

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, NOVEMBER 8, 2005
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

Jean Crowder, MP Nanaimo-Cowichan, re Federal Update.

MINUTES

5-10 Minutes of the regular Committee of the Whole meeting held Tuesday, October 11, 2005.

BUSINESS ARISING FROM THE MINUTES

UNFINISHED BUSINESS

COMMUNITY SERVICES

EMERGENCY PLANNING

11-12 Pandemic Influenza Planning – VIHA and Local Governments.

CORPORATE & COMMUNITY DEVELOPMENT

BUILDING INSPECTION

13-14 Section 57 of the Community Charter – Contravention of Bylaws.

FINANCE

15-30 Operating Results to September 30, 2005.

31-32 Authority to Fund Community Radio Station.

33-34 Vancouver Island Biosphere Request for Study Funding.

35-37 Amendment to Bylaw No. 951 – A Bylaw to Provide for the Payment of Development Cost Charges by Installments.

FIRE PROTECTION

- 38-39 Request to Use Reserve Funds for Early Payout of Firefighting Vehicle Lease – Errington Fire Department.
- 40-44 Extension Fire Protection Service Boundary Amendment Bylaw No. 1439.01 and Nanaimo Fire Protection Service Boundary Amendment Bylaw No. 1440.01.
- 45-64 Lease Agreement for Ambulance Station Located at the Bow Horn Bay Firehall Site.

HOSPITAL

- 65-67 Regional Hospital District 2006 Provisional Budget.

PLANNING

- 68-108 District of Lantzville Development Services Contract Agreements.

ENVIRONMENTAL SERVICES

LIQUID WASTE

- 109-111 French Creek Pollution Control Centre Biosolids Program - Contract.
- 112-113 Liquid Waste Department Wet Weather Flow – Inflow and Infiltration Program.

SOLID WASTE

- 114-116 Open Burning Smoke Control Regulation – Request for Category Change – Electoral Areas A, B, E and G.
- 117-119 Joint CVRD/RDN Solid Waste Disposal Request for Proposals.

UTILITIES

- 120-123 French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.05.
- 124-129 Inclusion of Two Properties into the Pacific Shores Sewer Local Service Area – Pacific Shores Sewer Local Service Area Amendment Bylaw No. 1021.06 and Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.39.

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

- 130-133 Minutes from the meeting of the District 69 Recreation Commission held October 20, 2005. (for information)

That the Youth and Community Grants be endorsed as follows with the exception of the Errington War Memorial Hall Association request in the amount of \$5,000:

Community Group

<i>Arrowsmith Community Enhancement Society</i>	<i>\$1,005</i>
<i>Arrowview Elementary PAC</i>	<i>\$2,000</i>
<i>Bard to Broadway- adult program</i>	<i>\$1,215</i>
<i>Coombs Halloween Candy Walk</i>	<i>\$2,500</i>
<i>Echo Players Theatre Group</i>	<i>\$1,100</i>
<i>Errington War Memorial Hall Association</i>	<i>\$5,000</i>
<i>Oceanside Ebbitide Slo-Pitch</i>	<i>\$1,800</i>
<i>Oceanside Floor Curlers</i>	<i>\$500</i>
<i>Oceanside Lyric Ensemble</i>	<i>\$1,100</i>
<i>Parksville and District Association for Community Living</i>	<i>\$2,500</i>
<i>Parksville Seniors Activity & Drop-in Centre</i>	<i>\$200</i>

Youth Group

<i>Bard to Broadway- youth program</i>	<i>\$1,250</i>
<i>District 69 Family Resource Association</i>	<i>\$1,678</i>
<i>Oceanside Track and Field Club</i>	<i>\$2,500</i>
<i>Qualicum Beach Volunteer Fire Department</i>	<i>\$2,500</i>

That staff review the grant request from the Errington War Memorial Hall Association to determine the funds required to complete repairs to the hall roof.

Regional Growth Monitoring Advisory Committee/State of Sustainability Project.

- 134-137 Minutes from the meeting of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project held October 13, 2005. (for information)

Regional Parks and Trails Advisory Committee.

- 138-140 Minutes from the meeting of the Regional Parks and Trails Advisory Committee Inaugural held October 25, 2005. (for information)

Area 'B' Parks and Open Space Advisory Committee.

- 141-143 Minutes from the meeting of the Area 'B' Parks and Open Space Advisory Committee held September 12, 2005. (for information)

Transit Business Plan Update Select Committee.

- 144-149 Minutes from the meeting of the Transit Business Plan Update Select Committee held October 27, 2005. (for information)

That the conventional transit fares remain unchanged and that the HandyDART fares be increased from \$11.25 to \$13.75 for a book of five tickets and that the monthly pass be eliminated as outlined in the staff report.

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

ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, OCTOBER 11, 2005, AT 6:30 PM
IN THE RDN BOARD CHAMBERS**

Present:

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

Also in Attendance:

B. Lapham	Deputy Administrator
J. Finnie	General Manager of Environmental Services
N. Connelly	General Manager of Community Services
N. Avery	Manager of Financial Services
M. Pearse	Manager of Administrative Services
L. Burgoyne	Recording Secretary

CALL TO ORDER

DELEGATIONS

Ron Tanasichuk and Gail Adrienne, Nanaimo Area Land Trust.

Mr. Tanasichuk provided information regarding the Nanaimo Area Land Trust and the services they provide. He requested the Regional District provide \$30,000 for operating funds for the Nanaimo Area Land Trust for 2006.

MINUTES

MOVED Director Krall, SECONDED Director Bartram, that the minutes of the Committee of the Whole meeting held September 13, 2005 be adopted.

CARRIED

COMMUNITY SERVICES

Green Building Project – Local Government Building Programs.

MOVED Director McNabb, SECONDED Director Holdom, that the report on local government green building programs undertaken as a part of the Green Buildings Project be received.

CARRIED

RECREATION AND PARKS

Electoral Area C/D Parks & Open Space Advisory Committee.

MOVED Director Hamilton, SECONDED Director Haime, that the Terms of Reference for the Electoral Area 'C' Parks and Open Space Advisory Committee be deferred.

CARRIED

REGIONAL GROWTH MANAGEMENT

State of Sustainability Project – Groundwater Indicator Research Report.

MOVED Director Holdom, SECONDED Director Bartram, that the report "State of Sustainability Project – Groundwater Indicators Research Work" be received.

CARRIED

MOVED Director Holdom, SECONDED Director Bartram, that the allocation of an additional \$26,000 to Regional Growth Management Services to complete the work in the report regarding the five indicators of the state of groundwater resources in the region be considered as part of the 2006 budget process.

MOVED Director Holdom, SECONDED Director Haime, that the motion be amended by adding: and that the option of allocating New Deal funding for the project be considered.

CARRIED

The question was called on the main motion, as amended.

The motion CARRIED.

TRANSPORTATION SERVICES

Electoral Area 'A' HandyDART Service Expansion.

MOVED Director Krall, SECONDED Director Kriebberg,;

1. That the report on the expansion of HandyDART service to the area outside of the current service area boundary in Electoral Area 'A' be received.
2. That Southern Community Transit Service Area Amendment Bylaw No. 1230.03, 2005 be introduced, read three times and be forwarded to the Inspector of Municipalities for approval.

CARRIED

CORPORATE & COMMUNITY DEVELOPMENT

BUILDING INSPECTION

Section 57 of the Community Charter – Contravention of Bylaws.

The Chairperson advised that the following filing has currently been deferred for one month:

Lot 2, District Lot 78, Nanoose District, Plan 15562 – 2768 Teds Road, Area 'E', owned by Young Soon Reimer.

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 5, District Lot 186, Nanoose District, Plan 48557 – 8566 Rumming Road, Area 'E', owned by Heber Graham Smith.
- (b) Lot 58, District Lot 29, Plan 45632, Nanoose District – 809 Arrowsmith Way, Area 'G', owned by Mary Jean Wright.

CARRIED

ENVIRONMENTAL SERVICES

UTILITIES

Requests for Property Inclusions - Fairwinds Sewer Local Service Area Bylaw 947.02; Nanoose Bay Peninsula Water Service Area Amalgamation Amendment Bylaw No. 867.02; Nanoose Bay Bulk Water Local Service Area Bylaw No. 1049.04 – Area E.

MOVED Director Holme, SECONDED Director Sherry,

1. That "Nanoose Bay Peninsula Water Service Area Amalgamation Amendment Bylaw No. 867.02, 2005" (re Lot A, DL 6, Nanoose Land District VIP58653 and Lot B, DL 84, Nanoose Land District, VIP 53591) be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
2. That "Fairwinds Sewer Local Service Area Bylaw 947.02, 2005" (re Lot A, DL 6, Nanoose Land District, VIP 58653) be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
3. That "Nanoose Bay Bulk Water Local Service Area Bylaw No. 1049.04" (re Lot B, DL 84, Nanoose Land District, VIP 53591) be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Barclay Crescent Sewer Rates and Regulation Bylaw No. 1472 – Area G.

MOVED Director Krall, SECONDED Director Sherry,

1. That "Barclay Crescent Sewer Rates and Regulation Bylaw No. 1472" be introduced for first three readings.
2. That "Barclay Crescent Sewer Rates and Regulation Bylaw No. 1472, 2005" having received three readings be adopted.

CARRIED

Fairwinds Water Local Service Area Reserve Fund Expenditure Bylaw No. 1473 – Area E.

MOVED Director Holme, SECONDED Director Sherry,

1. That "Fairwinds Water Local Service Area Reserve Fund Expenditure Bylaw No. 1473, 2005" be introduced for first three readings.
2. That "Fairwinds Water Local Service Area Reserve Fund Expenditure Bylaw No. 1473, 2005" having received three readings be adopted.

CARRIED

Morningstar Creek Water Local Service Area Amendment Bylaw No. 1125.02 – Area G.

MOVED Director Sherry, SECONDED Director Biggemann, that "Morningstar Creek Water Local Service Area Amendment Bylaw No. 1125.02, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

French Creek Sewer Local Service Area Bylaw No. 813.36 and Northern Community Sewer Local Service Area Bylaw No. 889.38 – 816 Reid Road – Area G.

MOVED Director Sherry, SECONDED Director Kreiberg,

1. That "Regional District of Nanaimo French Creek Sewer Local Service Area Bylaw No. 813.36, 2005" be introduced, read three times, and forwarded to the Inspector of Municipalities for approval.
2. That "Northern Community Sewer Local Service Area Bylaw No. 889.38, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
3. That a suitable covenant be placed on the property restricting subdivision until the construction of a new gravity sewer on Reid Road as well as insuring the property owners participate in the costs of the new sewer development.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

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

MOVED Director Kreiberg, SECONDED Director McNabb, that the minutes from the meeting of the Electoral Area 'A' Parks and Green Spaces Advisory Committee held July 21, 2005 be received for information.

CARRIED

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

MOVED Director Lund, SECONDED Director Haime, that the minutes from the meeting of the Electoral Area 'B' Parks and Open Space Advisory Committee held June 21, 2005 be received for information.

CARRIED

Nanoose Bay Parks and Open Space Advisory Committee.

MOVED Director Holme, SECONDED Director Hamilton, that the minutes from the meetings of the Nanoose Bay Parks and Open Space Advisory Committee held July 4, August 22 and September 12, 2005 be received for information.

CARRIED

District 69 Recreation Commission.

MOVED Director Bartram, SECONDED Director Biggemann, that the minutes from the meeting of the District 69 Recreation Commission held September 22, 2005 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Biggemann, that the Terms of Reference to undertake a Recreation Services Master Plan for the Oceanside Area (District 69) be approved and a Request for Proposals be issued for project consultant services.

CARRIED

Transit Business Plan Update Select Committee.

MOVED Director Krall, SECONDED Director Westbrook, that the minutes from the meeting of the Transit Business Plan Update Select Committee held September 22, 2005 be received for information.

CARRIED

MOVED Director Krall, SECONDED Director Westbrook, that the report on the expansion of HandyDART service to the area outside of the current service area boundary in Electoral Area 'A' be received.

CARRIED

MOVED Director Krall, SECONDED Director Westbrook, that the Terms of Reference for the Qualicum Beach Transit Review be approved.

CARRIED

MOVED Director Krall, SECONDED Director Holme, that the Regional District advise and reconfirm with BC Transit its strong interest in the use of hybrid buses with the RDN transit system in the near future as part of BC Transit's planning for the use of New Deal funding for the fleet and their review of alternative vehicle and fuel technology.

CARRIED

Regional Growth Monitoring Advisory Committee/State of Sustainability Project.

MOVED Director Holdom, SECONDED Director Bartram, that the minutes from the meeting of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project held September 8, 2005 be received for information.

CARRIED

Arrowsmith Water Service.

MOVED Director Holme, SECONDED Director McNabb, that the minutes from the meeting of the Arrowsmith Water Service Management Committee held July 13, 2005 be received for information.

CARRIED

Grants-in-Aid Committee.

MOVED Director Hamilton, SECONDED Director Kreiberg, that the minutes from the meeting of the Grants-in-Aid Committee held October 5, 2005 be received for information.

CARRIED

MOVED Director Hamilton, SECONDED Director Kreiberg, that the following grants be awarded:

School District 68:

Cedar School & Community Enhancement Society	\$	800
People for a Healthy Community on Gabriola Society	\$	500
Poetry Festival Gabriola	\$	500
Nanaimo Parent Participation Preschool	\$	1,359

District 69 Policing:

Oceanside Community Policing Offices	\$	1,000
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School District 69:

Arrowsmith Search & Rescue Society	\$	900
District 69 Family Resource Association	\$	685
District 69 Society of Allied Support Groups	\$	700
Forward House Community Society	\$	1,000
Parksville Seniors Activity & Drop-in Centre	\$	300

CARRIED

BOARD INFORMATION

MOVED Director Bartram, SECONDED Director Westbrook, that staff review and report back to this Committee with regard to correspondence received from Ida Chong, Minister of Community Services and Minister Responsible for Seniors' and Women's Issues, concerning the electronic meetings regulation.

CARRIED

PRESENTATION

2006 Detailed Budget Review.

Presentations on the 2006 Budget were made by the Manager of Finance, the Deputy Administrator, the General Manager of Community Services and the General Manager of Environmental Services.

MOVED Director Krall, SECONDED Director Kreiberg, that the 2006 Regional Parks tax requisition and budget be amended to provide \$30,000 as an operating grant for the Nanaimo Area Land Trust.

CARRIED

MOVED Director Bartram, SECONDED Director Holdom, that the Regional Growth Management tax requisition be amended to add \$6,000 as additional funds to undertake the groundwater indicator collection work for 2006.

CARRIED

IN CAMERA

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

CARRIED

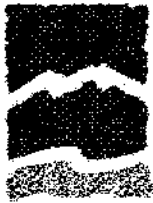
ADJOURNMENT

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

CARRIED

TIME: 9:25 PM

CHAIRPERSON



**REGIONAL
DISTRICT
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	✓	McF	
OCT 27 2005			
COW			

MEMORANDUM

TO: Neil Connelly
General Manager Community Services

DATE: October 27, 2005

FROM: Jani M. Thomas
Protective Services Coordinator

FILE: 7130-03-02

SUBJECT: Pandemic Influenza Planning – VIHA and Local Governments

PURPOSE

To provide information regarding the *Pandemic Influenza Plan* released by the Vancouver Island Health Authority (VIHA) October 12, 2005 and to clarify the roles of the Regional District, VIHA, and other provincial and federal agencies regarding a pandemic influenza event.

BACKGROUND

At a recent Board meeting, staff was requested to provide information regarding the VIHA *Pandemic Influenza Plan*. While an influenza pandemic is unpredictable, it is still a credible threat, according to the World Health Organization. The impact of a pandemic event will be far reaching; however, epidemiologists and researchers keep international disease surveillance records. This surveillance would provide a period of time before a known pandemic were to reach Vancouver Island. The RDN would have a measure of time to pre-plan, response, and recovery with VIHA and to coordinate efforts with our Emergency Management Agreement partners, as this level of event would be regional in nature.

The VIHA *Pandemic Influenza Plan* is very specific to health professionals, and their role in mitigation, response and recovery. VIHA delineates Local Government Pandemic Response Priorities: continuity of essential services; maintain the integrity of water treatment-delivery, waste management, utilities; provide information and advice to the public via regular announcements; and the potential closure of public buildings where it is deemed by the Medical Health Officer to be in the best interests of public safety and to minimize the spread of infection.

The RDN would be expected to work with VIHA to establish alternative care facilities and triage centres in non-traditional settings. Nanaimo is now a major western site for the National Emergency Stockpile, which includes equipment for triage, mass immunization capability, has 200 bed capacity, 2 full field operating rooms and an X-Ray machine, etc. The Medical Health Officer will attempt to provide staff to the local government Emergency Coordination Center (ECC) wherever possible.

Other VIHA Pandemic Influenza documents:

VIHA has been involved in Pandemic Influenza Planning since approximately 1999, and in 2001 developed the *Pandemic Influenza Plan for First Nations*. Since the VIHA identified this potential

emergency at that time, the Regional District of Nanaimo, in 2001, included a Contingency Plan for pandemic events within the overall Emergency Plan. VIHA also produced Annex F *Municipal/Local Government Planning Considerations 2005*, wherein local governments are expected to "work in conjunction with the Health Authorities to maintain the continuity of essential services and support to residents. Local government all hazard emergency response plans will provide general guidance". The RDN Emergency Plan addresses these directives.

In September 2005, VIHA produced *Managing Pandemic Influenza, a Guide for BC Local Government*. This guide encourages taking steps to protect employees via immunization for local authority business continuity; to assist health authorities in protecting community health when needed; and to coordinate public information alerting and messaging. Collaboration with stakeholders that include local government; local businesses; utilities; coroners, etc., is also emphasized as good pre-planning for local government. The RDN currently meets regularly with related stakeholder groups.

The RDN participated in the VIHA May 2005 Pandemic Influenza Working Group, in which much of the newly released plan was discussed. The October *Pandemic Influenza Plan* incorporates some of this input, and has since become more consistent with provincial emergency management methodology. This allows for greater interoperability during an emergency event.

ALTERNATIVES

1. That the report on the VIHA *Pandemic Influenza Plan* be received for information.
2. That the report on the VIHA *Pandemic Influenza Plan* be received for information and staff be directed to take further action.

FINANCIAL IMPLICATIONS

There are no perceived financial implications to the RDN at this time.

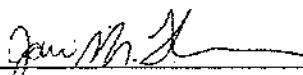
SUMMARY/CONCLUSIONS

In a Pandemic Influenza event, the Medical Health Officer and VIHA would provide specialized and technical information to the RDN in order for the RDN ECC to best respond, just as other government agencies would do for different hazards such as floods, earthquakes, fires, hazardous materials spills, etc.

When VIHA tests their new *Pandemic Influenza Plan* via table top drill and an exercise, the RDN will participate to ensure that various levels of government can maximize their ability to work together during a pandemic event.

RECOMMENDATION

That the report on the VIHA *Pandemic Influenza Plan* be received for information.



Report Writer



General Manager Concurrence



OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>12</i>	MoF	
OCT 28 2005			
<i>cow</i>			

MEMORANDUM

TO: Stan Schopp
 Manager, Building Inspection Services

DATE: October 28, 2005

FROM: Allan Dick
 Senior Building Inspector

FILE: 3810-20

SUBJECT: Section 57 of the Community Charter - Contravention of Bylaw Meeting Date – November 8, 2005

PURPOSE

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

BACKGROUND

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

SUMMARY OF INDIVIDUAL INFRACTIONS

Electoral Area E

- Owners Name: Donald and Kathy Barber
 Legal Description: Lot 3, District Lot 78, Nanoose District, Plan 28203
 Street Address: 1794 Oakleaf Road

Summary of Infraction:
 September 29, 2005 – stop work notice posted
 October 1, 2005 – letter sent; stop work; permit required for stairs to beach
 October 28, 2005 – owner contacted by Acting Manager; S57 procedure explained
- Owners Name: Young Soon Reimer
 Legal Description: Lot 2, District Lot 78, Nanoose District Plan 15562
 Street Address: 2768 Teds Road

Summary of Infraction:
 June 5, 1999 – permit issued for addition to SFD and detached garage
 January 5, 1993 – S750.1 filed for occupying without an occupancy permit
 August 18, 2005 – owner calls for final inspection; property for sale. Inspection fails; illegally constructed carport, basement suite, home based business and retaining walls within setback of bank.
 September 15, 2005 – Supervisor attends fit with owner to review situation and explains RDN’s position.
 September 28, 2005 – owner contacted and told to see planning department and provide plans. Illegal construction to be removed.

2768 Teds Road continued

September 29, 2005 – owner informed of filing process (illegal structures and land use)

October 11, 2005 – S57 filing deferred

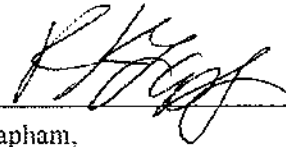
October 28, 2005 – defer S57 filing for another 30 days

RECOMMENDATION

That a notice be filed against the titles of the properties listed, pursuant to Section 57 of the *Community Charter* and that if the infractions are not rectified within ninety (90) days, legal action will be pursued.



Allan Dick, Acting Manager
Report Writer



Robert Lapham,
Deputy Administrator

COMMENTS:



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

MEMORANDUM

TO: N. Avery
Manager, Financial Services

DATE: October 26, 2005

FROM: W. Thexton
Senior Accountant

FILE:

SUBJECT: Operating Results to September 30, 2005

PURPOSE

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

BACKGROUND

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

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

The statements include mostly cash transactions to September 30th. Prior year surpluses (deficits) are recorded in full at the beginning of the year while property taxes and debt payments are accrued monthly. Assuming an even distribution of revenues and expenses throughout the year, the proportion of revenues and expenditures to date (the "benchmark") would be approximately 75% of the budgeted amounts for the year.

Overall expenditures are generally near the benchmark at this time of the year. This is the case in the schedules attached to this report with the exception of capital expenditures. While there are a number of projects underway there are expected to be some which will carry over to the following year.

Overall Summary by Division (Appendix 1)

This summary provides an overview of the year to date results, at an organizational level. Property tax funds were physically deposited in August; however, the accounting treatment described shows the expected 75% benchmark. 'Grants/Operating/Other' revenues are at 81% overall, due in part to the fact that annual user fee billings for Sewer and Garbage/Recycling Collection services and both semi-annual billings for Water services have now been recorded.

Total Expenditures are at 65%. The largest significant contributor to this 'lower than benchmark' result is the Capital Expenditure category (21%). Wage & Benefit costs are slightly below benchmark at 73% of budget overall. Individual line item expenditure variances will be discussed later in the Departmental Details by Division section of this report.

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

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

Departmental Details by Division

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

Community Services Division (Appendices 3 and 3A)

Operating revenues results for the division are well above benchmark (81%). The following are highlighted as contributing to the better than benchmark performance:

- ♦ Regional Parks (93%) - cash for Top Bridge project received early
- ♦ D69 Recreation Coordinating (100%) - summer programs complete, generally better program revenues
- ♦ Ravensong Aquatic Center (86%) - generally better revenues
- ♦ Transportation Services (80%) - student semester pass sales result in one time revenue increase
- ♦ Emergency Planning - unplanned grant funding for West Nile virus and Tsunami preparation activities

On the expenditure side, the Community Services division was slightly below benchmark (71%), with capital expenditures (overall at 24%) being the most significant contributor to this result.

Of note in the accounts for Oceanside Place is the presentation of funding for the multiplex and the recording of actual amounts. The budget reflects an estimated "principal" payment of \$424,175 - to date in 2005 \$318,285 has been transferred to the capital account to repay prior years' expenditures. A total of approximately \$896,000 over 2004/2005 has been applied to the original project accounts from taxes raised in advance of borrowing.

