qualicum Beach Community Park (Town of Qualicum Beach); and
- any Sports Field within Parksville, Qualicum Beach or the Regional District, which meets the criteria to be considered a Sports Field under Section 5.0;
- 1.12 **"Services"** means
- (a) operation and maintenance of Sports Fields in District 69; and
  - (b) permitting access to and use of Sports Fields by residents of the Participants to this Agreement.
- 1.13 **"Term"** means the period of time from the Commencement Date to December 31, 2010;

## **2.0 INTERPRETATION**

2.1 A reference in this Agreement to:

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

- 2.2 The headings of paragraphs, articles and sections of this Agreement are for convenience of reference only, do not form part of this Agreement and are not to be used in the interpretation of this Agreement.
- 2.3 This Agreement is to be governed and construed in accordance with the laws of the Province of British Columbia.
- 2.4 If any paragraph, article or section of this Agreement is declared or held invalid for any reason, the paragraph, article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.

### 3.0 SERVICES

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

### 4.0 PAYMENT

- 4.1 Subsequent to 2006, payments to Parksville and Qualicum Beach shall be made in accordance with the following:

- (a) Cost share calculation:

The cost of providing Sports Field Services shall be apportioned between Parksville, Qualicum Beach and the Regional District each year on the following basis:

Each party shall share in the Cost of Operation and Maintenance of Sports Fields on the basis of usage. Percent of usage shall be determined once every five (5) years by conducting a statistically valid survey as set out in Section 6.0.

- (b) Payment will be made by the Regional District to Parksville and Qualicum Beach as follows:

Total costs reported by municipality for cost sharing purposes	\$ xxxx
Less: municipality share calculated under the formula in 4.1(a) above	<u>( xxx )</u>
Net amount payable to municipality	\$ <u>xxx</u>

### 4.2 Annual Budget

- (1) For the purpose of calculating annual contribution amounts under Section 4.1(b), in each year during the Term of this Agreement, Parksville, Qualicum Beach and the Regional District respectively, shall provide to each other, on or before January 31st a statement of actual Costs of Operation and Maintenance compared to budget for the prior year ending December 31<sup>st</sup>. The costs to be shared shall consist of prior year actual municipal costs, budgeted current year Regional District costs and any prior year surplus or deficit as reported under the Regional District for sports fields in the Electoral Areas.

- (2) For the purposes of preparing the Regional District's financial plan, Parksville and Qualicum Beach shall also provide to the Regional District annually along with the budget information in 4.2(1) above an estimate of the Cost of Operation and Maintenance for the subsequent five year period.

4.3 Payment Due Date

Parksville, Qualicum Beach and the Regional District respectively, shall pay over to each other the amounts calculated under 4.1(b), on or before August 2<sup>nd</sup> in each year during the Term of this Agreement.

4.4 Debt

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

**5.0 NEW SPORTS FIELDS**

- 5.1 The Parties shall use best efforts to agree which Sports Fields shall be included in the inventory of Sports Fields by November 30<sup>th</sup> of each year.

- 5.2 Where a new Sports Field within a municipality is added under this agreement the Cost of Operation and Maintenance for the first year shall be the average Cost of Operation and Maintenance for all Parksville and Qualicum Beach Sports Fields for the prior year. After the first year the Cost of Operation and Maintenance shall be as reported in the municipal accounts under Section 4.2.

- 5.3 Where a new Sports Field within an Electoral Area is added under this agreement the Cost of Operation and Maintenance for the first year shall be the average Cost of Operation and Maintenance for all Sports Fields for the prior year. After the first year the Cost of Operation and Maintenance shall be as reported in the Regional District accounts under Section 4.2.

**6.0 SURVEY**

- 6.1 The usage survey of sports fields shall be:

- (a) conducted by the Regional District in the final year of the Agreement to set the amounts for the following Agreement term, with the survey conducted in 2004 to be used for the annual budget processes in 2006, 2007, 2008, 2009 and 2010;
- (b) the survey shall collect street addresses from team registrations for the purposes of identifying the participating area

**7.0 INDEMNITY**

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



appointed officers, employees, agents, successors and assigns arising out of the Services provided under this Agreement., except to the extent of a wrongful act, or the Liability is caused by the omission in negligence of the Receiving Party.

**8.0 PAYMENT RATES**

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

**9.0 COVENANTS OF THE PARTIES**

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

9.2 Parksville, Qualicum Beach and the Regional District shall consult with each other with respect to the planning and coordination of future Sports Field development.

**10.0 MISCELLANEOUS**

**10.1 Waivers**

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

**10.2 Statutory Powers**

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

**10.3 Modification**

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

**10.4 Assignment**

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

**10.5 Survival**

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

10.6 Notice

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

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

City of Parksville  
100 E. Jensen Ave.  
Parksville, BC V9P 2H3  
Attention: Director of Administrative Services

Town of Qualicum Beach  
201 – 660 Primrose  
Qualicum Beach, BC  
V9K 1S7  
Attention: Corporate Administrator

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

10.7 Independent Contractor

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

10.8 Entire Agreement

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

10.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be

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

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

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

\_\_\_\_\_)  
Chair )

\_\_\_\_\_)  
Officer Responsible for Corporate )  
Administration )

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

\_\_\_\_\_)  
Mayor )

\_\_\_\_\_)  
Officer Responsible for Corporate )  
Administration )

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

\_\_\_\_\_)  
Mayor )

\_\_\_\_\_)  
Officer Responsible for Corporate )  
Administration )

## SCHEDULE "A"

### Cost of Maintenance and Operation

Labour - includes wages and benefits;

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

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

Field Houses - means cleaning, supplies, lighting, heating and similar operating costs for change rooms and washroom facilities at each park

Water - means costs related to the irrigation of Sports Fields including operation and maintenance of wells and in ground irrigation systems

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

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

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

Garbage Collection - means collection of litter from Sports Fields;

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

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

Costs of Sports Field Operation and Maintenance do not include Capital Costs as defined herein.



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>AZ</i>	McF	
SEP 06 2005			
<i>COW</i>			

**MEMORANDUM**

**TO:** Neil Connelly  
General Manager of Community Services

**DATE:** August 18, 2005

**FROM:** Tom Osborne  
Manager of Recreation and Parks

**FILE:**

**SUBJECT:** Electoral Area 'A' Recreation and Culture Service Establishing Bylaw No. 1467

**PURPOSE**

To consider a bylaw to establish an Electoral Area 'A' Recreation and Culture Service Function that will require voter assent in a referendum to be held on November 19, 2005.

**BACKGROUND**

In May of 2005, the Electoral Area 'A' Recreation Services Study Advisory Committee developed and implemented a survey to determine the level of satisfaction with the current recreation services provided for Area 'A' residents and gauge support for the creation of a local recreation service function.

The findings of the study concluded that were close to 75% of respondents who considered recreation important or very important in their lives. The study also found that approximately 60% of respondents were satisfied with local recreation services compared to 30% who were not satisfied. With respect to the City of Nanaimo based recreation services, the number of satisfied respondents was higher at 85%. Close to 70% of respondents (2 out of 3) believe they are getting good value for their recreation tax dollars with the understanding that it is being used to provide access to the City of Nanaimo services.

The results for alternative approaches to recreation service delivery in Electoral Area 'A' indicated that support for a local recreation service function was split between those supporting at approximately 46% and those not supporting at approximately 49%.

The Committee reviewed the findings of the survey and felt that although the survey results were supportive of the provision of recreation services, they were not conclusive enough to determine if a referendum would pass or fail should the project continue to the next phase. The Committee then passed a resolution that was approved at the Regional District Board Regular Meeting held on July 26, 2005 as follows:

*"That the Regional District proceed to Phase III of the Recreation Services Study to conduct a referendum in November 2005 for the creation of a local recreation service function in Electoral Area 'A'."*

The model for creation of localized recreation and culture services will be similar to what was done for Gabriola Island, which established a local service area for the purpose of providing recreation services in 1996, as well as inclusion in the District 68 Sports Field and Recreation Services Agreement. After

providing direct recreation services through RDN staff, in 2002 the Regional Board entered into annual agreements with the Gabriola Recreation Society to provide the service. The same concept is being proposed for Electoral Area 'A'; however, the service provider would be the Comets Sports Recreation and Culture Society which is a long standing society in Electoral Area 'A' with local experience in the provision of sports, recreation and culture services.

The establishing bylaw and referendum question recommended by the EA 'A' Recreation Services Study Committee and proposed by staff are outlined below:

### **Electoral Area 'A' Recreation and Culture Service Establishing Bylaw**

Bylaw No. 1467 will establish a recreation and culture service for the residents of Electoral Area 'A' which includes the communities of Cedar, South Wellington and Cassidy. The annual requisition for this service would be the greater of \$96,750 or \$0.150 per \$1,000 of net taxable assessments in Electoral Area 'A'. The service would be implemented in January 2006.

### **Referendum Question**

The proposed referendum question will be:

*Are you in favour of adoption of "Electoral Area 'A' Recreation and Culture Service Establishment Bylaw No. 1467, 2005" which would establish a service for the purpose of providing recreation and culture services and acquiring, constructing and operating recreation and culture facilities in Electoral Area 'A' with a property tax requisition calculated as the greater of \$96,750 or an amount equal to \$0.15 per \$1,000 times the net taxable values for land and improvements in Electoral Area 'A'.*

### **Timeline**

The proposed bylaw would receive first three meetings at the Regional Board meeting on September 20th, 2005 and the bylaw would then be forwarded to the Inspector of Municipalities for approval. Inspector approval would occur late September or early October and voter assent by referendum will be sought on November 19, 2005 in conjunction with local elections. Final adoption of the bylaw, assuming a successful outcome would occur in December.

## **ALTERNATIVES**

1. Introduce and give the three readings of the Electoral Area 'A' Recreation and Culture Service Establishing Bylaw No. 1467. This will lead to conducting a referendum on November 19, 2005.
2. Do not proceed with the implementation of an Electoral Area 'A' Recreation and Culture Service at this time and provide alternate direction.

## **FINANCIAL IMPLICATIONS**

The establishing bylaw for the service proposes a requisition of the greater of \$96,750 or an amount equal to \$0.150 per \$1,000 times the net taxable values of land and improvements in Electoral Area A. Based on the average constructed residential property value of \$187,000 in 2005; this would result in a property tax charge of about \$28.20.

Staff discussed the matter of an initial operating budget for the new service with the Director for Electoral Area 'A' Director, the Recreation Services Study Project Advisory Committee, and the Comets Sports Recreation and Culture Society. It is estimated that the budget for the function for the initial years of operation would be in the \$60,000 - \$75,000 range. At this level a property valued at \$187,000 would pay about \$22.00 per year.

Funds collected for the function would be used for part time staff hired by the Society for coordinating and programming, program costs, facility rentals and development costs, and a variety of standard administrative costs.

### INTERGOVERNMENTAL IMPLICATIONS

Findings of the May 2005 survey indicated that the residents of Area 'A' were quite satisfied with the current recreation services agreement with the City of Nanaimo and there was support amongst the Project Advisory Committee for the agreement to continue in addition to funding more localized recreation and culture services.

### COMMUNITY IMPLICATIONS

The Board approved a Recreation Services Plan for Area 'A' in August of 1999 based on a report completed by the RDN Recreation and Parks Department. However, the Plan was not implemented as the Area 'A' OCP was underway and took precedence at the time. When the OCP was completed in 2001, one of the objectives of the Plan outlined the need to "initiate a user survey for Recreational Services in the Plan Area". With the survey now completed the Regional Board has approved that the matter be brought forward to referendum to provide Electoral Area 'A' residents the opportunity to vote on the proposed new service.

### CONCLUSIONS

Electoral Area 'A' Recreation and Culture Service Establishing Bylaw No. 1467 is being brought forward for Board approval and voter assent by way of referendum during local elections on November 19, 2005. The bylaw would establish a recreation and culture service for the residents of Electoral Area 'A' which includes the communities of Cedar, South Wellington and Cassidy. The annual requisition for the service would be the greater of \$96,750 or \$0.150 per \$1,000 times the value of land and improvements in Electoral Area 'A'. It is proposed that the service would be operational in January 2006 by entering into an agreement with the Comets Sports Recreation, and Culture Society to provide the local recreation and culture service.

### RECOMMENDATIONS

1. That "Electoral Area 'A' Recreation and Culture Service Establishing Bylaw No. 1467, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.
2. That the Regional District proceed to referendum on November 19, 2005 to obtain the assent of the electors of Electoral Area 'A' to establish a local recreation and culture service and that the referendum question be as follows:

*Are you in favour of adoption of "Electoral Area 'A' Recreation and Culture Service Establishment Bylaw No. 1467, 2005" which would establish a service for the purpose of providing recreation and culture services and acquiring, constructing and operating recreation and culture facilities in Electoral Area 'A' with a property tax requisition calculated as the greater of \$96,750 or an amount equal to \$0.15 per \$1,000 times the net taxable values for land and improvements in Electoral Area 'A'.*



Report Writer



General Manager Concurrence

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1467**

**A BYLAW TO ESTABLISH THE ELECTORAL AREA 'A'  
RECREATION AND CULTURE SERVICE**

A. **WHEREAS** under section 796 of the *Local Government Act* a Regional District may operate any service the Board considers necessary or desirable for all or part of the Regional District;

B. **AND WHEREAS** the Board of the Regional District of Nanaimo wishes to establish a service for the purpose of providing recreation and culture services;

C. **AND WHEREAS** the approval of the Inspector of Municipalities has been obtained under section 801 of the *Local Government Act*; and

D. **AND WHEREAS** the approval of the electors in the service area has been obtained under section 801.2 of the *Local Government Act*.

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

1. **Citation**

This Bylaw may be cited for all purposes as the "Electoral Area 'A' Recreation and Culture Services Establishment Bylaw".

2. **Service**

The service established by this Bylaw is the Electoral Area 'A' Recreation and Culture Service (the "**Service**") for the purpose of providing recreation and culture services and acquiring, constructing and operating recreation and culture facilities in the Service Area.

3. **Boundaries**

The boundaries of the Service Area are the boundaries of Electoral Area 'A' (the "**Service Area**").

4. **Participating Areas**

The Participating Area for the Service is Electoral Area 'A'.

5. **Cost Recovery**

As provided in section 803 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:



- (a) property value taxes imposed in accordance with Division 4.3 of the *Local Government Act*;
- (b) parcel taxes imposed in accordance with Division 4.3 of the *Local Government Act*
- (c) fees and charges imposed under section 797.2 of the *Local Government Act*;
- (d) revenues raised by other means authorized by the *Local Government Act* or another Act;
- (e) revenues received by way of agreement, enterprises, gift, grant or otherwise.

6. **Maximum Requisition**

In accordance with section 800.1(1)(e) of the *Local Government Act*, the maximum amount that may be requisitioned for the cost of the Service is the greater of:

- (a) Ninety-Six Thousand Seven Hundred and Fifty (\$96,750) Dollars; or
- (b) the amount equal to the amount that could be raised by a property value tax rate of \$0.150 per \$1,000 applied to the net taxable value of land and improvements in the Service Area.

7. **Other Provisions**

This Bylaw shall take effect on January 1, 2006.

Introduced and read three times this                      day of                      2005.

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

Received the assent of the Electors this                      day of                      2005.

Finally adopted this                      day of                      2005.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Deputy Administrator

Filed with the Inspector of Municipalities this                      day of                      2005.

# *Comets*

## *Sport, Recreation, and Culture Society*

*Sportsmanship – "A Way of Life"*

August 24, 2005

Regional District of Nanaimo  
Recreation and Parks Dept.  
Oceanside Place - 830 West Island Highway,  
Parksville, BC, V9P 2X4

**ATTENTION: Mr. Tom Osborne, Manager of Recreation and Parks**

Dear Sirs:

As per our meeting on August 16, 2005, the Comets Sports Recreation and Culture Society is providing this Letter of Intent to enter in to a Service Agreement with the Regional District of Nanaimo to provide recreation and culture services to Electoral Area 'A', subject to electoral consent through the referendum being held November 19, 2005 on the Electoral Area 'A' Recreation and Culture Services Bylaw No. 1467.

Sincerely yours,

Frank Garnish

Executive Director, *Comets Soc*



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
SEP 06 2005			
COW			

**MEMORANDUM**

**TO:** Neil Connelly  
General Manager of Community Services

**DATE:** September 2, 2005

**FROM:** Tom Osborne  
Manager of Recreation and Parks

**FILE:** 2240 20 CEHE

**SUBJECT:** Cedar Heritage Centre Lease Renewal

**PURPOSE**

To consider the attached lease agreement between the Regional District of Nanaimo (RDN) and the Cedar School and Community Enhancement Society for the use of the Cedar Heritage Centre formerly known as the North Cedar Elementary School.

**BACKGROUND**

In October 2000 a lease agreement was entered into between the RDN and the Cedar School and Community Enhancement Society for a term of five years for the use and management of the Cedar Heritage Centre. The lease agreement expires on October 3, 2005 and requires renewal.

The RDN has a separate Lease Agreement with School District 68 (Nanaimo-Ladysmith), for the Lands of which the building is situated described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705, and the RDN owns the building and improvements within the "Lease Area", Cedar Heritage Centre. The Land and the Building are both located at 1644 MacMillan Road in Cedar.

The Lease provides for the Society to maintain and operate Cedar Heritage Centre as a community centre. Activities that may occur involving community use include youth/senior activities, special events, community internet and preschool uses. The Society will continue to look after all aspects of managing the facility on behalf of the Regional District.

**ALTERNATIVES**

1. Authorize the lease agreement with Cedar School and Community Enhancement Society, as presented;
2. Authorize the lease agreement with Cedar School and Community Enhancement Society, as amended by the Board;
3. Do not renew the lease agreement at this time.

## FINANCIAL IMPLICATIONS

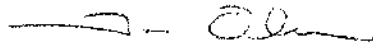
There are no financial implications. The lease agreement is with a non-profit society and is proposed to be renewed for the rent of \$10.00.

## CONCLUSIONS

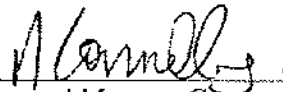
The current lease agreement with the Cedar School and Community Enhancement Society is up for renewal and an agreement has been prepared for the Board's consideration. The Society has reviewed the agreement and has accepted the terms as proposed. Staff are recommending that the lease agreement be renewed for a five year term. Pursuant to s.187 of the *Local Government Act*, a public notice of the lease agreement will be advertised in the local newspaper.

## RECOMMENDATION

That the lease agreement between the Cedar School and Community Enhancement Society and the Regional District of Nanaimo for the use of the Cedar Heritage Centre for a five year term expiring on October 3, 2010, be approved.



Report Writer



General Manager Concurrence

**CEDAR**  
**School and Community Enhancement Society**



1644 MacMillan Rd Nanaimo BC V9X 1L9 • Ph:(250)722-2100 • Fax:(250)722-2173 •  
Email:cedarheritage@shaw.ca

---

May 31, 2005

Mr. Tom Osborne  
Manager, Recreation and Parks,  
Regional District of Nanaimo.

Dear Sir,

I am writing to request a renewal of our Lease on the property at  
1644 MacMillan Rd. I understand that this will be brought to the  
Board in June. We will be happy to show you our Annual Financial  
Report upon your request.

As it will be necessary to meet with you or other RDN representatives  
in September to sign a lease renewal, I will offer potential dates  
when I am not working. Both the 12<sup>th</sup> and the 26<sup>th</sup> of September are  
available, might I suggest either the beginning or end of the day?

Thank you for your attention

Melanie Boulding, President, CSCES

**LEASE AND SITE LICENCE**

THIS AGREEMENT DATED FOR REFERENCE THIS \_\_\_ DAY OF \_\_\_\_\_, 2005.

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, B.C.  
V0R 2H0

(the "Regional District")

OF THE FIRST PART

AND:

**CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY**

(Inc. No. S-37396)  
1644 MacMillan Rd.  
Nanaimo, B.C.  
V9X 1L9

(the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. By Agreement dated the 3rd day of October 2000, made between The Board of School Trustees of School District 68 (Nanaimo-Ladysmith), referred to as the Board and the Regional District of Nanaimo referred to as the Regional District, attached as Schedule "A", the Board owns the Lands and Premises described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705 (the "**Land**"), and the Regional District owns the Building and Improvements on the Land, formerly known as the North Cedar Elementary School (the "**Building**"), the Land and the Building both being situated at 1644 MacMillan Road, Nanaimo, British Columbia;
- B. The Tenant has requested and the Regional District has agreed to grant a Lease of the Building and a Licence to Occupy the Land, including the parking spaces on the Land, all collectively referred to as the "**Premises**";

- C. The Board has consented in writing to the grant of the Licence to Occupy the Land;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to be paid and performed by the Tenant, the parties hereto covenant and agree with each other as follows:

**1. Premises**

- (a) The Regional District leases to the Tenant the Building on the terms and conditions as set out in this Lease; and
- (b) The Regional District grants to the Tenant the exclusive right and Licence to Occupy the Land, including the parking spaces on the Land during the term of this Lease;

**2. Term**

The Term of this Lease and the Term of the Licence to Occupy granted under section 1 shall be for 5 years commencing on the 4th day of October, 2005 and ending on the 3rd day of October, 2010, renewable for a further term of 5 years on the same terms and conditions or such other terms and conditions agreed upon by the Regional District and the Tenant.

**3. Use**

The Tenant shall use the Premises solely for a community centre, which for the purposes of the Lease and Licence includes community uses such as but not limited to, special events, youth/seniors' activities, community internet and preschool/daycare uses.

**4. Rent**

The Tenant shall pay to the Regional District an annual rental of Ten (\$10.00) Dollars due and payable in advance at the commencement of the Term for the Lease and Licence to Occupy granted under this Agreement.

**5. Covenants of the Tenant**

The Tenant covenants with the Regional District:

**Rent**

- (a) to pay rent;

**Rates and Utilities**

- (b) to pay as they become due all water, sewer, garbage and other rates in respect of the Premises and charges for all gas, oil, telephone and electric power used on the Premises;

**Construction**

- (c) that it will not construct nor alter any buildings or structures on the Premises unless, prior to any construction, it has obtained:
  - (i) the Regional District's approval in writing to the site plan, working drawings, plans, specifications, and elevations, and
  - (ii) a building permit from the Regional District authorizing the constructions of the buildings and structures set out in the permit and the plans and specifications attached to it, and
  - (iii) all required inspections,and all work shall be carried out at the cost of the Tenant;
- (d) that it will not make any alterations in the structure, plan or partitioning of the Premises nor install any plumbing, piping, wiring or heating apparatus without the prior written consent of the Regional District;

**Repair**

- (e) that it will repair, reasonable wear and tear excepted, at the cost and expense of the Tenant, all portions of the Premises which may at any time be damaged by the Tenant;
- (f) that it will keep and leave whole and in good repair all water, gas, and electrical fixtures, glass, pipes, faucets, locks, fastenings, hinges, heating and cooling apparatus, in, on, or attached to the Premises;
- (g) that the Tenant shall leave the Premises in good repair, reasonable wear and tear excepted;
- (h) that the Regional District may enter and view the state of repair and the Tenant shall repair according to any notice given by the Regional District and if the Tenant fails to so repair, the Regional District may, at its option, repair such damage or injury in which case the Tenant shall reimburse the Regional District for all costs and expenses of repair and an additional amount for administration and overhead forthwith upon receipt by the Tenant of invoices therefor;

**Regional District's Right of Entry**

- (i) that the Regional District, its employees, servants, or agents shall at all times and for all purposes have full and free access to any and every part of the Premises and of any building erected thereon in the presence of the Tenant;



**Assign or Sublet**

- (j) that it will not assign nor sublet without leave of the Regional District and School Board;
- (k) that the Regional District's consent to assignment or subletting shall not release or relieve the Tenant from its obligations to perform all the terms, covenants and conditions that this Agreement requires the Tenant to perform, and the Tenant shall pay the Regional District's reasonable costs incurred in connection with the Tenant's request for consent;

**Regulations**

- (l) that it will
  - (i) comply promptly at its own expense with the legal requirements of all authorities and all notices issued under them that are served upon the Regional District or the Tenant, and
  - (ii) indemnify the Regional District from all lawsuits, damages, losses, costs or expenses that the Regional District may incur by reason of noncompliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the Regional District is responsible in law for the damages, losses, costs, or injuries;

**Insurance**

- (m) that
  - (i) the Tenant will take out and maintain during the term of policy of general liability insurance in the amount of \$2,000,000 covering the Tenant's indemnity in clause (p) and naming the Regional District as an insured party to it and in a form satisfactory to the Regional District, and
  - (ii) the Tenant shall provide the Regional District with a certified copy of the policy;
- (n) that all policies of insurance taken out by the Tenant shall contain a waiver of subrogation clause in favour of the Regional District and shall also contain a clause requiring the insurer not to cancel or change the insurance without giving the Regional District thirty (30) days prior written notice;
- (o) that if the Tenant does not provide, maintain or enforce the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a

time and the Tenant shall pay to the Regional District as additional rent, the amount of the premium immediately on demand;

**Indemnification**

- (p) that it will indemnify the Regional District from and against all law suits, damages, losses, costs or expenses which the Regional District may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant; and

**Possession**

- (q) that at the expiration or sooner determination of this Lease peaceably surrender and give up possession of the Premises without notice from the Regional District, any right to notice to quit or vacate being hereby expressly waived by the Tenant despite any law or custom to the contrary;

**6. REGIONAL DISTRICT'S COVENANTS**

- (a) The Regional District covenants with the Tenant for quiet enjoyment;
- (b) The Regional District will take out and maintain during the term of this Lease and Licence to Occupy a policy of insurance insuring the Building against the risk of loss or damage caused by or resulting from fire or any additional peril against which the Regional District normally insures regional property;
- (c) If the Building is destroyed by fire or any other means, the Regional District has the sole discretion to decide whether to rebuild it, and before making that decision, will consult with the Tenant, and will take into consideration whether
  - (i) the Board, as owner of the Land and the Regional District's Landlord under the Agreement referred to in recital A of this Lease and Site Licence, will permit the Building to be rebuilt on the Lands;
  - (ii) there are sufficient proceeds from the insurance policy referred to in paragraph (b) of this section 6, together with any funds held or raised by the Tenant, to pay all costs of rebuilding;
  - (iii) there is sufficient time remaining in the Terms of both the Agreement referred to in clause (ii) and this Lease and Site Licence to justify rebuilding on the Lands; and
  - (iv) there is another site available to the Regional District of the Tenant where a replacement for the Building may be constructed;

and

- (d) if the considerations in (c)(i) or (iv) and (iii) are not favourable or if they are favourable but there are insufficient funds acquired or raised under (c)(ii) within 180 days of the destruction of the Building, then the Regional District may elect not to rebuild and in that case, this Lease and Site Licence will terminate.

## **7. MANAGEMENT COVENANTS**

The Tenant covenants and agrees with the Regional District

- (a) to spend any grant money that may be received from the Regional District on the Building and Land only and not on other Tenant's projects or purposes;
- (b) to use revenue from the Tenant's rental of all or part of the Building to pay for the maintenance and operation of the Building;
- (c) to submit quarterly statements of proposed expenditures from the grant money referred to in clause (a) to the Regional District for review and approval before the expenditures are made; and
- (d) to provide an annual report to the Regional District of the Tenant's fund raising activities for the building and the operation by the Tenant of the Premises;

## **8. MISCELLANEOUS COVENANTS**

It is hereby mutually agreed:

### **Re-entry**

- (a) that the Regional District may re-enter the Premises on non-payment of rent or additional rent, or non-performance of covenants;

### **Effect of Waiver**

- (b) that the Regional District by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenants, condition or agreement in it does not waive its rights upon any subsequent breach of same or any other covenant or condition of this Agreement;

### **Distress**

- (c) that if the Regional District is entitled to levy distress against the goods and chattels of the Tenant, the Regional District may use enough force necessary for the purpose and for gaining admittance to the Premises and

the Tenant releases the Regional District from liability for any loss or damage sustained by the Tenant as a result;

**Termination**

- (d) (i) the Regional District may at any time terminate this Lease by giving to the Tenant ninety (90) days notice in writing and the Tenant thereupon and also in the event of the termination of the Lease in any other manner if required by the Regional District shall forthwith remove from the Premises all structures, machinery, supplies, articles, materials, effects and things at any time brought or placed thereon or therein by the Tenant and shall also, to the satisfaction of the Regional District, repair any damage and injury occasioned to the Land and the Premises by reason of such removal and the Tenant shall not be entitled for any compensation for such removal. It is further agreed that unless required by the Regional District, the Tenant shall not remove any goods, chattels, materials, effects or things from the Premise until all rent or additional rent due or to become due under the Lease is fully paid; and
- (ii) the Tenant may at any time terminate this Lease by giving to the Regional District ninety (90) days notice in writing to the Regional District;

**Removal of Goods**

- (e) if the Tenant removes its goods and chattels from the Premises, the Regional District may follow them for thirty (30) days;

**Notices**

- (f) that any notice required to be given under this Lease shall be deemed to be sufficiently given:
  - (i) if delivered, at the time of delivery, and
  - (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail and addressed as follows:

if to the Regional District:

6300 Hammond Bay Road  
Nanaimo, BC  
V9T 6N2

if to the Tenant:

1644 MacMillan Road

Nanaimo, BC  
V9X 1L9

or at the address a party may from time to time designate, then the notice shall be deemed to have been received 48 hours after the time and date of mailing. If, at the time of mailing of the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow down, lock-out or other labour dispute, then the notice may only be given by actual delivery of it;

**Fitness of Premises**

- (g) that the Regional District has made no representations or warranties as to the condition, fitness or nature of the Premises and by executing this Agreement, the Tenant releases the Regional District from any and all claims which the Tenant now has or may in future have in that respect;
- (h) that the Tenant admits that it has inspected the Premises in their present state and that they are suitable for the Tenant's purposes;

**Payments by the Regional District**

- (i) that if the Regional District incurs any damage, loss or expense or makes any payment for which the Tenant is liable under this Agreement, then the Regional District may add the cost or amount of the damage, loss, expense or payment to the rent and may recover it as if it were rent or additional rent in arrears;

**Holding Over**

- (j) that if the Tenant holds over following the term and the Regional District accepts rent, this Agreement becomes a tenancy-at-will subject to those conditions in this Agreement applicable to a tenancy-at-will, and in the event the termination of the tenancy-at-will, any rent prepaid shall be adjusted for the period of actual occupation, it being expressly agreed that the acceptance of rent, or any implied condition or any implication of law shall in no way renew this lease or create any tenancy other than a tenancy-at-will;

**Lease**

- (k) the parties hereto acknowledge that the Licence to Occupy granted by this Agreement requires, as a condition precedent, that the consent of the head Landlord under the Regional District's lease of the Land, must be obtained and upon such consent the Tenant covenants and agrees with the Regional District to perform all covenants, conditions and provisos to be performed by the Regional District under the lease between the Regional District and its Landlord as amended to the intent and for the purpose that no default shall arise from the tenancy created by this Agreement.

**Annual Meeting**

- (l) that either the Regional District or the Tenant may request a meeting, once each year of the Term of the Agreement, to be attended by the General Manager, Community Services of the Regional District and the Tenant's Chairperson for the purpose of discussing any matter or issues relating to the Buildings or Land;

**Interpretation**

- (m) that when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (n) that the headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it;

**Binding Effect**

- (o) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assignees;

**Law Applicable**

- (p) that this Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The Corporate Seal of the **Regional** )  
**District of Nanaimo** was hereto affixed )  
This \_\_\_ day of \_\_\_\_\_, 2005, )  
In the presence of its authorized )  
signatories: )  
)  
)  
)  
\_\_\_\_\_)  
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)  
\_\_\_\_\_)  
)

The Corporate Seal of the **Cedar** )  
**SCHOOL AND COMMUNITY** )  
**ENHANCEMENT SOCIETY** was hereto )  
affixed this \_\_\_ day of \_\_\_\_\_ )  
signatories: )  
)  
)  
)  
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\_\_\_\_\_)  
Name: )  
)  
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\_\_\_\_\_)  
Name: )



**Public Notice  
Intent to Enter into a Lease Agreement**

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*Lease Agreement – Cedar Heritage Centre (North Cedar Elementary School)*

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Pursuant to Section 187 of the *Local Government Act*, Notice is hereby given that the Regional District of Nanaimo (RDN) intends to consider entering into an agreement with the Cedar School and Enhancement Society for the lease of the Cedar Heritage Centre, also known as the North Cedar Elementary School, at its regular Committee of the Whole meeting to be held Tuesday, September 13, 2005 at 7:00 pm in the Regional District Board Chambers located at 6300 Hammond Bay, Nanaimo, BC. The recommendation from the Committee of the Whole meeting will then be forwarded to the Board for adoption at its meeting to be held Tuesday, September 20, 2005

The intent of this lease agreement is to permit the Cedar School and Enhancement Society use of the building for a community centre which is situated and on property legally described as that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as "Lease Area" on Plan VIP 71705, located at 1644 MacMillan Road in Cedar. This proposed agreement will be in place for a 5 year term ending on October 3, 2010.

A copy of the proposed lease is available for viewing at the offices of the Regional District of Nanaimo, 6300 Hammond Bay Road, Nanaimo, BC during regular office hours.

Persons who wish to make written submissions to the Regional District of Nanaimo with respect to this agreement may do so by delivering their submission to 6300 Hammond Bay Road, Nanaimo, BC by 4:00 pm, Friday, September 16, 2005.





REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Cms
CAO	GM ES
DA CCD	MAF
SEP 06 2005	
COW	

**MEMORANDUM**

**TO:** Board of Directors **DATE:** September 6, 2005

**FROM:** N.Avery **FILE:**  
Manager, Financial Services

**SUBJECT:** 2006 to 2011 Financial Plan review schedule

**PURPOSE:**

To identify the proposed schedule for the review and adoption of a revised financial plan for the years 2006 to 2011.

**BACKGROUND:**

In years where there is a local government election, the Regional Board has historically reviewed and adopted the next financial plan before the election takes place. This allows the Board to confirm its anticipated action plans for the next budget year and the general direction of the budget for the five year plan. Publishing the schedule will comply with the Local Government Act by ensuring the public is aware of the Board's consideration of the financial plan. Notices will also be published in the appropriate editions of local newspapers and to the Regional District's website.

The Board is considering a number of possible new initiatives in 2006 -- however, these will not be included in this first draft of the five year plan until the results of referendums on November 19<sup>th</sup> are known. A financial plan can be amended at any time, but at a minimum must be adopted by March 31<sup>st</sup> each year. Should any of the referendum results be positive, the financial plan will be amended prior to March 31<sup>st</sup>, 2006.

Staff propose a schedule similar to previous years. The financial plan will be reviewed in two steps -- firstly, a detailed review of the proposed 2006 budget plan and secondly, an overview of the five year plan. The intent of publishing this schedule is to inform both the Board and the public of the review process, dates and time so that residents may inform themselves about the budget. The meetings will take place on two Wednesdays following the regular October Committee of the Whole and Board meetings. The October 26<sup>th</sup> meeting will include an open question and answer period, although presentations or requests can be addressed at either meeting. The following review schedule is proposed:

Event	Date
Review of 2006 Budget details	Wednesday October 12
Review of the 2006 to 2011 Financial Plan and open question and answer period	Wednesday October 26th
Adopt 2006 to 2011 financial plan	Tuesday November 9 <sup>th</sup>
Review of amendments to the financial plan for new initiatives	Early February 2006 -- date and time to be announced
Budget newsletter published	February 2006
Amended plan adopted	March 28, 2006

**ALTERNATIVES:**


1. Approve and proceed with the proposed budget schedule.
2. Amend the schedule.

**SUMMARY/CONCLUSIONS:**

Staff are presenting a budget review schedule which will allow the Board to review and anticipate the 2006 budget in particular and the financial plan in general terms. The schedule includes two meetings held on the Wednesdays following the October Committee of the Whole and regular Board meetings. The meeting scheduled for October 26<sup>th</sup> will present a summary of the financial plan and provide for an open question and answer period. Amendments to the financial plan will be considered early in 2006 in response to the results of referendum questions included with the local elections on November 19<sup>th</sup>. Publishing the schedule will comply with the Local Government Act requirement ensuring the public is aware of the Board's consideration of the financial plan. Notices will also be published in the appropriate editions of local newspapers and to the Regional District's website.

**RECOMMENDATION:**

Approve the 2006 to 2011 financial plan review schedule as proposed.

  
Report Writer

**COMMENTS:**



REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Cms
CAO	GM ES
DA CCD	MoF
SEP 01 2005	
COW	

MEMORANDUM

TO: Board of Directors

DATE: August 29, 2005

FROM: N.Avery  
Manager, Financial Services

FILE:

SUBJECT: Firefighting vehicle financing for Extension Fire Department

PURPOSE:

To obtain the Board's approval to enter into a lease for a two year term for the purchase of a firefighting vehicle for the Extension Volunteer Fire Department.

BACKGROUND:

The Extension Volunteer Fire Department currently has a firefighting vehicle under lease with the Municipal Finance Authority which comes due in September 2005. The department's plans on entering into this five year lease were to use reserve funds to cover most of the residual balance of the lease and to enter into a five year term for the remaining reduced balance. Favourable interest rates received over the term of this current lease and the use of \$106,000 from its reserve fund will enable the department to reduce the residual balance to approximately \$41,350. The department can repay this balance over a two year term at the same cost currently budgeted for the original lease.

Under most circumstances, a local government cannot enter into an agreement with a term beyond five years, including rights of renewal. In this particular case, the re-financing is permitted to be authorized directly by the Board because the lease was first entered into when these leases were interpreted as having fixed expiry dates. Under the terms of the initial lease, the decision to finance for a further five year term is deemed to be a separate decision and not an extension of an existing term. The Municipal Finance Authority has changed its lease terms and now requires that any term beyond five years must have elector consent as provided in the *Local Government Act*.

ALTERNATIVES:

1. Approve entering into a lease with the Municipal Finance Authority for a two year term to complete the purchase of a firefighting vehicle for the Extension Volunteer Fire Department.
2. Require the Extension Volunteer Fire Department to seek elector consent to complete the financing of a firefighting vehicle.

FINANCIAL IMPLICATIONS:


The department has no alternative sources of funds for financing the small balance remaining on this purchase and the current budget already accounts for a similar annual expenditure. Staff have been advised that this financing approach does not contravene any authorities under the Local Government Act.

**SUMMARY/CONCLUSIONS:**

A lease contract for the financing of a firefighting vehicle for the Extension Volunteer Fire Department expires in September. The department has accumulated \$106,000 in reserves to pay down all but \$41,350 of the original purchase price. The department wishes to enter into a two year lease term to complete this transaction. Staff can advise that this transaction, which in total will result in financing over a seven year period without elector consent, does not contravene the Local Government Act, since the original lease was entered into prior to amendments to the Act which are now more prescriptive when financing capital purchases in this manner.

**RECOMMENDATION:**

1. That ""Extension Fire Protection Reserve Fund Expenditure Bylaw No. , 2005" be introduced for first three readings.
2. That ""Extension Fire Protection Reserve Fund Expenditure Bylaw No. , 2005" having received three readings be adopted.
3. That the Manager, Financial Services be authorized to enter into a lease agreement with the Municipal Finance Authority on behalf of the Extension Fire Department for a two year period, to complete the financing for a firefighting vehicle.

  
\_\_\_\_\_  
Report Writer

**COMMENTS:**



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<input checked="" type="checkbox"/>	MoF	
SEP 01 2005			
COW			

**MEMORANDUM**

**TO:** Board of Directors **DATE:** August 15, 2005

**FROM:** N. Avery  
Manager, Financial Services **FILE:**

**SUBJECT:** Renewal of Fire Protection Service Agreement with the Extension and District Volunteer Fire Department

**PURPOSE:**

To obtain approval for the renewal of a fire protection services agreement for a five year term and to permit further renewals of five years unless otherwise terminated.

**BACKGROUND:**

Fire protection services are provided to certain portions of the Regional District of Nanaimo by way of operating agreements with volunteer fire departments. The agreement with the Extension Fire Department was last renewed in 2000 and expires on November 30, 2005. The department's activities and services have been provided in a satisfactory manner and staff are recommending a renewal of the agreement.

Only one change is proposed to the current agreement. Staff propose that after the initial five year term of the agreement, that the agreement be automatically renewed for further five year terms. Contract clauses provide for an orderly termination if necessary.

The extension of an agreement beyond five years without elector approval is permissible under the *Community Charter* in circumstances where the agreement does not contain liabilities of a capital nature. The Regional District beneficially owns all of the assets of the department and must authorize all major capital expenditures and their financing through its approval of the financial plan. The fire services agreements require a fire department to operate and maintain the equipment to standards reasonably expected of similar volunteer fire departments. Accordingly, staff believe that these agreements fall within the authority of the Regional Board for approval for automatic renewals at five year intervals.

**ALTERNATIVES:**

1. Renew the fire services agreement with the Extension and District Volunteer Fire Department for a five year term from December 1, 2005 to December 31, 2010 and provide for the agreement to be automatically renewed for further five year terms.
2. Renew the fire services agreement with the Extension and District Volunteer Fire Department for a five year term from December 1, 2005 to December 31, 2010.

**FINANCIAL IMPLICATIONS:**


There are no new financial obligations imposed by the agreement.

**SUMMARY/CONCLUSIONS:**

The current operating agreement with the Extension Fire Department expires on November 30, 2005. Staff propose that the agreement be renewed for an initial period of December 1, 2005 to December 31, 2010 and that a new clause be added to the agreement which will authorize automatic renewals of further five year terms. The *Community Charter* now permits agreements to extend or be renewed beyond five years without elector approval where the agreement does not incur a liability of a capital nature. As noted above, under our fire protection agreements the Regional District owns and must approve all major capital expenditures and the fire department is responsible for operating and maintaining the equipment to a reasonable standard.

**RECOMMENDATION:**

That the fire services agreement with the Extension and District Volunteer Fire Department be renewed for a five year term from December 1, 2005 to December 31, 2010 and that the agreement provide for automatic five year term renewals.

  
Report Writer

**COMMENTS:**



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>RZ</i>	MoF	
SEP 06 2005			
<i>COW</i>			

**MEMORANDUM**

**TO:** Board of Directors **DATE:** August 30, 2005

**FROM:** N. Avery **FILE:**

Manager, Financial Services

**SUBJECT:** Fire Department Boundary Amendments

**PURPOSE:**

To introduce for first three readings:

“Coombs-Hilliers Fire Protection Local Service Area Boundary Amendment Bylaw No. 1022.05, 2005”

“Errington Fire Protection Local Service Area Boundary Amendment Bylaw No. 821.05, 2005”

**BACKGROUND:**

The Regional District of Nanaimo’s GIS department recently identified several properties along the boundaries of the Coombs-Hilliers and Errington fire protection areas, which as a result of the development of the lands and road networks cannot be accessed by the fire department in whose service area they are currently located. The bylaws attached to this report serve to realign the response boundaries to address this public safety concern.

**ALTERNATIVES:**

There is realistically no alternative to this initiative. The Regional District could be subject to a significant liability where it is aware of this type of access issue and does not take steps to mitigate the risk.

**FINANCIAL IMPLICATIONS:**


There will be some relatively minor financial implications to individual property owners as a result of being taxed for fire protection under a different service area.

**SUMMARY/CONCLUSIONS:**

Two fire protection service areas’ boundaries are proposed to be amended to account for changes in the access to certain properties at their borders. Properties will be removed from the Coombs-Hilliers Fire Protection service area and will be included within the Errington Fire Protection service area. The financial implications are relatively minor and the amendments reduce the exposure to liability which could arise should the access cause a delay in responding to a fire.

**RECOMMENDATION:**

1. That "Coombs-Hilliars Fire Protection Local Service Area Boundary Amendment Bylaw No. 1022.05, 2005" be introduced for three readings and be forwarded to the Ministry of Community Services for approval.
2. That "Errington Fire Protection Local Service Area Boundary Amendment Bylaw No. 821.05, 2005" be introduced for three readings and be forwarded to the Ministry of Community Services for approval.

  
Report Writer

**COMMENTS:**



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1022.05**

**A BYLAW TO AMEND THE BOUNDARIES  
OF THE COOMBS-HILLIERS FIRE PROTECTION  
LOCAL SERVICE AREA**

WHEREAS the Board of the Regional District of Nanaimo established by "Coombs-Hilliers Fire Protection Local Service Area Establishment Bylaw No. 1022, 1996", a local service area for the provision of fire protection;

AND WHEREAS the Board of the Regional District of Nanaimo has determined that certain properties located along Courtney Road cannot be accessed for fire protection by the Coombs-Hilliers Fire Department but can be accessed from within the Errington Fire Protection service;

AND WHEREAS a boundary amendment is required to ensure that the subject properties are properly protected in the event of a fire;

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

1. This bylaw may be cited as "Coombs-Hilliers Fire Protection Local Service Area Boundary Amendment Bylaw No. 1022.05, 2005".
2. The boundaries of the "Coombs-Hilliers Fire Protection Local Service Area" are hereby amended to remove the following properties outlined in heavy black on Schedule 'A' to this bylaw from the service area:

Lots 1 to 5 inclusive of Plan VIP78443, District Lot 114.

3. The amended boundaries of the "Coombs-Hilliers Fire Protection Local Service Area" are shown in heavy black outline on Schedule 'B' attached to this bylaw.

Introduced and read three times this 20th day of September, 2005.