'Grants/Operating/Other' revenues for the Southern Community and Northern Community Transit services are at 80% (Appendix 3A), slightly above the 75% benchmark. Overall expenditures (72%) are slightly below the benchmark. 'Building Op & Maintenance' expenditures do not yet reflect the payment of \$116,000 budgeted for the downtown transit exchange relocation.

Corporate Services (Appendix 4)

'Grants/Operating/Other' revenues in Corporate Services (excluding Municipal Debt Transfers) are above the budget benchmark at 86%. The Municipal Debt Transfer account is a clearing account for billing municipal members for debt payments from the Municipal Finance Authority. Staff noted in the financial report for June 30th that revenues for Fire Departments (1063%) far exceed the benchmark due to a transfer of reserve funds from the previous Bow Horn Bay Fire Improvement District. 'Grants/Operating/Other' revenues for Administration are at the 75% benchmark.

Overall expenditures for this division are at 77% of budget or 71% including Municipal Debt Transfers. Transfers to Reserve Funds (145%) are above the benchmark due to the unbudgeted receipt and transfer

of funds from Bow Horn Bay Fire Improvement District mentioned earlier. Wages (69%) are below benchmark due in part to the vacancy in the CAO position effective August 12th.

Development Services (Appendix 5)

Planning Services 'Grants/Operating/Other' revenues (88%) are above benchmark due in part to a continuing high level of zoning and subdivision application activity. Building Inspection services operating revenues (87%) are above benchmark with building permit fee revenues (85%) of \$720,488. Building permit revenues are actually about 30% below this same time period in 2004, reflecting the anticipated softening in building activity in the rural areas of the Regional District. Overall 'Grants/Operating/Other' revenues for this division (81%) are above the benchmark.

Overall expenditures for this division are at 62% of budget due in part to Capital Expenditures (33%) and Professional Fees (44%). Vehicle replacements planned for 2005 are underway and should be reflected in the capital accounts by the end of the year. Wages are at 69% of budget, due in part to the vacancy in the Manager of Inspection/Bylaw Enforcement position.

Environmental Services (Appendix 6)

Overall 'Grants/Operating/Other' revenues in Environmental Services (79%) are above the budget benchmark as the annual billings for user fees are complete. Liquid Waste Management 'Grants/Operating/Other' revenues (26%) are lower than the benchmark because development cost charge reserve funding (6%) of approximately \$1.5m has not yet been recorded to offset project expenditures at the French Creek Pollution Control Center. This revenue source is tied to the actual expenditures for these projects.

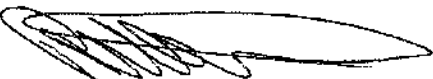
Expenditures for the Environmental Services division (56%) are well below budget, due to capital expenditures (18%) and associated professional fees (46%). Capital projects, particularly in Solid Waste Management (16%), the French Creek Pollution Control Center (12%) and the Nanaimo Pollution Control Center (25%), are expected to be spent either later in the year or, if necessary, carried over to the 2006 budget. Typically, such large projects take a long time to initiate and to complete. The timing of actual expenditures is difficult to estimate and budgeted funding is often carried over to subsequent years as the project progresses.


SUMMARY

The attached appendices reflect the operating activities of the Regional District recorded up to September 30, 2005. Appendix 1 summarizes the overall financial results. To date 81% of budgeted revenues and 65% of budgeted expenditures have been recorded. Grants/Operating/Other Revenues (81%) are higher than the benchmark for the reasons outlined above. Overall wage related costs (73%) are below the benchmark as are capital expenditures (21%), professional fees (43%) and Building Operations and Maintenance (46%).

RECOMMENDATION

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


Report Writer


Manager Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO
GENERAL REVENUE FUND
SEPTEMBER 30, 2005

	COMMUNITY SERVICES			CORPORATE SERVICES			DEVELOPMENT SERVICES			ENVIRONMENTAL SERVICES			TOTAL REVENUE FUND		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES															
TAX REQUISITION	\$ 6,755,040	\$ 9,008,700	75%	\$ 2,920,131	\$ 3,893,495	75%	\$ 873,839	\$ 1,164,860		\$ 7,271,901	\$ 9,635,855	75%	\$ 17,820,711	\$ 23,760,910	75%
GRANTS/OPERATING/OTHER	6,838,079	8,485,966		1,938,829	2,259,345		1,081,826	1,337,340		9,542,685	12,013,131		19,402,219	24,095,782	81%
RETAINED EARNINGS	1,333,350	1,286,392		828,807	828,790		1,587,874	1,587,863		3,870,503	3,870,480		7,620,534	7,583,527	100%
TOTAL REVENUES	14,926,469	18,783,058		5,688,767	6,981,630		3,543,139	4,090,065		20,685,089	25,579,466		44,843,464	55,440,219	81%
EXPENSES															
OFFICE OPERATING	\$ 1,445,365	\$ 1,969,431		\$ 527,078	\$ 789,511		\$ 276,143	\$ 454,195		\$ 948,559	\$ 1,279,955		\$ 3,197,145	\$ 4,513,092	71%
COMMUNITY GRANTS	39,858	75,000		30,883	43,475		0	0		0	0		70,541	118,475	60%
LEGISLATIVE	0	0		148,618	248,995		0	0		0	0		148,818	248,995	60%
PROFESSIONAL FEES	133,519	264,190		87,018	264,995		136,802	312,110		425,804	981,173		783,143	1,822,470	43%
BUILDING OPS & MAINT	350,936	726,991		116,024	238,715		29,670	47,600		142,224	369,034		638,854	1,384,340	46%
VEHICLE OPS & MAINT	1,722,394	2,520,129		137,396	153,205		24,151	28,435		679,015	983,856		2,562,956	3,685,625	70%
OTHER EQUIPMENT OPS & MAINT	53,952	66,275		52,073	128,420		6,589	14,760		0	0		122,824	209,455	59%
OTHER OPERATING	188,886	309,236		15,288	94,609		94,570	186,955		4,583,996	7,550,018		4,882,490	8,140,809	60%
WAGES & BENEFITS	6,344,951	8,568,125		1,075,394	1,555,705		1,161,086	1,683,467		2,891,039	3,940,567		11,472,480	15,747,864	73%
RECREATION PROGRAMS	106,582	239,750		0	0		43,683	131,500		0	0		106,562	239,750	44%
CAPITAL EXPENDITURES	145,372	606,295		169,750	366,535		0	0		980,698	5,427,650		1,339,503	6,531,940	21%
DEBT FINANCING-INTEREST	376,060	603,275		8,042	11,060		0	0		1,181,214	1,581,045		1,565,316	2,205,380	71%
DEBT FINANCING-PRINCIPAL	188,297	549,090		0	0		0	0		857,124	1,157,950		1,045,421	1,807,000	58%
DEBT FINANCING-EXCHANGE	0	0		0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		(1,824)	0		0	0		0	0		(1,824)	0	
TRANSFER TO RESERVE FUND	647,020	328,915		684,175	471,995		33,418	33,418		868,611	862,840		2,233,224	1,697,168	132%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0		0	0	
TRF TO OTHER GOVT/AGENCIES	1,321,110	1,326,110		2,174,649	2,486,085		0	0		0	0		3,495,759	3,792,195	92%
TOTAL EXPENDITURES	13,063,902	18,274,732		5,234,564	6,833,266		1,806,062	2,892,440		13,558,284	24,144,090		33,662,812	52,144,528	65%
OPERATING SURPLUS (DEFICIT)	\$ 1,862,567	\$ 514,326		\$ 454,203	\$ 148,364		\$ 1,737,077	\$ 1,197,625		\$ 7,126,805	\$ 1,435,376		\$ 11,180,652	\$ 3,295,691	

**REGIONAL DISTRICT OF NANAIMO
SUMMARY OF OPERATING RESULTS
AS AT SEPTEMBER 30, 2005**

Appendix 2

	Revenues			Expenditures			Surplus	
	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET
COMMUNITY SERVICES								
District 69 Recreation	907,490	1,131,845	80%	846,958	1,113,994	76%	60,532	17,851
Oceanside Place	1,438,183	1,913,300	75%	1,270,834	1,885,860	67%	167,349	27,440
Ravensong Aquatic Center	1,412,589	1,773,495	80%	1,212,597	1,745,001	69%	199,992	28,494
Gabriola Island Recreation	59,047	75,960	78%	65,361	67,777	96%	(6,314)	8,183
Southern Community Recreation	508,194	672,910	76%	665,377	672,910	99%	(157,183)	0
Port Theater	31,230	41,635	75%	41,635	41,635	100%	(10,405)	0
Gabriola Island Emergency Wharf	5,792	7,880	74%	6,510	7,880	83%	(718)	0
Southern Community Transportation	7,493,246	9,546,524	78%	6,823,509	9,515,363	72%	669,737	31,161
D69 Conventional Transit	690,763	933,818	74%	667,264	907,066	74%	23,499	26,752
D69 Custom Transit	5,067	6,340	80%	5,740	6,340	91%	(673)	0
Regional Parks	1,024,212	1,184,935	86%	639,716	1,144,756	56%	384,496	40,179
Community Parks								
A	255,625	274,375	93%	114,710	158,245	72%	140,915	116,130
B	182,524	205,025	89%	145,238	173,215	84%	37,286	31,810
C	17,609	20,160	87%	7,532	13,390	56%	10,077	6,770
D	30,857	31,980	96%	4,995	18,123	28%	25,862	13,857
E	159,393	171,890	93%	112,037	131,994	85%	47,356	39,896
F	92,347	98,005	94%	52,616	65,160	81%	39,731	32,845
G	47,889	58,380	82%	24,306	51,999	47%	23,583	6,381
H	64,467	78,870	82%	53,695	69,679	77%	10,772	9,191
Emergency Planning	220,188	217,810	101%	106,656	186,145	57%	113,532	31,665
Regional Growth Management Service	279,757	343,921	81%	196,616	298,200	66%	83,141	45,721
	<u>14,926,469</u>	<u>18,789,058</u>	<u>79%</u>	<u>13,063,902</u>	<u>18,274,732</u>	<u>71%</u>	<u>1,862,567</u>	<u>514,326</u>
CORPORATE SERVICES								
General Administration	2,680,377	3,377,080	79%	2,149,982	3,318,871	65%	530,395	58,209
Electoral Areas Only	170,133	236,780	72%	65,397	191,760	34%	104,736	45,020
D68 E911	54,003	69,290	78%	40,176	68,625	59%	13,827	665
D69 E911	322,632	409,095	79%	385,043	386,325	100%	(62,411)	22,770
Fire Protection								
Volunteer Departments								
Coombs-Hilliers	147,759	183,955	80%	164,039	183,955	89%	(16,280)	0
Dashwood	117,919	155,790	76%	155,633	155,790	100%	(37,714)	0
Errington	229,773	289,740	79%	268,935	289,740	93%	(39,162)	0
Extension	71,421	91,900	78%	55,408	91,900	60%	16,013	0
Nanaimo River	0	0		0	0		0	0
Nanoose Bay	267,465	290,715	92%	199,589	290,715	69%	67,876	0
Service Contracts								
Wellington Fire (Area D)	32,130	42,630	75%	40,358	41,740	97%	(8,228)	890
Yellowpoint Fire (Area A)	73,520	97,360	76%	91,502	93,745	98%	(17,982)	3,615
Parksville Local (Area G)	41,412	55,165	75%	48,205	48,240	100%	(6,793)	6,925
Bow Horn Bay Fire (Area H)	326,175	153,110	213%	364,454	153,110	238%	(38,279)	0
French Creek Fire (Area G)	192,915	254,955	76%	245,260	244,685	100%	(52,345)	10,270
Regional Library	923,823	1,231,760	75%	923,819	1,231,760	75%	4	0
Feasibility Studies								
Area A	15,003	20,000	75%	14,539	20,000	73%	464	0
Area B (Sewer)	4,999	5,000	100%	4,920	5,000	98%	79	0
Area E (Sewer)	7,308	7,305	100%	7,305	7,305	100%	3	0
Electoral Areas	10,000	10,000	100%	10,000	10,000	100%	0	0
	<u>5,688,767</u>	<u>6,981,630</u>	<u>81%</u>	<u>5,234,564</u>	<u>6,833,266</u>	<u>77%</u>	<u>454,203</u>	<u>148,364</u>
DEVELOPMENT SERVICES								
Building Inspection	1,891,184	2,022,345	94%	691,177	1,098,989	63%	1,200,007	923,356
Bylaw Enforcement								
Animal Control A,B,C,D	76,143	89,895	85%	40,566	65,700	62%	35,577	24,195
Animal Control E,G,H	68,970	86,990	79%	47,880	78,455	61%	21,090	8,535
Animal Control F	21,894	24,695	89%	9,662	15,515	62%	12,232	9,180

**REGIONAL DISTRICT OF NANAIMO
SUMMARY OF OPERATING RESULTS
AS AT SEPTEMBER 30, 2005**

	Revenues			Expenditures			Surplus	
	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET
Noise Control A	13,495	15,060	90%	5,623	6,990	80%	7,872	8,070
Noise Control B	7,110	7,955	89%	2,092	5,960	35%	5,018	1,995
Noise Control C	7,615	8,485	90%	4,068	5,960	68%	3,547	2,525
Noise Control D	8,789	9,915	89%	6,088	7,965	76%	2,701	1,950
Noise Control E	13,875	14,925	93%	6,118	7,995	77%	7,757	6,930
Noise Control G	9,657	10,660	91%	4,059	5,960	68%	5,598	4,700
Noise Control H	0	0		0	0		0	0
Unightly Premises	27,192	32,990	82%	13,260	24,085	55%	13,932	8,905
Hazardous Properties	4,709	8,020	59%	1,997	6,380	31%	2,712	1,640
General Enforcement	143,008	248,710	57%	107,008	248,710	43%	36,000	0
Development Planning	1,233,370	1,487,920	83%	850,336	1,292,276	66%	383,034	195,644
Planning-Engineering Services	0	0		0	0		0	0
House Numbering	16,128	21,500	75%	16,128	21,500	75%	0	0
	3,543,139	4,090,065	87%	1,806,062	2,892,440	62%	1,737,077	1,197,625
ENVIRONMENTAL SERVICES								
Southern Community Wastewater	4,587,957	5,569,965	82%	2,865,988	5,426,514	53%	1,721,969	143,451
Northern Community Wastewater	3,084,580	5,453,545	57%	2,620,185	5,447,798	48%	464,395	5,747
Duke Point Wastewater	222,784	236,955	94%	75,758	128,440	59%	147,026	108,515
Solid Waste Disposal Facilities	7,378,381	8,287,495	89%	4,808,743	7,935,154	61%	2,569,638	352,341
Solid Waste Collection & Recycling	1,891,705	1,952,179	97%	1,304,002	1,860,445	70%	587,703	91,734
Water Utilities								
Madrona	173,454	198,560	87%	66,005	129,324	51%	107,449	69,236
Fairwinds	401,326	400,230	100%	134,716	266,941	50%	266,610	133,289
Nanoose Bay	498,875	564,270	88%	287,436	530,395	54%	211,439	33,875
Arbutus Park Estates	126,366	139,420	91%	63,567	113,999	56%	62,799	25,421
West Bay Estates	122,722	128,960	95%	46,088	95,671	48%	76,634	33,289
Driftwood	15,262	19,855	77%	6,536	19,855	33%	8,726	0
San Pareil	266,605	276,025	97%	121,383	213,822	57%	145,222	62,203
French Creek	197,595	207,795	95%	81,661	134,525	61%	115,934	73,270
Surfside	30,460	33,805	90%	14,782	24,715	60%	15,678	9,090
Decourcey	6,623	7,730	86%	2,793	5,393	52%	3,830	2,337
Morningstar Creek	4,432	4,430	100%	0	0		4,432	4,430
Wall Beach	3,802	4,135	92%	0	4,135		3,802	0
Englishman River	97,847	94,550	103%	27,421	80,836	34%	70,426	13,714
Melrose Place Water	2,036	17,575	12%	8,248	17,443	47%	(6,212)	132
Nanoose Peninsula Water	0	0		4,081	0		(4,081)	0
Nanoose Bay Bulk Water	331,598	599,710	55%	273,657	565,625	48%	57,941	34,085
French Creek Bulk Water	79,416	99,745	80%	66,475	97,455	68%	12,941	2,290
Sewer Utilities								
Fairwinds/Nanoose Coll & Treat	356,691	412,805	86%	196,708	333,152	59%	159,983	79,653
French Creek	685,372	720,545	95%	417,069	587,350	71%	268,303	133,195
Pacific Shores	29,305	34,210	86%	20,042	31,435	64%	9,263	2,775
Surfside Sewer	24,718	27,012	92%	8,615	18,838	46%	16,103	8,174
MacMillan R. Sewer	2,927	3,140	93%	2,349	3,140	75%	578	0
Cedar Sewer	0	0		1,241	0		(1,241)	0
Englishman River Stormwater	1,747	2,375	74%	90	2,375	4%	1,657	0
Barclay Crescent	0	0		0	0		0	0
Pump & Haul	3,385	11,950	28%	439	11,950	4%	2,946	0
Streetlighting	57,118	70,495	81%	32,206	57,365	56%	24,912	13,130
	20,685,089	25,579,466	81%	13,558,284	24,144,090	56%	7,126,805	1,435,376
TOTAL - ALL SERVICES	44,843,464	55,440,219	81%	33,662,812	52,144,528	65%	11,180,652	3,295,691

REGIONAL DISTRICT OF NANAIMO
COMMUNITY SERVICES
SEPTEMBER 30, 2005

	REGIONAL GROWTH MANAGEMENT SERVICE			EMERGENCY PLANNING			REGIONAL PARKS			COMMUNITY PARKS		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	194,976	259,965	75%	74,250	99,000	75%	419,994	560,000	75%	264,249	352,325	75%
GRANTS/OPERATING/OTHER	826	0	247%	45,536	18,410	247%	264,761	285,480	93%	100	0	
RETAINED EARNINGS	83,955	83,956	100%	100,402	100,400	100%	339,457	339,455	100%	586,362	586,360	100%
TOTAL REVENUES	279,757	343,921	81%	220,188	217,810	101%	1,024,212	1,184,935	86%	850,711	938,685	91%
EXPENSES												
OFFICE OPERATING	\$29,011	\$46,310	63%	\$17,621	\$44,895	39%	\$27,439	\$38,495	71%	\$14,820	\$20,450	72%
PROFESSIONAL FEES	57,080	60,500	94%	27,545	13,000	212%	9,675	63,500	15%	7,900	21,200	37%
BUILDING OP & MAINTENANCE	0	5,000	100%	141	1,000	14%	12,598	26,300	48%	3,223	5,025	64%
VEHICLE OP & MAINTENANCE	350	350	100%	1,150	3,700	31%	9,079	8,810	103%	752	1,500	50%
OTHER OPERATING COSTS	4,752	46,870	10%	4,595	4,950	93%	11,775	27,500	43%	3,206	4,745	68%
WAGES & BENEFITS	84,483	116,065	73%	54,497	73,600	74%	117,994	157,416	75%	102,434	139,525	73%
EQUIP OP & MAINTENANCE	0	0		1,107	1,000	111%	2,652	1,500	177%	0	0	
COMMUNITY GRANTS	0	0		0	0		0	0		0	0	
RECREATION PROGRAMS	0	0		0	0		8,715	30,500	29%	33,525	108,200	31%
CAPITAL EXPENDITURES	535	2,700	20%	0	44,000		5,664	354,555	2%	35,202	55,750	63%
DEBT FINANCING - INTEREST	0	0		0	0		552	1,000	55%	13,172	17,550	75%
DEBT FINANCING - PRINCIPAL	0	0		0	0		83,393	85,000	98%	5,895	7,860	75%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	20,405	20,405	100%	0	0		180	180	100%	280,000	280,000	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		350,000	350,000	100%	15,000	20,000	75%
TOTAL EXPENDITURES	\$196,616	\$298,200	66%	\$106,656	\$186,145	57%	\$539,716	\$1,144,756	56%	\$515,129	\$681,805	76%
OPERATING SURPLUS (DEFICIT)	\$83,141	\$45,721		\$113,532	\$31,665		\$384,496	\$40,179		\$335,582	\$256,880	

REGIONAL DISTRICT OF NANAIMO
COMMUNITY SERVICES
SEPTEMBER 30, 2005

	AREA A RECREATION			D69 RECREATION COORDINATING			OCEANSIDE PLACE			RAVENSONG AQUATIC CENTER		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	0	0	0	674,532	899,355	75%	933,282	1,244,370	75%	898,866	1,198,490	75%
GRANTS/OPERATING/OTHER	0	0	0	182,564	181,900	100%	365,938	529,970	69%	386,310	447,590	86%
RETAINED EARNINGS	0	0	0	50,394	50,490	100%	138,963	138,960	100%	127,413	127,415	100%
TOTAL REVENUES	0	0	0	907,490	1,131,845	80%	1,438,183	1,913,300	75%	1,412,589	1,773,495	80%
EXPENSES												
OFFICE OPERATING	\$0	\$0	0	\$69,972	\$94,145	74%	\$92,170	\$135,745	68%	\$91,932	\$123,576	74%
PROFESSIONAL FEES	0	0	0	0	18,660	0	2,907	19,160	15%	162	18,670	1%
BUILDING OP & MAINTENANCE	0	0	0	9,164	11,975	77%	145,872	223,160	65%	95,346	184,300	52%
VEHICLE OP & MAINTENANCE	0	0	0	12,361	19,509	63%	12,518	21,725	58%	1,020	5,155	20%
OTHER OPERATING COSTS	0	0	0	15,290	18,725	82%	11,725	14,430	81%	17,431	21,100	83%
WAGES & BENEFITS	0	0	0	455,765	605,055	75%	464,634	696,160	67%	574,354	776,840	74%
EQUIP OP & MAINTENANCE	0	0	0	1,907	2,275	84%	27,744	32,750	85%	18,767	25,750	73%
COMMUNITY GRANTS	0	0	0	32,871	65,500	50%	206	1,000	21%	6,581	8,500	77%
RECREATION PROGRAMS	0	0	0	32,708	55,200	59%	11,261	11,900	95%	20,353	33,960	60%
CAPITAL EXPENDITURES	0	0	0	6,205	12,235	51%	73,104	56,650	129%	20,534	64,065	32%
DEBT FINANCING - INTEREST	0	0	0	0	0	0	110,408	248,825	44%	251,928	335,900	75%
DEBT FINANCING - PRINCIPAL	0	0	0	0	0	0	0	424,175	0	99,009	132,015	75%
DEBT FINANCING - EXCHANGE	0	0	0	0	0	0	0	0	0	0	0	
CONTINGENCY	0	0	0	0	0	0	0	0	0	0	0	
TRANSFER TO RESERVE FUND	0	0	0	180	180	100%	318,285	180	176825%	15,180	15,180	100%
TRANSFER FROM RESERVE FUND	0	0	0	0	0	0	0	0	0	0	0	
TRANSFER TO OTHER GOVTS	0	0	0	210,535	210,535	100%	0	0	0	0	0	
TOTAL EXPENDITURES	\$0	\$0	0	\$846,958	\$1,113,994	76%	\$1,270,834	\$1,885,860	67%	\$1,212,597	\$1,746,001	69%
OPERATING SURPLUS (DEFICIT)	\$0	\$0	0	\$60,532	\$17,851		\$167,349	\$27,440		\$199,992	\$28,494	