Received the approval of the Inspector of Municipalities this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

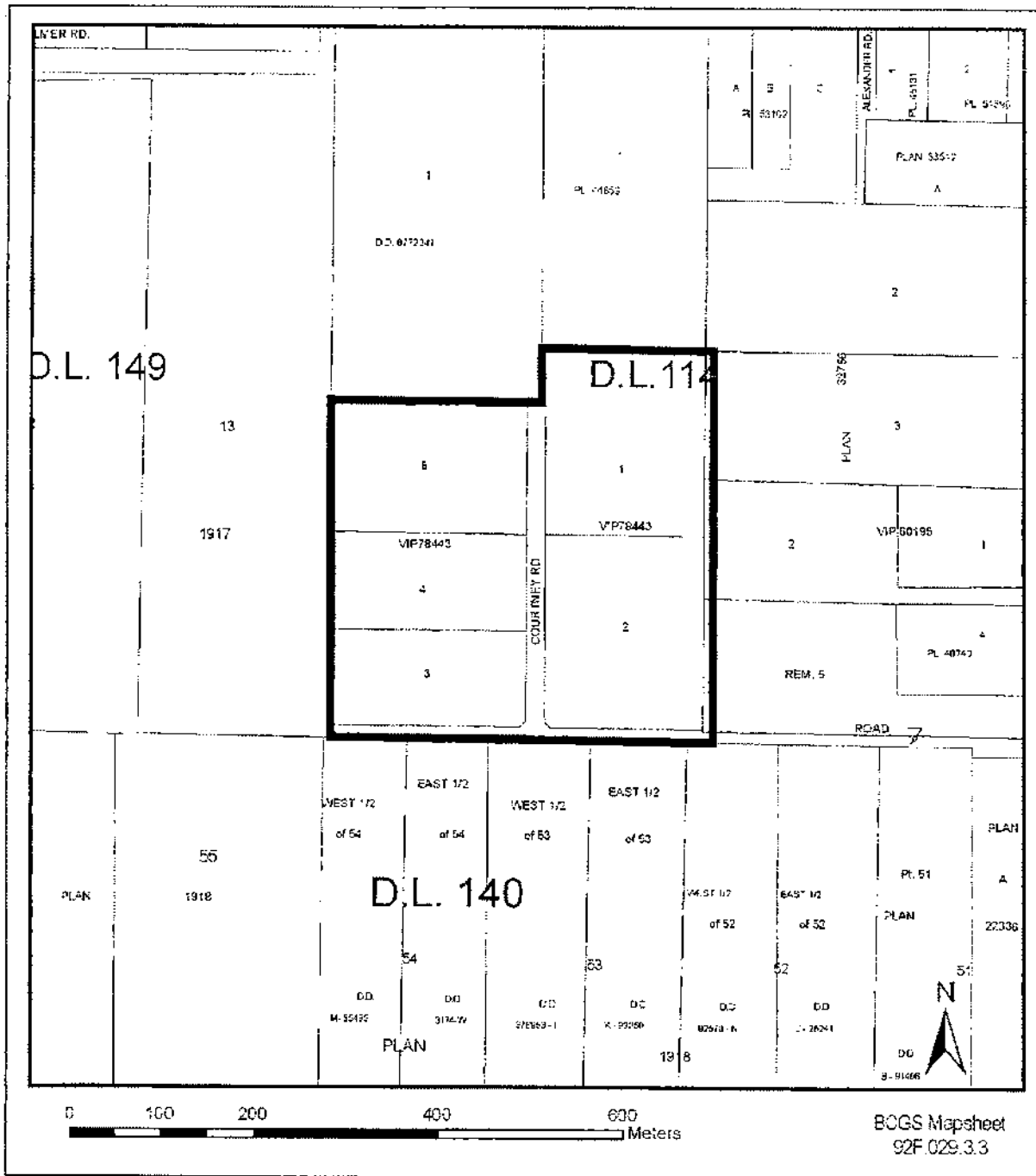
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Administrator



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 821.05**

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

WHEREAS the Board of the Regional District of Nanaimo established the Errington Fire Protection Local Service Area by Regional District of Nanaimo "Errington Fire Protection Local Service Establishment Bylaw No. 821, 1990";

AND WHEREAS certain properties within neighboring fire protection areas have been identified as not being accessible by the fire department services in those areas;

AND WHEREAS boundary amendments are required to ensure that the subject properties are properly protected in the event of a fire;

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

1. This bylaw may be cited as "Errington Fire Protection Local Service Area Boundary Amendment Bylaw No. 821.05, 2005".
2. The boundaries of the "Errington Fire Protection Local Service Area" are hereby amended to include the following properties outlined in heavy black on Schedule 'A' to this bylaw within the service area:  
  
Lots 1 to 5 inclusive of Plan VIP78443, District Lot 114.
3. The amended boundaries of the "Errington Fire Protection Local Service Area" are shown in heavy black outline on Schedule 'B' attached to this bylaw.

Introduced and read three times this 20th day of September, 2005.

Received the approval of the Inspector of Municipalities this \_\_\_\_ day of \_\_\_\_\_, 2005.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2005.

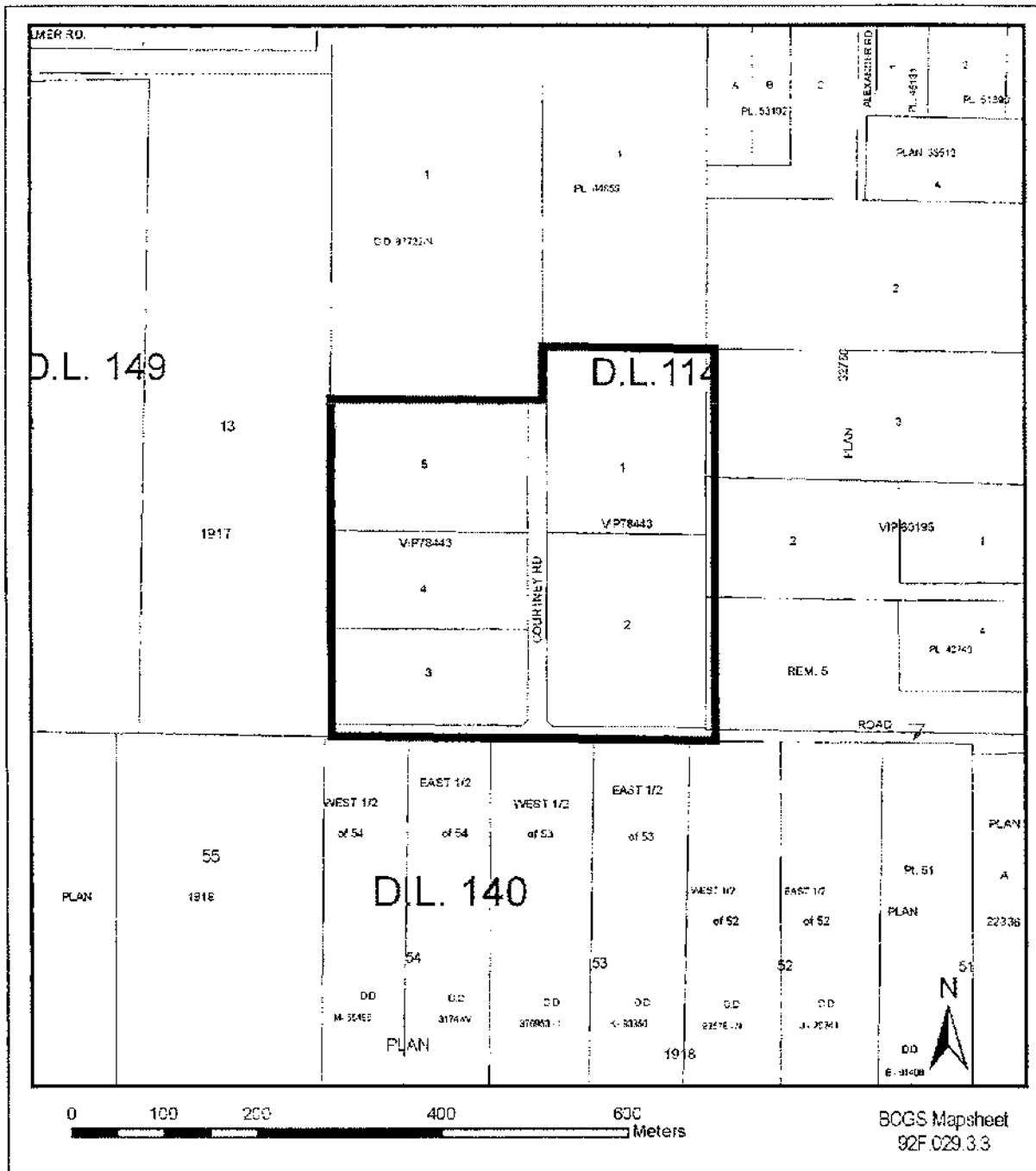
\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

Schedule 'A' to accompany "Errington Fire Protection Local Service Area Boundary Amendment Bylaw No. 821.05, 2005"

Chairperson

Deputy Administrator





REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
AUG 29 2005			
CoW			

## MEMORANDUM

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

**DATE:** August 30, 2005

**FROM:** Sean De Pol  
Acting Manager of Liquid Waste

**FILE:** 5340-01

**SUBJECT:** ISO 14001 Environmental Management System Registration

---

### PURPOSE

To inform the Board of the Liquid Waste Department's (LWD) Environmental Management System (EMS) ISO 14001 Registration.

### BACKGROUND

The LWD has successfully implemented an EMS that meets all requirements of the ISO 14001:2004 Environmental Management System Standard. The RDN's LWD is the first local government in British Columbia to register an ISO 14001 EMS, and one of very few wastewater treatment departments in Canada to be ISO 14001 certified.

ISO 14001 is an internationally-recognized EMS framework, or Standard, developed by the International Organization for Standardization (ISO) - a worldwide federation founded to promote global standards. The ISO 14001 Framework is built on the "Plan, Do, Check, Act" model, which leads to the continual improvement of Environmental Management Systems.

Over the past year, the LWD's EMS has helped to: coordinate and update training records and requirements; ensure the proper monitoring of operations for legal compliance; test emergency protocols and procedures; foster internal and external communication; increase environmental awareness among employees and contractors; reduce resource consumption; and improve the overall organization and management of the department. Additional environmental, social and financial benefits are expected to emerge as the system improves.

Although the LWD's EMS is ISO registered, on-going annual audits and reviews of the EMS are necessary to ensure it remains current and appropriate. These periodic audits are also required by ISO to maintain registration. In addition, environmental goals and programs will be set every year to ensure the LWD's environmental performance continually improves.

The official registration of the department's EMS represents the beginning of a long-term goal to environmental sustainability in wastewater treatment. Every LWD employee will continue to play a vital role in the program's on-going success, as the department strives for continual superior environmental performance.

## **FINANCIAL IMPLICATIONS**

To implement and register the LWD's EMS to the ISO 14001 Standard has about cost \$60,000. A large portion of this has been used to hire environmental consultants and university co-op students to assist in the development and registration of the EMS. The ISO requires all management systems to be audited by a third party registrar before certified. This is beneficial for two reasons: one, the system is critiqued by a professional with experience; and two, recommendations made by consultants improve the overall EMS. After registration, the costs of maintaining an EMS are expected to be considerably lower, in fact cost savings are expected. For example, the Region of York's ISO 14001 registered wastewater treatment department has reported a savings of \$80,000 per year as a result of operational efficiencies.

Through improved asset management and greater efficiency, implementing an EMS is expected to reduce operational costs for the department in the long term. Furthermore, an EMS will increase the department's eligibility for grant opportunities to fund various environmental initiatives, such as a LWD Energy Audit or Greater Nanaimo Pollution Control Centre's (GNPCC) co-generation project. Through the implementation of an EMS, many organizations have realized returns on investment through the reduced usage of water, electricity, and chemicals, as well as the potential use of alternative energy sources.

The EMS has also provided an avenue for greater internal communications to improve the department's environmental performance. For example, the GNPCC has identified a means of conserving water through the re-use of reclaimed wastewater that is piped through a decommissioned underground gas line. This initiative has reduced potable water usage by 230 cubic metres per day, resulting in not only the conservation of natural resources, but a financial cost savings as well.

## **INTERDEPARTMENTAL IMPLICATIONS**

The LWD is the first department in the RDN to implement an EMS. Having created, implemented, and registered their EMS, the LWD has the experience and knowledge other RDN departments could utilize. Experience has shown that the first department within an organization to achieve EMS implementation can provide useful template examples for other departments working towards EMS implementation. For example, the LWD can provide other departments with template procedures, policies and manuals, thereby reducing the financial costs and labour required to implement an EMS.

## **INTERGOVERNMENTAL IMPLICATIONS**

Implementing an EMS has increased communication between provincial agencies and the LWD. The Ministry of Environment is aware of the LWD's EMS and recognizes its benefits, namely, increased assurance of legal compliance. The EMS ensures the proper monitoring of treatment plant operations and includes a mechanism for correcting and preventing legal non-compliances from occurring in the future. Increased internal legal responsibility will, in turn, lead to increased Ministry confidence in LWD operations.

The LWD's EMS has also led to increased communication and networking with various local governments across Canada. Intergovernmental correspondence has helped to assist in the development of several LWD environmental goals and programs. The LWD has gained from this exchange of knowledge and experience by using environmental initiatives tested in other regions of Canada.

## SUMMARY

The LWD has successfully implemented an EMS conforming to ISO 14001 Standards. The recent ISO registration of the LWD has positioned the RDN among a few local government across Canada leading the way in environmental performance. The implementation of an ISO 14001 EMS assures federal, provincial, local agencies and the public that a comprehensive environmental management system is in place to assist in managing the RDN's wastewater treatment facilities.

Since its implementation, the LWD's EMS has realized returns on investment through the usage of reclaimed water, electricity, and chemicals, as well as the potential use of alternative energy sources (co-generation). Furthermore, an EMS will increase the department's eligibility for grant opportunities to fund various environmental initiatives.

The LWD's EMS has also improved documentation of operating procedures and environmental records; assisted in succession planning and handling future staff turnover; as well as motivated the department to achieve and sustain environmental excellence. It has increased due diligence and legal compliance, while improving operational performance and efficiency.

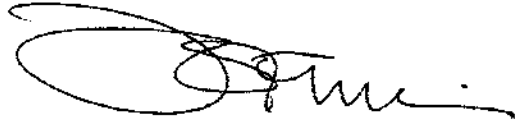
The LWD has experience and knowledge regarding Environmental Management Systems that may be valuable to other departments aiming to implement an EMS. The LWD can provide other RDN departments with EMS template procedures, policies and manuals, thereby reducing the financial costs and labour required for other departments that wish to implement an EMS.

## RECOMMENDATIONS

1. That the report on the Liquid Waste Department's ISO 14001 Environmental Management System be received.



Report Writer



General Manager Concurrence

## COMMENTS

# Certificate of Registration

PricewaterhouseCoopers issues this certificate to:

**Regional District of Nanaimo, Liquid Waste Department**  
Regional District of Nanaimo Office – 6300 Hammond Bay Road, Nanaimo, BC  
Greater Nanaimo Pollution Control Center – 4600 Hammond Bay Road, Nanaimo, BC  
French Creek Pollution Control Center – 957 Lee Road, Parksville, BC  
Duke Point Pollution Control Center – 925 Jackson Road, Nanaimo, BC  
Nanoose Pollution Control Center – 3260 Schooner Cove Drive, Nanoose Bay, BC

In our opinion, the Regional District of Nanaimo met, in all material respects, the following Standard as of May 9, 2005:

## ISO 14001:2004

The following scope of registration is limited by the attached Registrar's Report dated August 5, 2005, which is printed on the reverse of this Certificate:

**Wastewater treatment for the service areas of Nanaimo, Parksville, Qualicum Beach, French Creek, Surfside, Nanoose Bay and Duke Point, and septage receiving and treatment for rural areas within the Regional District of Nanaimo.**

*PricewaterhouseCoopers LLP*

PricewaterhouseCoopers LLP  
Vancouver, British Columbia, Canada



Certificate Number	E2005-245
Date of Original Registration	August 5, 2005
Date of Current Registration	August 5, 2005
Date Registration Expires	August 4, 2008





REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Oms
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**MEMORANDUM**

**TO:** John Finnie, P. Eng. **DATE:** August 24, 2005  
 General Manager of Environmental Services

**FROM:** Sean De Pol **FILE:** 4520-20-67  
 Acting Manager of Liquid Waste

**SUBJECT:** Liquid Waste  
 Northern and Southern Communities  
 Pump and Haul Bylaw Amendment

**PURPOSE**

To consider an amendment to Bylaw 975 which established the Regional District of Nanaimo's Pump and Haul program.

**BACKGROUND**

The pump and haul service was established to provide a solution for those properties unable to obtain a permit for an on site septic disposal system. In order to apply for a permit under this bylaw the following conditions must be met:

- the applicant must have a valid holding tank permit issued by Vancouver Island Health Authority
- the parcel must be greater than 700 m<sup>2</sup>
- the parcel is for existing uses and the disposal system has failed, or the parcel is currently vacant and will only be used for the construction of a single family residence
- the parcel cannot be further subdivided or stratified according to existing zoning or a restrictive covenant
- a community sewer system is not available
- including the parcel will not facilitate development of any additional units on the property
- the development conforms to zoning bylaws.

A person wishing to incorporate a property (or properties) into the Pump and Haul Service Area must first apply to the Regional District of Nanaimo to amend the Pump and Haul Bylaw No. 975. A Restrictive Covenant shall be registered against the title of the land in question in accordance with section 219 of the Land Title Act. The Restrictive Covenant shall require that the owner of the lot maintain a contract with a pump out company with a copy of the current contract always deposited with the Regional District of Nanaimo; the owner of the lot connect to sewers when they become available and the owner shall not subdivide or construct any additional units on the property.

A request has been received to include the following property into the Pump and Haul function:

1. Lot 1, District Lot 40, Newcastle District, Plan 16121  
 Blackbeard and Maple Guard Drives  
 Area H

AJA TAN Enterprises Ltd. has petitioned the RDN to include their property into the Regional District of Nanaimo Pump and Haul Local Service Area, Bylaw No. 975. A permit from the Environmental Health officer at the Central Vancouver Island Health Region approved the property for a holding tank. The property is greater than 700 m<sup>2</sup> in area and the property currently conforms to the existing zoning bylaw.

A Restrictive Covenant will be registered on the property requiring that a continuous contract with a pump out company be on file with the Regional District of Nanaimo, that the owner will connect to sewers when they become available and that the owner shall not subdivide or construct any additional units on the property.

In addition to the application for inclusion into the Pump and Haul Local Service Area, an application for a Development Variance Permit (DVP) has been made to the Community Planning Department for consideration by the Board of the Regional District at their regular meeting to be held September 20, 2005. The DVP is for the relaxation of a watercourse setback to facilitate the construction of a dwelling unit on the subject property. Notwithstanding, the DVP does not impact this application.

#### ALTERNATIVES

1. Do not accept the application.
2. Accept the application.

#### FINANCIAL IMPLICATIONS

There are no financial implications. The applicant pays an application fee and an annual user fee. The Pump and Haul program is a user pay service.

#### SUMMARY/CONCLUSION

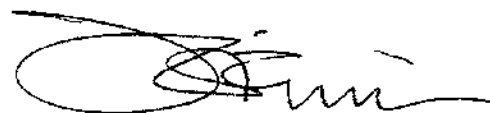
The application meets all requirements for inclusion into the Pump and Haul function, specifically the parcel size is greater than 700m<sup>2</sup>, a community sewer is not available, a holding tank permit was obtained under the Provincial Sewage Disposal Regulation and the property currently conforms to the existing zoning bylaw. A Restrictive Covenant has been prepared for the property requiring that the owner of the lot maintain a contract with a pump out company with a copy of the current contract always deposited with the Regional District of Nanaimo; the owner of the lot connect to sewers when they become available and the owner shall not subdivide or construct any additional units on the property.

A Development Variance Permit application for this property has been submitted to the Community Planning Department for consideration by the Board of the Regional District at their regular meeting to be held September 20, 2005. The DVP is for the relaxation of a watercourse setback to facilitate the construction of a dwelling unit on the subject property. Notwithstanding, the DVP does not impact this application.

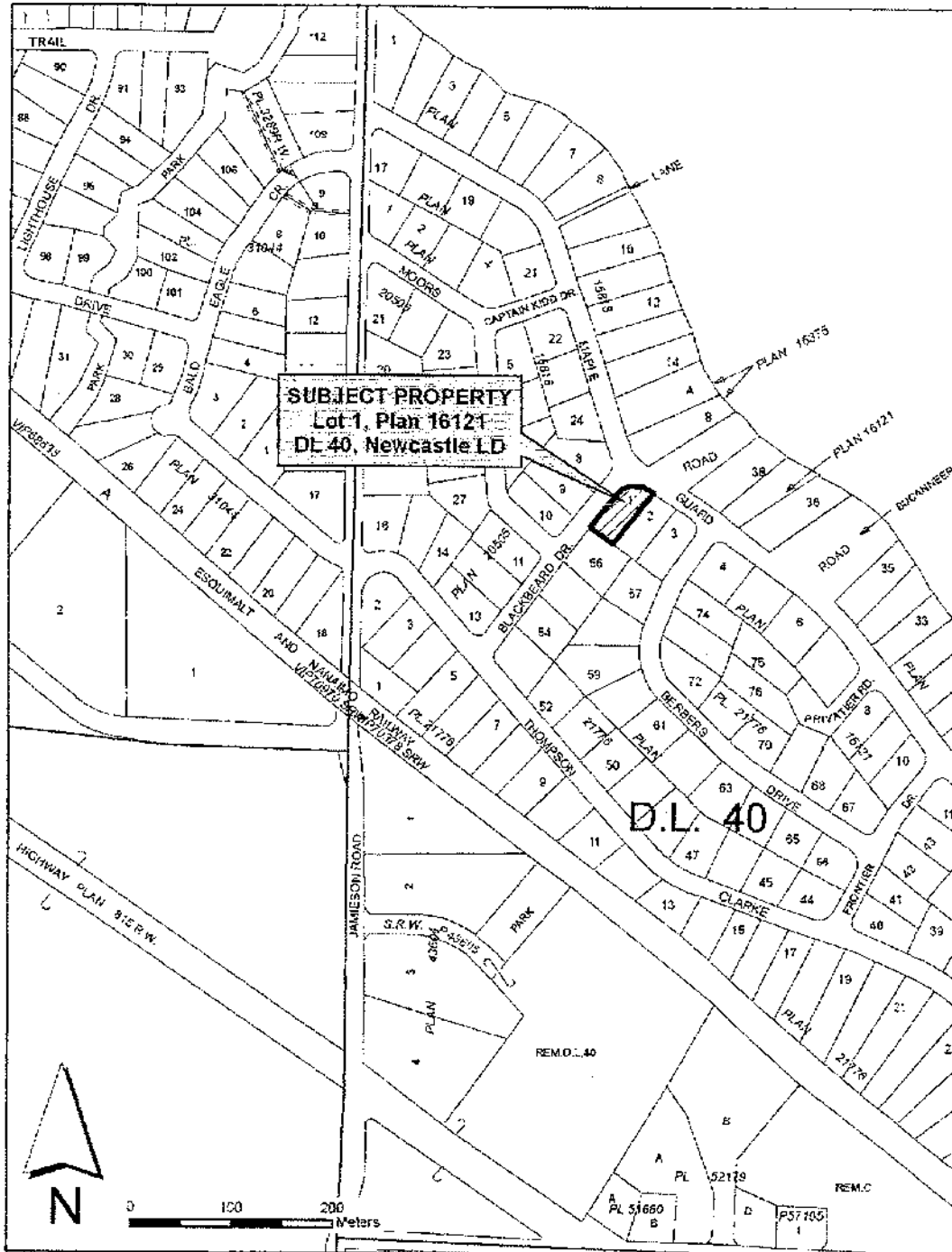
#### RECOMMENDATIONS

1. That the boundaries of the RDN Pump and Haul Local Service Area Bylaw 975 be amended to include Lot 1, District Lot 40, Newcastle District, Plan 16121. (Blackbeard and Maple Guard Drives in Electoral Area H).
2. That "Regional District of Nanaimo Pump & Haul Local Service Area Amendment Bylaw No. 975.40, 2005" be read three times and forwarded to the Inspector of Municipalities for approval.

  
Report Writer

  
General Manager Concurrence

#### COMMENTS



BCGS Map Sheet No. 82P.047.2.3

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 975.40**

**A BYLAW TO AMEND THE REGIONAL  
DISTRICT OF NANAIMO PUMP AND  
HAUL LOCAL SERVICE AREA  
ESTABLISHMENT BYLAW NO. 975**

WHEREAS Regional District of Nanaimo Pump and Haul Local Service Area Establishment Bylaw No. 975, as amended, established the pump and haul local service area;

AND WHEREAS the Directors of Electoral Areas 'B', 'D', 'E', 'F', 'G' and 'H' have consented, in writing, to the adoption of this bylaw;

AND WHEREAS the Councils of the City of Nanaimo and the District of Lantzville have consented, by resolution, to the adoption of Bylaw No. 975.40;

AND WHEREAS the Board has been requested to amend the boundaries of the local service area to include the following property:

Lot 1, District Lot 40, Plan 16121, Newcastle Land District (Electoral Area H)

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

1. Schedule 'A' of Bylaw No. 975.39 is hereby repealed and replaced with Schedule 'A' attached hereto and forming part of this bylaw.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo Pump and Haul Local Service Area Amendment Bylaw No. 975.40, 2005".

Introduced and read three times this 20th day of September, 2005.

Received the approval of the Inspector of Municipalities this \_\_\_\_ day of \_\_\_\_\_, 2005.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

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Chairperson

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Deputy Administrator

**BYLAW NO. 975.40**

**SCHEDULE 'A'**

**Electoral Area 'B'**

1. Lot 108, Section 31, Plan 17658, Nanaimo Land District.
2. Lot 6, Section 18, Plan 17698, Nanaimo Land District.
3. Lot 73, Section 31, Plan 17658, Nanaimo Land District.
4. Lot 24, Section 5, Plan 19972, Nanaimo Land District.
5. Lot 26, Section 12, Plan 23619, Nanaimo Land District.
6. Lot 185, Section 31, Plan 17658, Nanaimo Land District.
7. Lot 177, Section 31, Plan 17658, Nanaimo Land District.
8. Lot 120, Section 31, Plan 17658, Nanaimo Land District.
9. Lot 7, Section 18, Plan 17698, Nanaimo Land District.
10. Lot 108, Section 12, Plan 23435, Nanaimo Land District.
11. Lot 75, Section 13, Plan 21531, Nanaimo Land District.
12. Lot 85, Section 18, Plan 21586, Nanaimo Land District.

**Electoral Area ‘D’**

**Electoral Area ‘E’**

1. Lot 69, District Lot 68, Plan 30341, Nanoose Land District.
2. Lot 1, District Lot 72, Plan 17681, Nanoose Land District.
3. Lot 17, District Lot 78, Plan 14212, Nanoose Land District.
4. Lot 32, District Lot 68, Plan 26680, Nanoose Land District.
5. Lot 13, Block E, District Lot 38, Plan 13054, Nanoose Land District.
6. Lot 5, District Lot 78, Plan 25366, Nanoose Land District.
7. Lot 24, District Lot 68, Plan 30341, Nanoose Land District.
8. Lot 13, District Lot 78, Plan 25828, Nanoose Land District.
9. Lot 58, District Lot 78, Plan 14275, Nanoose Land District.
10. Lot 28, District Lot 78, Plan 15983, Nanoose Land District.
11. Lot 23, District Lot 78, Plan 14212, Nanoose Land District.
12. Lot 23, District Lot 78, Plan 28595, Nanoose Land District.
13. Lot 53, District Lot 78, Plan 14275, Nanoose Land District.
14. Lot 12, District Lot 8, Plan 20762, Nanoose Land District.

**Electoral Area ‘F’**

1. Lot 22, District Lot 74, Plan 29012, Cameron Land District.
2. Lot 2, District Lot 74, Plan 36425, Cameron Land District.
3. Lot A, Salvation Army Lots, Plan 1115, Except part in Plan 734 RW, Nanoose Land District.
4. Strata Lot 179, Block 526, Strata Plan VIS4673, Cameron Land District.
5. Strata Lot 180, Block 526, Strata Plan VIS4673, Cameron Land District.
6. Strata Lot 181, Block 526, Strata Plan VIS4673, Cameron Land District.
7. Strata Lot 182, Block 526, Strata Plan VIS4673, Cameron Land District.
8. Strata Lot 183, Block 526, Strata Plan VIS4673, Cameron Land District.

**Electoral Area ‘G’**

1. Lot 28, District Lot 28, Plan 26472, Nanoose Land District.
2. Lot 1, District Lot 80, Plan 49865, Newcastle Land District.

**Electoral Area ‘H’**

1. Lot 22, District Lot 16, Plan 13312, Newcastle Land District.
2. Lot 29, District Lot 81, Plan 27238, Newcastle Land District.
3. Lot 46, District Lot 81, Plan 27238, Newcastle Land District.
4. Lot 9, District Lot 28, Plan 24584, Newcastle Land District.
5. Lot 41, District Lot 81, Plan 27238, Newcastle Land District.
6. Lot 20, District Lot 16, Plan 13312, Newcastle Land District.
7. Lot 2, District Lot 9, Plan 21610, Newcastle Land District.
8. District Lot 2001, Nanaimo Land District.
9. Lot 1, District Lot 40, Plan 16121, Newcastle District

**City of Nanaimo**

1. Lot 43, Section 8, Plan 24916, Wellington Land District.

**District of Lantzville**

1. Lot 24, District Lot 44, Plan 27557, Wellington Land District.
2. Lot A, District Lot 27G, Plan 29942, Wellington Land District.



REGIONAL DISTRICT OF NANAIMO			
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MEMORANDUM

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

**DATE:** July 27, 2005

**FROM:** Mike Donnelly, AScT  
Manager of Utilities

**FILE:** 5500-22-25

**SUBJECT:** Drinking Water/Watershed Protection Strategy

ISSUE

Drinking Water/Watershed Protection (DW/WP) in the Regional District of Nanaimo.

BACKGROUND

At the March 22, 2005 RDN Board meeting, the Board directed staff to prepare a report for the Board's consideration that:

- (a) Identifies and summarizes all regional district initiatives and activities currently in process or planned for the 2005 budget year that support drinking water/watershed protection.
- (b) Outlines a drinking water/watershed protection strategy that identifies potential future RDN Electoral Area initiatives incorporating input and recommendations from the Drinking Water Protection Workshop and Action Plan, the Sustainability Committee, Arrowsmith Water Service, the BC Action Plan for Safe Drinking Water and the Vancouver Island Watershed Protection Initiative Steering Committee and that an overview be provided of the current scientific consensus regarding temperature and precipitation trends in the coming decade.
- (c) Identifies financial and staff resources that could be considered for the 2006 budget and 2006 – 2010 financial plan process that would be required to undertake the identified initiatives.

To address the motion directives and for clarity, this report is organized into the following sections:

- A. Summary of Regional Initiatives/Activities Supporting DW/WP
- B. Temperature & Precipitation Trends
- C. Initial Drinking Water/Watershed Protection Priorities
- D. Proposed Strategy

**A. Summary of Regional Initiatives/Activities Supporting DW/WP**

The Regional District has completed or is already undertaking a considerable number of initiatives and activities that contribute to drinking water and watershed protection. These are summarized in Appendix 1 to this report.



## **B. Temperature & Precipitation Trends**

The Board requested an overview be provided on the current scientific consensus regarding temperature and precipitation trends in the coming decade. An enormous amount of information is available on this topic and it can be conflicting in its conclusions however, Environment Canada provides what appears to be a balanced and scientific overview, excerpts of which have been used for this report.

### ***B.1 Temperature***

Because land masses warm faster than oceans, warming over the North American continent can be expected to be greater than the global average. For most of the central and southern parts of continental North America, for example, the model shows average temperatures rising by 1–2°C by 2020 and increasing to 2–4°C by 2050 and 5–10°C by 2090. The amount of warming is broadly similar in both winter and summer. Coastal areas and the low latitudes of central America warm more slowly, but also reach temperature increases of 3–5°C by 2090.

### ***B.2 Precipitation***

Projected changes over the middle to high latitudes of the Northern Hemisphere are moderate, in general remaining within 10% of present levels until after 2050. By 2090, precipitation over most of Canada and northern Eurasia is predicted to increase by 10–20%. Most of these increases occur during winter. Such trends are consistent with both an increased flow of moisture northward from the tropics and a transition to a more maritime climate as sea ice cover over water bodies decreases.

### ***B.3 Sea Level Change***

As the world's atmosphere and oceans become warmer, sea levels are expected to rise. This is mainly the result of the thermal expansion of ocean waters, although the melting of glaciers and changes in the volume of the polar ice sheets play significant but secondary roles. A rise of 40 cm by the last two decades of the twenty-first century is predicted.

Projections of sea level rise also show some substantial regional differences. In the Arctic Ocean, for example, thermal expansion results in a rise of only about 10 cm by the 2090s. In comparison, the eastern Pacific off British Columbia expands by 65 cm, the equatorial Atlantic by almost 50 cm, and the northwestern Atlantic east of the Maritimes by almost 40 cm. These results reflect regional differences in ocean temperature changes as well as other factors.

The information provided by Environment Canada indicates that we can expect climate change of some degree over the coming decade and into the next century. While there may be arguments concerning the reliability of information with respect to the scale of that change there is general agreement that climate change is occurring. It is important to note that the trends noted above reflect changes in large land or ocean masses. Regional changes in climate may vary given the specific conditions in those areas.

The conclusion that can be taken from this information is that it will be important to monitor regional trends in climate change while being cognizant of the predicted long term changes on a larger global scale.

## **C. Drinking Water/Watershed Protection Priorities**

As part of the development of a DW/WP strategy, the input/suggestions and recommendations of the Drinking Water Protection Workshop and Action Plan, the Sustainability Committee, Arrowsmith Water Service, the BC Action Plan for Safe Drinking Water and the Vancouver Island Watershed Protection Initiative Steering Committee were considered.

The common themes identified in these documents and initiatives are the need to (i) increase the level of knowledge regarding drinking water sources and the challenges to their long term sustainability with respect to development and land use pressures. (ii) coordinate efforts of Provincial and Local governments and non governmental organizations and (iii) increase the level of public awareness regarding drinking water and watershed protection issues and RDN activities.

### ***C.1 Drinking Water Resource Sustainability vs Land Use/Development***

The need to increase the level of knowledge regarding drinking water sources and their long term sustainability in the face of continued development and land use decisions will present one of the most challenging aspects of a DW/WP plan. To understand the interrelation between ground and surface water sources, their sustainability and viability will require significant effort and resources to accomplish. These water sources generally do not have a common border with political boundaries and do not reside solely within existing service areas for any of the communities or water service areas within the region. As a result there will be a need to explore partnerships, funding arrangements and approaches to working with the issues that will include a number of key stakeholders.

### ***C.2 Inter Organizational Co-operation***

Currently, as noted in the Drinking Water Protection Plan, “drinking water interests are characterized by a patchwork of legislation and responsible government, governmental and non-governmental organizations, potentially resulting in particular aspects of drinking water provision being overlooked.”

The Province has moved forward with the realignment of responsibilities within its various Ministries under the new Action Plan for Safe Drinking Water in British Columbia. That document notes “One of the first objectives of the new legislation will be to ensure clear lines of responsibility within government for the various aspects of drinking water protection”. The document goes on to say “The Provincial government will work closely with local communities, First Nations and the Federal government to enhance co-operation and co-ordination at all levels”.

A recent outcome of this stated goal is establishment of the VIHA Watershed Protection Steering committee which brings together the Regional Districts on Vancouver Island and the Ministries of Health and Water Land and Air Protection. This approach enhances the intergovernmental co-ordination with respect to watershed protection issues.

The RDN has advanced drinking water protection in a number of areas including the Regional Growth Management Plan, Regional Growth Monitoring Advisory Committee / State of Sustainability Project and the Drinking Water Protection Action Plan. Enhanced inter organizational co-operation with those entities noted above and with other independent water purveyors in the region will serve to strengthen the outcomes of those strategies.

### ***C.3 Public Awareness***

The RDN Drinking Water Protection Action Plan and the submissions by interest groups to the plan identify a need to improve public awareness about drinking water quality and quantity and conservation efforts.

## **D. Proposed Strategy**

It is proposed that a Drinking Water/Watershed Protection Stewardship Committee be established to develop action plans that will focus on the long term, sustainable provision of water as it relates to future development and land use decisions and the protection of the resource. This committee would have

broad participation from Electoral Areas, stewardship groups, water purveyors and suppliers and members of the community which would allow for the identification and prioritization of Drinking Water and Watershed Protection initiatives using the existing work already carried out by the RDN. This proposed committee would also liaise with the VIHA Watershed Protection Steering Committee as the regional Technical Committee.

The Stewardship Committee concept will serve to bring together and focus the considerable work already carried out by the RDN with respect to drinking water and watershed protection. It will provide the forum by which broad representation from the region will assist in shaping the direction of DW/WP.

In its initial year, the committee would undertake to identify and prioritize key actions with costing, staffing and funding options for the Board's consideration as part of the 2007 budget cycle. The Committee would, as part of its work in the first year, develop and carry out a public information plan related to drinking water and watershed protection issues.

With assistance from the VIHA Watershed Protection Steering Committee, a Terms of Reference would be developed for Board approval that would outline the participants and the role of the stewardship committee in more detail. It is anticipated that the terms of reference for the Stewardship Committee would be reviewed annually.

The following matrix outlines the costs of two approaches that could be taken for the first year. Most activities would be supported through the use of a consultant with no additional RDN staff support outside of the Environmental Services department.

Activity	Alternative 1	Alternative 2
Develop terms of reference for the committee, operating procedures, identify resources required, results to be produced and establish the committee.	\$15,000	\$15,000
Develop public relations material communicating the work of the committee. Mostly carried out in the early phase of the committees' work.	\$10,000	\$10,000
Support the committee in articulating the detailed objectives, production of resource inventories, action steps, public involvement, coordination of activities, confirmation of budgets and other items.	\$35,000	\$35,000
Develop the appropriate level of public information. An additional \$20,000 has been allowed for Alternative 1 for the provision of a web site.	\$40,000	\$20,000
Initiate the process to establish an Electoral Area Drinking Water/Watershed Protection function prior to the 2007 budget process.	\$10,000	\$10,000
<b>Totals</b>	<b>\$110,000</b>	<b>\$90,000</b>

## **ALTERNATIVES**

1. Receive the Drinking Water/Watershed Protection Strategy report and approve first year funding (2006) of up to \$110,000 from the New Deal for Cities and Communities Funding and direct staff to initiate the process to establish an Electoral Area Drinking Water/Watershed Protection function prior to the 2007 budget process to fund Drinking Water and Watershed Protection initiatives.
2. Receive the Drinking Water/Watershed Protection Strategy report and approve first year funding (2006) of up to \$90,000 from the New Deal for Cities and Communities Funding and direct staff to initiate the process to establish an Electoral Area Drinking Water/Watershed Protection function prior to the 2007 budget process to fund Drinking Water and Watershed Protection initiatives.
3. Receive the Drinking Water/Watershed Protection Strategy report for information and do not pursue Drinking Water/Watershed Protection initiatives at this time.

## **FINANCIAL IMPLICATIONS**

The first year budget is an estimate based on similar activities carried out in the Capital Regional District and consists of a comprehensive plan for the development of the committee structure and budget, public relations work and committee assistance. It is anticipated that funding for the committee's work would come from the New Deal for Cities and Communities federal funding package.

For comparative purposes, the recent Growth Management Strategy review expended approximately \$150,000 for outside consulting costs and public consultation, excluding staff costs.

## **CITIZEN IMPLICATIONS**

The establishment of a DW/WP Stewardship Committee will undertake to include key community stakeholders interested in the development of drinking water and watershed protection initiatives and education. This community approach will assist in the development of priority initiatives related to drinking water and watershed protection in the region.

## **SUMMARY/CONCLUSIONS**

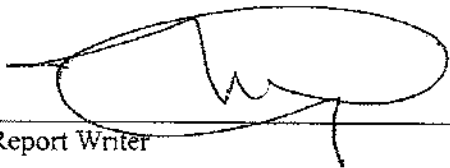
The Board has requested that staff provide an overview of the current DW/WP plan initiatives and an outline of a proposed strategy for the future. The overview of current DW/WP plan activity shows that there are a significant number of actions that have already been implemented or that will be undertaken in 2005/2006.

In order to identify future key goals and initiatives for Drinking Water and Watershed Protection and to provide strategies for public education for the DW/WP plan it is proposed that a Stewardship Committee be formed. The committee would utilize information already developed through the Drinking Water Protection Workshop and Action Plan, the Sustainability Committee, Arrowsmith Water Service, the BC Action Plan for Safe Drinking Water and the Vancouver Island Watershed Protection Initiative Steering Committee. From this information they will develop recommended key action plans complete with proposed cost implications and funding strategies that will focus primarily on the sustainability of water resources as it relates to future development and land use decisions.

There are no established functions, service areas or revenue sources at this time for broad drinking water and watershed protection strategies. Costs incurred in the first year of the proposed DW/WP strategy would be recovered via the New Deal for Cities and Communities program. Any subsequent initiatives in following years would be funded through the New Deal for Cities and Communities or alternately through taxation of a newly created Electoral Areas service area for drinking water protection.

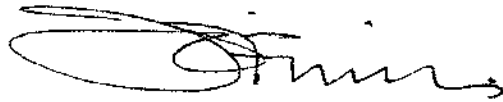
**RECOMMENDATIONS**

1. **That** the Drinking Water/Watershed Protection Strategy report be received for information;
2. **That** the Board approve first year funding (2006) of up to \$110,000 from the New Deal for Cities and Communities program;
3. **That** the Board direct staff to establish an Electoral Area Drinking Water/Watershed Protection function prior to the 2007 budget process;
4. **That** the Board approve the establishment of a Drinking Water/Watershed Protection Stewardship Committee and direct staff to develop a Terms of Reference and proposed membership for that committee for Board consideration.



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Report Writer



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General Manager Concurrence

COMMENTS:

## Summary of Regional Initiatives/Activities Supporting Drinking Water & Watershed Protection

### ***1. Regional Growth Management Plan***

The RGMP provides two directives specifically related to drinking water:

Policy 4E: The RDN and member municipalities agree to protect the supply and quality of surface water resources and aquatic habitats through participation in integrated stormwater management projects.

Policy 4F: The RDN and member municipalities agree to take measures to identify and protect groundwater resources in the region.

### ***2. Regional Growth Monitoring Advisory Committee / State of Sustainability Project***

The RGMAC held a Sustainability workshop in April, 2004 to obtain information on what residents think the RDN will look like in the future if the area achieves sustainability. Outcomes from that meeting included sustainability indicators that were then presented to the Board and adopted. The RGMAC is organizing the monitoring of those indicators and will be reporting to the Board on their activities.

### ***3. Drinking Water Protection Action Plan***

The purpose of the Drinking Water Protection Action Plan (DWPAP) is to establish actions the Regional District of Nanaimo could take regarding drinking water protection in the region within existing established service areas.

A number of broad actions were identified which involved Regional Growth Management and Community Planning initiatives. Specific actions related to the activities of the Utilities Department were also identified including:

*Action 1:* Continue to provide drinking water in Regional District of Nanaimo water local service areas that meets or exceeds recognized applicable regulatory standards for drinking water.

*Implemented Actions:*

- Monthly and annual testing ensures that RDN water meets both the BC Approved Drinking Water Quality Guidelines and the Canadian Drinking Water Guidelines for health. Some aesthetic parameters are not always met. Water quality information has been made available on the RDN WaterSmart FAQs-Water Quality webpage.

*Action 2:* Review the pricing structure for Regional District of Nanaimo water local service areas to identify possible changes to promote water conservation.

*Implemented Actions:*

- This work is underway with proposed new conservation-based rates in place for 2006.
- Future rate reviews will use water conservation as one of the guiding principles.

*Action 3:* Conduct a public awareness campaign for Regional District of Nanaimo water local service areas to raise awareness about the need to conserve water and methods of water conservation.

*Implemented Actions:*

- The primary action associated with this activity is the development of the WaterSmart - Water Services website.
- Informational publications on water conservation techniques and tips have been developed.
- A Water Smart student program has been developed in partnership with the Town of Qualicum Beach. The student has provided information on water saving tips, provided workshops to groups about water conservation, and assisted individual homeowners with questions regarding water conservation in their home and garden.

*Action 4:* Publish an annual report regarding drinking water provided by the Regional District of Nanaimo in its water local service areas. The annual report could include information about each water service area, such as the number and location of properties included, number of residents served, the quality and quantity of water provided, the source of the water (including known information about aquifer locations and characteristics, groundwater recharge areas and surface water sources), the infrastructure used to collect, store and convey the water (including the number and location of wells), the performance of that infrastructure, and plans in place to maintain or enhance water quality, and actions undertaken to maintain or enhance water quality. The annual report will be made available to participants of the local water service areas and other interested individuals at the Regional District of Nanaimo office and on the Regional District of Nanaimo website.

*Implemented Actions:*

- Under the new Drinking Water Protection Act the RDN is required to provide an annual report to the public and the Drinking Water Officer within 6 months of the end of the calendar year. Reports on all 13 of the RDN operating water systems have been submitted for 2004.
- These reports will be available on the WaterSmart website.
- For each water local service area the WaterSmart website contains information on service area boundaries, water rates, consumption, well production, well levels, and monthly and annual water quality testing.

*Action 5:* Fulfill all of the new drinking water provider requirements specified by the Drinking Water Protection Act for Regional District of Nanaimo water local service areas. Key new requirements include obtaining Drinking Water Officer approval of emergency response plans for each water service area, upgrading and certifying operators through the Environmental Operator Certification Program, regular water system sampling and water quality monitoring, conveying water quality sample results to the local health region and water system participants, publishing an annual report about water quality monitoring and assessment, assessment when required by the Drinking Water Officer, preparation of an assessment response plan, preparation of a drinking water protection plan, well flood-proofing, and cross connection control.

*Implemented Actions:*

- The RDN water systems currently have Emergency Response Plans in place and a copy has been provided to the Regional Drinking Water Coordinator as part of the annual report.
- Operators are currently certified with some upgrades in certification taking place in 2005.

- Testing and conveying samples is part of the ongoing monitoring program as required by the Provincial Ministry of Health.
- Annual reports will be posted on the WaterSmart website.
- Assessment response plans to be defined through the Drinking Water Officer with preparation planned for 2006.
- Well flood-proofing is in place for all RDN wells and activities are planned in 2005 to strengthen well head flood proofing in some areas.
- Although RDN does not currently have a cross connection control program, this matter will be reviewed in 2005 with possible recommendations for action in 2006.

*Action 6:* Consider evaluating the long-term water supply requirements for property within Regional District of Nanaimo water local service areas and the ability of present water sources to meet those requirements.

*Implemented Actions:*

- The evaluation of long-term water supply in local water service areas is an ongoing activity and takes into consideration current and projected groundwater supply quantities, applicable surface water supply rates, rate of population growth and the impacts of bulk water supplies in the future. This work will continue to ensure the long term, safe and reliable supply of drinking water to the service areas. The Arrowsmith Water Service is developing a new capital plan for the bulk water initiative to supplement existing groundwater supplies in the bulk water service areas.

**4. Conservation Initiatives**

Conservation initiatives for all of the water service areas have focused on the development of public information, the reduction of peak period water use and enforcement of the water use bylaws.

To achieve these goals the following actions have been undertaken.

*Development of the WaterSmart Website*

The WaterSmart website offers comprehensive information on the Regional District of Nanaimo's activities with relation to the provision of service in each area, water conservation, regulations, pricing and activities related to drinking water and watershed protection.

*Inclusion of Low Flush Toilets in the BC Building Code*

The Board has approved the inclusion of low flush toilets in the next update of the BC Building Code Water Conservation Plumbing Regulation.

*More Restrictive Water Use Bylaws*

Water use bylaws have been updated to reflect the need for more stringent watering restrictions.

*Upgrading Enforcement Capabilities*

Recently adopted Municipal Ticketing bylaw amendments will give the necessary authority to the Bylaw Enforcement staff allowing them to follow up on water use contrary to the regulations.



#### *Development of Water Conservation Publications*

Informational pamphlets have been developed that outline the RDN goals with respect to water conservation, conservation in the home and conservation in the garden. This information along with a fridge magnet outlining the sprinkling regulations has been sent to all RDN water users with their recent billing. Other water suppliers, public and private, will have access to and benefit of these publications.

#### *Development of the WaterSmart Summer Student program*

As an initial pilot, RDN is working in partnership with the Town of Qualicum Beach in developing a community outreach program aimed at engaging the public in water conservation strategies for the home and business. As the program evolves, it is anticipated that other water suppliers will participate in and benefit from the program.