REGIONAL DISTRICT OF NANAIMO
COMMUNITY SERVICES
SEPTEMBER 30, 2005

	GABRIOLA ISL RECREATION			SOUTHERN COMMUNITY RECREATION & CULTURE			TRANSPORTATION SERVICES			TOTAL COMMUNITY SERVICES		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	52,344	69,795	75%	525,375	700,495	75%	2,717,172	3,622,895	75%	6,755,040	9,006,700	75%
GRANTS/OPERATING/OTHER	535	0		0	0		5,591,509	7,022,526	80%	6,838,079	8,485,968	81%
RETAINED EARNINGS	6,168	6,165	100%	14,049	14,050	100%	(113,813)	(150,559)	75%	1,333,350	1,296,392	103%
TOTAL REVENUES	59,047	75,960	78%	539,424	714,545	75%	8,194,868	10,494,562	78%	14,925,469	18,789,058	79%
EXPENSES												
OFFICE OPERATING	\$585	\$825	71%	\$0	\$0		\$1,101,815	\$1,484,990	74%	\$1,445,355	\$1,989,431	73%
PROFESSIONAL FEES	0	0		0	0		28,250	49,500	57%	133,519	264,190	51%
BUILDING OP & MAINTENANCE	0	0		20,171	27,770	73%	64,421	244,461	26%	350,936	728,991	48%
VEHICLE OP & MAINTENANCE	0	75		0	0		1,685,154	2,459,305	69%	1,722,394	2,520,129	68%
OTHER OPERATING COSTS	182	75	243%	54	0		119,676	170,841	70%	188,686	309,236	61%
WAGES & BENEFITS	4,594	6,802	68%	1,212	1,200	101%	4,484,994	5,995,462	75%	6,344,961	8,568,125	74%
EQUIP OP & MAINTENANCE	0	0		0	0		1,785	3,000	60%	53,962	66,275	81%
COMMUNITY GRANTS	0	0		0	0		0	0		39,658	75,000	53%
RECREATION PROGRAMS	0	0		0	0		0	0		106,562	239,750	44%
CAPITAL EXPENDITURES	0	0		0	0		4,128	16,300	25%	145,372	606,255	24%
DEBT FINANCING - INTEREST	0	0		0	0		0	0		376,060	603,275	62%
DEBT FINANCING - PRINCIPAL	0	0		0	0		0	0		188,297	649,050	29%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	0	0		0	0		12,790	12,790	100%	647,020	328,915	197%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	60,000	60,000	100%	685,575	685,575	100%	0	0		1,321,110	1,326,110	100%
TOTAL EXPENDITURES	\$65,361	\$67,777	96%	\$707,012	\$714,545	99%	\$7,503,023	\$10,436,649	72%	\$13,063,902	\$18,274,732	71%
OPERATING SURPLUS (DEFICIT)	(\$6,314)	\$8,183		(\$167,588)	\$0		\$691,845	\$57,913		\$1,862,567	\$514,326	

REGIONAL DISTRICT OF NANAIMO
TRANSPORTATION SERVICES
SEPTEMBER 30, 2005

	DESCANCO BAY EMERGENCY WHARF			SOUTHERN COMMUNITY TRANSIT			NORTHERN COMMUNITY BUS			D69 HandyDART			TOTAL		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES															
TAX REQUISITION	\$6,273	\$8,360	75%	\$2,384,397	\$3,179,200	75%	\$322,497	\$430,000	75%	\$4,005	\$5,335	75%	\$2,717,172	\$3,622,895	75%
GRANTS/OPERATING/OTHER	0	0		5,237,036	6,538,241	80%	351,220	481,085	73%	3,253	3,200	102%	5,591,509	7,022,526	80%
RETAINED EARNINGS	(481)	(480)	100%	(128,187)	(170,917)	75%	17,046	22,733	75%	(2,191)	(2,195)	100%	(113,813)	(150,859)	75%
TOTAL REVENUES	\$5,792	\$7,880	74%	\$7,493,246	\$9,546,524	78%	\$690,763	\$933,818	74%	\$5,067	\$6,340	80%	\$8,194,868	\$10,494,562	78%
EXPENSES															
OFFICE OPERATING	\$90	\$125	72%	\$728,504	\$987,233	74%	\$370,891	\$494,507	75%	\$2,340	\$3,125	75%	\$1,101,815	\$1,484,990	74%
PROFESSIONAL FEES	620	0		27,505	49,500	56%	0	0		125	0		28,250	49,500	57%
BUILDING OP. & MAINT.	50	0		64,371	244,461	26%	0	0		0	0		64,421	244,461	26%
VEHICLE OP. & MAINT.	0	2,005		1,585,164	2,457,300	69%	0	0		0	0		1,685,164	2,459,305	69%
OTHER OPERATING COSTS	0	0		119,676	170,841	70%	0	0		0	0		119,676	170,841	70%
WAGES & BENEFITS	0	0		4,185,336	5,579,688	75%	296,383	412,559	72%	3,275	3,215	102%	4,464,994	5,995,462	75%
EQUIP. OP & MAINT	0	0		1,785	3,000	60%	0	0		0	0		1,785	3,000	60%
COMMUNITY GRANTS	0	0		0	0		0	0		0	0		0	0	
RECREATION PROGRAMS	0	0		0	0		0	0		0	0		0	0	
CAPITAL EXPENDITURES	0	0		4,128	16,300	25%	0	0		0	0		4,128	16,300	25%
DEBT FINANCING - INT.	0	0		0	0		0	0		0	0		0	0	
-PRINCIPAL	0	0		0	0		0	0		0	0		0	0	
-EXCHANGE	0	0		0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	5,750	5,750	100%	7,040	7,040	100%	0	0		0	0		12,790	12,790	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	0		0	0	
TOTAL EXPENDITURES	\$6,510	\$7,880	83%	\$6,823,509	\$9,515,363	72%	\$667,264	\$907,066	74%	\$5,740	\$6,340	91%	\$7,503,023	\$10,436,649	72%
NET SURPLUS	(\$718)	\$0		\$669,737	\$31,161		\$23,499	\$26,752		(\$673)	\$0		\$691,845	\$57,913	

REGIONAL DISTRICT OF NANAIMO
CORPORATE SERVICES
SEPTEMBER 30, 2005

	ADMINISTRATION			ELECTORAL AREAS			PUBLIC SAFETY			FIRE DEPTS			REGIONAL LIBRARY		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES															
TAX REQUISITION	\$442,224	\$589,625	75%	\$133,992	\$178,650	75%	\$305,244	\$407,000	75%	\$1,099,845	\$1,466,460	75%	\$923,823	\$1,231,760	75%
GRANTS/OPERATING/OTHER	1,655,891	2,205,195	75%	1,011	23,000	4%	0	0	0	277,927	26,150	1063%	0	0	0
RETAINED EARNINGS	582,262	582,260	100%	35,130	35,130	100%	71,391	71,385	100%	122,717	122,710	100%	0	0	0
TOTAL REVENUES	2,680,377	3,377,080	79%	170,133	236,780	72%	376,635	478,385	79%	1,500,489	1,615,320	93%	923,823	1,231,760	75%
EXPENSES															
OFFICE OPERATING	\$411,826	\$588,746	70%	\$44,973	\$101,425	44%	\$8,938	\$12,030	74%	\$61,341	\$67,310	70%	\$0	\$0	0
COMMUNITY GRANTS	30,883	43,475	71%	0	0	0	0	0	0	0	0	0	0	0	0
LEGISLATIVE	148,916	189,875	78%	(296)	54,090	-1%	0	0	0	0	0	0	0	0	0
PROFESSIONAL FEES	54,874	201,830	27%	4,055	6,900	60%	2,000	300	667%	7,373	26,065	28%	0	0	0
BUILDING OPS & MAINT	92,127	202,150	46%	86	2,500	3%	128	670	19%	23,683	33,395	71%	0	0	0
VEHICLE OPS & MAINT	4,825	4,825	100%	0	0	0	0	0	0	132,571	148,380	89%	0	0	0
EQUIP OPS & MAINT	37,432	76,750	49%	1,441	2,800	51%	1,782	8,750	20%	21,418	40,120	53%	0	0	0
OTHER OPERATING COSTS	5,162	10,600	49%	0	0	0	0	0	0	10,105	84,000	12%	0	0	0
WAGES & BENEFITS	1,059,436	1,533,010	69%	14,410	20,595	70%	0	0	0	805	2,100	38%	0	0	0
CAPITAL EXPENDITURES	97,191	258,320	38%	730	3,550	21%	0	0	0	71,829	104,665	69%	0	0	0
DEBT FINANCING-INTEREST	0	0	0	0	0	0	0	0	0	8,042	11,060	73%	0	0	0
DEBT FINANCING-PRINCIPAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEBT FINANCING-EXCHANGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTINGENCY	0	0	0	0	0	0	0	0	0	(1,824)	0	0	0	0	0
TRANSFER TO RESERVE FUND	207,290	207,290	100%	0	0	0	0	0	0	459,580	257,400	179%	0	0	0
TRSF TO OTHER GOV'T/AGENCIES	0	2,000	0	0	0	0	412,371	433,200	95%	636,459	799,125	105%	923,819	1,231,760	75%
TOTAL EXPENDITURES	\$2,149,982	\$3,318,871	65%	\$65,397	\$191,760	34%	\$425,219	\$454,950	93%	\$1,633,383	\$1,593,620	102%	\$923,819	\$1,231,760	75%
OPERATING SURPLUS (DEFICIT)	\$530,395	\$58,209		\$104,736	\$45,020		(\$48,584)	\$23,435		(\$132,894)	\$21,700		\$4	\$0	

REGIONAL DISTRICT OF NANAIMO
CORPORATE SERVICES
SEPTEMBER 30, 2005

	ELECT AREA REFERENDUMS			FEASIBILITY STUDIES			MUNICIPAL DEBT TRANSFERS			TOTAL CORPORATE SERVICES		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	\$0	\$0		\$15,003	\$20,000	75%	\$0	\$0		\$2,920,131	\$3,893,495	75%
GRANTS/OPERATING/OTHER	0	0		5,000	5,000	100%	1,539,244	2,747,360	56%	3,479,073	5,006,705	69%
RETAINED EARNINGS	0	0		17,307	17,305	100%	0	0		828,807	828,790	100%
TOTAL REVENUES	0	0		37,310	42,305	88%	1,539,244	2,747,360	56%	7,228,011	9,728,990	74%
EXPENSES												
OFFICE OPERATING	\$0	\$0		\$0	\$0		\$0	\$0		\$527,078	\$789,511	67%
COMMUNITY GRANTS	0	0		0	0		0	0		30,883	43,475	71%
LEGISLATIVE	0	0		0	5,000		0	0		148,618	246,965	60%
PROFESSIONAL FEES	0	0		18,716	30,000	62%	0	0		87,018	264,995	33%
BUILDING OPS & MAINT	0	0		0	0		0	0		116,024	238,715	49%
VEHICLE OP'S & MAINT	0	0		0	0		0	0		137,396	153,205	90%
EQUIP OPS & MAINT	0	0		0	0		0	0		62,073	128,420	48%
OTHER OPERATING COSTS	0	0		0	0		0	0		15,288	94,600	16%
WAGES & BENEFITS	0	0		743	0		0	0		1,075,394	1,555,705	69%
CAPITAL EXPENDITURES	0	0		0	0		0	0		169,750	366,535	46%
DEBT FINANCING-INTEREST	0	0		0	0		991,431	1,698,995	58%	999,473	1,710,055	58%
DEBT FINANCING-PRINCIPAL	0	0		0	0		546,463	1,015,190	54%	546,463	1,015,190	54%
DEBT FINANCING-EXCHANGE	0	0		0	0		1,349	33,175	4%	1,349	33,175	4%
CONTINGENCY	0	0		0	0		0	0		(1,024)	0	
TRANSFER TO RESERVE FUND	0	0		17,305	7,305	237%	0	0		684,475	471,995	145%
TRSF TO OTHER GOVT/AGENCIES	0	0		0	0		0	0		2,174,649	2,466,085	88%
TOTAL EXPENSES	\$0	\$0		\$36,764	\$42,305	87%	\$1,539,243	\$2,747,360	56%	\$6,773,807	\$9,580,626	71%
OPERATING SURPLUS (DEFICIT)	\$0	\$0		\$546	\$0		\$1	\$0		\$454,204	\$148,364	

**REGIONAL DISTRICT OF NANAIMO
DEVELOPMENT SERVICES
SEPTEMBER 30, 2005**

	PLANNING		PLANNING		ENGINEERING		HOUSE		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES									
TAX REQUISITION	672,786	897,050	75%	0	0	0	16,128	21,500	75%
GRANTS/OPERATING/OTHER	229,213	259,500	88%	0	0	0	0	0	0
RETAINED EARNINGS	331,371	331,370	100%	0	0	0	0	0	0
TOTAL REVENUES	1,233,370	1,487,920	83%	0	0	0	16,128	21,500	75%
EXPENSES									
OFFICE OPERATING	\$138,142	\$245,106	56%	\$0	\$0	\$0	\$16,128	\$21,500	75%
PROFESSIONAL FEES	36,877	99,000	39%	0	0	0	0	0	0
BUILDING OP & MAINTENANCE	15,542	24,900	62%	0	0	0	0	0	0
VEHICLE OP & MAINTENANCE	5,235	5,235	100%	0	0	0	0	0	0
OTHER OPERATING COSTS	43,913	86,875	50%	0	0	0	0	0	0
WAGES & BENEFITS	567,921	787,551	72%	0	0	0	0	0	0
EQUIP OP & MAINTENANCE	4,804	7,600	63%	0	0	0	0	0	0
COMMUNITY GRANTS	0	0		0	0	0	0	0	0
PROGRAM COSTS	0	0		0	0	0	0	0	0
CAPITAL EXPENDITURES	32,992	33,000	100%	0	0	0	0	0	0
DEBT FINANCING - INTEREST	0	0		0	0	0	0	0	0
DEBT FINANCING - PRINCIPAL	0	0		0	0	0	0	0	0
DEBT FINANCING - EXCHANGE	0	0		0	0	0	0	0	0
CONTINGENCY	0	0		0	0	0	0	0	0
TRANSFER TO RESERVE FUND	3,010	3,010	100%	0	0	0	0	0	0
TRANSFER FROM RESERVE FUND	0	0		0	0	0	0	0	0
TRANSFER TO OTHER GOVTS	0	0		0	0	0	0	0	0
TOTAL EXPENDITURES	\$850,336	\$1,292,276	66%	\$0	\$0	\$0	\$16,128	\$21,500	75%
OPERATING SURPLUS (DEFICIT)	\$383,034	\$195,644		\$0	\$0		\$0	\$0	

**REGIONAL DISTRICT OF NANAIMO
DEVELOPMENT SERVICES
SEPTEMBER 30, 2005**

	BUILDING INSPECTION		BYLAW ENFORCEMENT		TOTAL DEVELOPMENT SERVICES	
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES						
TAX REQUISITION	52,497	70,000	75%	132,228	176,310	75%
GRANTS/OPERATING/OTHER	739,474	853,130	87%	112,939	224,710	50%
RETAINED EARNINGS	1,099,213	1,099,215	100%	157,290	157,280	100%
TOTAL REVENUES	1,891,184	2,022,345	94%	402,457	558,300	72%
EXPENSES						
OFFICE OPERATING	\$113,793	\$168,765	67%	58,080	\$18,825	43%
PROFESSIONAL FEES	16,898	73,500	23%	81,027	139,510	58%
BUILDING OP & MAINTENANCE	11,828	16,700	70%	2,500	6,000	42%
VEHICLE OP & MAINTENANCE	14,369	13,700	105%	4,547	9,500	48%
OTHER OPERATING COSTS	25,135	48,930	51%	25,572	51,150	50%
WAGES & BENEFITS	498,232	719,826	68%	94,933	176,030	54%
EQUIP OP & MAINTENANCE	1,785	7,160	25%	0	0	
COMMUNITY GRANTS	0	0		0	0	
PROGRAM COSTS	0	0		0	0	
CAPITAL EXPENDITURES	6,929	48,000	14%	3,762	50,500	7%
DEBT FINANCING - INTEREST	0	0		0	0	
DEBT FINANCING - PRINCIPAL	0	0		0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0	
CONTINGENCY	0	0		0	0	
TRANSFER TO RESERVE FUND	2,408	2,408	100%	28,000	28,000	100%
TRANSFER FROM RESERVE FUND	0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0	
TOTAL EXPENDITURES	\$691,177	\$1,098,989	63%	\$248,421	\$479,675	52%
OPERATING SURPLUS (DEFICIT)	\$1,200,007	\$923,356		\$154,036	\$78,625	
				\$1,737,077	\$1,197,625	

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

	LIQUID WASTE MANAGEMENT			SOLID WASTE MANAGEMENT			GARBAGE COLLECTION/RECYCLING		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES									
TAX REQUISITION	\$5,558,481	\$7,411,305	75%	\$301,725	\$402,305	75%	\$0	\$0	
GRANTS/OPERATING/OTHER	541,480	2,053,900	26%	6,163,965	6,972,500	88%	1,815,963	1,876,434	97%
RETAINED EARNINGS	1,795,360	1,795,360	100%	912,691	912,690	100%	75,742	75,745	100%
TOTAL REVENUES	7,895,321	11,260,465	70%	7,378,381	8,287,495	89%	1,891,705	1,952,179	97%
EXPENSES									
OFFICE OPERATING	\$324,463	\$441,575	73%	\$394,058	\$510,063	77%	\$93,379	\$127,480	73%
PROFESSIONAL FEES	194,341	403,100	48%	137,467	349,000	39%	0	2,500	
BUILDING OP & MAINTENANCE	64,336	96,500	67%	34,361	74,200	46%	1,655	2,145	77%
VEHICLE OP & MAINTENANCE	268,545	364,135	74%	357,553	517,855	69%	985	1,785	55%
WAGES & BENEFITS	1,076,690	1,464,772	74%	1,291,998	1,736,425	74%	24,861	33,589	74%
OPERATIONAL COSTS	854,745	1,509,545	57%	1,947,972	3,285,846	59%	1,182,357	1,692,201	70%
CAPITAL EXPENDITURES	764,629	4,177,780	18%	147,975	900,550	16%	170	150	113%
DEBT FINANCING - INT	836,253	1,128,885	74%	123,525	164,700	75%	0	0	
DEBT FINANCING - PRINCIPAL	670,239	908,770	74%	68,049	90,730	75%	0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	507,690	507,690	100%	305,785	305,785	100%	595	595	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0	
TSFR TO OTHER GOVT/AGENCIES	0	0		0	0		0	0	
TOTAL EXPENDITURES	\$5,561,931	\$11,002,752	51%	\$4,808,743	\$7,935,154	61%	\$1,304,002	\$1,860,445	70%
OPERATING SURPLUS (DEFICIT)	\$2,333,390	\$257,713		\$2,569,638	\$352,341		\$587,703	\$91,734	

REGIONAL DISTRICT OF NANAIMO
ENVIRONMENTAL SERVICES
SEPTEMBER 30, 2005

	WATER SUPPLY			SEWAGE COLLECTION			STREET LIGHTING			TOTAL ENVIRONMENTAL SERVICES		
	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR	ACTUAL 2005	BUDGET 2005	% VAR
REVENUES												
TAX REQUISITION	\$952,749	\$1,270,340	75%	\$419,085	\$558,775	33.3%	\$39,861	\$53,130	75%	\$7,271,901	\$9,695,855	75%
GRANTS/OPERATING/OTHER	717,477	838,280	86%	303,457	271,662		343	455	75%	9,542,685	12,013,131	79%
RETAINED EARNINGS	688,193	688,175	100%	381,603	381,600		16,914	16,910	100%	3,870,503	3,870,480	100%
TOTAL REVENUES	2,358,419	2,796,795	84%	1,104,145	1,212,037		57,118	70,495	81%	20,685,089	25,579,466	81%
EXPENSES												
ADMINISTRATION	\$103,443	\$148,927	69%	\$32,496	\$50,310		\$720	\$1,600	45%	\$948,569	\$1,279,955	74%
PROFESSIONAL FEES	77,201	202,550	38%	16,795	24,025		0	0		425,804	981,175	43%
BUILDING OP & MAINTENANCE	33,453	173,386	19%	5,570	11,003		2,849	11,800	24%	142,224	369,034	39%
VEHICLE OP & MAINTENANCE	29,826	66,745	45%	22,106	33,336		0	0		679,015	983,856	69%
WAGES & BENEFITS	381,344	538,466	71%	116,146	166,516		0	800		2,891,039	3,940,567	73%
OPERATIONAL COSTS	160,322	377,910	42%	409,963	641,351		28,637	43,165	66%	4,583,986	7,550,018	61%
CAPITAL COST	55,277	318,300	17%	12,647	30,870		0	0		980,698	5,427,650	18%
DEBT FINANCING - INT	221,436	297,460	74%	0	0		0	0		1,181,214	1,591,045	74%
DEBT FINANCING - PRINCIPAL	118,836	158,450	75%	0	0		0	0		857,124	1,157,950	74%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
CONTRIBUTION TO OTHER FUNDS	23,711	17,940	132%	30,830	30,830		0	0		868,611	862,840	101%
CONTRIBUTION FROM OTHER FND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	0	
TOTAL EXPENSES	\$1,204,849	\$2,300,134	52%	\$646,553	\$988,240		\$32,206	\$57,365	56%	\$13,556,284	\$24,144,090	56%
OPERATING SURPLUS (DEFICIT)	\$1,153,570	\$496,661		\$457,592	\$223,797		\$24,912	\$13,130		\$7,126,805	\$1,435,376	



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cmts	
CAO		GM ES	
DA CCD	<i>RA</i>	MoF	
OCT 28 2005			
<i>LOW</i>			

MEMORANDUM

TO: Members of the Board **DATE:** October 28, 2005

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

SUBJECT: Authority to fund community radio station

PURPOSE:

To report on staff findings with respect to the ability of a Regional District to create a service to provide a community radio station.

BACKGROUND:

Earlier this year Mr. Ken Zakreski reported to the Board his involvement with establishing a community radio station on Gabriola Island. The station would be operated under CRTC guidelines for community radio stations. The Board passed the following motion in this regard at its May 24th meeting:

‘That staff investigate and report back to the Committee on the District’s ability to address the Gabriola Radio’s request for funding and support in their application for a FM license through the CRTC’.

The *Local Government Act* contains a prohibition against support for a business enterprise (Section 182) and accordingly staff consulted with our solicitor as to whether, in his opinion the organization could be classified as a business enterprise. Based on the information presented by Mr. Zakreski, information available from the CRTC with regards to the governance and purpose of community radio stations, staff and solicitor review, staff have concluded that establishing a service of a community radio would not contravene the *Local Government Act*.

ALTERNATIVES:

1. Receive this report for information.
2. Provide further direction to staff

SERVICE IMPLICATIONS:


Mr. Zakreski has requested a referendum on the question of establishing a community radio service on Gabriola Island. The mechanics and cost of holding a referendum and developing a reporting and funding structure are not insurmountable. The question of support goes further than merely asking a question and receiving an answer. This request raises broader questions of what sorts of activities a local government should provide funding for. There are no other instances in Canada at the present time, where a community radio station is supported by a local municipal government. Beyond the precedent, support for this service would initiate a broader debate about the merits of numerous other activities which have community support but are operated by volunteers.

SUMMARY/CONCLUSIONS:

Staff were requested to review and report on the authority of the Regional District to support a community radio initiative on Gabriola Island. The short answer is yes, there appears to be no impediment within the *Local Government Act*. Advisedly however, staff are concerned that supporting this initiative, despite its potential merits, will result in a multitude of funding requests for community initiatives each of which will require staff resources for oversight.

RECOMMENDATION:

That the report on the Regional District's authority to fund a community radio station on Gabriola Island be received for information.