#### *Water Consumption Comparisons – Water Use Invoices*

On each of the water use invoices sent to customers there is a comparison between their consumption and the average consumption in their service area. This assists users in understanding their level of consumption in relation to others in their community.

#### **5. VIHA Watershed Protection Steering Committee**

The provincial Regional Drinking Water Coordinator, with the support of the Vancouver Island Health Authority, has recently initiated the development of a Vancouver Island Watershed Protection Steering Committee and has proposed six regional Technical sub-Committees. This initiative will facilitate regional and provincial activities related to watershed management and drinking water protection on Vancouver Island and provide a venue for a coordinated, multi agency approach. This is the first such initiative in the Province. RDN now has membership on the Steering Committee and views the initiative as an opportunity to collaboratively pursue drinking water protection activities and funding opportunities.

The Steering Committee role is to provide a consistent integrated approach to watershed management and drinking water protection issues and to provide support to the regional sub-Committees. The committee, together with the support of the member regional districts, will also formulate and propose recommendations that could go forward to the Province with respect to Drinking Water Protection issues.



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>[Signature]</i>	MoF	
AUG 29 2005			
<i>Cow</i>			

**MEMORANDUM**

**TO:** Mike Donnelly, AScT  
Manager of Utilities

**DATE:** August 25, 2005

**FROM:** Chris Brown, AScT  
Engineering Technologist

**FILE:** 5500-21-RG

**SUBJECT:** Utilities Rural Streetlighting Local Service Area, Boundary Amendment

**PURPOSE**

To consider the inclusion of a section of Admiral Tryon Boulevard (VIP62528) into the Rural Streetlighting Local Service Area (LSA) (see attached plan).

**BACKGROUND**

Several owners of properties on Admiral Tryon Boulevard have returned signed petitions to the RDN to be included in the Rural Streetlighting LSA (Bylaw 791, 2003). Twenty four petitions were mailed out to owners and 14 petitions were returned favouring inclusion in the Rural Streetlighting Area.

There are three existing streetlights in the area that were installed when the area was developed but never turned on.

In order to tax the properties for the operation of the streetlights, this area must be included in the Rural Streetlighting LSA.

**ALTERNATIVES**


1. Amend the boundaries of Rural Streetlighting LSA (Bylaw 791.11, 2005) to include the section of Admiral Tryon Boulevard (VIP 62528) into the Rural Streetlighting LSA.
2. Do not amend the boundaries of Rural Streetlighting LSA (Bylaw 791.11, 2005) to include the section of Admiral Tryon Boulevard (VIP 62528) into the Rural Streetlighting LSA.

**FINANCIAL IMPLICATIONS**

There are no financial implications to the RDN. The operating costs of the streetlights are charged to the benefiting properties through taxation. In 2005, the property tax rate for this service is estimated at \$0.145 per \$1,000 of assessment.

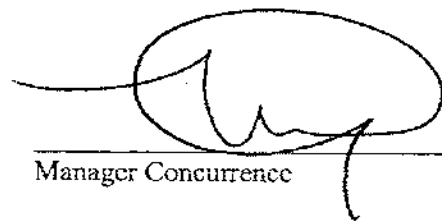
**RECOMMENDATIONS**

1. That part of Admiral Tryon Boulevard (VIP 62528), is included into the Rural Streetlighting Local Service Area.
2. That "Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.11, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.




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Report Writer



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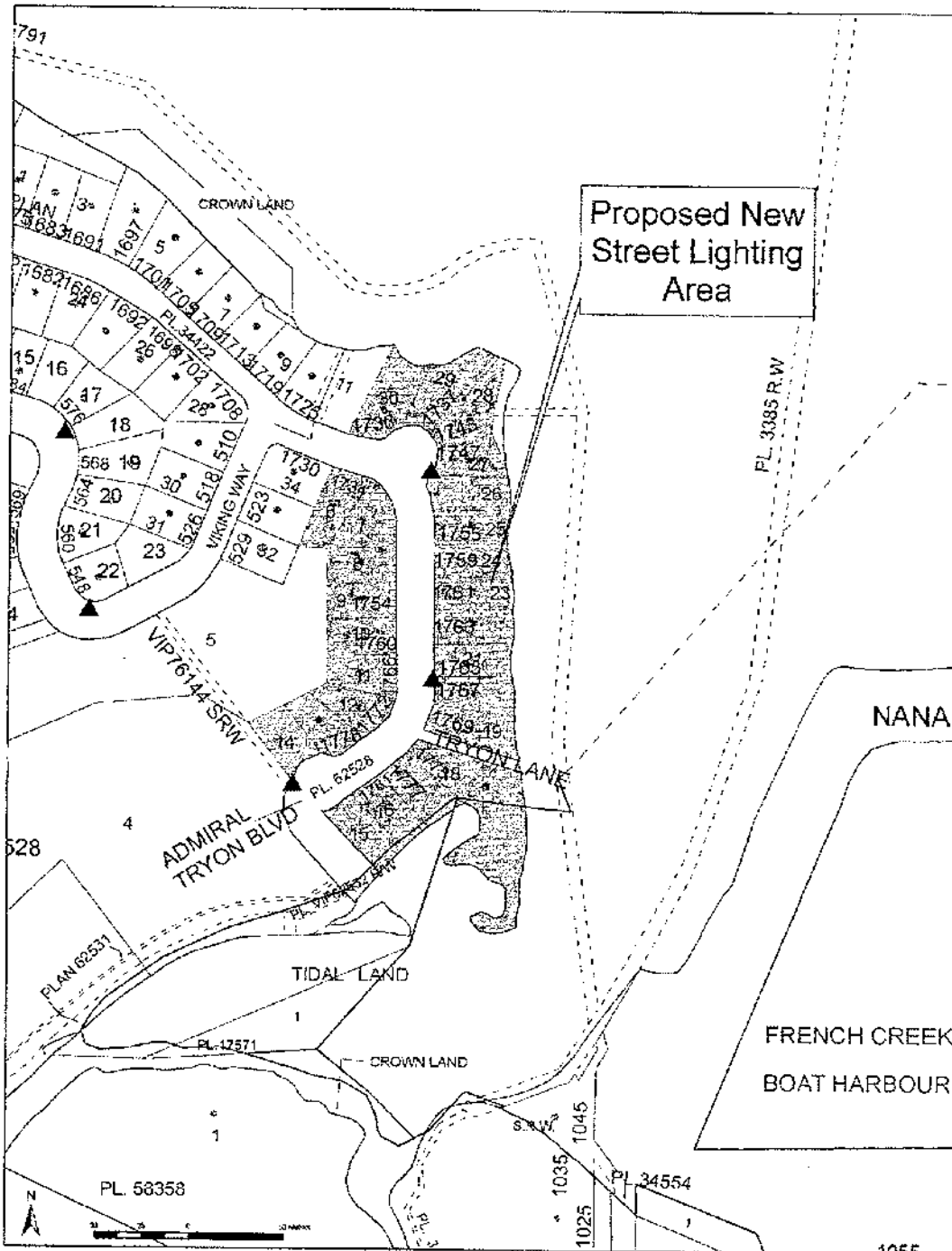
Manager Concurrence



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General Manager Concurrence

COMMENTS:



REGIONAL DISTRICT OF NANAIMO  
BYLAW NO. 791.11

A BYLAW TO AMEND THE RURAL  
STREETLIGHTING LOCAL SERVICE AREA  
ESTABLISHMENT BYLAW NO. 791

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

AND WHEREAS the Board wishes to amend the Local Service Area boundaries in accordance with Section 802(1)(b) of the *Local Government Act*;

AND WHEREAS the consent of the Directors of Electoral Areas E and G have been obtained;

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 include 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. 791.10 is hereby repealed.
4. This bylaw may be cited as "Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.11, 2005".

Introduced and read three times this 20th day of September, 2005.

Received the approval of the Inspector of Municipalities this \_\_\_\_ day of \_\_\_\_\_, 2005.

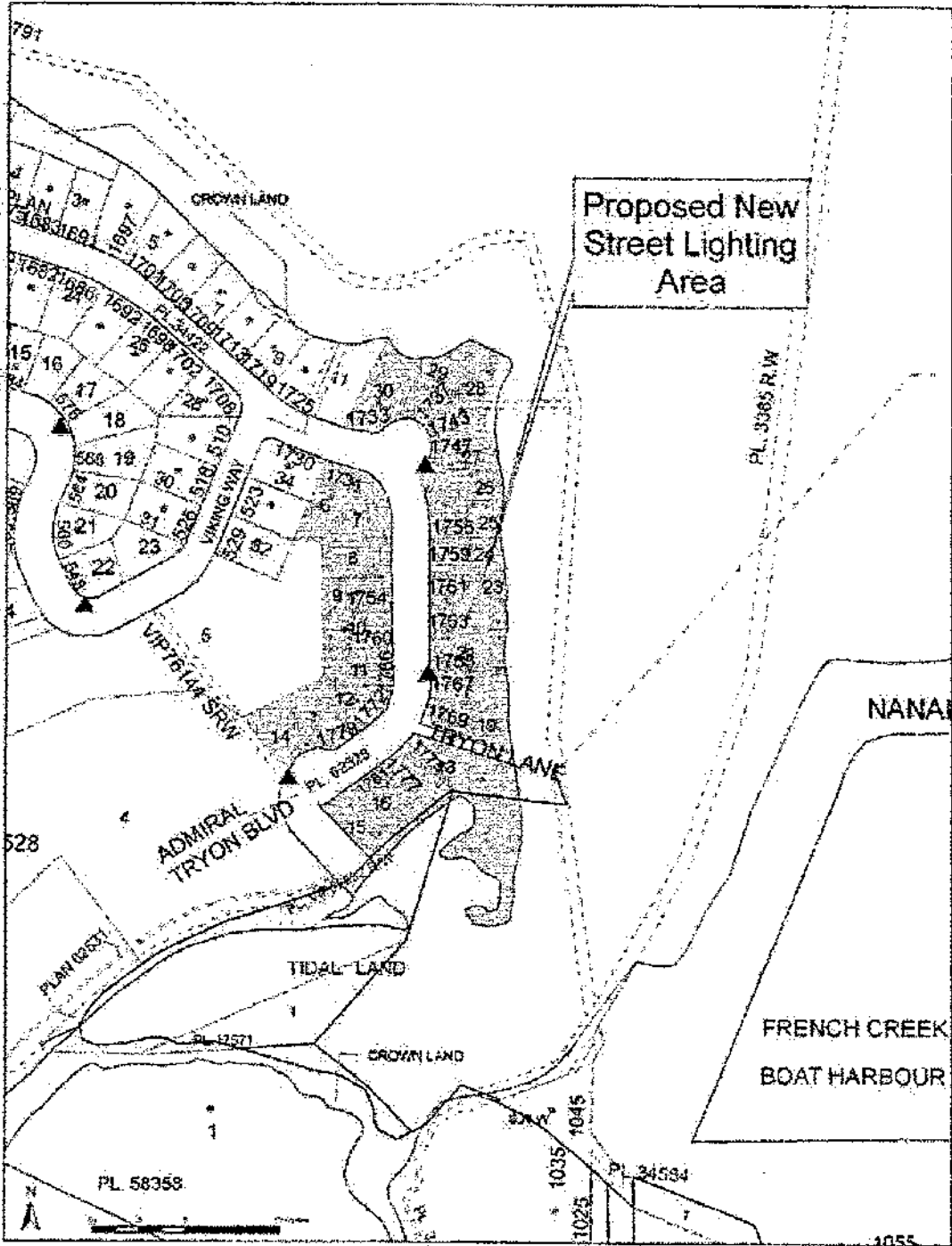
Adopted this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Administrator





REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<input checked="" type="checkbox"/>	MoF	
AUG 24 2005			
<i>caw</i>			

# MEMORANDUM

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

**DATE:**

August 22, 2005

**FROM:** Mike Donnelly  
Manager of Utilities

**FILE:**

5500-22-01

**SUBJECT: Water User Rate Amendments**

## PURPOSE

To present for Board consideration proposed water user rate amendments.

## BACKGROUND

Water user rates in all RDN water service areas are proposed to increase by 2% and to be in effect for May of 2006 (except Melrose Terrace). This increase conforms to the financial plan approved by the Board for 2006. Further review of all service area water rates is being undertaken and will be complete for the Board's review in the Spring of next year. Staff recognize the rate differential (in particular the minimum rate) in place for some water service areas. This issue will also be reviewed in 2006.

The Melrose Terrace Water Supply system currently uses a flat fee of \$0.969 per day and this will continue until the fall billing of 2006. This form of billing was put in place to allow enough time to assess actual use patterns prior to establishing a fee structure. The inclined block fee structure will be developed and brought forward to the Board in the fall of 2006.

This report also includes the establishment of a new Regulations and Rates bylaw for the newly amalgamated Nanoose Bay Peninsula Water Supply Service Area.

## ALTERNATIVES

1. Approve the proposed increase to water user rates as outlined in Attachment 1.
2. Do not approve the rate increases.

## FINANCIAL IMPLICATIONS

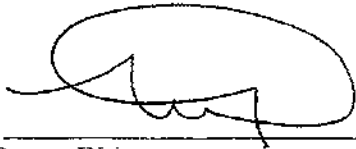
The proposed rate increases are in line with the approved financial plan for 2006.

## SUMMARY/CONCLUSIONS

The water regulations and rates bylaws have been reviewed. It is proposed that the water user rates be increased in accordance with the approved financial plan for 2006.

**RECOMMENDATIONS**

1. That Regional District of Nanaimo, "Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Bylaw No. 1468, 2005" be introduced for three readings.
2. That Regional District of Nanaimo, "Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Bylaw No. 1468, 2005", having received three readings be adopted.
3. That Regional District of Nanaimo "French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.11, 2005" be introduced for three readings.
4. That Regional District of Nanaimo, "French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.11, 2005", having received three reading be adopted.
5. That Regional District of Nanaimo, "Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.12, 2005" be introduced for three readings.
6. That Regional District of Nanaimo, "Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.12, 2005", having received three readings be adopted.
7. That Regional District of Nanaimo, "Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.07, 2005" be introduced for three readings.
8. That Regional District of Nanaimo, "Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.07, 2005", having received three readings be adopted.
9. That Regional District of Nanaimo, "San Pareil Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1172.05, 2005" be introduced for three readings.
10. That Regional District of Nanaimo, "San Pareil Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1172.05, 2005", having received three readings be adopted.
11. That Regional District of Nanaimo, "Englishman River Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1383.02, 2005" be introduced for three readings.
12. That Regional District of Nanaimo, "Englishman River Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1383.02, 2005", having received three readings be adopted.



Report Writer



General Manager Concurrence

COMMENTS:



Water User Rate Amendments  
Attachment 1

Existing Service Area Rates												
Cubic Meters	French Creek	Surfside	Decourcey	San Pareil	Englishman River	Arbutus park	Fairwinds	Madrona	Nanoose	West Bay	Wall Beach	Driftwood
Minimum Daily Rate	\$0.15	\$0.15	\$0.24	\$0.93	\$0.82	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.24	\$0.28
0.9	\$0.34	\$0.34	\$0.53	\$0.55	\$1.06	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.53	\$0.56
.91-2	\$0.64	\$0.64	\$1.06	\$1.10	\$1.37	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06	\$1.12
2.01-3	\$0.99	\$0.99	\$1.59	\$1.65	\$1.87	\$1.59	\$1.59	\$1.59	\$1.59	\$1.59	\$1.59	\$1.68
3.01-4	\$1.94	\$1.94	\$1.94	\$2.20	\$2.80	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$1.94	\$2.25
>4.01	\$2.30	\$2.30	\$2.30	\$2.75	\$4.00	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.80

Proposed Service Area Rates						
Cubic Meters	French Creek	Surfside	Decourcey	San Pareil	Englishman River	Nanoose Bay Peninsula *
Minimum Daily Rate	\$0.15	\$0.15	\$0.24	\$0.95	\$0.84	\$0.24
0.9	\$0.35	\$0.35	\$0.54	\$0.56	\$1.08	\$0.54
.91-2	\$0.65	\$0.65	\$1.08	\$1.12	\$1.40	\$1.08
2.01-3	\$1.01	\$1.01	\$1.62	\$1.68	\$1.91	\$1.62
3.01-4	\$1.98	\$1.98	\$1.98	\$2.24	\$2.86	\$1.98
>4.01	\$2.35	\$2.35	\$2.35	\$2.81	\$4.08	\$2.35

\*Amalgamated Nanoose Water Service Areas

## REGIONAL DISTRICT OF NANAIMO

### BYLAW NO. 1468

#### A BYLAW TO FIX AND REGULATE THE RATES, TERMS AND CONDITIONS UNDER WHICH WATER MAY BE SUPPLIED AND USED IN THE NANOOSE BAY PENINSULA WATER LOCAL SERVICE AREA

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

1. **Title**

This bylaw may be cited for all purposes as the "Nanoose Bay Peninsula Water Local Service Area Rates and Regulations Bylaw No. 1468, 2005".

2. **Interpretation**

In this bylaw, unless the context other requires:

**"Apartment"** means any building which is designed, built, rented, leased, let or hired out to be occupied, or which is occupied, as the home or residence of three or more families living independently of each other in their own unit or suite.

**"Applicant"** means an owner of property or his or her agent making application for a Service Connection to provide him or her with a supply of water from the System.

**"Board"** means the Board of the Regional District of Nanaimo.

**"Condominium"** means any building or combination of buildings registered under the Condominium Act and occupied as a dwelling unit.

**"Consumer"** means a person to whom water is supplied under this bylaw.

**"Consumer Supply Line"** means the water supply pipeline and all valves, connections, taps, meters and other appurtenances connecting a curb stop at the property line to a building or structure on the property of a Consumer.

**"Curb Stop"** means a shut-off valve installed by the Regional District with a protective housing to the surface of the ground.

**"Duplex"** means any building used or designed to be used by two households living independently of each other in their own unit or suite.

**"Dwelling Unit"** means one or more rooms for residential occupancy connected together with facilities for living, sleeping, cooking and having a separate entrance.

**“Household Use”** means the use of water for ordinary domestic activities customarily incidental to the residential use of land including culinary, sanitary and laundry purposes.

**“Mobile Home”** means any structure, whether ordinarily equipped with wheels or not, that is designed, constructed or manufactured to be moved from one place to another by being towed or carried, and which is used as a dwelling unit.

**“Multi-Family Dwelling Unit”** means a building or combination of buildings used for residential dwelling unit purposes, but does not include a condominium or an apartment building.

**“Parcel of Land”** means any lot, block or other area in which land is held or into which it is subdivided, but does not include a highway.

**“Premise/Premises”** includes land, buildings and structures of a dwelling unit, apartment, condominium, duplex, mobile home, multi-family dwelling unit or any other development servicing more than one dwelling unit.

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

**“Service Area”** means the Nanoose Bay Peninsula Water Local Service Area as established by “Nanoose Bay Peninsula Community Water Supply Service Area Establishment Bylaw No. 1397, 2004”.

**“System”** means the water distribution system owned and operated by the Regional District.

**“Water Main”** means the water supply pipeline in a highway or district right-of-way or easement being part of the System.

**“Water Service Connection”** means a connection to a main supply line and extending to the property line of the consumer for the purpose of conveying water to the said consumer. A service connection shall include a water meter and a shut-off valve and shall be the property of the Regional District.

### 3. **Conditions of Supply**

It is a term and condition of the supply of water that the Regional District is not liable for any injury, damage or loss, including economic loss, to any person or property:

- (a) arising or occurring from the use of water from the System;
- (b) resulting from a failure of water supply to any Consumer;
- (c) resulting from any impurity, lack of pressure, increased supply pressure, or other condition affecting water supplied by the System.

4. **Illegal Connections**

No person may connect or allow to be connected or allow to remain connected to the System, any Premises without first obtaining written authorization from the Regional District in accordance with this bylaw.

5. **Private Wells**

No person that is connected to the System may connect a private well or other water supply source to the System. Any person with a well or other water supply source connected to the System, shall disconnect that well or source from the System and provide the Regional District with proof of disconnection.

6. **Tampering with the System**

- (a) No person may tamper with, operate, remove or make any alteration or connection to any hydrant, standpipe, meter, curb stop, valve, pumping station, reservoir chamber, or other fixture or appurtenance connected with the System without first obtaining authorization from the Regional District in accordance with this bylaw;
- (b) A person must not willfully damage, destroy, uncover, deface or otherwise tamper with any part of the System.
- (c) No pump, booster or other device shall be employed by a customer without permission in writing from the Regional District, for the purposes of, or having the effect of increasing water pressure in service lines to a higher pressure than the normal water pressure in the said service lines, and the Regional District may, without notice, discontinue service to any customer employing such pump, booster or other device.
- (d) Except as otherwise provided in this bylaw, the General Manager of Environmental Services shall prescribe all standards pertaining to connection with or attachment of any mains, pipes or water service to the System, and the repair or alteration of a Water Service Connection.
- (e) No work of any kind connected with the System, either for the laying of new or repair of old service pipes shall be done on or under any street or land within the Local Service Area by any persons other than a person authorized by the Regional District.

7. **Domestic Water Rates**

- (a) The domestic water rates and charges enumerated in Schedule 'A' of this bylaw are hereby imposed and levied for water service supplied by the Regional District.

- (b) All domestic water rates shall be billed twice yearly for periods ending on or about:  
  
May 16th and September 16th.
- The Regional District may vary the billing dates as required to accommodate changes in equipment or processing of charges resulting from technological or other changes.
- (c) If a disconnection is made in accordance with Section 8(b) of this bylaw, the domestic water rates shall be billed on the basis of the meter reading or the flat rate at the time of disconnection, or the minimum rate, whichever is greater. Upon reconnection the owner must pay a reconnection fee in accordance with Schedule 'A' to this bylaw.
- (d) When any rates or charges for water services pursuant to Schedule 'A' to this bylaw are overdue for a period of sixty (60) days or more, such water services may be disconnected without notice. Such service shall not be reconnected until the Consumer has paid the following fees and charges to the Regional District:
- (i) the domestic water rates, charges and penalties overdue;
  - (ii) the reconnection fees as enumerated in Schedule 'A' of this bylaw;
  - (iii) any additional cost incurred by the District in order to prevent the improper use of water after disconnection.
- (e) A domestic water rate or charge imposed or levied under Schedule 'A' to this bylaw shall be due and payable upon the date set out in the billing, however, provided that the amount of the account is paid on or before the close of business on the date set out on the billing form, and provided the total amount then outstanding including all arrears are paid in full, at the office of the Manager of Financial Services, then the current billing will be subject to a discount of 10%.
- (f) No complaint of an error in any charge for domestic water rates or charges shall be considered and no adjustment of any such error shall be made after a period of one year has elapsed since the end of the period for which such domestic water rates or charges were made. After the termination of this period all such domestic water rates or charges shall be deemed to have been properly and correctly made.
- (g) All domestic water rates and any other charges pursuant to this bylaw which remain unpaid after the 31<sup>st</sup> of December in any year shall be deemed to be taxes in arrears in accordance with the *Local Government Act*.
- (h) The Manager of Financial Services is authorized to adjust any errors in domestic water rates and charges.

**8. Water Use Restrictions**

- (a) An owner or occupier of property must not permit the diversion of water from the System for the benefit of any other parcel of land, premises or purpose other than permitted at the time of approval.
- (b) The Regional District may, with seven calendar days notice, disconnect the water service to any Premise for any of the following reasons, and the Regional District shall not be liable for damages by reason of discontinuing water service for such reasons as:
  - (i) Failure to repair or replace defective pipes, fittings, valves, tanks or appliances which are leaking or are otherwise not in a good state of repair and which are or may become a cause of waste of water.
  - (ii) Illegal connections.
- (c) The Regional District may, whenever in its discretion the public interest so requires, suspend or limit the consumption of water from the System of the Service Area or may regulate the hours of use, or may further prescribe the manner in which such water may be used. The Regional District may disconnect the water supply to any Consumer if it has reason to believe that the condition of the Consumer's supply line poses a reasonable threat of contamination to the water supply of the System.

**9 Meters**

- (a) Every water service connection shall be installed with a meter which shall be provided by the Regional District. The General Manager of Environmental Services shall determine the size of meter required and the Regional District shall cause the meter to be installed in a location convenient to system operations and maintenance.
- (b) No person shall in any way tamper with, operate or remove a water meter and associated works.
- (c) Owners, occupants or tenants shall ensure that landscaping does not interfere with access to the water meter or curb stop.

**10. Service Connections**

- (a) A Consumer Supply Line shall be installed in accordance with the requirements of the British Columbia Plumbing Code, and shall be constructed by the owner entirely at his/her own expense, in accordance with the specifications outlined in Schedule 'B' of this bylaw.
- (b) All persons shall maintain the Consumer Supply Line in good order and repair, and protect them from frost at their own risk and expense, and when a Premise is vacated the stop cock shall be turned off.

11. **Penalty**

- (a) Any person who commits any act or offense or permits any act to be done in contravention of this bylaw commits an offense.
- (b) A person who commits an offense under this bylaw is liable on summary conviction to a penalty of not less than \$100.00 and not more than \$500.00 for a first offense; and for each subsequent offense, to a fine of not less than \$500.00 and not more than \$2,000.00.

Introduced and read three times this 20th day of September, 2005.

Adopted this 20th day of September, 2005.

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CHAIRPERSON

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DEPUTY ADMINISTRATOR

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Administrator

## SCHEDULE 'A'

### NANOOSE BAY PENINSULA WATER USER RATES

#### 1. Domestic Water Rates

- (a) Private connections where one connection serves one unit:
  - i) Up to 0.9 cubic meters per day, \$0.54 per cubic meter.
  - ii) From .91 to 2.0 cubic meters per day, \$1.08 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.62 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (b) Apartments, Duplexes, Condominiums, Suites or Strata Title Units where one connection serves more than one unit:
  - i) Up to 0.9 cubic meters per day, \$0.54 per cubic meter.
  - ii) From 0.91 to 2.0 cubic meters per day, \$1.08 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.62 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (c) Minimum rate is \$0.24 per day.
- (d) Schools – As per (b) above plus \$65.00 per billing period.
- (e) Commercial and Recreational Units – As per (b) above.
- (f) Unmetered fire lines, \$53.10 per billing period.

#### 2. Connection Charges

- (a) To existing servicing connections \$ 580.00
- (b) To new service connections \$ 1,000.00  
(Applicant to pay any additional costs)

- 3. **Reconnection** to any water service disconnected pursuant to this bylaw \$ 100.00



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Chairperson

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Deputy Administrator

## **SCHEDULE 'B'**

### **LOCAL SERVICE AREA SERVICE CONNECTIONS**

Installation and maintenance of water service lines inside property lines is the responsibility of the registered property owner.

Work on water service lines must not begin until the proper permits and authority have been obtained from the Regional District.

Quality of workmanship and materials are subject to approval by the Regional District before a service will be activated.

Devices installed by the Regional District (i.e., curb stops, water meters, check valve, service boxes) are the property of the Regional District. Unauthorized connections, operation of valves, etc., may result in service disconnection.

#### **Service Connections – Sequence of Events**

1. An applicant for a Water Service Connection must make the application and must not connect any parcel of land to the system except in accordance with the following requirements:
  - (a) The applicant must apply to the Regional District for a Water Service Connection in connection with an application for a building permit where applicable or, where no building permit is required, on the application form provided by the Regional District.
  - (b) Following the acceptance of the application by the Regional District, the property owner must excavate a trench from the building or structure to be served by the Water Service Connection to the curb stop and must prepare a pipe bedding and lay pipe in the trench, which pipe is to be left uncovered until the inspection by the Regional District under Subsection (d).
  - (c) The property owner must contact the Regional District office to arrange for an inspection appointment of the curb stop pipe bedding and pipe installed under Subsection (b) and must not cover the pipe with soil or other cover material until the work has been inspected and approved by the Regional District in accordance with Subsections (d) and (e) and Section 2.

- (d) The Regional District Building Inspector is authorized to inspect the trenching, pipe bedding, cover material and pipe.
  - (e) Following satisfactory inspection, Regional District staff may connect the Consumer Supply Line to the System.
2. Following connection of the Consumer Supply Line to the System and provided that no leaks or problems are found following connection, the property owner may cover the pipe and backfill the trench.

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 619.11**

**A BYLAW TO AMEND FRENCH CREEK WATER  
SUPPLY SPECIFIED AREA REGULATIONS AND  
RATES BYLAW NO. 619, 1983**

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

1. Schedule 'B' of Bylaw No. 619 is hereby repealed and Schedule 'B' attached hereto and forming part of this bylaw is substituted therefore.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.11, 2005".

Introduced and read three times this 20th day of September, 2005.

Adopted this 20th day of September, 2005.

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CHAIRPERSON

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DEPUTY ADMINISTRATOR

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Chairperson

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Deputy Administrator

## FRENCH CREEK WATER USER RATES

### 1. Domestic Water Rates

- (a) Private connections where one connection serves one unit:
  - i) For the first 0.9 cubic meters per day, \$0.35 per cubic meter.
  - ii) From 0.901 to 2.0 cubic meters per day, \$0.65 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.01 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (b) Apartments, Condominiums, Suites or Strata Title Units where one connection serves more than one unit:
  - i) For the first 0.9 cubic meters per day, \$0.35 per cubic meter.
  - ii) From 0.901 to 2.0 cubic meters per day, \$0.65 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.01 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (c) Services without a meter:

\$1.03 per day per unit for residential units without a meter.
- (d) Minimum rate is \$ .15 cents per day

### 2. Connection Charges

- (a) To existing servicing connections \$ 580.00
- (b) To new service connections \$ 1,000.00  
(Applicant to pay any additional costs)

- 3. **Reconnection** to any water service disconnected pursuant to this bylaw \$ 100.00

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 700.12**

**A BYLAW TO AMEND THE REGIONAL DISTRICT OF  
NANAIMO SURFSIDE PROPERTIES SPECIFIED AREA  
WATER REGULATIONS AND RATES BYLAW NO. 700, 1986**

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

1. Schedule 'B' of Bylaw No. 700 is hereby repealed and Schedule 'B' attached hereto and forming part of this bylaw is substituted therefore.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.12, 2005".

Introduced and read three times this 20th day of September, 2005.

Adopted this 20th day of September, 2005.

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CHAIRPERSON

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DEPUTY ADMINISTRATOR

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Chairperson

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Deputy Administrator

## **SURFSIDE PROPERTIES WATER USER RATES**

### **1. Domestic Water Rates**

- (a) Private connections where one connection serves one unit:
  - i) For the first 0.9 cubic meters per day, \$0.35 per cubic meter.
  - ii) From 0.901 to 2.0 cubic meters per day, \$0.65 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.01 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (b) Apartments, Condominiums, Suites or Strata Title Units where one connection serves more than one unit:
  - i) For the first 0.9 cubic meters per day, \$0.35 per cubic meter.
  - ii) From 0.901 to 2.0 cubic meters per day, \$0.65 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.01 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (c) Services without a meter:

\$1.03 per day per unit for residential units without a meter.
- (d) Minimum rate is \$ .15 cents per day

### **2. Connection Charges**

- (a) To existing servicing connections \$ 580.00
- (b) To new service connections \$ 1,000.00  
(Applicant to pay any additional costs)

- 3. **Reconnection** to any water service disconnected pursuant to this bylaw \$ 100.00

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1097.07**

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO  
DECOURCEY WATER SUPPLY LOCAL SERVICE AREA  
REGULATIONS AND RATES BYLAW NO. 1097, 1998**

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

1. Schedule 'A' of Bylaw No. 1097 is hereby repealed and Schedule 'A' attached hereto and forming part of this bylaw, is substituted therefore.
2. This bylaw may be cited as "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.07, 2005".

Introduced and read three time this 20th day of September, 2005.

Adopted this 20th day of September, 2005.

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CHAIRPERSON

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DEPUTY ADMINISTRATOR

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Chairperson

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Deputy Administrator

### DECOURCEY WATER USER RATES

#### 1. Domestic Water Rates

- (a) Where a Consumer Supply Line serves a single dwelling unit:
  - i) Up to 0.9 cubic meters per day, \$0.54 per cubic meter.
  - ii) From 0.901 to 2.0 cubic meters per day, \$1.08 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.62 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (b) Where a Consumer Supply Line supplies an apartment, condominium, duplex or other development servicing more than one unit:
  - i) Up to 0.9 cubic meters per day, \$0.54 per cubic meter.
  - ii) From 0.901 to 2.0 cubic meters per day, \$1.08 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.62 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$1.98 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$2.35 per cubic meter.
- (c) Despite Subsections (a) and (b), in the case of a residential dwelling unit in respect of which metered readings are, for any reason, not available, \$1.69 per day per dwelling unit.
- (d) Minimum rate is \$0.24 per day.

#### 2. Connection Charges

- (a) To existing servicing connections \$ 580.00
- (b) To new service connections \$ 1,000.00

- 3. **Reconnection** to any water service disconnected pursuant to this bylaw \$ 100.00



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1172.05**

**A BYLAW TO AMEND REGIONAL DISTRICT  
OF NANAIMO SAN PAREIL WATER SUPPLY  
LOCAL SERVICE AREA RATES AND  
REGULATIONS BYLAW NO. 1172, 1999**

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

1. Schedule 'A' of Bylaw No. 1172 is hereby repealed and Schedule 'A' attached hereto and forming part of this bylaw is substituted therefore.
2. This bylaw may be cited for all purposes as "Regional District of Nanaimo San Pareil Water Supply Local Service Area Rates and Regulations Amendment Bylaw No. 1172.05, 2005".

Introduced and read three times this 20th day of September, 2005.

Adopted this 20th day of September, 2005.

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CHAIRPERSON

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DEPUTY ADMINISTRATOR

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Administrator

## SAN PAREIL WATER USER RATES

### 1. Domestic Water Rates

- (a) Where a Consumer Supply Line serves a single dwelling unit:

For the first 1.00 cubic meters per day, \$0.56 per cubic meter or imperial gallon equivalent.

From 1.01 to 2.0 cubic meters per day, \$1.12 per cubic meter or imperial gallon equivalent.

From 2.01 to 3.00 cubic meters per day, \$1.68 per cubic meter or imperial gallon equivalent.

From 3.01 to 4.00 cubic meters per day, \$2.24 per cubic meter or imperial gallon equivalent.

Over 4.01 cubic meters per day, \$2.81 per cubic meter or imperial gallon equivalent.

- (b) Apartments, Condominiums, Suites or Strata Title Units where one connection serves more than one unit:

For the first 1.00 cubic meters per day, \$0.56 per cubic meter or imperial gallon equivalent.

From 1.01 to 2.0 cubic meters per day, \$1.12 per cubic meter or imperial gallon equivalent.

From 2.01 to 3.00 cubic meters per day, \$1.68 per cubic meter or imperial gallon equivalent.

From 3.01 to 4.00 cubic meters per day, \$2.24 per cubic meter or imperial gallon equivalent.

Over 4.01 cubic meters per day, \$2.81 per cubic meter or imperial gallon equivalent.

- (c) Minimum rate is \$.95 per day.

### 2. Connection Charges

- |   |             |
|---|-------------|
| (a) To existing service connections                                       | \$ 580.00   |
| (b) To new service connections<br>(Applicant to pay any additional costs) | \$ 1,000.00 |

- |   |           |
|---|-----------|
| 3. <b>Reconnection</b> to any water service disconnected pursuant to this bylaw | \$ 100.00 |
|---|-----------|

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1383.02**

**A BYLAW TO AMEND ENGLISHMAN RIVER  
COMMUNITY WATER SUPPLY SERVICE  
AREA RATES AND REGULATIONS  
BYLAW NO. 1383, 2004**

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

1. Schedule 'A' of Bylaw No. 1383 is hereby repealed and Schedule 'A' attached hereto and forming part of this bylaw, is substituted therefore.
2. This bylaw may be cited as "Englishman River Community Water Supply Service Area Rates and Regulations Amendment Bylaw No. 1383.02, 2005".

Introduced and read three time this 20th day of September, 2005.

Adopted this 20th day of September, 2005.

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CHAIRPERSON

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DEPUTY ADMINISTRATOR

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Chairperson

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Deputy Administrator

## ENGLISHMAN RIVER COMMUNITY WATER USER RATES

### 1. Domestic Water Rates

- (a) Private connections where one connection serves one unit:
  - i) Up to 1.0 cubic meters per day, \$1.08 per cubic meter.
  - ii) From 1.01 to 2.0 cubic meters per day, \$1.40 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.91 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$2.86 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$4.08 per cubic meter.
- (b) Apartments, Duplexes, Condominiums, Suites or Strata Title Units where one connection serves more than one unit:
  - i) Up to 1.0 cubic meters per day, \$1.08 per cubic meter.
  - ii) From 1.01 to 2.0 cubic meters per day, \$1.40 per cubic meter.
  - iii) From 2.01 to 3.0 cubic meters per day, \$1.91 per cubic meter.
  - iv) From 3.01 to 4.0 cubic meters per day, \$2.86 per cubic meter.
  - v) Over 4.01 cubic meters per day, \$4.08 per cubic meter.
- (c) Minimum rate is \$0.84 per day.

### 2. Connection Charges

- (a) To existing servicing connections \$ 580.00
- (b) To new service connections \$ 1,000.00  
(Applicant to pay any additional costs)

- 3. **Reconnection** to any water service disconnected pursuant to this bylaw \$ 100.00



REGIONAL DISTRICT OF NANAIMO		
CHAIR	GM Cms	
CAO	GM ES	
DA COO	GM Mof	
AUG 10 2005		
Sept. CoW		

MEMORANDUM

TO: Mike Donnelly, AScT  
Manager of Utilities

DATE: July 22, 2005

FROM: Chris Brown, AScT  
Engineering Technologist

FILE: 5500-20-FC-01 /  
5500-21-FCV / 5500-22-FC-01

SUBJECT: Utilities  
Inclusion into the French Creek Water, Sewer and Streetlighting Local Service Areas (Drew Road)

PURPOSE

To consider the request to include Rem. Lot 1, District Lot 27, Nanoose Land District, Plan 30012 into the French Creek Water and Sewer Local Service Areas (LSAs), the Northern Community Sewer LSA, the French Creek Bulk Water Supply LSA, and the Sandpiper Streetlighting LSA (see Attachment #1).

BACKGROUND

The RDN has been petitioned to amend the boundaries of the French Creek Water and Sewer Local Service Areas (LSAs), the Northern Community Sewer LSA, the French Creek Bulk Water Supply LSA, and the Sandpiper Streetlighting LSA. The subject property is 0.36 hectares in size, is currently undeveloped, and is located immediately adjacent to the service area boundaries described above.

In 1992, the previous owners of the subject property and a neighbouring property (Lot A, Plan 58011) applied to the Ministry of Transportation for a lot line adjustment, as the owner of Lot A wanted to construct a large shop on the land adjacent to his property. The owner of the subject property was agreeable to the lot line adjustment. The application to adjust the property boundary reduced the size of the subject property to 0.89 acres (0.36 ha), and increased the size of the neighbouring property by 0.19 acres. Future consideration of drinking water and sewage disposal was a factor in the lot line adjustment. The neighbouring property (Lot A, Plan 58011) already had community water and sewer services. According to the previous owner of the subject property (undeveloped site), a dug well was present on the subject property, but since the water table was within 3 inches of the ground surface in the winter months, his site was not suitable for a septic field.

Therefore, in 1993, the Ministry of Transportation required by restrictive covenant between the RDN, the Ministry of Health and the land owner, that the subject property connect to an approved community sewer system as part of their approval of the lot line adjustment. A connection to the nearby RDN sanitary sewer system could not be established at the time due to a moratorium on additional sewer connections, as the French Creek sewage treatment plant was near capacity. The covenant for a sewer connection was invoked prior to the adoption of the RDN's Regional Growth Strategy (RGS) in January 1997, at which time a servicing boundary was established. The covenant states that "The Transferor... may not build, construct or place any building or improvement on the Property until such time as the Property can be connected to a community sewer system." The moratorium on new sanitary sewer connections has now been retracted and there is capacity to service the property.

The following bylaws require amendment in order to service the property with community water, sewer, and streetlighting:

- French Creek Sewer Local Service Area Bylaw No. 813, 1990;
- Northern Community Sewer Local Service Area Bylaw No. 889, 1998;
- French Creek Water Local Service Area Bylaw No. 874, 1992;
- French Creek Bulk Water Supply Local Service Area Bylaw No. 1050, 1996; and
- Sandpiper Streetlighting Local Service Area Bylaw No. 909, 1994.

All five of these bylaw amendments are addressed in this report.

## **ALTERNATIVES**

1. Accept the application to include the property in the water, sewer, and streetlighting service areas.
2. Accept the application to include the property into the sewer and streetlighting area but not the water service area.
3. Do not accept the application.

## **REGIONAL GROWTH STRATEGY**

The subject property is designated as Resource Lands and Open Space and is located outside of the Urban Containment Boundary, pursuant to "Regional District of Nanaimo Regional Growth Strategy (RGS) Bylaw No. 1309, 2002". Policy 7B of the RGS allows for the provision of community water or community sewer services to land designated Resource Lands and Open Space for reasons of public health or environmental protection where the service will not result in a higher level of development than supported by the RGS in Policy 3A. The new decision making approach approved by the Board on April 13, 2004, provides that the jurisdictions may wish to provide community water and sewer services for reasons of individual preference or for a very broad interpretation of environmental reasons as long as the provision of services does not result in a higher level of development than supported by the RGS, Policy 3A.

## **FINANCIAL IMPLICATIONS**

There are no financial implications to the RDN. If accepted into the water, sewer, and streetlighting service areas, all costs associated with the connections would be at the expense of the applicant. The subject property will pay a Capital Charge of \$573 (Bylaw No.1330) for contribution to the downstream sanitary sewer, and a Capital Charge of \$2,084 (Bylaw No.1331) for contribution to the sewage treatment plant. As the subject property is outside of the urban containment boundary it has not contributed financially to the local sewer and water service areas. Therefore, staff has recommended to the applicant and the applicant has agreed that, as a condition of receiving service, two additional charges for the total amount of \$5,051 will be levied to compensate for this lost revenue. This amount is equivalent to the DCC of \$2,636 for Northern Wastewater Treatment (Bylaw 934, 1994) and the DCC of \$2,415 for French Creek Bulk Water (Bylaw 1089, 1998).

## **ENVIRONMENTAL/HEALTH IMPLICATIONS**

A pre-existing restrictive covenant registered on title for this property prohibits any building or improvement on the property until such time as the property can be connected to a community sewer system. This covenant was registered in favour of the RDN and the Ministry of Health in 1993 in lieu of a sanitary sewer connection as there was a moratorium on sewer connections to the French Creek sewage treatment plant due to capacity problems at the time. If not for the capacity issues, this property would likely have been approved for service connections in 1993.

The new decision making protocol under the RGS approved by the Board provides that the jurisdictions may wish to provide community water and sewer services for reasons of individual preference or for a very broad interpretation of environmental reasons.

In January 2005, a letter was received from the Central Vancouver Island Health Region rejecting an application to install an on-site sewage disposal system and recommending connection to a local sewer system.

The Regional District of Nanaimo has recently undertaken a sustainability study on the local groundwater supplies, which recommends limiting new wells on heavily used aquifers when alternatives are possible. A new covenant will be registered on the property stating that no wells are to be constructed and any existing wells are capped and decommissioned.

Water mains and sewage collection mains already service the neighbouring properties along Lanyon Drive and Drew Road, thereby making a connection to the local service areas possible.

## **INTERDEPARTMENTAL IMPLICATIONS**

The subject property is currently zoned Rural 1 (RU1) and is within the "D" Subdivision District pursuant to "Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987". The "D" Subdivision District provides a minimum parcel size of 2 hectares where the property is serviced with both community water and sewer. The subject property is currently 0.36 hectares in size (0.89 acres), and therefore cannot be further subdivided under the current zoning.

The subject property is also located in the Agricultural Land Reserve. However, since the property is less than 2 acres in size it is effectively exempt from ALR regulations.

The RDN Development Services and Community Services Departments have no opposition to the proposed boundary amendments as long as the intent of the RGS is met.

## **SUMMARY/CONCLUSIONS**

Petitions have been received to amend the boundaries of the French Creek Water and Sewer LSAs, the Northern Community Sewer LSA, the French Creek Bulk Water Supply LSA, and the Sandpiper Streetlighting LSA. As part of a lot line adjustment in 1993, a restrictive covenant was registered and remains on title prohibiting any building or improvement on the property until such time as community sewer is available. The covenant was registered in favour of the RDN and the Ministry of Health.

The servicing restrictions in the RGS provide for community water or sewer services to the property for health or environmental reasons. A letter from Central Vancouver Island Health Region rejects an application to install on-site sewage disposal. The installation of new groundwater wells in this area is


discouraged. The new decision making protocol approved by the Board on April 13, 2004 provides that the jurisdictions may wish to provide community water and sewer services for reasons of individual preference or for a very broad interpretation of environmental reasons as long as the provision of services does not result in a higher level of development than supported by the RGS, Policy 3A.

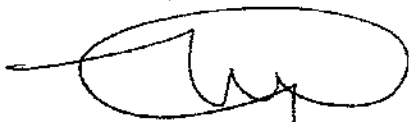
The subject property is designated as Resource Lands and Open Space and is located outside of the Urban Containment Boundary, pursuant to the RGS. Community water and sewer services are available on the adjacent properties. Connecting the subject property to community services is an environmentally supportable alternative to an on-site sewage disposal system and water and sewer services are already provided to neighbouring properties. The covenant, in favour of the Ministry of Health, requires connection to a community sewer system to support development on the property.

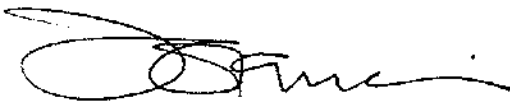
The current size of the parcel is 0.36 hectares, which is too small to subdivide under RDN Bylaw No. 500. All costs associated with connection to the RDN water and sewer systems would be at the expense of the property owner.