Report Writer

COMMENTS:



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CGD	✓	MoF	
OCT 31 2005			
cow			

MEMORANDUM

TO: Members of the Board **DATE:** October 29, 2005

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

SUBJECT: Vancouver Island Biosphere request for study funding

PURPOSE:

To discuss the Regional District's authority to provide special funding for a business plan study for the Vancouver Island Biosphere Center.

BACKGROUND:

The Vancouver Island Biosphere Center sent correspondence to the Regional District requesting assistance in the amount of \$25,000, as one third of the cost to prepare a business plan for the center. The Board directed staff to report on how this funding request might be dealt with.

The purpose of the Biosphere is to establish a center to promote eco-tourism and other associated economic development benefits. Regional District's must establish a service before raising revenues or making expenditures. Funding requests such as this present challenges because they do not fit within the purpose of an existing service.

The Regional District currently exercises a limited amount of discretionary grant funding through its general grants-in-aid. A total of \$42,500 is raised annually from the members of the Regional District and a Board appointed committee evaluates requests against a set of established criteria. This funding request would likely not meet the focus of the grants-in-aid criteria which is to provide funding for social programs benefiting residents of the Regional District – however, the committee would need to review further information in order to make a final decision. Furthermore, the amount of funding raised is separated between District 68 and District 69 - neither jurisdiction would be able to fully fund this request on a standalone basis.

The current funded grants-in-aid amount is less than the limit permitted under Section 815(9) of the Local Government Act and should the Board choose, an additional \$25,000 could be raised under this authority. The additional amount can be cost shared among those members of the Regional District deemed to benefit from this initiative. While the Board has the general authority to increase the amount for grants-in-aid on its own initiative it is important to connect the action with the criteria for these grants.

ALTERNATIVES:

1. Increase the 2005 grants-in-aid funding for District 69 members by \$25,000 to provide a one time grant to the Vancouver Island Biosphere Center for a business plan study.
2. Increase the 2005 grants-in-aid funding by \$25,000 and share the cost among all members of the Regional District for the purpose of providing a one time grant to the Vancouver Island Biosphere Center for a business plan study.

3. Direct the Vancouver Island Biosphere Center to make an application to the Grants-In-Aid committee.
4. Defer a decision on this request and direct staff to review comparative jurisdictions' grants-in-aid criteria, obtain comment and input from the current members of the Grants-In-Aid committee and report the results to the Board prior to March 31st, 2006.

FINANCIAL IMPLICATIONS:

Alternative 1 – The cost of raising \$25,000 in District 69 is estimated at \$.40 cents per \$100,000 of assessment. Under this alternative the City of Parksville and the Town of Qualicum Beach would be assessed approximately \$11,450 (\$6,110 and \$5,340 respectively). This decision would be supporting a funding request outside of the current grant criteria.

Alternative 2 – The cost of raising \$25,000 among all members of the Regional District is estimated at \$.10 cents per \$100,000 of assessment. Under this alternative the City of Nanaimo's assessment would be about \$12,150, with Parksville and Qualicum Beach being assessed \$4,035 (\$2,150 and \$1,885 respectively). This decision would be supporting a funding request outside of the current grant criteria.

Alternative 3 – The Grants-in-Aid committee reviews applications twice a year, the first in-take of applications being solicited in April. A decision by the committee would be made later than the adoption of an amended financial plan by March 31st, 2006. Furthermore, this request raises the question of whether it should be funded regionally or solely by District 69. The Grants-In-Aid committee manages specific allocated amounts for District 68 and District 69 and may need alternative direction from the Board for this specific application.

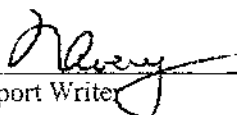
Alternative 4 – This alternative will assist the Board to determine whether changes to the qualifying criteria should be made and whether there is support and justification for a general increase in the amount of grant-in-aid funding.

SUMMARY/CONCLUSIONS:

The Vancouver Island Biosphere Center is requesting support in the amount of \$25,000, as one third funding to develop a business plan. Staff have outlined above the shortcomings of the Regional District model with respect to such one-off funding requests. Our constraints are threefold – firstly, there is no specific service budget which matches the purpose of this request (promotion of eco-tourism and economic development). Secondly, the request does not likely meet the criteria for a general grant-in-aid and thirdly, the general grant-in-aid funds are insufficient to provide this grant without seriously affecting monies available to other worthy applicants. The Board does have the authority to raise additional grant-in-aid funds to provide the requested support, however, this would place the grant clearly outside of the current management process for grants-in-aid.

RECOMMENDATION:

That a decision on the request from the Vancouver Island Biosphere Center be deferred and that staff be directed to review comparative jurisdictions' grants-in-aid criteria, obtain comment and input from the current members of the Grants-In-Aid committee and report the results of the survey to the Board prior to March 31st, 2006.



Report Writer

COMMENTS:



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
QA CCD		McF	
OCT 31 2005			
COW			

MEMORANDUM

TO: Members of the Board **DATE:** October 28, 2005

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

SUBJECT: Amendment to Bylaw 951 – a Bylaw to Provide for the Payment of Development Cost Charges by Installments

PURPOSE:

To introduce for three readings and adoption “District 69 Development Cost Charge Installment Payments Amendment Bylaw No. 951.01”.

BACKGROUND:

A regulation of the *Local Government Act* permits amounts payable for Development Cost Charges to be paid by installments over a three year period. The regulation permits DCC amounts in excess of \$50,000 to be paid in this manner, and a Board may, by bylaw, permit DCC amounts less than \$50,000 to be paid by installments. Bylaw 951 (adopted in 1994) currently authorizes any amount of DCC’s payable to the Regional District to be paid by installments. However, a good portion of Regional District DCC’s are collected within municipal boundaries and the practice has generally been to use their bylaw standard on this point. Our bylaw is considerably more generous and staff now believe that we did not intend to engage in the administrative effort of tracking small amounts and that we should harmonize our bylaws as much as is practical.

The current bylaw standards are as follows:

DCC’s less than \$50,000 payable by installments	Northern Community DCC’s	Southern Community DCC’s
City of Nanaimo	n/a	No
City of Parksville	Yes (\$25,000 and greater)	n/a
Town of Qualicum Beach	No	n/a

Staff are recommending a housekeeping amendment which would redefine the boundary for installments to those DCC bylaws affecting District 69 and which would set the limit for installments in District 69 at \$25,000 or greater. There would henceforth be no reduced value for DCC installments in District 68.

The Town of Qualicum Beach is aware that they may have to consider this amended bylaw when dealing with requests for installments but do not consider it a significant burden.

ALTERNATIVES:

1. Adopt Bylaw 951.01 as amended, to permit DCC amounts of \$25,000 or greater to be paid by installments within District 69.

2. Repeal Bylaw 951 altogether and use the regulation only as the basis for installments.
3. Make no changes to Bylaw 951.

FINANCIAL IMPLICATIONS:

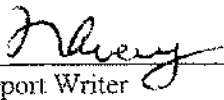
There are no significant financial implications for any of the alternatives. The development industry is familiar with the existing regulation and so requests to pay DCC amounts by way of installments are generally for amounts greater than \$50,000.

SUMMARY/CONCLUSIONS:

A local government may adopt a bylaw which provides for a limit lower than that set by regulation (\$50,000) for the payment of DCC's by installments. Staff have reviewed the approaches by each of our municipal partners who collect DCC's on our behalf and are recommending harmonization as much as possible. The City of Nanaimo uses the regulation only, whereas the City of Parksville permits amounts of \$25,000 or greater to be paid by installments. Staff therefore are recommending that Bylaw 951 be amended to permit a limit of \$25,000 and greater and to redefine the area for applying this limit to District 69.

RECOMMENDATION:

1. That "District 69 Development Cost Charge Installment Payments Amendment Bylaw No. 951.01" be introduced for three readings.
2. That "District 69 Development Cost Charge Installment Payments Amendment Bylaw No. 951.01" having received three readings be adopted.



Report Writer

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 951.01

**A BYLAW TO PROVIDE FOR THE
PAYMENT OF DEVELOPMENT COST
CHARGES BY INSTALLMENT IN DISTRICT 69**

WHEREAS the Regional District of Nanaimo has adopted Bylaw No. 951 which permits amounts payable for Development Cost Charges of less than \$50,000 to be paid by way of installments;

AND WHEREAS the Regional District of Nanaimo wishes to amend Bylaw No. 951 in order to provide consistency for the collection of these charges in District 69;

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

1. By adding a new Section 3 as follows and renumbering Section 3 as Section 4.

Section 3

This bylaw shall be applicable for Development Cost Charges collected under bylaws which are applicable within District 69.

2. By deleting Section 4 as renumbered and substituting the following:

Section 4

Pursuant to B.C. Regulation 166/84 a Developer liable to pay a charge of \$25,000 or greater, pursuant to Section 934 of the *Local Government Act* is hereby authorized to elect to pay it by installments in accordance with B.C. Regulation 166/84.

3. This bylaw may be cited for all purposes as "District 69 Development Cost Charge Installment Payments Amendment Bylaw No. 951.01, 2005".

Introduced and read three times this 22nd day of November, 2005.

Adopted this 22nd day of November, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR



REGIONAL DISTRICT OF NANAIMO	
CHAIR	GM Cms
CAO	GM ES
DA CCD	MoF
OCT 31 2005	
COW	

MEMORANDUM

TO: Members of the Board **DATE:** October 31, 2005

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

SUBJECT: Request to use reserve funds for early payout of firefighting vehicle lease

PURPOSE:

To obtain approval to use \$41,550 from the Errington Fire Department reserve fund for the payout of a vehicle lease.

BACKGROUND:

The Errington Volunteer Fire department entered into a five year lease for a firefighting vehicle in 2003. Their financial plan for the period 2005 to 2010 included paying down the lease before the end of five years using a combination of operating and reserve funds. The department recently reviewed the status of the lease and having identified a greater operating surplus than originally anticipated in 2005; wish to pay down the balance of the lease at the next payment date in November. The total payable is \$66,494 of which \$41,550 will be drawn from the reserve fund and \$24,944 is available from the 2005 annual budget. Leases with the Municipal Finance Authority Leasing Corporation may be retired at any time before the end of the lease without penalty.

ALTERNATIVES:

1. Approve the use of \$41,550 from the Errington Fire Department reserve fund as a source of funds to pay out a vehicle lease with the Municipal Finance Authority.
2. Do not approve the use of the reserve funds.

FINANCIAL IMPLICATIONS:

The department has worked closely with staff on their financial plan projections and this transaction is accounted for within that plan. There is no compelling reason to not to pay out the lease as proposed.

SUMMARY/CONCLUSIONS:

The Errington Volunteer Fire department wishes to make an early payout on a vehicle lease with the Municipal Finance Authority. They propose applying \$24,944 from the 2005 budget, which they estimate will be surplus to their operating needs and \$41,550 from their vehicle reserve fund. The original intent was to pay off the lease early in 2006; however, a recent review with staff suggests that there is a slight financial advantage to be gained by completing the transaction in 2005. Leases with the Municipal Finance Authority Leasing Corporation may be retired at any time before the end of the lease without penalty.

RECOMMENDATION:

That the Board authorize the use of \$41,550 from the Errington Fire Department reserve fund to assist in paying down their vehicle lease with the Municipal Finance Authority.


Report Writer

COMMENTS:



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
OCT 31 2005			
Cew			

MEMORANDUM

TO: Members of the Board **DATE:** October 14, 2005

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

SUBJECT: Extension Fire and Nanaimo River Fire Protection Services Boundary Amendment

PURPOSE:

To introduce for first three readings:


- "Extension Fire Protection Service Boundary Amendment Bylaw No. 1439.01, 2005"
- "Nanaimo Fire Protection Service Boundary Amendment Bylaw No. 1440.01, 2005"

BACKGROUND:

The Extension Fire Protection Service area boundaries were recently extended to include new properties along Nanaimo River and South Forks Roads. The Nanaimo River Fire Protection Service was established at the same time to provide for borrowing funds to construct a firehall and purchase equipment for the additional properties. It has since been noticed that one property was included in error. These bylaws are housekeeping amendments to correct that situation.

RECOMMENDATION:

1. That "Extension Fire Protection Service Boundary Amendment Bylaw No. 1439.01, 2005" be introduced for first three readings and be forwarded to the Ministry of Community Services for approval.
2. That "Nanaimo River Fire Protection Service Boundary Amendment Bylaw No. 1440.01, 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. 1439.01

**A BYLAW TO AMEND THE BOUNDARIES OF THE
EXTENSION FIRE PROTECTION SERVICE**

WHEREAS the Board of the Regional District of Nanaimo did by Bylaw No. 1439 convert to a service and extend the boundaries of the Extension Fire Protection Service Area;

AND WHEREAS the property legally identified as Section 8, Range 2, Cranberry District was inadvertently included within the boundaries;

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

1. The boundaries of the "Extension Fire Protection Service Area" created by Bylaw No. 1439, are amended to exclude the property legally described as Remainder of Section 8, Range 2, Cranberry Land District, Folio 768-029019.494 shown outlined on Schedule 'A' attached hereto
2. The amended boundaries of the service area are shown outlined on Schedule 'B' attached to and forming a part of this bylaw.
3. This bylaw may be cited as "Extension Fire Protection Service Boundary Amendment Bylaw No. 1439.01, 2005".

Introduced and read three times this 22nd day of November, 2005.

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

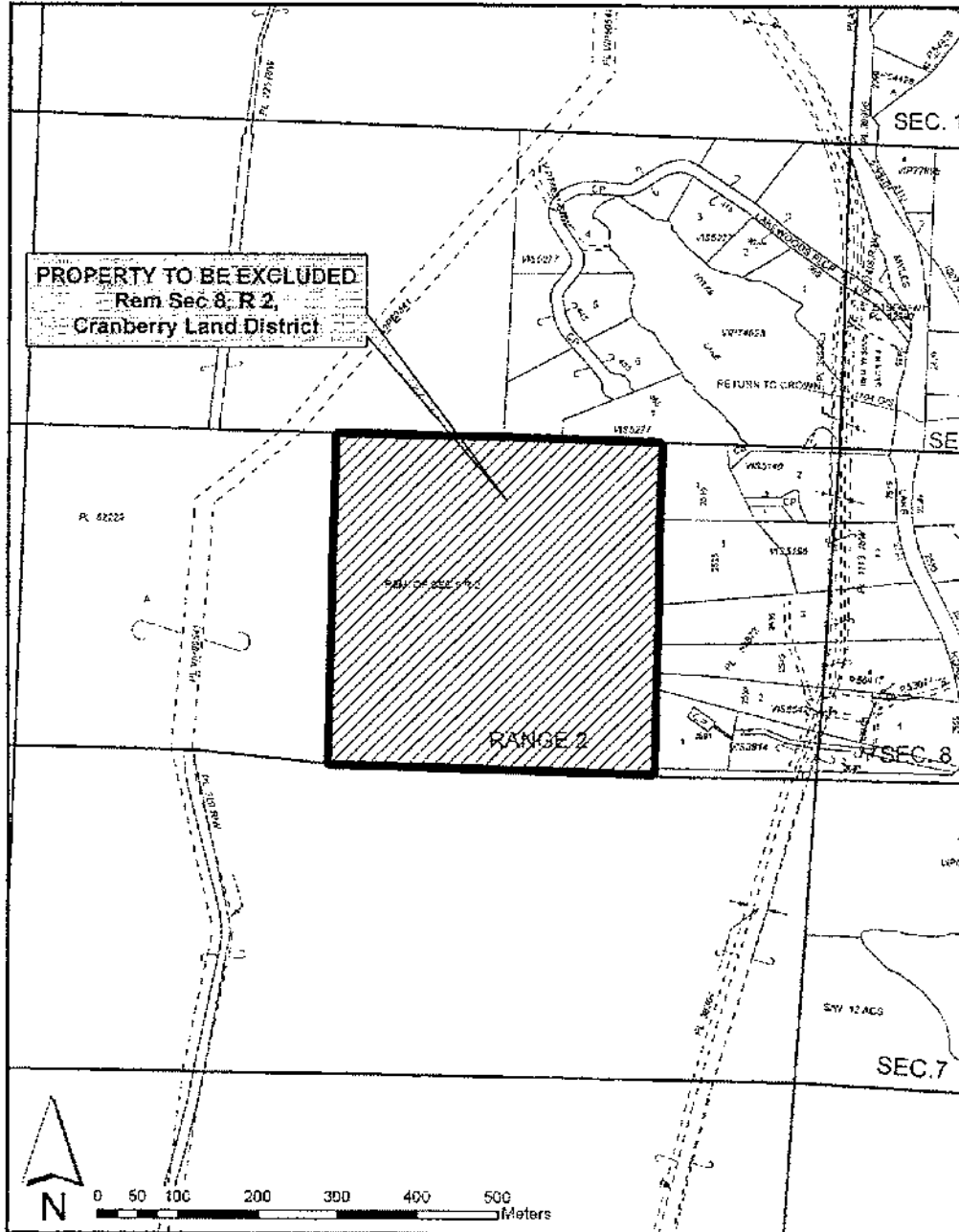
Adopted this ____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator



BCGS MAPSHEET NO. 925.001.33

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1440.01

**A BYLAW TO AMEND THE BOUNDARIES OF THE
NANAIMO RIVER FIRE PROTECTION SERVICE**

WHEREAS the Board of the Regional District of Nanaimo did by Bylaw No. 1440 create the Nanaimo River Fire Protection Service area;

AND WHEREAS the property legally identified as Section 8, Range 2, Cranberry District was inadvertently included within the boundaries;

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

1. The boundaries of the "Nanaimo River Fire Protection Service Area" created by Bylaw No. 1440, are amended to exclude the property legally described as Remainder of Section 8, Range 2, Cranberry Land District, Folio 768-029019.494 shown outlined on Schedule 'A' attached hereto.
2. The amended boundaries of the service area are shown outlined on Schedule 'B' attached to and forming a part of this bylaw.
3. This bylaw may be cited as "Nanaimo River Fire Protection Service Boundary Amendment Bylaw No. 1440.01, 2005".

Introduced and read three times this 22nd day of November, 2005.

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

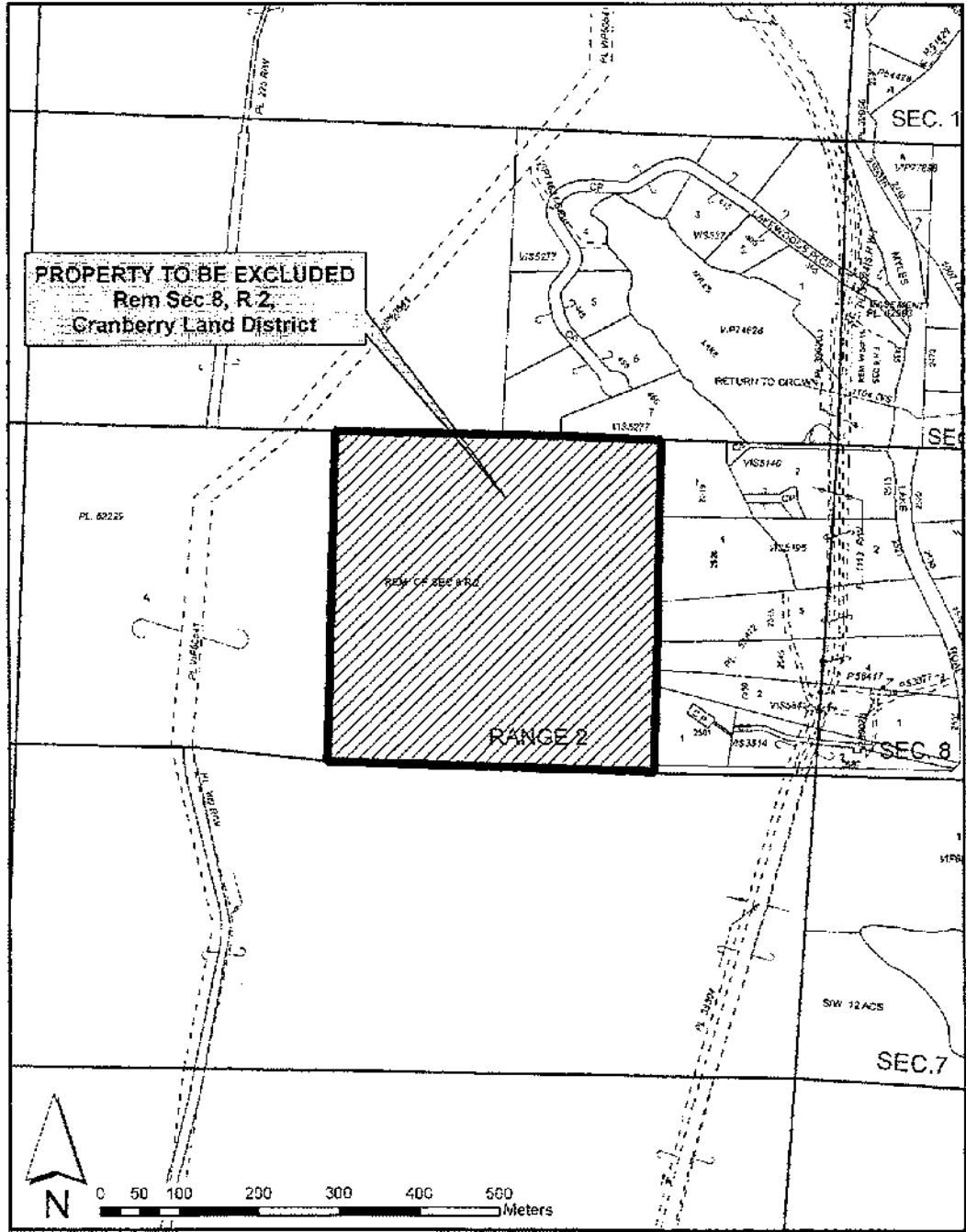
Adopted this ____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator



BCGS MAPSHEET NO. 62G.501.3



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>AA</i>	McF	
OCT 28 2005			
<i>LOW</i>			

MEMORANDUM

TO: Members of the Board

DATE: October 28, 2005

FROM: N.Avery
Manager, Financial Services

FILE:

SUBJECT: Lease agreement for ambulance station located at the Bow Horn Bay firehall site.

PURPOSE:

To authorize entering into a lease agreement with British Columbia Buildings Corporation with respect to an ambulance station located at the Bow Horn Bay firehall site.

BACKGROUND:

The Bow Horn Bay Improvement District entered into an agreement some years ago to permit the BC Ambulance Service to locate a crew quarters trailer on their site and to use one vehicle bay in the firehall for storage of an ambulance vehicle. Staff have been working with the British Columbia Buildings Corporation (BCBC) the agent of the ambulance service, to transfer the lease agreement to the Regional District of Nanaimo. We have concluded our discussions and are ready to execute an agreement.

The document attached to this report is BCBC's standard lease agreement and provides a five year term of rates. The rents identified on page 9 of the agreement offset a portion of building operating costs of the firehall – the land on which the crew quarters is located is offered at no additional cost. The terms and conditions of this lease have been reviewed with the fire department and they have agreed with them.

ALTERNATIVES:

1. Authorize the Chairperson and Deputy Administrator to execute the lease agreement with BCBC for the use of portions of the Bow Horn Bay Fire service firehall and land for locating housing and equipment operated by the BC Ambulance Service.
2. Amend the lease agreement and authorize it as amended.

FINANCIAL IMPLICATIONS:


The lease agreement contains appropriate language for indemnity and liability insurance and offers a fair rate of rent for the use of the premises.

SUMMARY/CONCLUSIONS:

Staff have been working with BCBC over the course of a year to transfer and update an existing lease arrangement for the BC Ambulance Service at the Bow Horn Bay Firehall site. The lease covers the location of a crew quarters trailer on a portion of the site and the use of a vehicle bay in the firehall for storage of an ambulance. The document provided is a standard lease agreement and offers a fair rate of rent for the use of the premises. Staff recommend executing the lease as presented.

RECOMMENDATION:

That the Chairperson and Deputy Administrator be authorized to execute the lease agreement with BCBC for the use of portions of the Bow Horn Bay Fire service firehall and land for locating housing and equipment operated by the BC Ambulance Service.


Report Writer

COMMENTS:

INDENTURE OF LEASE

BETWEEN

**Regional District of Nanaimo
Main Administration
6300 Hammond Bay Road
Nanaimo, British Columbia
V9T 6N2**

OF THE FIRST PART
(Landlord)

and



**BRITISH COLUMBIA BUILDINGS CORPORATION
3350 DOUGLAS STREET
VICTORIA, BRITISH COLUMBIA
V8Z 3L1**

OF THE SECOND PART
(Tenant)

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STANDARD FORM LEASE

THIS LEASE made in triplicate this _____ day of _____ 20_____

BETWEEN

**Regional District of Nanaimo
Main Administration
6300 Hammond Bay Road
Nanaimo, British Columbia
V9T 6N2**

(hereinafter referred to as the "Landlord")

OF THE FIRST PART

AND



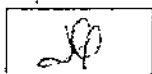
**BRITISH COLUMBIA BUILDINGS CORPORATION
3350 DOUGLAS STREET
VICTORIA, BRITISH COLUMBIA
V8Z 3L1**

(hereinafter referred to as the "Tenant")

OF THE SECOND PART

In consideration of the covenants, agreements and conditions herein contained, the parties agree as follows:

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ARTICLE 1 - PREMISES AND TERM

1.01 DEMISE

The Landlord demises and leases to the Tenant the Premises, as more particularly described and outlined in Schedule "A" attached hereto, comprising an area of 400 square feet, more or less, located on the following floor(s):

400 square feet on the main floor;

of that Building situated at 220 Lions Way, Qualicum Beach, BC

(Municipal/civic address)

1.02 HABENDUM AND COMMENCEMENT

To have and to hold the Premises for and during the Term of **Five (5)** year(s) from the Commencement Date. If the Landlord is not able to deliver the Premises on the Commencement Date, then this Lease may forthwith at the Tenant's sole discretion, be terminated and any monies paid by the Tenant to the Landlord shall be forthwith refunded without any deduction or set-off.

ARTICLE 2 - DEFINITIONS

2.01 BASE YEAR (OPERATING COSTS)

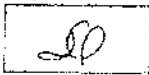
"Base Year (Operating Costs)" means the operating costs incurred during the period of TWELVE (12) months commencing on the later of either the Commencement Date, or the date when the Building will have achieved an occupancy rate of at least EIGHTY FIVE (85%) percent of the Total Rentable Area.

2.02 BASE YEAR (TAXES)

"Base Year (Taxes)" means the taxes assessed during the period of twelve months commencing on the later of either the Commencement Date, or the date in the taxation year following the Commencement Date in which the taxes levied and assessed against the land and the building(s) are so levied and assessed on the basis that the building(s) are fully completed for the whole of such year, without rebate or concession. In determining the Base Year (Taxes), a pro-rata adjustment of two ensuing taxation years may be necessary.

2.03 BUILDING

"Building" means the land and building of which the Premises form a part.

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2.04 COMMENCEMENT DATE

"Commencement Date" shall be the later of:

- a) First day of November, 2004; OR
- b) DELETED

2.05 MUNICIPAL TAXES

"Municipal Taxes" means the substantiated aggregate of all property, utility and local improvement taxes or similar charges, duties, rates and assessments save and except business, machinery and equipment taxes charged or levied by any lawful authority against the Building. The Tenant shall not be responsible for increases in the Municipal Taxes resulting from additions or improvements made to the Building by persons other than the Tenant or not requested by the Tenant.

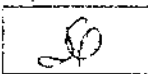
2.06 OPERATING COSTS

"Operating Costs" means the substantiated direct cost to the Landlord of ordinary non-capital expenditures incurred only in connection with the operation of the Building as itemized in column (b) of Schedule "B" attached hereto, and the costs of services provided by the Landlord but paid for by the Tenant as itemized in column (c) of the said Schedule "B", including, as the context may require, costs for:

- (1) preventative servicing and minor repairs of the heating, ventilating and air-conditioning (HVAC) system;
- (2) water and sewer rates;
- (3) electric power, save and except for power factor surcharges;
- (4) heating;
- (5) snow and garbage removal;
- (6) landscaping and common area maintenance;
- (7) cleaning and maintenance of the interior of the Building;
- (8) preventative servicing and minor repair of elevator(s);

and excluding costs for:

- (i) maintenance of parking lot;
- (ii) other maintenance of elevator(s), HVAC, mechanical, electrical, plumbing and utility systems;
- (iii) security services;

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(iv) structural maintenance and repairs, including plate glass replacement;

Amounts normally charged to depreciation, interest on debt or capital retirement of debt, and all Landlord oriented operating costs, such as management, legal, accounting and rental agent fees shall not be included in calculating Operating Costs.

2.07 PREMISES

"Premises" means the area of approximately 400 square feet, of which

400 square feet is located on the main floor;

as may be more particularly indicated in a distinguishing colour on the plan of that portion of the Building which is outlined in red and attached to Schedule "A".

2.08 PROPORTIONATE SHARE

"Proportionate Share" means a fraction, the numerator of which represents the Premises and the denominator of which is the Total Rentable Area of the Building, which areas shall be determined according to the standard method of measurement approved at the time of execution hereof by the Building Owners and Managers Association International, and which is 100.00%. In the event that the Building may be subject to multiple-purpose tenancies, due weight and consideration shall be given to the use and benefits derived or being derived by respective classes of tenancies in ascribing the proportionate share factor to the Premises.

2.09 TENANT IMPROVEMENTS

"Tenant Improvements" means the improvements to be made to the Premises as may be more particularly set forth in Schedule "D" attached hereto.

2.10 TERM

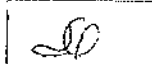
"Term" means the period of time described in Paragraph 1.02 and shall be construed, if necessary, to include any term resulting from the exercise of the option to renew in Paragraph 4.09.

2.11 TERM YEAR

"Term Year" means a ONE (1) year period commencing on the Commencement Date and running one full year thereafter and each subsequent one year period thereafter until termination.

2.12 TOTAL RENTABLE AREA

"Total Rentable Area" means the aggregate of all areas in the Building which are rented or available for rental and which is 400 square feet.

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ARTICLE 3 - RENT AND OTHER CHARGES

3.01 RENT

The Tenant shall pay to the Landlord, Rent over the whole of the Term, of **Forty-Six Thousand Five Hundred And 00/100 dollars (\$46,500.00)** payable in advance in equal monthly installments at the first of each and every month during the Term of:

- YEAR 1: Seven Hundred Twenty Five dollars (\$725.00);**
- YEAR 2: Seven Hundred Fifty dollars (\$750.00);**
- YEAR 3: Seven Hundred Seventy Five dollars (\$775.00);**
- YEAR 4: Eight Hundred Dollars (\$800.00);**
- YEAR 5: Eight Hundred Twenty Five Dollars (\$825.00);**

commencing either with the Commencement Date or on the first day of the first month following completion of the execution of the Lease by all the parties thereto, together with any retro-active payments that may be necessary flowing from the Commencement Date. The Rent for the Premises is at the rate of:

- YEAR 1: \$21.75 per square foot per year;**
- YEAR 2: \$22.50 per square foot per year;**
- YEAR 3: \$23.25 per square foot per year;**
- YEAR 4: \$24.00 per square foot per year;**
- YEAR 5: \$24.75 per square foot per year;**

In no event shall the Tenant be responsible for any escalation in the Rent or in any other amounts to be payable by the Tenant hereunder in the first year of the Term.

3.02 TAXES

(A) TAXES INCLUDED IN RENT

In accordance with column (b) of Schedule "B", the Rent throughout the Term is totally inclusive of Taxes, and the Tenant shall bear no liability for Taxes or any escalation thereof during the Term.

(B) TAX ESCALATION OVER BASE YEAR - DELETED

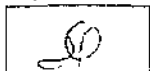
(C) PROPORTIONATE SHARE OF TAXES - DELETED

3.03 OPERATING COSTS

(A) OPERATING COSTS INCLUDED IN RENT

In accordance with Column (b) of Schedule "B", the Rent throughout the Term is inclusive of all Operating Costs, and the Tenant shall bear no liability for Operating Costs or any escalation thereof during the Term.

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(B) OPERATING COSTS ESCALATION OVER BASE YEAR - DELETED

(C) PROPORTIONATE SHARE OF OPERATING COSTS

The Tenant shall also pay monthly to the Landlord a Proportionate Share of the Operating Costs as identified in column (c) of Schedule "B", 1/12th of 85% of the Landlord's reasonable estimated annual budget. If the Tenant is the sole tenant in the Building, receipted invoices may be submitted as documentation for the amounts claimed. If there be other tenants in the Building, the Landlord shall substantiate the amount required to be paid by the Tenant hereunder on the basis of certified statements supported, upon Tenant's request, by appropriate receipted invoices. The annual reconciliation to actual costs must be submitted within ONE HUNDRED AND EIGHTY (180) days from the end of the Term Year to which they apply, and the difference shall be paid by the Tenant within SIXTY (60) days of receipt. If there is a credit to the Operating Costs, the credit shall be taken from the Operating Costs payment and/or rent payment next following receipt. **The Landlord's estimate of Operating Costs for the first year of the Term is \$1.14 per square foot.**

3.04 RECORDS

During the term of this Lease, as the same may be renewed, and for a period of not less than TWENTY-FOUR (24) months after the expiration or sooner determination of the said Term,

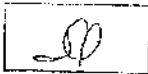
- a) the Landlord shall, keep and maintain full and complete records of expenses and costs incurred for the Building and the Premises together with proper records of all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto; and
- b) at all reasonable times and from time to time the Landlord shall make all such records available to the Tenant, or to persons acting on its behalf, for inspection and audit and for the purpose of making copies thereof and taking extracts therefrom and shall furnish to such persons any and all information which they may require from time to time in connection therewith.

3.05 ESTOPPEL

If, within TWELVE (12) calendar months of the conclusion of each year, or any period for which an accounting under paragraphs 3.02 and 3.03 may have been due, the Landlord does not give an itemized and specific notice to the Tenant of any amounts payable by the Tenant, the Landlord shall be estopped from demanding payment therefore and in pursuing any remedies available to the Landlord for said amounts.

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ARTICLE 4 - GENERAL COVENANTS

4.01 QUIET ENJOYMENT

The Landlord covenants with the Tenant for quiet enjoyment.

4.02 USE OF PREMISES

The Tenant may use the Premises to provide accommodation for the Crown provincial and its agents or agencies, corporate or otherwise, and the Landlord warrants and covenants that the Premises are suitable for such use.

4.03 ACCESS

The Tenant, its sub-tenants and their respective servants, agents, employees, licensees and invitees shall have the right in common with other occupants of the Building to pass, repass and utilize all common areas including corridors, lobbies, washrooms, stairways, elevators and passages and over the lands of the Building for the purposes of ingress, egress and full enjoyment of the Premises, parking and other facilities in use by the Tenant.

4.04 LANDLORD'S OBLIGATIONS

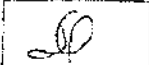
The Landlord shall promptly pay all Municipal Taxes levied against the Building, together with all fuel, utility and other charges, of any nature whatsoever, for which the Landlord is responsible. The Landlord shall maintain the Building at those standards specified in the Occupational Environment Regulations of the Workplace Act, S.B.C., 1985, c. 34, and also to provide and pay for the further Landlord's services set down in Schedule "C" and Supplement(s) to this Lease.

4.05 COMPLY WITH LAWS

The Landlord shall comply at all times during the Term hereof with all laws, statutes, by-laws, ordinances, regulations or other lawful requirements of any governmental authority having jurisdiction, and the Landlord warrants and covenants that the Premises comply now and shall comply during the term with such laws and regulations.

4.06 ALTERATIONS

The Tenant shall be able, with the prior written consent of the Landlord, (which consent shall not be unreasonably withheld or delayed) to make such alterations or additions to the Premises as it may from time to time request in writing and as are required for the conduct of its business. If the Landlord does not respond within THIRTY (30) days to such a request, consent will be deemed to have been given.

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4.07 NOTIFICATION OF SALE OR ASSIGNMENT AND ACKNOWLEDGEMENT

If at any time during the Term hereof the Building or the Landlord's interest therein or in this Lease shall be assigned, mortgaged or sold to any third party, the Landlord shall, within FOURTEEN (14) days following the execution and delivery by the Landlord of any assignment or documents of mortgage or sale, deliver to the Tenant a notice in writing of the making of such assignment, mortgage or sale and the effective date thereof and shall obtain an agreement from the assignee, mortgagee or purchaser, as the case may be, acknowledging and confirming the Rent, the Term and the other covenants, obligations and conditions of this Lease.

4.08 DIRECTIONS AS TO EMERGENCY AND PAYMENTS *Steve Anderson (Fire Chief)*

(a) In case of emergency the Landlord designates ~~Nancy Avery~~, telephone number ~~(250) 390-4111~~ *(50) 757-9482* as his representative, and the Tenant designates **BLJC Workplace Solutions Inc.**, telephone number **1-877-222-3112** as its representative.

(b) Until further written notice the Landlord designates **the Landlord** as the recipient for Rent and other amounts payable under the Lease.

4.09 OPTION TO RENEW

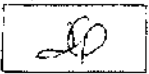
(a) Commencing on the expiration of the Term hereof, the Tenant may renew this Lease for an additional term of **five (5) years** (hereinafter called the "Renewal Term")

(i) **DELETED**



(ii) **DELETED**

(iii) at a Rent to be negotiated at the time of renewal and before the expiration of the Term and otherwise upon the same terms and conditions as contained herein, save that of further renewal. If the parties hereto can not agree upon the Rent before the expiration of the Term, the parties agree to resort to binding arbitration in accordance with the provisions of the Commercial Arbitration Act, S.B.C. 1986, c.3, and shall be predicated upon the current market value rentals for comparable space, and disregarding in the ascertainment of the new rental rate improvements made to the Premises by or at the expense of the Tenant.

(b) The Tenant may exercise this option to renew only by delivering or mailing to the Landlord by registered mail written notice of its intention to exercise such option not later than **THREE (3) months** immediately preceding the last day of the Term.

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4.10 SUBLETTING

The Landlord covenants and agrees that the Tenant may sublet the Premises to Ministries or agencies of the Provincial Government and Provincial Crown Corporations. The Tenant may not otherwise sublet the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

ARTICLE 5 - INSURANCE, REPAIRS AND DEFAULT

5.01 LANDLORD'S COVENANT TO INSURE

The Landlord shall obtain, maintain and pay for insurance on the Building, excluding all chattels of the Tenant and of its subtenants against loss or damage by fire and extended coverage perils. Such insurance shall contain a waiver of subrogation by insurers against the Tenant and its subtenants. The Landlord further agrees to obtain and maintain Public Liability Insurance for an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence.

5.02 TENANT NOT TO AFFECT INSURANCE

The Tenant shall not do or permit anything to be done which causes the Landlord's cost of insuring the Building to increase. Any increase in insurance costs to the Landlord resulting from a breach of this covenant shall be borne by the Tenant.

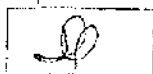
5.03 LANDLORD TO ENSURE OTHER TENANTS WILL NOT AFFECT INSURANCE

The Landlord shall ensure that any and all tenants of space within the Building during the term hereof shall be bound by a covenant identical in its effect to that covenant contained in Article 5.02. In the absence of such covenant, the Landlord will hold the Tenant herein safe and harmless from any resulting increase in the cost of insuring the Building.

5.04 LANDLORD'S COVENANT TO REPAIR

The Landlord covenants at its sole cost and expense, subject to the provisions of Article 5.05, to maintain the Building and its HVAC, mechanical, electrical, plumbing and utility systems in good repair and operating condition, and upon receipt of written notice from the Tenant, to remedy promptly any defects in the Building and its systems.

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5.05 REPAIR IN THE EVENT OF DAMAGE

If the Premises are damaged by fire or any other hazard such that the Premises are rendered untenable or convenient access is prevented, then if such damage is capable of repair within NINETY (90) days the Landlord shall, within THIRTY (30) days of the occurrence of the damage, initiate that repair and forthwith allow an abatement of the Rent which recognizes the nature and extent of the damage, or inconvenience, until such time as the Premises have been rebuilt or access restored. If the Landlord does not initiate the restoration of the Premises or access within the said THIRTY (30) days, or having commenced the restoration, does not proceed to complete it with reasonable dispatch, then the Tenant may give the Landlord FOURTEEN (14) days notice and thereafter may terminate this Lease forthwith. If the damage is severe enough to preclude the reoccupation of the Premises by the Tenant for a period in excess of NINETY (90) days, either party may, within THIRTY (30) days of the occurrence of the damage, serve notice upon the other of the immediate termination of this Lease.

5.06 TENANT'S RIGHT TO PERFORM

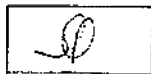
If the Tenant delivers to the Landlord written notice of default in any of the services to be provided by the Landlord hereunder, and the Landlord fails to remedy such default:

- (a) within SEVENTY-TWO (72) hours from and after delivery of such written notice; or
- (b) within such period less than SEVENTY-TWO (72) hours from and after delivery of such written notice as will ensure that the Tenant suffers no loss or damage if, by reason of the nature of such default, the Tenant may reasonably be expected to suffer loss or damage if such default is not remedied within a period less than SEVENTY-TWO (72) hours,

then and in any and every such event, the Tenant may without further notice to the Landlord take such steps as may, in the sole judgement of the Tenant, be necessary to remedy such default, and without limiting any of the Tenant's remedies at law or in equity, all costs incurred by the Tenant in remedying any such default of the Landlord shall be charged to and paid by the Landlord and, if the Landlord fails to pay such cost on demand, the Tenant shall be entitled either to deduct the same from the Rent or any other amounts payable hereunder by the Tenant to the Landlord, or to withhold the payment of Rent or any other amounts payable to the Landlord until such time as the default shall have been cured or the Tenant shall have recovered all its costs in remedying the default.

5.07 TENANT'S COVENANT TO REPAIR

The Tenant's covenant to repair shall extend only so far as to its undertaking not to overload any floors. The Tenant shall allow the Landlord to enter the Premises at any reasonable time for the purpose of inspecting the Premises and making necessary repairs.



5.08 NOTIFICATION OF DEFECTS

The Tenant shall promptly give the Landlord notice of any accident, defect or damage within the Building, Premises, systems or services for which the Landlord has an obligation under this Lease and which have come to the Tenant's attention.

ARTICLE 6 - TERMINATION AND SURRENDER

6.01 TERMINATION AND HOLDING OVER

Unless renewed pursuant to paragraph 4.09 the Term herein granted shall expire by effluxion without further notice from either party to the other, provided always that in the event the Tenant shall continue to occupy the Premises after the expiration of the Term and if the Landlord shall accept Rent without any further written agreement, the tenancy shall be a monthly tenancy at the Rent herein mentioned and on the terms and conditions herein set out except as to the length of the tenancy.

6.02 ANNEXATION OF TENANT'S FIXTURES

The Tenant and the Landlord agree that any alterations, improvements and fixtures made to or installed upon the Premises at the expense of the Tenant other than reasonably moveable fixtures shall, immediately upon affixation, be deemed to be annexed to the Building and become the Landlord's repair liability under Article 5.04. Such fixtures shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease unless the Landlord and the Tenant otherwise agree.

6.03 SURRENDER

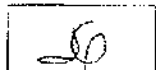
The Tenant shall surrender the Premises at the expiration or sooner termination, of the Term, in good repair (together with such alterations and chattels as the Tenant may elect to leave if any) to the Landlord, reasonable wear and tear, damage from fire, storm, tempest and other casualty, removal of alterations and chattels only excepted, and the Tenant shall not be liable to pay compensation or to make any other payment to the Landlord in respect of restoration or repair of the Premises.

ARTICLE 7 - MISCELLANEOUS

7.01 MUTUAL INDEMNITY

The Landlord and Tenant shall indemnify each other against all claims, actions, causes of action, loss, damage, expense and costs, whatsoever, made by any person arising out of or resulting directly or indirectly and whether by reason of negligence or otherwise, from the performance, default of performance, or, remedying of any default by any party hereto of its covenants and obligations under this Lease.

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7.02 NOTICES

Any notices required pursuant to the terms of this Lease shall be in writing and may be delivered personally or sent by certified, registered or prepaid mail, and if so mailed shall be deemed to have been given THREE (3) days following the date upon which it was mailed. Any notice given during a strike, lockout or other labour disturbance at the Post Office shall be delivered and not mailed.

7.03 SAVING

Notwithstanding anything contained in this Lease to the contrary, the Landlord shall not be entitled to and shall not exercise any of its rights or remedies against the Tenant by reason of any default or breach of any covenant or agreement of this Lease unless and until the Landlord shall first have given to the Tenant written Notice of such default, stating the nature thereof, and giving the Tenant reasonable time within which to cure the default or breach.

7.04 SET-OFF

Without restricting any right of set-off given or implied by law, the Tenant may set-off against the Rent or against any other sums payable hereunder by the Tenant to the Landlord, any amount payable by the Landlord to the Tenant hereunder or under any other leases or contracts, and, without restricting the generality of the foregoing, the Tenant may, when making payment of Rent or of any other sum, withhold any amount which is then payable to the Tenant by the Landlord under this Lease or which, by virtue of the right of set-off, may be retained by the Tenant.

7.05 NO WAIVER

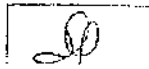
The remedies of the Landlord or the Tenant under this Lease are cumulative and the exercise or non-exercise by either party of any right or remedy for the breach of any covenant or agreement herein contained, or the acceptance of any monies owing hereunder, shall not be deemed to be a waiver or to alter, affect or prejudice the right or remedy to which either party may be lawfully entitled and any waiver granted in one case shall not be deemed to be a waiver of any subsequent default or breach.

7.06 COVENANTS AND AGREEMENTS

All the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each provision hereof. Should any provision or provisions of this Lease be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions as though the said illegal or unenforceable provision(s) had never been included.

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7.07 ENTIRE AGREEMENT

No other stipulation, agreement or undertaking, oral or otherwise, of the parties or of their agents shall be valid or enforceable unless made in writing, initialed by both parties and incorporated by reference into this Lease or attached to this Lease.

7.08 INTERPRETATION

Wherever the singular, masculine or neuter is used in this Lease that gender shall be deemed to include the plural or the feminine or body politic or corporate and the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them where the context or the parties so require.

7.09 SUCCESSORS

This Lease shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns as the case may be.

7.10 TIME OF ESSENCE

Time is of the essence of this Lease.


7.11 REDUCTION IN SPACE - DELETED

7.12 ASBESTOS

The Landlord covenants and warrants that the Premises at the commencement and throughout the Term hereof are and shall be free of any asbestos material. The Tenant shall notify the Landlord in writing within thirty (30) days after discovery of any failure to comply with the foregoing. Should the Landlord fail, after receipt of notice, to make correction to the reasonable satisfaction of the Tenant within the period of time specified by the Tenant, the Tenant shall have the right at its option and without incurring any liability therefore either to remove and/or contain the asbestos and to deduct all costs occasioned to the Tenant as a result thereof, or to terminate this Lease at no cost to the Tenant. The rights and remedies of the Tenant in this Section are in addition to any other rights and remedies provided by law and this Agreement.