### RECOMMENDATIONS

1. That community water and community sewer services be provided to Rem. Lot 1, DL 27, Nanoose Land District, Plan 30012 pursuant to Regional Growth Strategy Policy 7B.
2. That the full costs of the service provisions be paid by the property owners.
3. That "French Creek Sewer Local Service Area Bylaw No. 813.35, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
4. That "Northern Community Sewer Local Service Area Bylaw No. 889.36, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
5. That "French Creek Water Local Service Area Bylaw No. 874.06, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
6. That "French Creek Bulk Water Supply Local Service Area Bylaw No. 1050.03, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
7. That "Sandpiper Streetlighting Local Service Area Bylaw No. 909.01, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

  
\_\_\_\_\_  
Report Writer

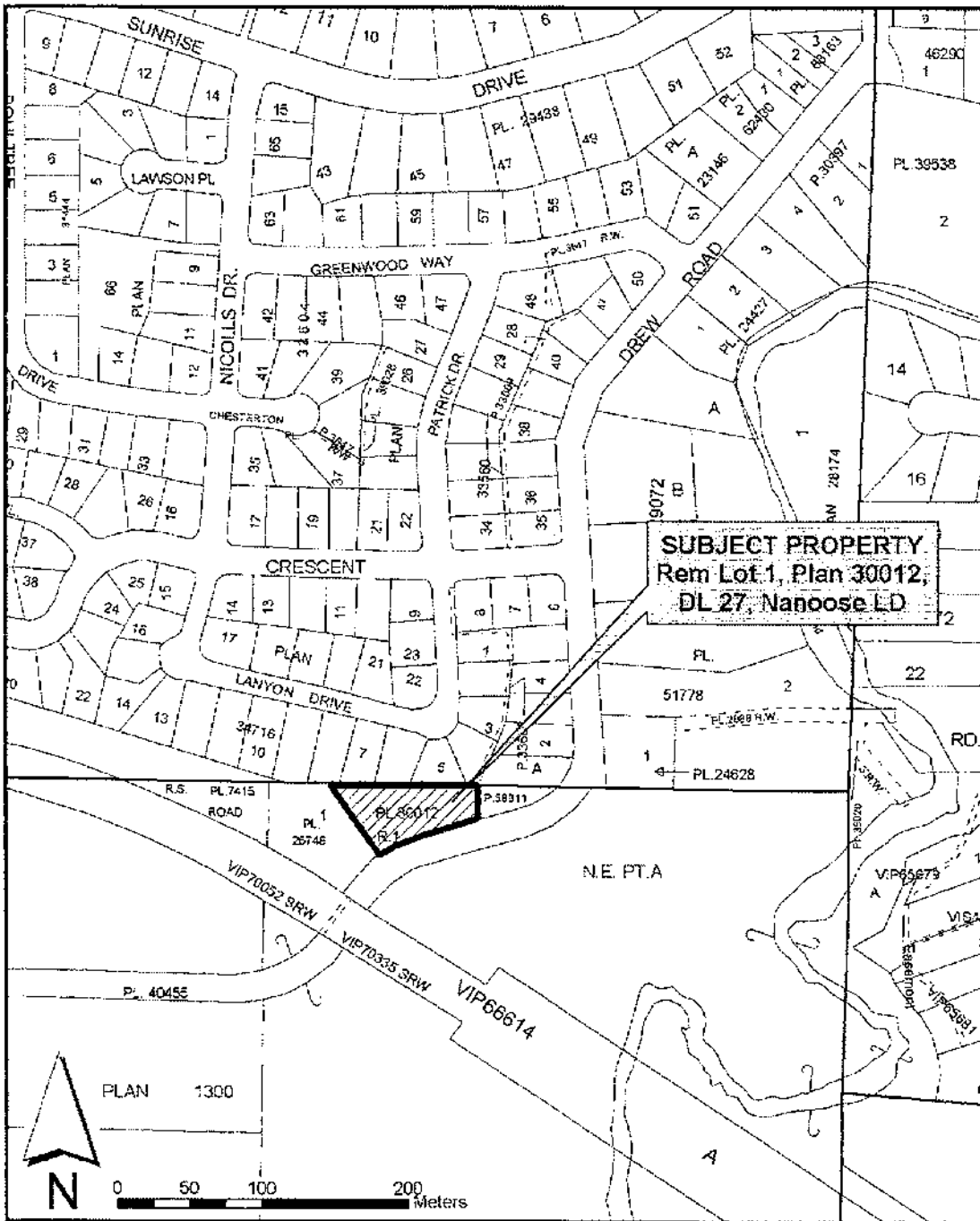
  
\_\_\_\_\_  
Manager Concurrence

  
\_\_\_\_\_  
General Manager Concurrence

### COMMENTS:



Attachment #1



BCGS MAPSHEET NO. 92F.039.1.3

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 813.35**

**A BYLAW TO AMEND THE FRENCH CREEK  
SEWERAGE FACILITIES LOCAL SERVICE AREA  
ESTABLISHMENT BYLAW NO. 813**

WHEREAS "French Creek Sewerage Facilities Local Service Establishment Bylaw No. 813, 1990"; as amended, establishes the French Creek Sewerage Facilities Local Service Area;

AND WHEREAS the Board has been petitioned to expand the local service area;

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

1. The boundaries of the French Creek Sewerage Facilities Local Service Area, established by Bylaw No. 813, as amended, are hereby further amended to include the property shown outlined on Schedule 'B-1' attached hereto and forming part of this bylaw.
2. The amended boundary of the French Creek Sewerage Facilities Local Service Area shall be as shown outlined on Schedule 'A' attached hereto and forming part of this bylaw.
3. Schedule 'A' of Bylaw No. 813.34 is hereby repealed.
4. This bylaw may be cited as "French Creek Sewerage Facilities Local Service Area Amendment Bylaw No. 813.35, 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.

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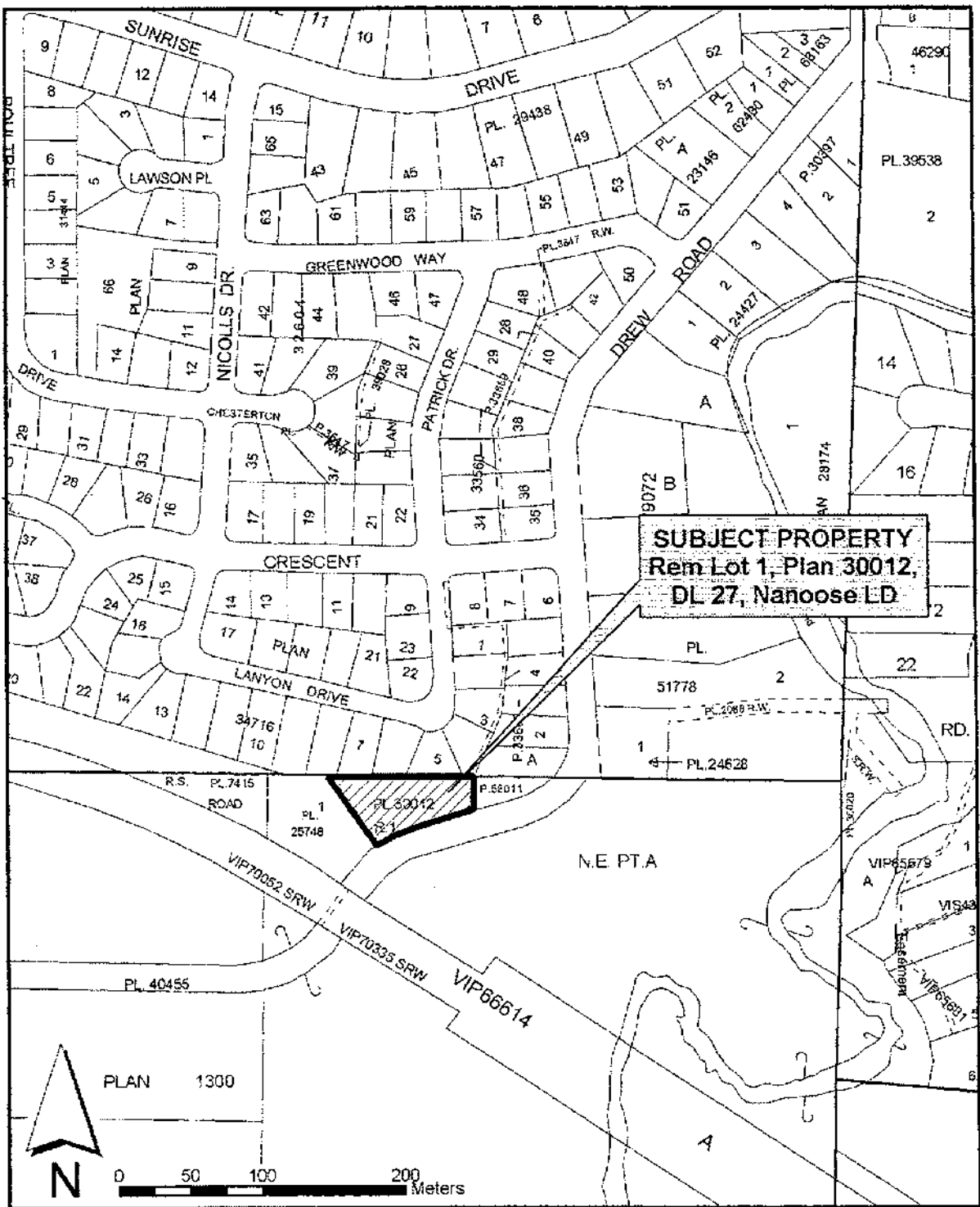
CHAIRPERSON

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DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 889.36**

**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 the Board wishes to amend Schedule 'C' to include the property legally described as Lot 1, District Lot 27, Plan 30012, Nanoose Land District;

AND WHEREAS the Board wishes to amend Schedule 'E' to exclude the property legally described as Lot 1, District Lot 27, Plan 30012, Nanoose Land District;

AND WHEREAS the Board has obtained the consent of at least two thirds of the participants;

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. 889.36, 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. 874.06**

**A BYLAW TO AMEND THE FRENCH CREEK  
WATER LOCAL SERVICE AREA  
ESTABLISHMENT BYLAW NO. 874**

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

AND WHEREAS the Board has been petitioned to expand the local service area;

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, established by Bylaw No. 874, as amended, are hereby further amended to include the property 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. 874.05 is hereby repealed.
4. This bylaw may be cited as "French Creek Water Local Service Area Amendment Bylaw No. 874.06, 2005".

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

Received the approval of the Inspector of Municipalities this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

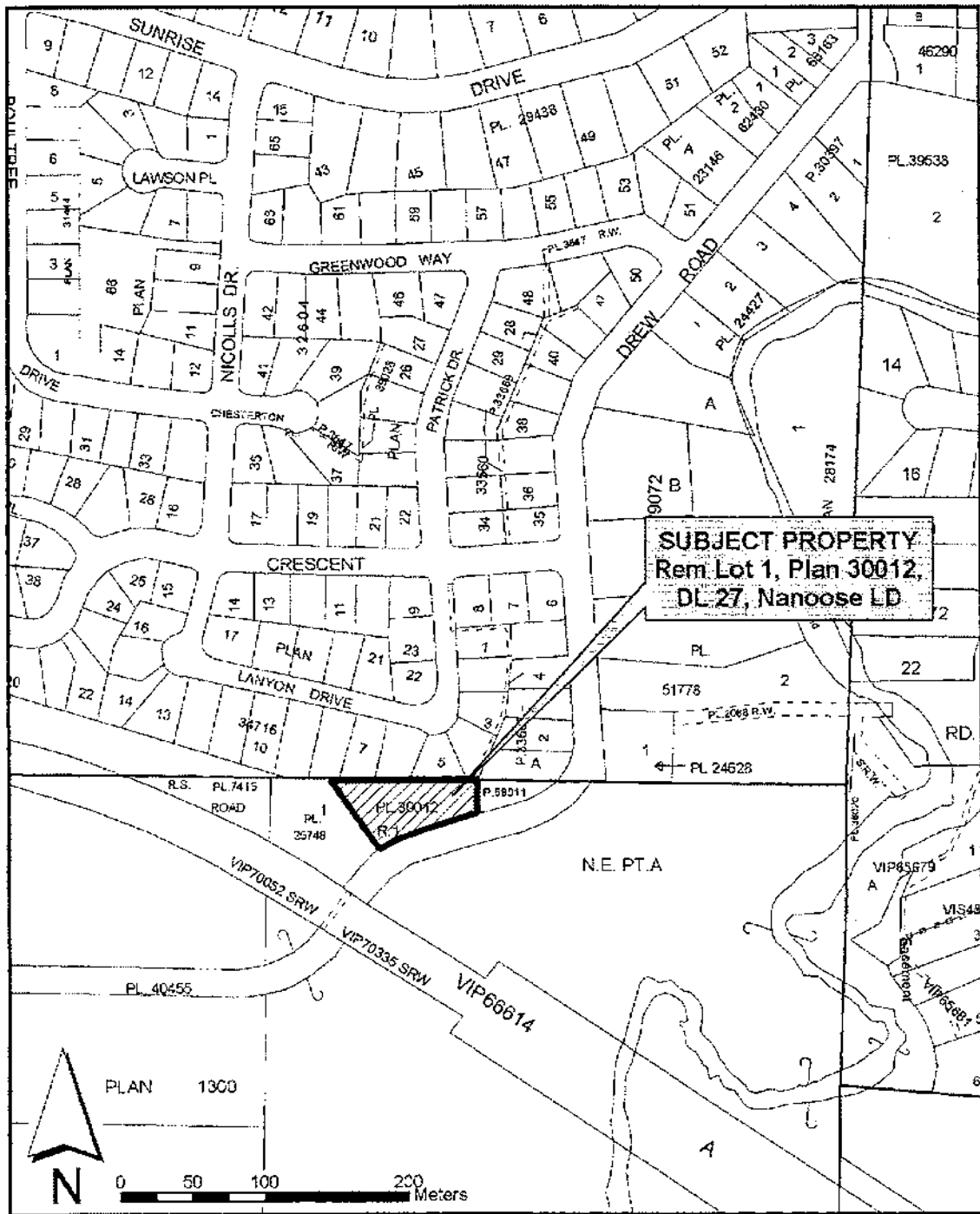
Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator



BCGS MAPSHEET NO. 92F.039.1.3

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1050.03**

**A BYLAW TO AMEND THE BOUNDARIES  
OF THE FRENCH CREEK BULK WATER  
SUPPLY LOCAL SERVICE 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 Supply Local Service Area Establishment Bylaw No. 1050, 1996";

AND WHEREAS the Board of the Regional District of Nanaimo has adopted the "Regional District of Nanaimo French Creek Official Community Plan Bylaw No. 1115, 1998" which establishes boundaries for the provision of community water;

AND WHEREAS it is intended that the boundaries for bulk water supply shall be coterminous with the boundaries and the policies described in the Official Community Plan as amended from time to time;

AND WHEREAS the Board has obtained the consent of the Electoral Area Director;

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 Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.03, 2005".
2. The boundaries of the "French Creek Bulk Water Supply Local Service Area" are hereby amended to add the property shown outlined on Schedule 'B' attached to this bylaw.
3. The amended boundaries of the "French Creek Bulk Water Local Service Area" are shown as outlined on Schedule 'A' attached to this bylaw.
4. Schedule 'A' attached to "French Creek Bulk Water Supply Local Service Area Establishment Bylaw No. 1050.02, 2002" is hereby repealed and replaced with 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 \_\_\_\_\_, 20\_\_\_\_.

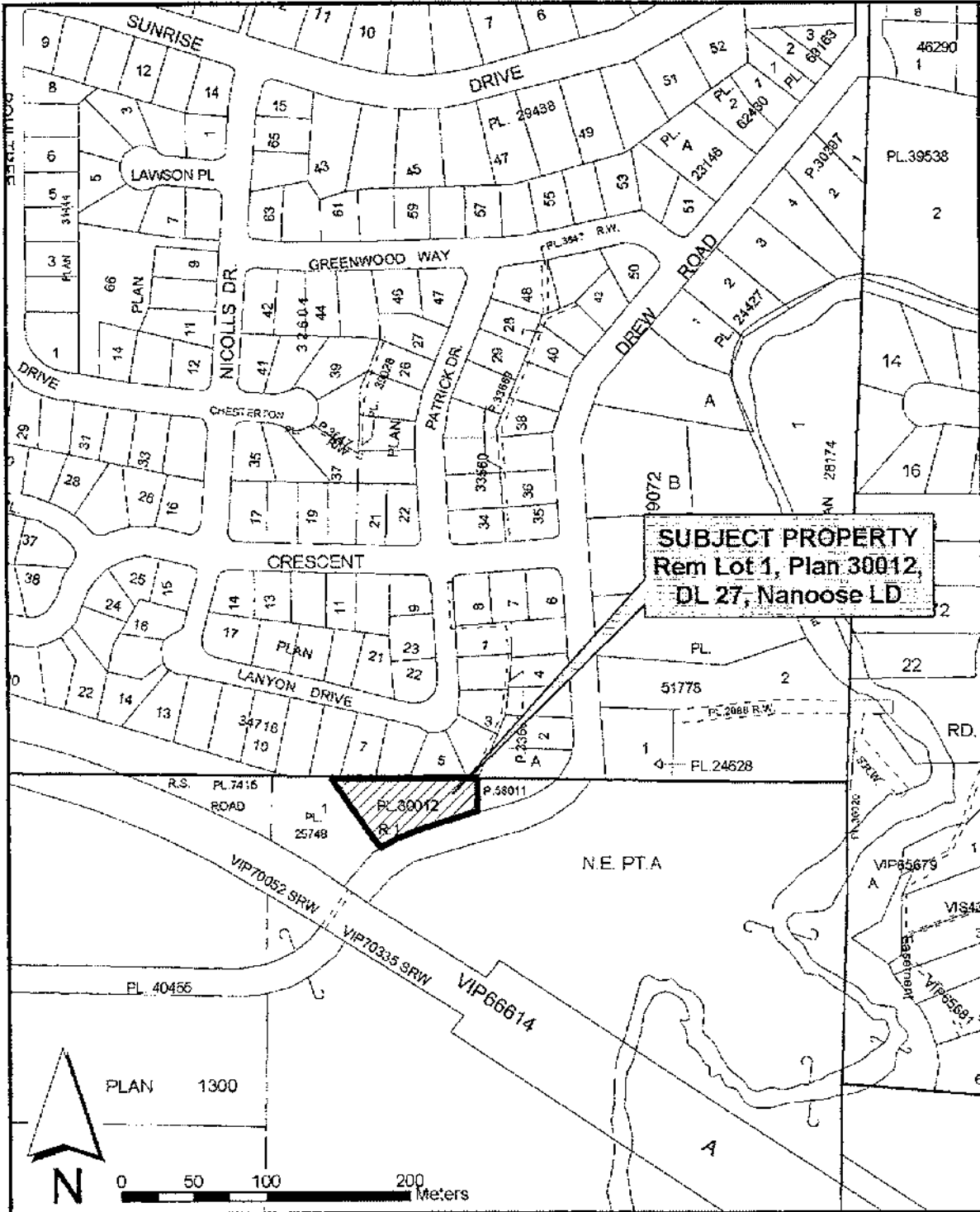
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator





REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 909.01

A BYLAW TO AMEND THE SANDPIPER  
STREETLIGHTING LOCAL SERVICE AREA  
ESTABLISHMENT BYLAW NO. 909

WHEREAS Regional District of Nanaimo Bylaw No. 909 established the Sandpiper Streetlighting Local Service;

AND WHEREAS the Board wishes to amend the Local Service Area boundaries in accordance with Section 802(1)(b) of the *Local Government Act*;

AND WHEREAS the consent of the Director of Electoral Area 'G' has been obtained;

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

1. The boundaries of the Sandpiper Streetlighting Local Service Area are hereby amended to include the property outlined on Schedule 'A' attached hereto and forming part of this bylaw.
2. The amended boundaries of the Sandpiper Streetlighting Local Service Area shall be as shown outlined on Schedule 'B' attached hereto and forming part of this bylaw.
3. This bylaw may be cited as "Sandpiper Streetlighting Local Service Area Boundary Amendment Bylaw No. 909.01, 2005".

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

Received the approval of the Inspector of Municipalities this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

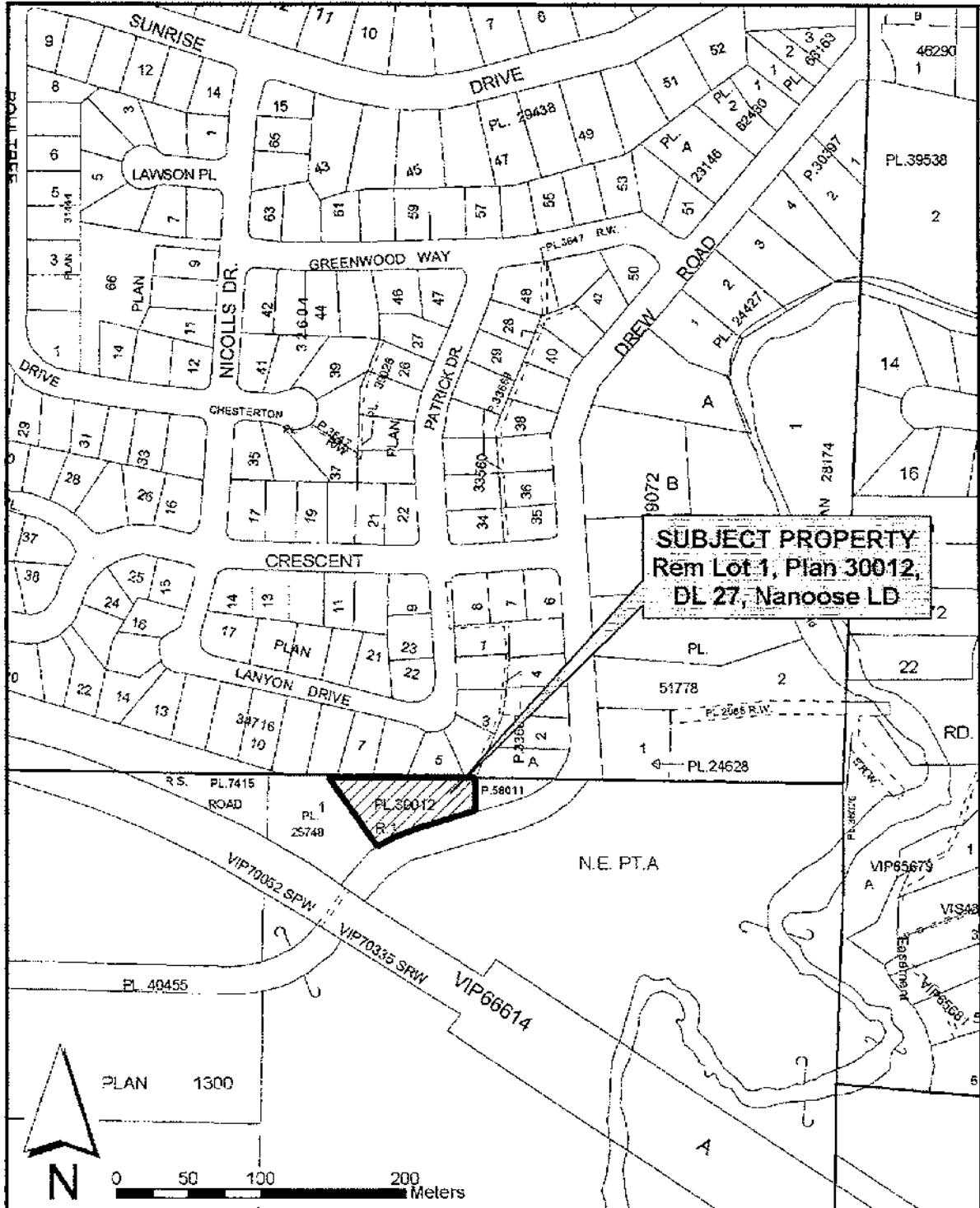
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Administrator





REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<input checked="" type="checkbox"/>	McF	
AUG 24 2005			
COW			

**MEMORANDUM**

**TO:** Board of Directors **DATE:** August 22, 2005

**FROM:** N. Avery  
Manager, Financial Services **FILE:**

**SUBJECT:** A Bylaw to Amend the Boundaries of the Northern Community Sewer Service to Identify Barclay Crescent Sewer as a Benefiting Area

**PURPOSE:**

To introduce for first three readings "Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.37, 2005".

**BACKGROUND:**

This is a housekeeping amendment which will identify properties within the newly established Barclay Crescent Sewer Service as a benefiting area to the Northern Community wastewater treatment facilities. Local sewer collector service areas within the Northern Community Sewer Service area must be identified as benefiting areas for the purposes of cost recoveries.

**ALTERNATIVES:**

1. Approve the amendment as proposed.
2. Do not amend the bylaw at this time.

**FINANCIAL IMPLICATIONS:**

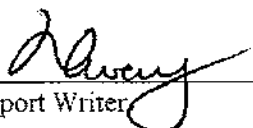
There are no new financial implications to report.

**SUMMARY/CONCLUSIONS:**

This bylaw amendment follows up on the recent establishment of the Barclay Crescent Sewer Service Area as a new collector service. Local sewer collector service areas within the Northern Community Sewer Service area must be identified as benefiting areas for the purposes of cost recoveries.

**RECOMMENDATION:**

That "Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.37, 2005" be introduced for first three readings and be forwarded to the Ministry of Community Services for approval.

  
 Report Writer

**COMMENTS:**

*Report - Northern Community Sewer and Barclay Cres benefiting area.doc*

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 889.37**

**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 the Board wishes to amend Schedule 'C' to include as an additional benefiting area those properties included within the Barclay Crescent Sewer Service Area as established by the Regional Board under "Regional District of Nanaimo Barclay Crescent Sewer Service Establishing Bylaw No. 1391, 2004";

AND WHEREAS the Board wishes to amend Schedule 'E' to exclude those properties now included within the benefiting area known as the Barclay Crescent Sewer Service Area ;

AND WHEREAS the Board has obtained the consent of at least two thirds of the participants;

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. 889.37, 2005".
2. Schedule 'C' attached to bylaw 889 is hereby amended by adding the properties outlined on Schedule 'F' attached to and forming part of this bylaw.
3. Schedule 'E' attached to bylaw 889 is hereby amended by excluding the properties outlined on Schedule 'F' attached to and forming part of this bylaw.
4. Schedules 'C' and 'E' attached to and forming a part of Bylaw No. 889 are hereby deleted and replaced with amended Schedules 'C' and 'E' attached to and forming part of this bylaw.

Introduced and read three times this 20th day of September, 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	
AUG 24 2005			
COW			
TO: Board of Directors		DATE: August 22, 2005	
FROM: N. Avery Manager, Financial Services		FILE:	
SUBJECT: <b>Bylaws to Amend the Boundaries of the French Creek Bulk Water and Sandpiper Streetlighting Service Areas to Exclude Properties Incorporated into the Town of Qualicum Beach</b>			

**MEMORANDUM**

**PURPOSE:**

To introduce for first three readings:  
  
French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.04, 2005  
Sandpiper Streetlighting Local Service Area Boundary Amendment Bylaw No. 909.02, 2005

**BACKGROUND:**

Staff have determined that there remain two further service areas whose boundaries should be amended as a result of the incorporation of properties into the Town of Qualicum Beach.

**ALTERNATIVES:**

The boundaries have been amended by supplementary letters patent and this is a housekeeping measure for the Regional District's bylaw record keeping.

**FINANCIAL IMPLICATIONS:**

There are no new financial implications to report.

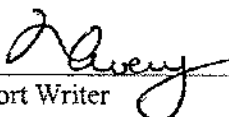
**SUMMARY/CONCLUSIONS:**

Two further service area boundary amendments are recommended following the incorporation of certain properties into the Town of Qualicum Beach. The boundaries have been amended by supplementary letters patent and these bylaw amendments will ensure that the Regional District's bylaws match the final boundaries after the incorporation process.

**RECOMMENDATION:**

1. That "French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.04, 2005" be introduced for first three readings and be forwarded to the Ministry of Community Services for approval.

2. That "Sandpiper Streetlighting Local Service Area Boundary Amendment Bylaw No. 909.02, 2005" be introduced for first three readings and be forwarded to the Ministry of Community Services for approval.

  
Report Writer

**COMMENTS:**

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1050.04**

**A BYLAW TO AMEND THE BOUNDARIES  
OF THE FRENCH CREEK BULK WATER  
SUPPLY LOCAL SERVICE 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 Supply Local Service Area Establishment Bylaw No. 1050, 1996";

AND WHEREAS certain properties formerly within the the Rural Streetlighting Local Service Area have been incorporated into the Town of Qualicum Beach and the Regional District of Nanaimo wishes to amend the boundaries for clarity;

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

1. The boundaries of the "French Creek Bulk Water Supply Local Service Area" are hereby amended to exclude the properties shown outlined on Schedule 'B' attached to this bylaw.
2. The amended boundaries of the "French Creek Bulk Water Local Service Area" are shown as outlined on Schedule 'A' attached to this bylaw.
3. Schedule 'A' attached to "French Creek Bulk Water Supply Local Service Area Establishment Bylaw No. 1050.03, 2005" is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
4. This bylaw may be cited as "French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.04, 2005".

Introduced and read three times this 20th day of September, 2005.

Received the approval of the Inspector of Municipalities this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
DEPUTY ADMINISTRATOR

Schedule 'B' to accompany "French Creek Bulk Water  
Supply Local Service Area Boundary Amendment  
Bylaw No. 1050.04, 2005"

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Chairperson

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Deputy Administrator



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 909.02**

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

WHEREAS Regional District of Nanaimo Bylaw No. 909 established the Sandpiper Streetlighting Local Service;

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

AND WHEREAS the Board wishes to amend Schcdulc '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. The boundaries of the Sandpiper Streetlighting Local Service Area are hereby amended to exclude the properties outlined on Schedule 'B' attached hereto and forming part of this bylaw.
2. The amended boundaries of the Sandpiper Streetlighting Local Service Area shall be as shown outlined on Schedule 'A' attached hereto and forming part of this bylaw.
4. This bylaw may be cited as "Sandpiper Streetlighting Local Service Area Boundary Amendment Bylaw No. 909.02, 2005".

Introduced and read three times this 20th day of September, 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 "Sandpiper Streetlighting Local  
Service Area Boundary Amendment Bylaw No. 909.02, 2005"

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Administrator

## REGIONAL DISTRICT OF NANAIMO

### MINUTES OF THE ELECTORAL AREA 'A' RECREATION SERVICES STUDY PROJECT ADVISORY COMMITTEE MEETING HELD ON THURSDAY, AUGUST 16, 2005, AT 7:00 PM AT THE CEDAR HERITAGE CENTRE

**Attendance:** H. Kreiberg                      S. Freisen-Ellis                      S. Gourlay  
**Staff:** T. Osborne  
**Regrets:** G. Baltzer                      M. Johnson  
**Guests:** M. Boulding, Cedar School and Community Enhancement Society  
F. Garnish, Comets Sports Recreation and Culture Society

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#### CALL TO ORDER

Director Kreiberg called the meeting to order at 7:07 pm.

#### ADOPTION OF MINUTES

MOVED, Ms. Freisen-Ellis, SECONDED, Ms. Gourlay, that the minutes of the Electoral Area 'A' Recreation Services Study Project, held on July 14, 2005 be adopted.

CARRIED

#### REFERENDUM PROCESS AND TIMELINES

Mr. Osborne gave the Committee an overview of the referendum process and timelines which are as follows:

- Bylaw Requirements (Requires Approval by CoW September 13 / Board on September 20).
- Referendum Question (Requires Approval by CoW September 13 / Board on September 20).
- Approval by Inspector of Municipalities of Bylaw and Referendum Question, Late September / Early October)
- Referendum, November 19, 2005
- Should referendum pass, final adoption of Bylaw would take place December 2005
- Agreement with a local society to provide service would take place in December
- Service implemented January 2006

T. Osborne spoke of his meeting on August 15<sup>th</sup> with members from the Cedar School and Community Enhancement Society on the ability for this society to provide the recreation service should the referendum pass. The society indicated though they would be willing to take the service on, their constitution and implications with funding from the Gaming Commission would not allow them to do so but that the Comets Sports Recreation and Culture Society may be willing to do so. They then contacted Frank Garish from the Comets Sports Recreation and Culture Society

Mr. Garnish then told the Committee that the Comets are able and willing to enter into an agreement with the RDN to provide such a service. Mr. Garnish will provide to the RDN a Letter of Understanding that

should the referendum pass, the Comets will then enter into an agreement with the RDN to provide the service.

Ms. Gourlay noted that the word "culture" should be added to the Bylaw and to the referendum question, as it is anticipated that it will not be just sports and recreation services provided by the new service area, but arts and other culture programming will also be offered.

### **FUNDING LEVELS FOR ELECTORAL AREA 'A' RECREATION SERVICES**

Mr. Osborne gave an overview of background information on the Gabriola Recreation Society Agreements along with their operating budgets. Upon reviewing this information, the Committee recommended that the requisition level be set at \$0.015 per \$1,000 assessment. This then would raise \$96,750. It was anticipated that the full requisition would not be required but would allow growth to the service in later years.

### **ROLE OF COMMITTEE AND STAFF LEADING UP TO REFERENDUM**

Mr. Osborne informed the Committee of the role of RDN staff during the referendum process and that of the Committee.

The RDN will provide information on the referendum in the Fall Regional Perspective that will be dedicated to the November 19<sup>th</sup> municipal elections and referendums.

RDN Staff will assist with providing information for open houses in the fall and will post information on the web. The RDN staff will not however lobby for or against the referendum, but will speak to the merits of the service and associated resource and financial implications.

The Committee will need to assist at open houses that will be scheduled late October in Cedar and the South Wellington area.

### **COMMITTEE RECOMMENDATIONS**

The Committee then reviewed the staff report provided to them by Mr. Osborne and passed the following recommendations:

MOVED, Ms. Freisen-Ellis, SECONDED, Ms. Gourlay that the "Electoral Area 'A' Recreation and Culture Service Establishing Bylaw No. 1467, 2005" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

MOVED, Ms. Gourlay, SECONDED, Ms. Freisen-Ellis that the Regional District proceed to referendum on November 19, 2005 to obtain the assent of the electors of Electoral Area 'A' to establish a local recreation and culture service and that the referendum question be as follows:

*Are you in favour of adoption of "Electoral Area 'A' Recreation and Culture Service Establishment Bylaw No. 1467, 2005" which would establish a service for the purpose of providing recreation and culture services and acquiring, constructing and operating recreation and culture facilities in Electoral Area 'A' with a property tax requisition calculated as the greater of \$96,750 or an amount equal to \$0.15 per \$1,000 times the net taxable values for land and improvements in Electoral Area 'A'.*

**ADJOURNMENT:**

The meeting was adjourned at 8:45 pm.

**NEXT MEETING:**

TBA – Committee members will be contacted regarding the next meeting date which will take place prior to the open houses in October.

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Chair

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE NANOOSE BAY PARKS AND OPEN SPACE ADVISORY COMMITTEE  
MEETING

PARKLAND DEDICATION REVIEW  
HELD ON THURSDAY, AUGUST 22, 2005, AT 7:00 PM  
AT THE NANOOSE BAY LIBRARY, NANOOSE BAY

**Attendance:** Frank Van Eynde (Chair)                      Gay Carlidge                      Paula Young  
Steve Watson

**Staff:** T. Osborne

**Regrets:** Elisabeth Bakker                                      George Holme

**Guests:** D. Scott, Fairwinds Development Corporation representative  
M. Jones, Timberstone Developments representative

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**CALL TO ORDER**

F. Van Eynde called the meeting to order at 7:02 pm.

**PARK LAND DEDICATION REVIEW AND COMMENTS**

F. Van Eynde informed the Committee that two site visits were conducted by the POSAC at the proposed park sites in Fairwinds on August 17, 2005 and off of Northwest Bay Road on August 22, 2005.

S. Watson requested that it would be appreciated for future site meetings to be held after 3:00 pm as he is unable to attend due to work commitments prior to this time.

**Fairwinds Park Dedications Proposal**

T. Osborne gave an overview of the proposal which included four park dedications. The south park dedication near the Fairwinds Recreation centre has a ridge with trail connection potential. The central park dedication is located on a bluff and contains Garry Oak. The north east dedication is located in a transition zone and contains a cliff of which the primary purpose of the park would be to be used as a buffer and a wildlife corridor. The northwest dedication is located on the second highest peak in Nanoose Bay known as David's Look Out.

T. Osborne indicated that all the dedications have their merits; however, he indicated to the Committee that the northeast dedication may be difficult to manage any illegal tree removal, pruning, and topping as well as encroachments; but, the dedication still has use as a wildlife corridor and provides connectivity to the other park dedications. David's Look Out is noted as a priority in the local parks plan as an area of interest and the Garry Oak Ecosystems is also noted as a priority item in the Park Plan.

**Committee Comments:**

The Chair requested comments from Committee members. There was consensus amongst the Committee that the proposal was good as substantial dedications were taking place. The Committee liked the connectivity between the park dedications as well as having a wildlife corridor.

The Committee was concerned about damage to vegetation in the David's Look Out dedication and the Garry Oak system by users as well as land owners. T. Osborne informed the Committee that signage and some trail delineation could be implemented to guide users down preferred paths as well as informing them of the sensitive ecosystem and the applicable park bylaw for damage or destruction of the vegetation. D. Scott informed the Committee that no fencing will be permitted by land owners and additional setbacks would be implemented in areas. Mr. Scott also informed the Committee that Fairwinds was looking at some revisions to road and lot layouts to limit the damage or removal of Garry Oak trees.

MOVED S. Watson, SECONDED G. Cartlidge, that the Park Land Dedication by Fairwinds Development Corporation described as Part of District Lot 78, Nanoose District, and located off of Fairwinds Drive, Electoral Area 'E' be supported in the amount and locations as proposed.

CARRIED

### **Timberstone Developments Dedication Proposal (Northwest Bay Road)**

T. Osborne gave an overview of the proposal and provided background on why a new proposal was submitted (due to changes in the subdivision as the subdivision was unable to connect to City of Parksville sewer as originally proposed). The park dedication is 1.2 ha in size and contains man made ponds, a marsh, and a buffer to Northwest Bay Road. The ponds are fed via underground springs and at the time of the staff site visits, were flowing, this during a summer dry spell.

#### **Committee Comments:**

The Chair requested comments from Committee members. There was consensus amongst the Committee was that the proposal was good; however, there were a few areas of concern that would need to be addressed including:

1. Ensuring the slope to the ponds and in the ponds be reduced to limit any potential slipping hazards into the water.
2. Having the pond area fenced. M. Jones indicated to the Committee that a split cedar fence is being proposed.
3. Ensuring the park is properly graded and grassed to ensure ease of maintenance.
4. Need for a detailed conceptual landscape and waterscape drawings.
5. Developer to commit to replacing any newly planted vegetation that may die within a year.
6. Develop the park as natural as possible. There is no need for totems or other structures to be constructed in the park.
7. Developer to commit to completing the park by an agreed upon stage with the Regional District, including any construction trails, bridges, laying of grass and improvements to the buffer area.
8. Developer to work with a professional in the development of the pond features. M. Jones replied that they were consulting with The Nature Trust and DFO on restoration and improvements to the area.

The Committee was generally concerned about public safety in regard to the man made ponds. Staff indicated that appropriate signage could be installed warning of the hazards and that the RDN already manages Community and Regional Parks along water courses, lakes, and the oceanfront.

The Committee also asked M. Jones if leakage from septic would be an issue as it appeared the water table tended to flow in the direction of the Park dedication. M. Jones indicated leakage would not be an issue. The Committee also asked M. Jones if use of wells would draw down on the water table thus affecting the ponds. M. Jones replied that no private wells would be allowed.

MOVED G. Cartlidge, SECONDED S. Watson, that the Park Land Dedication by Timberstone Developments described as Lot 1, DL 68 Nanoose District, Plan 3940 and District Lot 68 Nanoose District Except Amended Parcel A Thereof and Except Those Parts in Plan 3940, 26680, 27026, 27376, and 30341 located off of Northwest Bay Road, Electoral Area 'E' be supported in the amount and locations as proposed.

CARRIED

#### ADJOURNMENT

The meeting was adjourned at 7:45 pm

#### NEXT MEETING:

TBA – Committee members will be contacted regarding the next meeting date.

  
Frank Van Eynde, Chair



REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE AREA 'H' PARKS AND OPEN SPACE ADVISORY COMMITTEE  
REGULAR MEETING HELD ON WEDNESDAY, 6 JUNE 2005 AT 7:00 PM  
LIGHTHOUSE COMMUNITY CENTRE, QUALICUM BAY

**In Attendance**

Will Lemmon  
Brenda Wilson

Patty Biro  
Bill Waugh

Richard Wahlgren  
Director Dave Bartram

**Staff**

Joan Michel

**Absent**

Val Hykawy

**Observer**

Ron Yates

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J. Michel called the meeting of the Electoral Area 'H' Parks and Open Space Advisory Committee (POSAC) to order at 7:00 pm.

**ADOPTION OF AGENDA**

MOVED D. Bartram, SECONDED B. Wilson, that the Agenda be adopted as presented. CARRIED

**ELECTION OF CHAIRPERSON AND RECORDING SECRETARY**

J. Michel opened nominations for Chairperson and Recording Secretary.

R. Wahlgren nominated B. Waugh for Chairperson. No other nominations were put forward. MOVED R. Wahlgren, SECONDED D. Bartram, that B. Waugh be elected as Chairperson. CARRIED

B. Waugh nominated P. Biro for Recording Secretary. No other nominations were put forward. MOVED B. Waugh, SECONDED D. Bartram, that P. Biro be elected as Recording Secretary. CARRIED

B. Waugh assumed the chair, and P. Biro began recording.

**DELEGATIONS AND PRESENTATIONS**

None.

**APPROVAL OF MINUTES**

MOVED D. Bartram, SECONDED B. Wilson, that the Minutes of the 16 March 2005 Electoral Area 'H' POSAC regular meeting be approved as presented. CARRIED

**BUSINESS ARISING FROM MINUTES**

Dissemination of Park Use Regulation Bylaw 1399

J. Michel reviewed the Bylaw and confirmed that all members of the POSAC had received a copy. Another copy will be forwarded to B. Waugh and a copy mailed to W. Lemmon.

New Provincial Regulations around Riparian Development

J. Michel provided an update on the new Provincial regulations: they will come into effect early July 2005; setbacks for all watercourses will now be 30 metres, an increase from 15 m for many watercourses; local governments throughout the Province have concerns with the new regulations particularly in respect of implementation and a reliance on registered biologists to determine the acceptability of riparian

development; and RDN Development Services is undertaking a thorough review and analysis of the new regulations. More updates will be provided to the Committee as they become available.

Information Request re Corcan to Larkdowne Trail

J. Michel noted that a response to the request had been provided and copied to Committee members. The larger subject of Oakdowne Community Park and its two new adjuncts will now be dealt with under standing Reports (below).

**COMMUNICATIONS AND CORRESPONDENCE**

Request for Memorial Bench, Buccaneer Beach Access

J. Michel discussed the request from Ron and Liz Whittaker; see below under Business Arising from Communications and Correspondence for action.

Request for Access to Illusion Lake Community Park

A request from Ron Yates for better access to this park was tabled by J. Michel; see below under Business Arising from Communications and Correspondence for action.

Silver Spur Competitive Ride

J. Michel informed the Committee of a park use permit application received from the Silver Spur Riding Club for a competitive equestrian ride on June 19, 2005 that will involve Wildwood Community Park and the Region's Lighthouse Country Trail. A sample park use permit was distributed and the permitting process discussed.

**BUSINESS ARISING FROM COMMUNICATIONS AND CORRESPONDENCE**

Memorial Bench Guidelines for Area 'H'

The Committee discussed options for guidelines on memorial benches (and other amenities like picnic tables, garbage cans and kiosks) based on practices in other areas. J. Michel cautioned that the pace of such requests can mushroom once a program is initiated, and because emotions run high over 'memorial' structures it is helpful to have a clear policy in place.

MOVED by D. Bartram, SECONDED by R. Wahlgren, that staff present a policy on memorial structures, including time limits and costs, at the next POSAC. CARRIED

Trail Development at Illusion Lake Community Park

The Committee discussed trail development at the Park, which to this point has seen no development of any kind although the community has and is expressing great interest in using this lakefront park. Issues regarding the creation of a park access off the end of Shayla Road, including parking area and trail were reviewed. Of concern is that development at the end of Shayla Road will only enhance access to neighbouring District Lot 254, a longstanding unauthorized party spot (beach at Illusion Lake). To avoid this outcome and still provide access to Illusion Lake Community Park, it may be possible to negotiate trail access into the Community Park via neighbouring Spider Lake Provincial Park and, in the process, negate the need to develop a separate parking area for the Community Park. J. Michel to discuss the option with D. Forman of BC Parks, and to provide the Committee with a cost figure for trail development at the Community Park involving both options.

**REPORTS**

Oakdowne Community Park

D. Bartram spoke of the successful enlargement of the park following RDN and community action. J. Michel reviewed the status of Oakdowne Community Park and its new adjuncts: the license on the original 32-acre park has been renewed for 10 years, and applications are being processed for a trail

network license on a further 70 acres approximately kitty corner to the original park. All 102 acres of Oakdowne Community Park will be connected by trail. Trailheads, signage and initial trail development will occur in 2006.

#### Deep Bay Creek Trail Development

J. Michel reported that the developer M. Barbon has cleared the trail corridor and RDN Parks has confirmed that two small water crossings will be required. The developer has made application to the Province for Section 9 permits in respect of the water crossings.

#### Dunsmuir Community Park Upgrades

Further to requests from park users, RDN Parks has been upgrading structures and clearing vegetation.

#### Thompson Clarke – Ocean Trail Completion

Trail work is finished though signage remains to be installed. The Committee agreed that an official opening in the fall would be desirable, along with the formal engagement of Bowser Elementary as 'trail steward' responsible for regular litter pick-up and seasonal trail brushing to cut back salmonberries etc. Area residents are generally encouraged to take a hand in such regular maintenance of community parks and trails, though they should contact RDN Parks before embarking on any vegetation removal. P. Biro noted that the trail could use brushing back now.

#### Director's Update

D. Bartram will chair a public hearing June 7<sup>th</sup> on the rezoning of Home Lake Regional Park (to permit campground expansion and property improvements), Home Lake (to permit docks) and the DFO Big Qualicum River corridor (to be zoned park). Also, the Hurricanes Wakeboarding Club, associated with a number of Home Lake Strata members, is applying for a park use permit to hold their annual competition at Home Lake Regional Park July 23-24.

### **NEW BUSINESS**

#### Trail Right of Way through Magnolia Court Property

In 2003, F. Ryvers, owner of Magnolia Court and lands behind, applied to the Ministry of Transportation for closure of the 1977 gazetted road crossing his lands parallel to Hwy 19A. Upon referral, RDN Parks successfully attained the Ministry's agreement to the institution of a public trail corridor through the Magnolia Court property as a condition of road closure. Conclusion of a statutory right of way for a four metre wide trail corridor is in process. The corridor is part of the regional trail corridor extending up-island from Qualicum Beach and including the Lighthouse Country Trail.

#### Beach Access Inventory

J. Michel reviewed work underway in other electoral areas on beach or water access development and encouraged the Committee to get similarly involved. These Ministry of Transportation road allowances are typically undeveloped and offer excellent 'park' space as well as access to water. The beach accesses off the Georgia Strait are numbered and marked on the Area 'H' parks and trails map. A number of these accesses have already been developed by RDN Parks under permit from the Ministry, e.g., Sunnybeach. The Committee discussed the need for a full inventory of beach accesses and preliminary assessment of condition including photographs. B. Wilson agreed to initiate the work during the summer 2006.

### **COMMITTEE ROUND TABLE**

W. Lemmon reported on the Mount Arrowsmith Park Initiative that the Alpine Club of Canada and the Federation of Mountain Clubs of BC are spearheading. These groups have requested that the RDN partner with them in approaching the Province to secure the Arrowsmith Massif (the higher pointy bits

with snow, lakes and clouds) for Regional Park. Committee members were encouraged to show their support.

**NEXT MEETING**

The next meeting will be held Wednesday, 21 September 2005 at the Lighthouse Community Centre.

**ADJOURNMENT**

MOVED D. Bartram, SECONDED P. Biro, that the meeting be adjourned.

CARRIED

**TIME** 9:05 PM

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Bill Waugh  
Chairman