7.13 GOODS AND SERVICES TAX CERTIFICATION CLAUSE

This is to certify that the property and/or services ordered/purchased hereby are for the use of and are being purchased by British Columbia Buildings Corporation with Crown funds and are therefore not subject to the Goods and Services Tax.

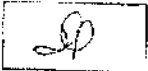
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7.14 ASSIGNMENT OF LEASE

Notwithstanding anything herein contained to the contrary, the Landlord agrees that the Tenant may assign this Lease to Her Majesty the Queen in Right of British Columbia.

10/11/05

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IN WITNESS WHEREOF the duly authorized signatories of the Tenant and the Landlord have executed this Agreement as of the date set out above.

LANDLORD:

REGIONAL DISTRICT OF NANAIMO

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SIGNED, SEALED AND DELIVERED
by the Landlord in the presence of:

Signature of Witness

Name of Witness

Signature of Landlord


Address of Witness

TENANT:

BRITISH COLUMBIA BUILDINGS CORPORATION

By: _____
Authorized Signatory

By: _____
Authorized Signatory

British Columbia Buildings Corporation
18-Oct-05 Approved to Form: 
L10870

Landlord	Tenant



REGIONAL DISTRICT OF NANAIMO	
CHAIR	
CAO	
DA CEO	
OCT 31 2005	
cow	

**MEMORANDUM
NANAIMO REGIONAL
HOSPITAL DISTRICT**

TO: Members of the Board **DATE:** October 31, 2005

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

SUBJECT: Regional Hospital District 2006 Provisional Budget

PURPOSE:

To introduce the 2006 Provisional Budget for the Regional Hospital District.

BACKGROUND:

The Regional Hospital District funds capital equipment and capital projects for local facilities.

At this time one major capital project is underway - the perinatal (obstetrics and high risk nursery) portion of the expansion at the Nanaimo Regional General Hospital (Phase II). The surgical portion of the project was officially opened earlier this year. The tender award for the perinatal wing was approved earlier in October and completion is targeted for February 2007. The project budget is approximately \$38,000,000, with funding of \$11.7 million coming from the Regional Hospital District and \$4 million provided by the Hospital Foundation. The timing of completion and entering into long term debt has been the overriding background behind the Hospital District budget since the year 2000.

The annual budget provides an allowance for capital equipment/projects costing less than \$100,000. The Health Authority pools Regional Hospital District funding, Provincial/Federal envelope funding and Foundation funds for these lower cost items which generally entail replacement of equipment at the end of their useful life. In 2005 the equipment allowance was \$2.133 million. VIHA is requesting a slightly lower \$2 million allowance for 2006.

The Regional Hospital District cost shares in capital equipment/projects costing more than \$100,000. The Phase II expansion is the largest such initiative in recent years. Capital items costing more than \$100,000 are generally shared 60% by the Vancouver Island Health Authority and 40% by the Regional Hospital District and are financed by borrowing. In 2005 the Board approved a total of \$1.134 million for these items; for 2006 VIHA is requesting the Regional Hospital District contribute \$815,000 for cost shared capital over \$100,000.

The 2006 budget presented with this report includes a 4.0% increase in property taxes to cover the increased cost of financing long term debt (primarily related to the surgical/obstetrical expansion at NRGH), a minor capital equipment allowance of \$2.004 million (a decrease of 6% from 2005) and an allowance to borrow up to \$815,000 for capital equipment items costing more than \$100,000.

In 2005 staff projected that property taxes would rise by 3.5% in 2006. This proposed change reflects a slightly lower carry forward surplus and slightly higher current debt servicing as the Phase II project is partially complete.

ALTERNATIVES:

1. Approve the 2006 provisional Regional Hospital District budget as presented.
2. Consider amendments to the provisional budget and approve an amended budget.

FINANCIAL IMPLICATIONS:

The 2006 budget is largely consistent with staff's prior projections. Appendix A attached to this report projects Hospital District tax requisitions to 2011 based on recent information provided to staff. Tax requisitions are projected to remain at the 3.5% to 4% level annually to 2010, at which time considerable long term debt will be retired and there is a potential to reduce annual increases to a lower level. Appendix A also illustrates that commencing in 2010 budget room is available to set aside future reserves or to increase current allowances for capital improvements (2010 - \$100,000; 2011 \$1,000,000).

The Hospital District budget is largely a financing vehicle for hospital capital items and as such there are few alternatives to increasing tax requisitions to cover those costs.


SUMMARY/CONCLUSIONS:

Regional Hospital District's are required to approve a provisional budget. Staff are recommending a budget which raises \$5,232,920 in property tax revenues for 2006 – an increase of 4% over 2005. As noted above and in earlier reports, the increase is largely a result of finalizing long term debt for the surgical/obstetrical expansion at the Nanaimo Regional General Hospital. The projections provided in Appendix A show that increases of 3.5% to 4.0% annually will be required until 2011 when significant long term debt is retired. The Vancouver Island Health Authority is requesting somewhat less for annual allowances for both minor capital (less than \$100,000) and major capital (over \$100,000) in 2006 than in 2005. The 2006 allowance for minor capital is \$2.004 million and the allowance for major capital is \$815,000.

RECOMMENDATION:

1. That a 2006 Regional Hospital District provisional budget be approved with the following components:

Property tax requisition	\$	5,232,920
Minor capital equipment grants (from current property taxes)	\$	2,004,800
Major capital equipment grants (borrow up to)	\$	815,000



Report Writer

COMMENTS:

Report - Hospital district 2006 provisional budget (Nov 2005).doc

**NANAIMO REGIONAL HOSPITAL DISTRICT
BUDGET PROJECTIONS**

	2005 Approved 2.5%	2006 Provisional 4.0%	2007 4.0%	2008 3.5%	2009 3.5%	2010 3.5%	2011 2.5%
Revenues							
Property taxes	5,031,655	5,232,921	5,442,238	5,632,716	5,829,861	6,033,907	6,184,754
Grants in lieu	26,000	26,000	26,000	26,000	26,000	26,000	26,000
Interest	53,000	53,000	53,000	53,000	53,000	53,000	53,000
	5,110,655	5,311,921	5,521,238	5,711,716	5,908,861	6,112,907	6,263,754
Expenditures							
Administration	8,325	8,495	8,668	8,844	9,024	9,207	9,394
Debt payments	3,117,790	3,576,341	3,884,408	3,681,920	3,770,966	3,793,178	3,142,758
New project capital/reserves	274,980	116,348	58,174	35,000	35,000	35,000	35,000
Debt issue expense/temp financing	2,133,575	2,004,800	2,004,800	2,054,920	2,054,920	2,054,920	2,156,420
Equipment grants	5,534,670	5,705,984	5,956,050	5,780,684	5,869,910	5,992,305	6,343,572
	(424,015)	(394,062)	(434,812)	(68,968)	38,951	120,602	(79,816)
Prior year surplus applied	1,290,950	1,100,000	705,938	271,126	202,158	241,109	361,711
Net surplus	866,935	705,938	271,126	202,158	241,109	361,711	281,893



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
OCT 31 2005			
COW.			

MEMORANDUM

TO: Robert Lapham
Deputy Administrator

DATE: October 31, 2005

FROM: Jason Llewellyn
Manager of Community Planning

FILE: 0470-20 LANTZVILLE

SUBJECT: District of Lantzville Development Services Contract Agreements

PURPOSE

To approve service agreements between the Regional District of Nanaimo (RDN) and the District of Lantzville in response to the request from the District of Lantzville for the RDN to provide Mapping, Animal Control, Building Inspection, Bylaw Enforcement, House Numbering, Noise Regulations, Nuisance Control, and Unsightly Premises services.

BACKGROUND

Section 176(1)(b) and 837 of the *Local Government Act* allows a Regional District to enter into an agreement with a municipality to provide a work or service that is within the powers of a municipality. The District of Lantzville has requested that the Regional District continue to provide contract services in support of the functions listed below (*see Attachment No. 1*). The Regional District has been providing these services since the date of incorporation of the municipality. In order to continue to provide these services, it is proposed that eight (8) service agreements be renewed for 2006. Please note that the Planning and Land Use Management Agreement ended on June 30, 2005. However, Lantzville desires to maintain the GIS and mapping services component of the Planning and Land Use Management contract as a separate agreement.

Pursuant to the service agreements, staff resources would be allocated to administer and enforce certain bylaws and provide the specified services to the District of Lantzville. Copies of the proposed Service Agreements for the following services area are attached (*see Attachment No. 2*).

- GIS and Mapping Services
- Animal Control Services
- Building Inspection
- Bylaw Enforcement
- House Numbering
- Noise Regulations
- Nuisance Control
- Unsightly Premises

ALTERNATIVES

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

FINANCIAL AND SERVICE IMPLICATIONS

Service agreements have been proposed that will establish a contractual relationship between the RDN and District of Lantzville allowing RDN staff to continue to provide designated services and enforce specified bylaws within the incorporated boundaries of the District of Lantzville until the end of 2006. As per the agreements, the RDN shall provide these services at a level equivalent to current service provisions in the Electoral Areas for the prescribed fees. The fees for the services have been established according to the pro rata cost of the service as shared between the Electoral Areas and the District of Lantzville. In addition, the RDN also retains any application, permit and other fees and charges related to the services. The projected revenue from these services has been included in the 2006 RDN Budget.

VOTING

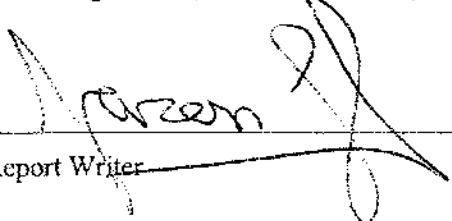
All Directors – weighted vote.

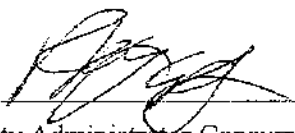
SUMMARY/CONCLUSIONS

As permitted by the *Local Government Act*, the Regional District of Nanaimo is proposing to enter into service agreements with the District of Lantzville for eight (8) services. The agreements are proposed to terminate on December 31, 2006. Staff recommends that the eight proposed agreements providing for various services to the District of Lantzville be approved.

RECOMMENDATION

That the 2006 Service Agreements between the Regional District of Nanaimo and the District of Lantzville for Mapping, Animal Control, Building Inspection, Bylaw Enforcement, House Numbering, Noise Regulations, Nuisance Control, and Unsightly Premises services be approved.


Report Writer


Deputy Administrator Concurrency

COMMENTS: devsr\p\plng\0470 20 lantz no Lantzville Agrmts

ATTACHMENT NO. 1

District of Lantzville

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

Incorporated June 2008

Phone: (250) 390-4006
Fax: (250) 390-5188
Email: district@lantzville.ca
Website: www.lantzville.ca

September 8, 2005

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

Via Fax: 390-4163

**Attention: Maureen Pearse, Manager of Administrative Services
Deputy General Manager, Corporate Services**

Dear Ms. Pearse

Re: Request to Renew Service Agreements

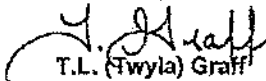
Pursuant to 'Part 2 – Renewal' of the agreements identified below, please accept this correspondence as the District of Lantzville's formal request to renew the agreements between the Regional District of Nanaimo and the District of Lantzville for an additional one year term commencing January 1st, 2006 and terminating December 31st, 2006, with the same terms and conditions as identified in the original agreements as follows.

- Animal Control Services
- Building Inspection
- Bylaw Enforcement
- House Numbering
- Noise Regulation
- Nuisance Control; and
- Unightly Premises

As you are aware, the District of Lantzville terminated the Planning and Land Use Management Agreement between the RDN and the District of Lantzville on June 30th, 2005. However, part of that agreement included a clause related to fees associated with mapping services to which we continue to have an agreement until December 31st, 2005. The District of Lantzville would like to establish a separate agreement to continue the provision of mapping services for a one year term again commencing on January 1st, 2006 and terminating December 31st, 2006.

We await your response to our request and should you require any additional information in the interim please do not hesitate to contact me.

Yours truly



**T.L. (Twyla) Graff
Director of Corporate Administration
District of Lantzville**

File: 2249-20-01

G: Com/C5/rdn.agreementrenewal.s.s

c: Ian Howat, Chief Administrative Officer
Jane Ayers, Director of Financial Services

ATTACHMENT NO. 2

GIS AND MAPPING SERVICES AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The Lantzville Letters Patent and the RDN Supplementary Letters Patent, referred to the transferred jurisdiction for management of development within Lantzville from the RDN to Lantzville;
- B. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- C. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, established a contract between Lantzville and RDN whereby RDN administers Bylaws and services outlined herein, in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent and the parties wish to continue this contract.

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

1. This Agreement is for a term commencing on the 1st day of January 2006 and terminating the 31st day of December, 2006.

Fee

2. The fee for administering and providing the GIS and mapping services for this agreement shall be \$10,000.00.

Renewal

3. Lantzville shall notify RDN in writing on or before the 31th day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

4. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement the services provided under it shall terminate on the 31st day of December, 2006.

RDN Covenants

5. RDN shall:
 - (a) provide all GIS and mapping services from its offices at 6300 Hammond Bay Road, Nanaimo including:
 - i) Production of plot plans and location maps;
 - ii) Production and sales of maps for the general public;
 - iii) Production and maintenance of interactive Web Map;
 - iv) Provision of mapping advice/information;
 - v) Maintenance and revisions of Legal Cadastral Base, Official Community Plan, Zoning, ALR, and House Number maps and data;
 - (b) receive and retain all monies from sales of maps, photocopies and documents for the general public;
 - (c) provide all services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas;
 - (d) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.
 - (e) advise Lantzville on or before March 31st, of each year, the levy for the service.

Lantzville Covenants

6. Lantzville shall:
 - (a) pay to the RDN the specified amount under Section 2 prior to August 15, 2006;
 - (b) pay an additional fee on a cost recovery basis for custom mapping projects and for maps to be sold to the general public from the Lantzville office;

- (c) designate the Chief Administrative Officer, subject to direction by the District of Lantzville Council, as the primary contact with the RDN, with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may contact the RDN Deputy Administrator directly, but only for enquiry purposes and not to give direction.

Additional Services

- 7. Despite the level of service agreed to in Section 5, Lantzville may request that the RDN provide additional services subject to terms, and consideration agreed to by Lantzville and the RDN.

Indemnity

- 8. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
 - (a) the provision of the Services by RDN; and
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

- 9. Lantzville shall:
 - (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 8 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under subclause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

- 10. Lantzville and RDN acknowledge and agree that:
 - (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

Binding Effect

11. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of
REGIONAL DISTRICT OF NANAIMO
was affixed hereto in the
presence of:

Chair

Deputy Administrator

The Corporate Seal of
THE DISTRICT OF LANTZVILLE
was hereunto affixed in the
presence of:

Mayor

Chief Administrative Officer

BUILDING INSPECTION

THIS AGREEMENT made as at the ____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- D. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer regulatory bylaws listed in Schedule 'A' attached to this Agreement (the "Bylaws") in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent; and
- C. The Bylaws are within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

- 1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

3. (1) If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement then the services provided under it shall terminate on December 31, 2006;
- (2) On termination of this Agreement, RDN shall turn over responsibility for the completion of all active building permit files ("Active Permits") to Lantzville on the following terms and conditions:
 - (a) Lantzville shall cause its building inspector to review all applications in respect of Active Permits to confirm that the plans comply with the Building Code and shall not rely upon the issuance of a building permit by the RDN as representation of such compliance;
 - (b) RDN shall deliver to Lantzville 40% of the permit fee where the permit has been issued but no inspections have yet been carried out; and
 - (c) RDN shall deliver to Lantzville 20% of the permit fee where framing inspections have been completed; and,
 - (d) Lantzville shall release and save harmless the RDN, its agents and employees from and against any claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of any claim in relation to any Active Permit.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the followings services, provided to the equivalent level of services as RDN provides to the Electoral Areas:
- (2) RDN shall:
 - (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (c) provide all Service to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas;
 - (d) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services;
 - (e) advise Lantzville on or before March 31st, of each year, the levy for the service.

Lantzville Covenants

5. Lantzville shall:
 - (a) pay to RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the service. For the purposes of this section, the costs shall include staff salaries, operating costs and office overhead;

- (b) at the direction of the RDN pay to RDN the amount calculated under clause (a) on or before August 15, 2006;
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;
- (e) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN staff with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may contact the RDN Deputy Administrator directly but only for enquiry purposes and not to give direction;
- (f) appoint those persons designated by RDN to enforce the Bylaws as authorized officers;

Indemnity

6. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
- (a) the provision of the Services by RDN; and,
 - (a) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

7. Lantzville shall:
- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

8. Lantzville and RDN acknowledge and agree that:
- (a) -RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

Binding Effect

9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of
REGIONAL DISTRICT OF NANAIMO
was affixed hereto in the
presence of:

Chair

Deputy Administrator

The Corporate Seal of
THE DISTRICT OF LANTZVILLE
was hereunto affixed in the
presence of:

Mayor

Chief Administrative Officer

Schedule "A"

Bylaw No.	Date of Adoption	Citation
1250	April 10, 2001	RDN Building Regulation and Fees Bylaw 1250, 2001
843	February 11, 1992	RDN Floodplain Management Bylaw No. 843, 1991

ANIMAL CONTROL SERVICES

THIS AGREEMENT made as at the _____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- B. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer regulatory bylaw listed in Schedule 'A' attached to this Agreement (the "Bylaw") in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent and the parties wish to continue this contract; and
- C. The Bylaws are within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Fee

3. The fee for administering and providing the services as set out in Section 4 of this agreement shall be \$10,638.00, which is the pro rata share of the cost of the service based on the converted assessments as shared among Regional District of Nanaimo Electoral Areas 'A', 'B', 'C', 'D', and the District of Lantzville.

Termination

4. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement the services provided under it shall terminate on December 31, 2006.

RDN Covenants

5. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the followings services, provided to the equivalent level of services as RDN provides to the Electoral Areas:
 - (2) RDN shall:
 - (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (c) administer any animal control agreement or service contract related to animal control services;
 - (d) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within Electoral Areas;
 - (e) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

6. Lantzville shall:
 - (a) pay to the RDN the specified amount under Section 3 prior to August 15, 2006.
 - (b) where Lantzville Council passes a resolution authorizing that legal action be commenced, or legal action results from the administration of the service, Lantzville shall retain legal counsel to enforce the bylaw or defend against the legal action and the RDN will give support to the legal action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
 - (c) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;

- (d) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN with respect to the Service. It is understood and agreed by Lantzville that individual Councilors may contact RDN Deputy Administrator directly but only for enquiry purposes and not to give direction;
- (e) appoint those persons designated by RDN to enforce the Bylaws as authorized officers and shall appoint a person designated by the RDN as an animal control officer.

Indemnity

7. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
- (a) the provision of the Services by RDN; and,
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them;

Insurance

8. Lantzville shall:
- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

9. Lantzville and RDN acknowledge and agree that:
- (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

Schedule "A"

Bylaw No.	Date of Adoption	Citation
1066 (and amendments thereto)	March 11, 1997	Animal Control Regulatory Bylaw No. 1066, 1996

BYLAW ENFORCEMENT

THIS AGREEMENT made as at the ____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- B. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer the regulatory bylaw listed in Schedule 'A' to this Agreement (the "Bylaws") in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent; and
- C. The Bylaws are within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

- 1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

3. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement and the services provided under it shall terminate on December 31, 2006.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the followings services, provided to the equivalent level of services as RDN provides to the Electoral Areas:
- (2) RDN shall:
- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (c) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas;
 - (d) advise Lantzville on or before March 31, of each year, the levy for the service.
 - (e) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

5. Lantzville shall:
- (a) pay to RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the service. For the purposes of this section, the costs shall include staff salaries, operating costs and office overhead;
 - (b) at the direction of the RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2006;
 - (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
 - (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;
 - (e) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may contact the RDN Deputy Administrator directly but only for enquiry purposes and not to give direction; and,

- (f) appoint those persons designated by RDN to enforce the Bylaws as authorized officers;

Indemnity

- 6. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
 - (a) the provision of the Services by RDN; and
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

- 7. Lantzville shall:
 - (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

- 8. Lantzville and RDN acknowledge and agree that:
 - (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

Binding Effect

- 9. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Schedule "A"

Bylaw No.	Date of Adoption	Citation
843	February 11, 1992	RDN Floodplain Management Bylaw No. 843, 1991
993	November 14, 1995	RDN Sign Bylaw No. 993, 1995
972	December 12, 1995	RDN Nuisance Control Extended Service Establishment Bylaw No. 972, 1995
1010	May 14, 1996	RDN Special Events Regulatory Bylaw 1010, 1996
1066 (and amendments thereto)	March 11, 1997	Animal Control Regulatory Bylaw No. 1066, 1996
1073	March 11, 1997	Unightly Premises Regulatory Bylaw No. 1073, 1996
1250	April 10, 2001	RDN Building Regulation and Fees Bylaw 1250, 2001
1265	May 14, 2002	RDN Electoral Area D Noise Control Regulatory Bylaw No. 1265, 2002
28	October 25, 2004	District of Lantzville Traffic and Parking Regulations Bylaw No. 28, 2004
1418	May 24, 2005	RDN Bylaw Enforcement Ticket Regulations Bylaw No. 1418, 2005

HOUSE NUMBERING

THIS AGREEMENT made as at the ____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- B. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer the Service in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent; and
- C. The Service within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

- 1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

3. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement and the services provided under it shall terminate on December 31st, 2006.

RDN Covenants

4. RDN shall:
 - (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) assign house numbers, maintain records and notify, British Columbia Assessment Authority, Telus Address Control Department, Lantzville emergency services and other emergency service providers of changes and additions to house numbering records;
 - (c) provide all Service to Lantzville in a competent, careful and professional manner equivalent to the standards of services provided by the RDN within the Electoral Areas;
 - (d) advise Lantzville on or before March 31st, of each year, the levy for the service; and,
 - (e) provide services to the equivalent level of services as RDN provides to the Electoral Areas.
 - (f) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

5. Lantzville shall:
 - (a) pay to RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the service. For the purposes of this section, the costs shall include staff salaries, operating costs and office overhead;
 - (b) at the direction of the RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2006;
 - (c) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may contact RDN Deputy Administrator directly but only for enquiry purposes and not to give direction;

- (d) appoint those persons designated by RDN to enforce the Bylaws as authorized officers.

Indemnity

- 6. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
 - (a) the provision of the Services by RDN; and
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

- 7. Lantzville shall:
 - (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

- 8. Lantzville and RDN acknowledge and agree that:
 - (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,

Binding Effect

- 9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

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

_____)
Chair)

_____)
Deputy Administrator)

The Corporate Seal of)
THE DISTRICT OF LANTZVILLE)
was hereunto affixed in the)
presence of:)

_____)
Mayor)

_____)
Chief Administrative Officer)

NOISE REGULATION

THIS AGREEMENT made as at the ____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- B. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer the regulatory bylaw listed in Schedule 'A' attached to this Agreement (the "Bylaw") in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent; and
- C. The Service is within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

- 1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

3. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement and the services provided under it shall terminate on December 31, 2006.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the followings services, provided to the equivalent level of services as RDN provides to the Electoral Areas:
 - (2) RDN shall:
 - (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (c) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas; and,
 - (d) advise Lantzville on or before March 31st, of each year, the levy for the service;
 - (e) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

5. Lantzville shall:
 - (a) pay to RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the service. For the purposes of this section, the costs shall include staff salaries, operating costs and office overhead;
 - (b) at the direction of the RDN pay to RDN the amount calculated under clause (a) on or before August 15, 2006;
 - (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal council to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal council for Lantzville;

- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;
- (e) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may contact RDN Deputy Administrator directly but only for enquiry purposes and not to give direction; and,
- (f) appoint those persons designated by RDN to enforce the Bylaws as authorized officers;

Indemnity

6. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
- (a) the provision of the Services by RDN; and,
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

7. Lantzville shall:
- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

8. Lantzville and RDN acknowledge and agree that:
- (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by

Schedule "A"

Bylaw No.	Date of Adoption	Citation
1265	May 14, 2002	RDN Electoral Area D Noise Control Regulatory Bylaw No. 1265, 2002

UNSIGHTLY PREMISES

THIS AGREEMENT made as at the _____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- B. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer the Regulatory Bylaws listed in Schedule 'A' to this Agreement (the "Bylaws") in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent; and
- C. The Service is within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

- 1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

3. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement and the services provided under it shall terminate on December 31st, 2006.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the followings services, provided to the equivalent level of services as RDN provides to the Electoral Areas:
 - (2) RDN shall:
 - (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (c) provide all Service to Lantzville in a competent, careful and professional manner; and,
 - (d) advise Lantzville on or before March 31st, of each year, the levy for the service.
 - (e) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

5. Lantzville shall:
 - (a) pay to RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the service. For the purposes of this section, the costs shall include staff salaries, operating costs and office overhead;
 - (b) at the direction of the RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2006;
 - (c) where Lantzville Council passes a resolution ordering that an unsightly premises be brought up to standard, Lantzville shall retain a contractor to undertake the work to a standard set out in the resolution, to be administered by the RDN;
 - (d) where a resolution ordering that that an unsightly premises be brought up to standard has been passed by Lantzville Council, any fees, charges or legal costs incurred by the RDN to administer the enforcement of the resolution by the RDN shall be paid by Lantzville;
 - (e) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;

- (f) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;
- (g) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may contact RDN Deputy Administrator directly but only for enquiry purposes and not to give direction; and,
- (h) appoint those persons designated by RDN to enforce the Bylaws as authorized officers.

Indemnity

6. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
- (a) the provision of the Services by RDN; and,
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

7. Lantzville shall:
- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

8. Lantzville and RDN acknowledge and agree that:
- (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

Schedule "A"

Bylaw No.	Date of Adoption	Citation
1073	March 11, 1997	Unsightly Premises Regulatory Bylaw No. 1073, 1996

NUISANCE CONTROL

THIS AGREEMENT made as at the _____ day of _____, 2005

BETWEEN:

REGIONAL DISTRICT OF NANAIMO
of 6300 Hammond Bay Road
in the City of Nanaimo
Province of British Columbia V9T 6N2

(hereinafter called "RDN"

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
of 7192 Lantzville Road
in the District of Lantzville
Province of British Columbia V0R 2H0

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. RDN, under section 176(1)(b) and 837 of the *Local Government Act*, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality;
- B. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, establish a contract between Lantzville and RDN whereby RDN will administer the Service as listed in Schedule 'A' to this Agreement in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent; and
- C. The Service is within the powers of Lantzville;

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

Term

- 1. This Agreement is for a term commencing on the 1st day of January, 2006 and terminating the 31st day of December, 2006.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2006 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

Termination

3. If Lantzville does not give notice to the RDN of renewal pursuant to Section 2, of this Agreement and the services provided under it shall terminate on December 31, 2006.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the followings services, provided to the equivalent level of services as RDN provides to the Electoral Areas:
- (2) RDN shall:
- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (c) provide all Service to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by the RDN within the Electoral Areas;
 - (d) advise Lantzville on or before March 31st, of each year, the levy for the service; and
 - (e) designate the Deputy Administrator, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

5. Lantzville shall:
- (a) pay to RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the service. For the purposes of this section, the costs shall include staff salaries, operating costs and office overhead;
 - (b) at the direction of the RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2006;
 - (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal council to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
 - (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;
 - (e) designate the Chief Administrative Officer, subject to direction by the Lantzville Council by Resolution, as the primary contact with RDN with respect to the Services. It is understood and agreed by Lantzville that individual Councilors may

contact RDN Deputy Administrator directly but only for enquiry purposes and not to give direction;

- (f) appoint those persons designated by RDN to enforce the Bylaws as authorized officers;

Indemnity

- 6. Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:
 - (a) the provision of the Services by RDN; and,
 - (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

Insurance

- 7. Lantzville shall:
 - (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
 - (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
 - (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

Limits on Liability

- 8. Lantzville and RDN acknowledge and agree that:
 - (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
 - (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

Binding Effect

- 9. This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of
REGIONAL DISTRICT OF NANAIMO
was affixed hereto in the
presence of:

Chair

Deputy Administrator

The Corporate Seal of
THE DISTRICT OF LANTZVILLE
was hereunto affixed in the
presence of:

Mayor

Chief Administrative Officer

Schedule "A"

Bylaw No.	Date of Adoption	Citation
972	December 12, 1995	RDN Nuisance Control Extended Service Establishment Bylaw No. 972, 1995



MEMORANDUM

REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<input checked="" type="checkbox"/>	MoF	
OCT 31 2005			
<i>CoW</i>			
October 26, 2005			

TO: Sean De Pol
Acting Manager of Liquid Waste

DATE:

FROM: Sydney Martin
Engineering Technologist

FILE:

5340-05

SUBJECT: French Creek Pollution Control Centre Biosolids Program

PURPOSE

To consider contracting SYLVIS Environmental to manage biosolids from the French Creek Pollution Control Centre.

BACKGROUND

In February 2005, RDN staff issued a Request for Quotations (RFQ) for the composting of biosolids from the French Creek Pollution Control Centre (FCPCC). On March 22, 2005 the RDN Board approved that Qualicum Farms Limited be awarded the contract for handling FCPCC biosolids at a price of \$47.50 per tonne.

On April 26, 2005, "Regional District of Nanaimo Waste Stream Management Licensing Bylaw No. 1386, 2004" was adopted to ensure proper management of privately operated facilities. Bylaw 1386 specifies operating requirements so as to protect the environment, to ensure that regional and municipal facilities and private facilities operate to equivalent standards, and to achieve the objectives of the Solid Waste Management Plan. Currently, Qualicum Farms Limited is not licensed to bylaw 1386 and has indicated they do not wish to remain in the composting industry.

Furthermore, the Ministry of Environment (MOE) has notified the Liquid Waste Department (LWD) of concerns with Qualicum Farms' composting practices. Although MOE's concerns are not directly related to biosolids, they are related to requirements outlined in the Organic Matter Recycling Regulation (OMRR). The OMRR is in place to ensure that all composting facilities in BC operate within specified environmental protection parameters.

These issues related to Qualicum Farms have prompted the LWD to examine other viable options for handling FCPCC biosolids. Qualicum Farms supports this endeavor, but will continue to manage FCPCC biosolids until another arrangement is secure. Meadowlark Technologies and International Composting Corporation, bidders from the February 2005 RFQ, were recently asked by the LWD if they would be able to handle biosolids from the FCPCC. Meadowlark Technologies, who quoted a price of \$58.00 per tonne, is currently for sale and not accepting new contracts. International Composting Corporation, who quoted a price of \$101.67 per tonne, does not have the present capacity to handle FCPCC's volume of biosolids.

In order to avoid sending FCPCC biosolids to the regional landfill, the LWD has investigated other options. SYLVIS Environmental, an environmental consulting firm from the lower mainland, provides a range of services including residuals recycling and has demonstrated environmental solutions for the

beneficial use of biosolids. They have developed biosolids solutions for various local governments across British Columbia, including the Capital Regional District (CRD) and the Greater Vancouver Regional District (GVRD). SYLVIS was also involved in an RDN pilot biosolids project in 2000. Despite substantial interest in the February 2005 RFQ for composting FCPCC's biosolids, SYLVIS was not ready to submit a proposal at that time. However, they are currently in a position to accept a contract for the management of FCPCC biosolids.

The CRD and GVRD have entered long-term biosolids management contracts with SYLVIS and are currently sending their Class A biosolids to Producers Pit, located near Victoria. Established in 2003, Producers Pit is a 200 hectare sand and gravel mine where the CRD and GVRD's biosolids are processed into a soil and received for land reclamation. The focus of the Producers Pit reclamation project is to establish a new subdivision known as Royal Bay which will take approximately 15 years to complete.

Since French Creek Pollution Control Centre's biosolids are Class A, legislation and regulations enable the use of this high quality biosolids as an ingredient in the development of a soil. This soil can be used in residential or industrial applications -- in home gardens or in the reclamation of disturbed land. The proposed program, similar to the CRD and GVRD's programs, involves the use of biosolids soil products in local mine reclamation site, yet to be identified.

The first stage consists of transporting French Creek biosolids to the Producers Pit biosolids soil mixing operation near Victoria, and incorporating the RDN's biosolids into the CRD and GVRD's reclamation project. In stage two, to occur by the beginning of 2007, biosolids mixing operations will commence on a small scale at a local quarry. Biosolids soil fabrication and the use of this soil in local mine reclamation could occur for a number of years.

The cost of both stages is \$61 per tonne of biosolids. The cost includes transportation, soil fabrication, application, testing, monitoring and a consultation, education and awareness program. The project term would be two years with the option, at the RDN's discretion, to extend the contract for an additional year.

ALTERNATIVES

1. Discontinue taking French Creek Pollution Control Centre biosolids to Qualicum Farms Limited and award contract to SYLVIS Environmental to manage FCPCC biosolids at Producers Pit in Colwood.
2. Discontinue taking French Creek Pollution Control Centre biosolids to Qualicum Farms Limited and issue a Request for Quotations (RFQ) to manage biosolids from FCPCC, although recent investigation has indicated other alternatives are unlikely.

FINANCIAL IMPLICATIONS

The project cost proposed by SYLVIS Environmental to handle FCPCC biosolids is \$61 per tonne. The term of the contract will be for two years with the option, at the RDN's discretion, to extend the contract for an additional year. The total cost per year for the two-year contract is projected to be \$122,000 based on 2,000 tonnes per year. The 2006 budget contains sufficient funds for this initiative.

Presently, the only other viable alternative to this proposal is to take FCPCC biosolids to the Regional Landfill at \$180 per tonne, which would increase the FCPCC biosolids handling costs by approximately \$238,000/year.

ENVIRONMENTAL IMPLICATIONS

Reusing biosolids at a private sector facility saves expensive landfill space for waste materials that do not have the potential to be beneficially re-used. SYLVIS Environmental's proposal for fabricating French Creek Class A biosolids into a soil used in the reclamation of disturbed land is a long-term, sustainable solution for biosolids management.

SUMMARY/CONCLUSION

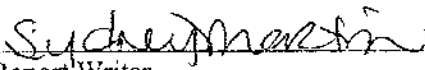
In February 2005, RDN staff issued a Request for Quotations for the composting of biosolids from the French Creek Pollution Control Centre. The RDN Board approved that Qualicum Farms Limited be awarded the contract for handling FCPCC biosolids.

Since the time that Qualicum Farms was awarded the contract, "Regional District of Nanaimo Waste Stream Management Licensing Bylaw No. 1386, 2004" has been implemented. Currently, Qualicum Farms Limited has is not licensed to bylaw 1386 and has advised the Liquid Waste Department they do not wish to remain in the composting industry. In addition, the Ministry of Environment has concerns with Qualicum Farms' composting practices not meeting requirements in the Organic Matter Recycling Regulation. The above concerns have prompted the LWD to examine other viable options for handling FCPCC biosolids.

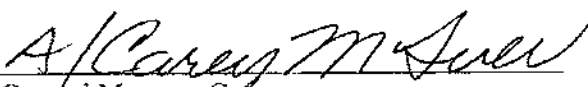
In order to avoid sending FCPCC biosolids to the regional landfill, the LWD has investigated a solution for biosolids disposal with SYLVIS Environmental. The LWD proposes a contract with SYLVIS Environmental for the development of a biosolids recycling and soil product development program. The proposed program, similar to the current CRD and GVRD programs, involves the use of biosolids soil products in local mine reclamation. The cost of this project is \$61 tonne of biosolids. The project term would be two years with the option, at the RDN's discretion, to extend the contract for an additional year. The cost includes transportation, soil fabrication, application, testing, monitoring and consultation and education activities.

RECOMMENDATION

1. That the RDN discontinue sending FCPCC biosolids to Qualicum Farms Limited and award a two year contract for biosolids reuse to SYLVIS Environmental.


Report Writer


Manager Concurrence


General Manager Concurrence

COMMENTS



**REGIONAL
DISTRICT
OF NANAIMO**

REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>12</i>	MeF	
OCT 27 2005			
<i>low</i>			
		DATE: October 26, 2005	

MEMORANDUM

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

FROM: Sean De Pol
Acting Manager of Liquid Waste

FILE: 5340-06

SUBJECT: Liquid Waste Department Wet Weather Flow – Inflow and Infiltration Program

PURPOSE

To provide the Board with information on the impacts of Inflow and Infiltration (I&I) that enter the sanitary sewer system, and the benefits of reducing I&I as it relates to the Regional District of Nanaimo's sanitary trunk system and treatment plant.


BACKGROUND

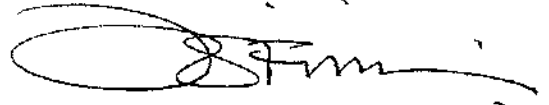
One of the key action items identified in the Liquid Waste Management Plan and in the Liquid Waste Department's 2006 Business Plans is the implementation of an I&I reduction program.

At the October 11th 2005 Board meeting, the Board requested information on benefits of Inflow and Infiltration reductions related to this program. The attached fact sheet (Attachment 1) on Wet Weather Flow in the RDN Greater Nanaimo Trunk and Treatment System provides more information on this subject.

RECOMMENDATION

1. That the fact sheet on Wet Weather Flow in the Greater Nanaimo Trunk and Treatment System be received for information.


Report Writer


General Manager Concurrency

COMMENTS:

WET WEATHER FLOWS – INFLOW AND INFILTRATION IN THE RDN GREATER NANAIMO TRUNK AND TREATMENT SYSTEM

1 BACKGROUND

Inflow and Infiltration (I&I) is the extraneous clear water that enters a sanitary sewer system and represents an additional load on the system above the base sanitary sewage flows. **Infiltration** occurs when groundwater enters sanitary sewers through pipe joints and structural defects. **Inflow** occurs when stormwater enters sanitary sewers through cross-connections, rain leads from roofs, leaking manhole covers, etc., and represents a direct inflow into the system.

Historically, the RDN trunk sewer system has received very high wet weather flows from the City of Nanaimo's sanitary sewer collection system. The largest wet weather flow on record, from December 1997, had a peak flow (123,520 m³/day) more than four times the average annual flow (30,080 m³/day) and nearly six times the average dry weather flow (22, 940 m³/day). However, since 1997, peak wet weather flows have been significantly lower.

The City of Nanaimo has undertaken a rehabilitation program for the City's sanitary sewer collection system. While not directed specifically to I&I reductions, replacement or repair of leaking pipes and manholes provides positive benefits in terms of I&I reductions. However, a quantifiable trend is not yet apparent in the RDN's flow records due to the variability in annual rainfall, intensity and geographic distribution of individual storms, as well as gaps in flow and rainfall data records.

2 BENEFITS OF INFLOW AND INFILTRATION REDUCTIONS

Reductions in wet weather flow potentially offers reduced operating costs over the long term. However, overall operating costs are dominated by day-to-day operating conditions (i.e. overall average flows) in the short term and not by occasional large wet weather flow events. Many operating costs, in terms of personnel, treatment plant operations and general maintenance costs generally scale with average flows, not with peak wet weather flows. Therefore, the overall reduction in I&I that must be achieved before significant reductions in operating costs are realized is large and will only become apparent over the long-term.

More significantly, reductions in extraneous flow are equivalent to an increase in the capacity of the system in terms of the ability to serve additional population. Capacity that is not needed to convey and treat wet weather flows can be utilized for sanitary baseflows, the intended role of the sanitary trunk system and treatment plant.

With additional capacity available, and reduced peak wet weather flows, significant capital expenditures to upgrade the trunk system can be deferred or avoided. Upgrades to the Greater Nanaimo Pollution Control Centre can be sized on the basis of more consistent flow patterns that will not exhibit as extreme peaks during wet weather. Similarly, sanitary pump stations will not require as large a peak capacity with wet weather flow reductions.

Also, environmental impacts are reduced. While rare, sanitary sewer overflows have occurred from the RDN system in the past during extreme rainfall events. The frequency and likelihood of these overflows are greatly diminished as I&I is reduced.



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
OCT 28 2005			
<i>CoW</i>			

MEMORANDUM

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

DATE: October 26, 2005

FROM: Carey McIver
Manager of Solid Waste

FILE: 5290-00

SUBJECT: Open Burning Smoke Control Regulation – Request for Category Change

PURPOSE

To update the Board on the status of their October 2004 request to the Ministry of Environment for a change of category classification under the Open Burning Smoke Control Regulation.

BACKGROUND

Open burning of land clearing waste produces fine particulates, which are so small that they can easily be inhaled into the deepest reaches of our lungs, causing serious breathing disorders. Due to these health concerns open burning of land clearing waste is generally banned in the urban municipalities of Nanaimo, Parksville and Qualicum Beach including the French Creek area of Electoral Area G.

Outside of the municipal areas open burning is allowed subject to the requirements of the Provincial Open Burning Smoke Control Regulation (OBSCR). This regulation consists of two categories. Category A restricts open burns to a maximum smoke release period of 72 hours, no more than four burns per year per property and there must be a 15 day rest period between burns. Category B only restricts the length of burn to 96 hours but another pile can be started with the debris from the first pile, in which case there would not be a break between burns.

In August 1996, the Board passed a resolution requesting that the Ministry of Environment (the Ministry) change areas of the regional district outside of municipal boundaries to Category A under the OBSCR. Unfortunately, the ministry did not act on this request. In October 2004 the Board passed another resolution requesting that the ministry act on the 1996 request.

The attached map outlining the area recommended for Category A classification was forwarded to the Ministry in November 2004. Generally, it follows the boundaries of the Fire Protection Areas and Improvement Districts, since these are the most populated areas. Due to concerns regarding the ability of agricultural operations to meet more stringent requirements as well as the remote nature of these areas, Electoral Areas D and F as well as most of Electoral Areas C and H were not included in this request. The District Municipality of Lantzville also elected to remain a Category B area.

In August 2005 staff was advised by the Ministry that they could not amend the regulation based on the boundaries identified in this map since a provincial regulation cannot apply to boundaries set by a local government such as Fire Protection Areas. Instead the Ministry requires that the request for a category change follow provincial boundaries such as electoral areas.

In light of this requirement and upon review of the attached map, staff recommend that the Board amend the request to specify that Electoral Areas A, B, E and G be changed to Category A under the OBSCR since the provincial electoral area boundaries are almost consistent with the RDN specified Fire Protection Boundaries. However, given that the Fire Protection Areas identified in Electoral Areas C and H represent only a small portion of the entire electoral area, staff considers that it would be inappropriate to request a change based on provincial boundaries in these areas at this time.

Instead, staff recommends that any discussion of a category change in Electoral Areas C, D, F and H be included in the broader consultation process that the Board directed staff to undertake to consider the issue of banning burning in the rural urban interface. Although this consultation process was originally proposed for 2005, staff have scheduled this initiative to coincide with the broader public consultation program planned for 2006 to develop a region-wide Greenhouse Gas Reduction Plan.

ALTERNATIVES

1. Amend the request to specify that Electoral Areas A, B, E and G be changed to Category A.
2. Maintain the status quo on the Open Burning Smoke Control Regulation.

FINANCIAL IMPLICATIONS

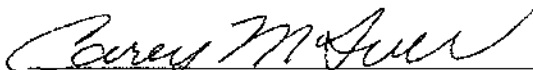
There are no financial implications to either alternative.

SUMMARY/CONCLUSIONS

In October 2004 the Board passed a resolution requesting that the Ministry of Environment change areas of the regional district outside of municipal boundaries to Category A under the Open Burning Smoke Control Regulation. A map outlining the area recommended for Category A classification was forwarded to the Ministry in November 2004. Generally, it followed the boundaries of the Fire Protection Areas and Improvement Districts, since these are the most populated areas. In August 2005 staff was advised by the Ministry that they could not amend the regulation based on the boundaries identified in this map since a provincial regulation cannot apply to boundaries set by a local government such as Fire Protection Areas. Instead the Ministry requires that the request for a category change follow provincial boundaries such as electoral areas.

RECOMMENDATION

1. That the Board request that the Ministry of Environment change Electoral Areas A, B, E and G to Category A under the Open Burning Smoke Control Regulation.



Report Writer



General Manager Concurrence

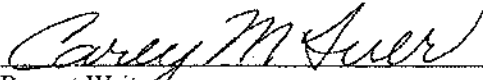
COMMENTS:

SUMMARY/CONCLUSIONS

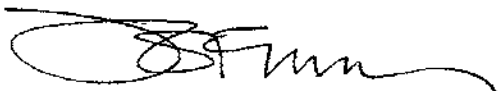
In September 2005 the Board received the attached correspondence from the CVRD inviting the RDN to participate in a request for proposals seeking options for solid waste disposal. In accordance with this invitation RDN staff has contacted CVRD staff to discuss this request in further detail. Both RDN and CVRD staff agree that a request for proposals is premature at this time and should be postponed until completion of the joint review of new and emerging technologies scheduled for 2006. Depending on the results of this review, both regional districts will be in a better position to consider which technologies, if any, should be targeted in a joint request for proposal process.

RECOMMENDATIONS

1. That the Board receive the correspondence from the Cowichan Valley Regional District inviting the RDN to participate in a request for proposals seeking options for solid waste disposal; and,
2. That the Board reply to the Cowichan Valley Regional District advising them that a request for proposals is premature at this time and should be postponed until completion of the joint review of new and emerging technologies scheduled for 2006.



Report Writer



General Manager Concurrence

COMMENTS:



September 20, 2005

File No. 5380-01-RDN

Joe Stanhope, Chair
Regional District of Nanaimo
6300 Hammond Bay Road
NANAIMO BC V9T 6N2

REGIONAL DISTRICT OF NANAIMO			
CRATE	<input checked="" type="checkbox"/>	GM Cms	
CAD		GM FT	<input checked="" type="checkbox"/>
BA CCD		McF	
SEP 26 2005			
Carey to follow-up and report			

Dear Sir:

RE: SOLID WASTE DISPOSAL OPTIONS

At its regular meeting of September 14, 2005, the CVRD Board ratified the following resolution (No. 05-564-1):

"That the Cowichan Valley Regional District invite the Regional District of Nanaimo to participate in a request for proposals seeking options for solid waste disposal."

Your staff is invited to contact Mr. Derek S. York, Manager, Engineering Services, to discuss this issue in further detail.

Yours truly,

Mary Marcotte
Chair

jlb
pc: Frank Raimondo, Administrator
Derek S. York, Manager, Engineering Services
Bob McDonald, Solid Waste Reduction Coordinator

File: Bath\C\No\MOTIONS\RDN-InviteRFPforSWOptions-Sep2005.doc



REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD		MoF	
OCT 31 2005			
<i>low</i>			

MEMORANDUM

TO: Members of the Board **DATE:** October 28, 2005

FROM: N. Avery **FILE:**

Manager, Financial Services

SUBJECT: Boundary Amendment – French Creek Bulk Water Service Area

PURPOSE:

To introduce for first three readings “French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.05, 2005”.

BACKGROUND:

The boundaries of the French Creek Bulk Water Service Area are intended to coincide with the Regional Growth Strategy urban containment boundary. At the time the original boundaries for the Regional Growth Strategy were drawn the subject properties were designated within the Agricultural Land Reserve, although an application for exclusion and subdivision was underway. The exclusion and subdivision have proceeded through all of the required development approvals, however, a portion of the subdivided lots now lie, inadvertently, outside of the urban containment and the bulk water service boundaries. Development cost charges for the purposes of bulk water have been collected for the lots and as they will benefit from this service staff recommend a housekeeping amendment to the bulk water service area boundaries.

A “housekeeping” amendment to the Regional Growth Strategy urban containment boundary would also be in order, however given the more detailed requirements for a Regional Growth Strategy boundary amendment; staff recommend this be deferred to the date of the next review.

ALTERNATIVES:

1. Approve the bylaw amendment as recommended.
2. Do not approve the bylaw amendment.

FINANCIAL IMPLICATIONS:


There is a slight risk that the property developer could request a refund of the Development Cost Charges for bulk water which were paid as part of the subdivision approval. There is no significant technical reason for not including the properties within the bulk water service, even though the urban containment boundary remains unchanged at this time.

SUMMARY/CONCLUSIONS:

Staff have identified five properties which as a result of the timing of a subdivision approval and the establishment of the Regional Growth Strategy urban containment boundary, now lie outside of the bulk water service area and the urban containment boundary. The properties will benefit from bulk water and the developer has paid Development Cost Charges for this purpose. The boundary amendment is a housekeeping measure and although it cannot be immediately accommodated by the Regional Growth Strategy, there is no technical reason not to proceed with the bulk water boundary amendment. The properties will be highlighted for the next review of the Regional Growth Strategy in 2007/2008.

RECOMMENDATION:

That "French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.05, 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. 1050.05

**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 boundaries of the service are intended to be coincidental with the urban containment boundary under the Regional Growth Strategy;

AND WHEREAS certain properties originally shown as outside of the urban containment boundary because of an Agricultural Land designation at the time the Regional Growth Strategy was adopted, but which were known to be the subject of a request for exclusion and subdivision and which have subsequently been removed from the ALR and have been subdivided;

AND WHEREAS it is intended that the properties be included within the urban containment boundary at the next review of the Regional Growth Strategy;

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 include the following properties:

Lots 15, 16, 17, 18 and 19 of Plan VIP79051, District Lots 81 and 126, Nanoose Land District
2. The properties to be included are 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. This bylaw may be cited as "French Creek Bulk Water Supply Local Service Area Boundary Amendment Bylaw No. 1050.05, 2005".

Introduced and read three times this 22nd day of November, 2005.

Received the approval of the Inspector of Municipalities this ____ day of _____, 20__.

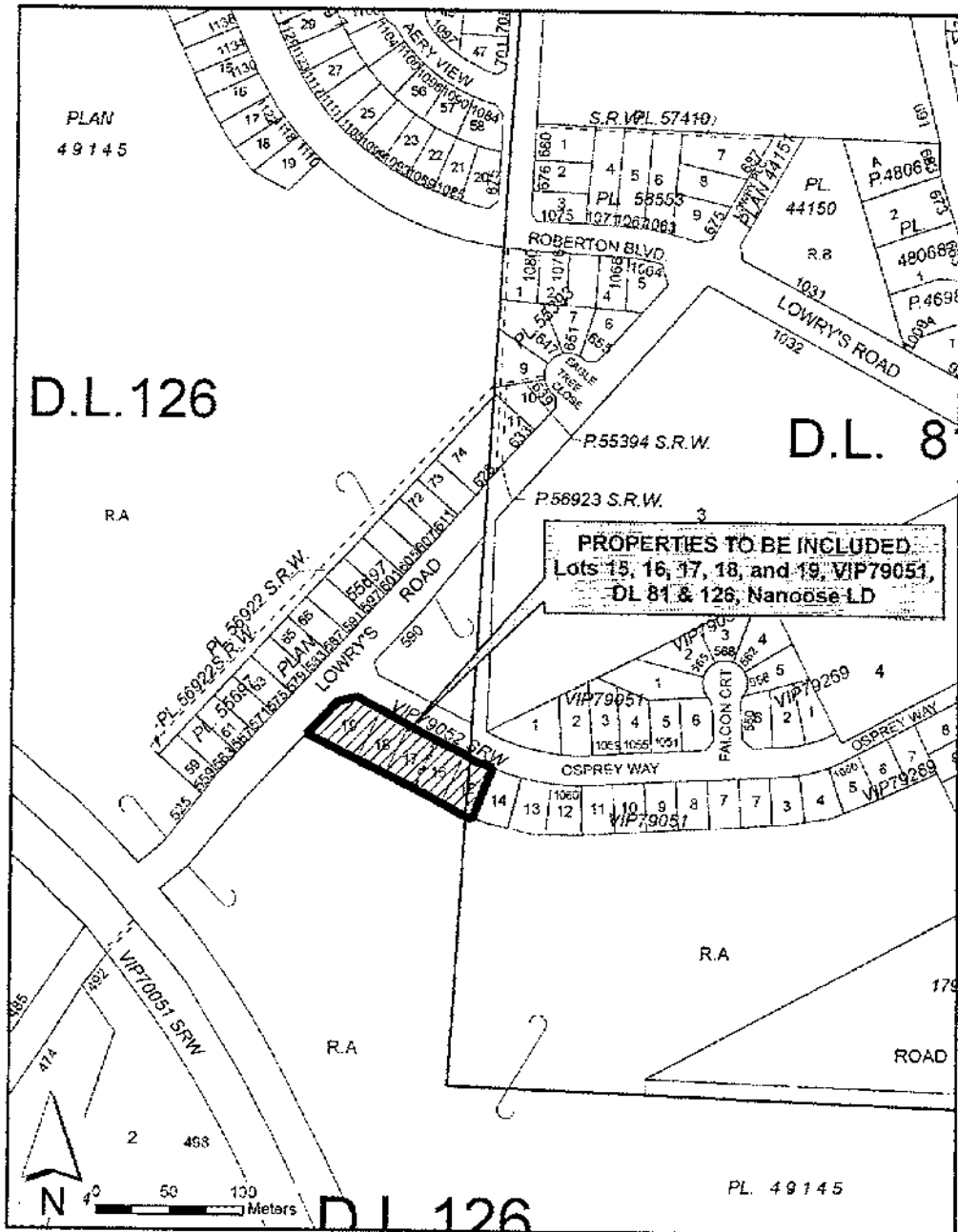
Adopted this ____ day of _____, 20__.

CHAIRPERSON

DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator





REGIONAL DISTRICT OF NANAIMO			
CHAIR		GM Cms	
CAO		GM ES	
DA CCD	<i>[Signature]</i>	MoF	
OCT 27 2005			
<i>CoW</i>			

TO: Mike Donnelly, AScT
Manager of Utilities

DATE: October 24, 2005

FROM: Chris Brown, AScT
Engineering Technologist

FILE: 5500-20-PS-01

SUBJECT: Utilities
Inclusion of two properties into the Pacific Shores Sewer Local Service Area and Northern Community Sewer Service Area (1535 Bay Dr. & 1543 Gracyn Dr.)

PURPOSE

To consider two requests to include Lot 8 (1535 Bay Drive) & Lot 9 (1543 Gracyn Drive), District Lot 22, Nanoose Land District, Plan VIP 26956 into the Pacific Shores Sewer Local Service Area and the Northern Community Sewer Local Service Area (see attached plan).

BACKGROUND

The owners of the above-noted properties have petitioned the RDN to be included in the Pacific Shores Sewer Local Service Area (PSSLSA).

Both properties are located side by side on the water front and are considered environmentally sensitive areas. Both owners have stated that their septic fields are failing. The Health Officer from the Central Vancouver Island Health Authority has affirmed that waterfront properties should be connected to sewer wherever possible.

A sewer main and connection stubs are present along the north side of the properties thereby making connections to the local service area possible.

The Northern Community Sewer Service Area Bylaw No. 889, 1993 requires amendment as well as the PSSLSA Bylaw No. 1021, 1996, in order to service this property with sewer. Both bylaw amendments are addressed in this report.

ALTERNATIVES

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

FINANCIAL IMPLICATIONS

There are no financial implications to the RDN. If accepted into the PSSLSA, all costs associated with the connections would be at the expense of the applicants. The subject properties will both pay a Capital Charge of \$2,023 (Bylaw No. 1331, 2003 Northern Community Sewer Service Area), when being brought into the local service area.

DEVELOPMENT IMPLICATIONS

While the property is outside of the Urban Containment Boundary, the Regional Growth Strategy (RGS) Policy 7B. (2004) allows a property to connect to a local service area for health or environmental reasons provided it does not facilitate future development.

The properties are within the "N" Subdivision District pursuant to "Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987". The "N" subdivision district provides a minimum parcel size of 1.0 hectare when the property is serviced with community sewer. The property owners, however, will be required to register a restrictive covenant on the title restricting further subdivision of the property, and restricting sewer servicing to one single family residential connection only.

INTERDEPARTMENTAL IMPLICATIONS

The subject property is designated as 'Resource Lands' in the Nanoose Bay Official Community Plan (OCP) Bylaw No. 1118, 1998, and amendments thereto. The property is located outside of the Community Sewer Service and Restricted Community Sewer Service Areas specified in the Nanoose Bay OCP. However, the RGS allows a property to connect to a local service area for health or environmental reasons provided it does not facilitate future development. From a land use planning perspective, Development Services has no objection to the boundary amendment required for this application.

SUMMARY/CONCLUSIONS

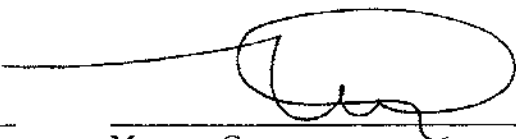
Petitions have been received to amend the boundaries of the Pacific Shores Sewer Local Service Area and Northern Community Sewer Service Area. The two properties are located side by side on the water front and are considered environmentally sensitive. While both properties are outside the Urban Containment Boundary, the Regional Growth Strategy allows a property to connect to a local service area for health or environmental reasons provided it does not facilitate future development. The Health Officer recommends connection to the nearby RDN sewer system. All costs associated with connection to the RDN sewer system would be at the expense of the property owners. Restrictive covenants will be registered on the titles restricting further subdivision of the properties, and restricting sewer servicing to one single family residential connection only.

RECOMMENDATIONS

1. That "Pacific Shores Sewer Local Service Area Amendment Bylaw No. 1021.06, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
2. That "Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.39, 2005" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.



Report Writer

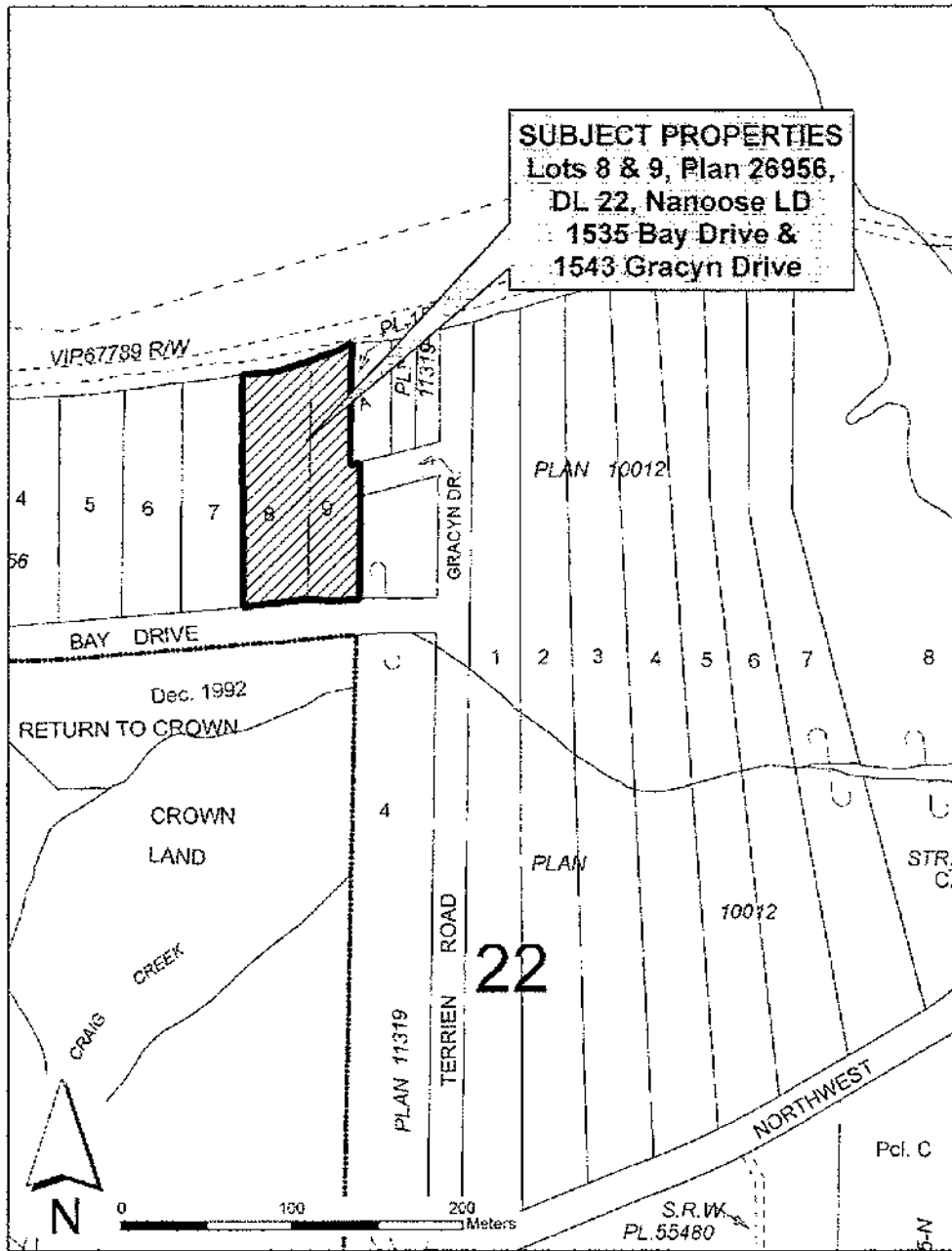


Manager Concurrence



General Manager Concurrence

COMMENTS:



BGGS Map Sheet No. 92F-0092.2

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 889.39

**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 properties legally described as follows:

Lot 8, District Lot 22, Plan VIP26956, Nanoose Land District
Lot 9, District Lot 22, Plan VIP26956, Nanoose Land District;

AND WHEREAS the Board wishes to amend Schedule 'E' to exclude the properties legally described as:

Lot 8, District Lot 22, Plan VIP26956, Nanoose Land District
Lot 9, District Lot 22, Plan VIP26956, 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. 889.39, 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 22nd day of November, 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. 1021.06

**A BYLAW TO AMEND THE PACIFIC SHORES
SEWERAGE FACILITIES LOCAL SERVICE AREA
ESTABLISHMENT BYLAW NO. 1021**

WHEREAS "Pacific Shores Sewer Local Service Area Establishment Bylaw No. 1021, 1996" established the Pacific Shores Sewer 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 Pacific Shores Sewer Local Service Area, established by Bylaw No. 1021, are hereby amended to include the properties shown outlined on Schedule 'B' attached hereto and forming part of this bylaw.
2. The amended boundary of the Pacific Shores Sewer 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. 1021.05 is hereby repealed.
4. This bylaw may be cited as "Pacific Shores Sewer Local Service Area Amendment Bylaw No. 1021.06, 2005".

Introduced and read three times this 8th day of November, 2005.

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

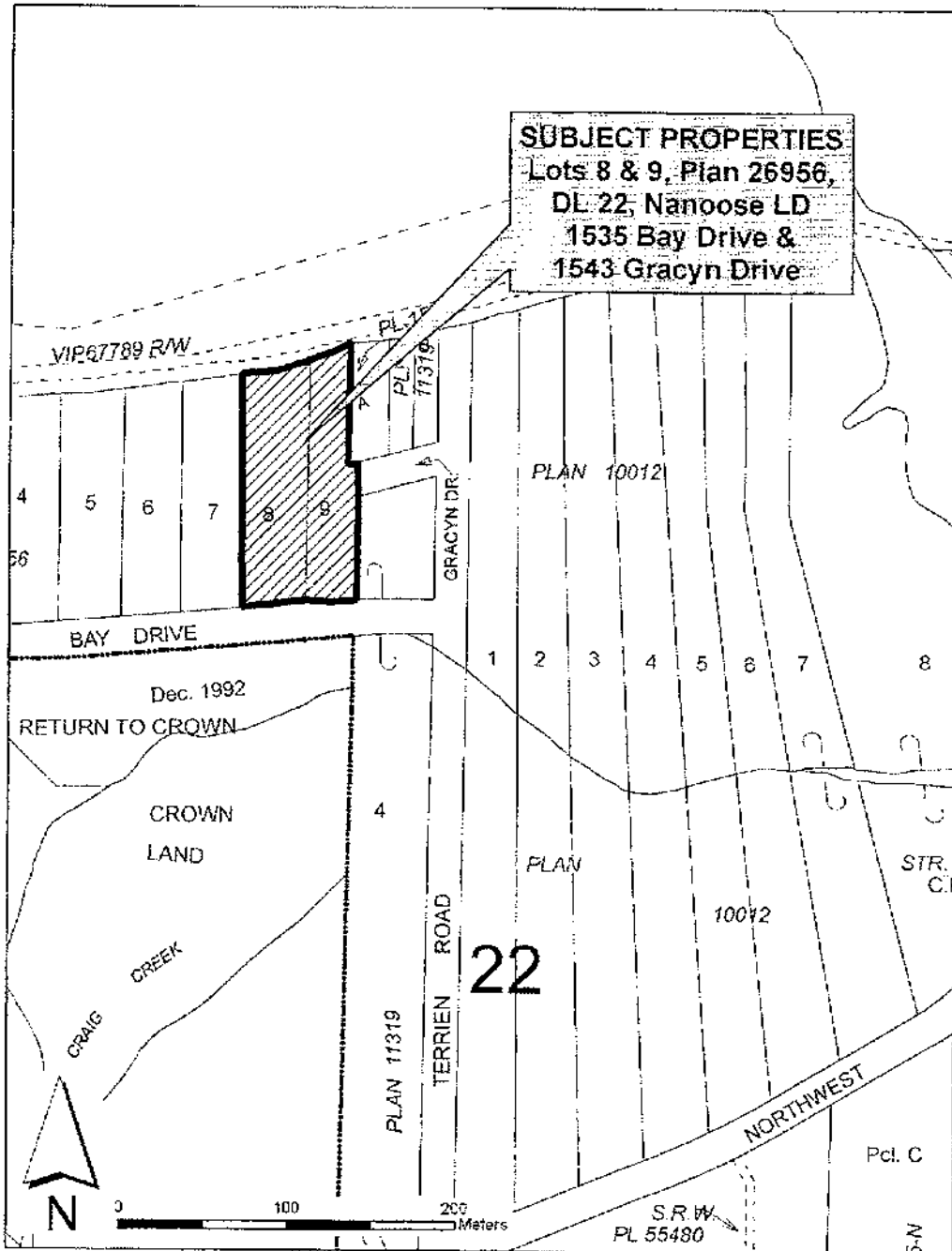
Adopted this ____ day of _____, 2005.

CHAIRPERSON

DEPUTY ADMINISTRATOR

Chairperson

Deputy Administrator



REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR
MEETING HELD ON THURSDAY, OCTOBER 20, 2005**

Attendance:

Frank Van Eynde
Chris Burger

Patty Biro
Dave Bartram

Jo-ann Chase
Jack Wilson

Absent:

Reg Nosworthy

Eve Flynn

Staff:

Tom Osborne

Neil Connelly

Marilynn Newsted
Recording Secretary

CALL TO ORDER

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

MINUTES

- 3.1 MOVED Commissioner Bartram, SECONDED Commissioner Burger, that the Minutes of the District 69 Recreation Commission Regular Meeting held on September 22, 2005, be approved.

CARRIED

- 3.2 MOVED Commissioner Wilson, SECONDED Commissioner Chase, that the Minutes of the District 69 Recreation Commission Grants Committee Meeting held on October 4, 2005, be approved.

CARRIED

COMMUNICATION/CORRESPONDENCE

4. MOVED Commissioner Biro, SECONDED Commissioner Wilson, that the following correspondence be received:

- Ballenas Dry Grad Committee Re: 2005 Commencement Ceremony
- Premier Gordon Campbell Re: BC Achievement Foundation
- Village Voices of Qualicum Beach Re: Grant In Aid
- W.S. (Bill) Gallinger Re: Wellness Centre

- Patty Biro Re: Commission Meetings
- Oceanside Community Arts Council Re: Thank You
- Parksville Curling Club Re: Leasehold Improvements
- N. Avery to Parksville Curling Club Re: Insurance
- Parksville Curling Club Re: 2004/2005 Operating Budget
- Arrowsmith Community Enhancement Society Re: Thank you

CARRIED

FUNCTION REPORTS

5.1 Mr. Osborne reviewed the Function Reports for the Ravensong Aquatic Centre, Oceanside Place, Recreation Coordinating and Regional Parks and Trail and Community Parks (EA 'E' – 'H') highlighting the following items.

- The teacher's job action had an immediate impact on recreation programs held in district schools. Programmers found new locations for some programs and had to cancel other programs completely if no alternate location was possible. A drop-in Day Camp Program at Oceanside Place for 6 to 12 years olds was made available the day following the announcement of the school closures. Extra skating and swimming sessions were also made available during the day for children and parents at both facilities. The CUPE walk out in support of the teachers on Monday, October 17, also impacted the Department as both facilities were closed to the public.
- Oceanside Place staff is creating new incentives to help increase the attendance at public skating sessions. Staff has initiated a Twoonie Skate every Wednesday for all sessions and will be looking at other ideas in the future.
- The 5th Annual Youth and Senior Mini Golf Tournament were held on September 27 at Paradise Adventure Mini Golf with more than 70 participants attending.

MOVED Commissioner Burger, SECONDED Commissioner Chase that the Function Reports be received.

CARRIED

BUSINESS ARISING FROM COMMUNICATIONS/CORRESPONDENCE

7. Commission requested staff include Commissioner Biro's request regarding the Commission meeting time be included as an agenda item for the January 2006 meeting.

NEW BUSINESS

8.1 The Commission reviewed the District 69 Recreation Commission Grants Committee recommendations as stated in the minutes of October 4, 2005.

MOVED Commissioner Bartram, SECONDED Commissioner Biro, that the Youth and Community Grants be endorsed as follows with the exception of the Errington War Memorial Hall Association request in the amount of \$5,000:

Community Group:

Arrowsmith Community Enhancement Society	\$1,005
Arrowview Elementary PAC	\$2,000
Bard to Broadway – Adult Program	\$1,215
Coombs Halloween Candy Walk	\$2,500
Echo Players Theatre Group	\$1,100
Oceanside Ebbtide Slo-Pitch	\$1,800
Oceanside Floor Curlers	\$ 500
Oceanside Lyric Ensemble	\$1,100
Parksville and District Association for Community Living	\$2,500
Parksville Seniors Activity and Drop-in Centre	\$ 200

Youth Group:

Bard to Broadway – Youth Program	\$1,250
District 69 Family Resource Association	\$1,678
Oceanside Track and Field Club	\$2,500
Qualicum Beach Volunteer Fire Department	\$2,500

CARRIED

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that staff review the grant request from the Errington War Memorial Hall Association to determine the funds required to complete repairs to the hall roof.

CARRIED

- 8.2 Commissioner Wilson reported that the Town of Qualicum Beach is in the process of applying for funding for a new field house and lighting at the Community Park and for upgrades to the golf course club house. He noted that these facilities are used both by the citizens of Qualicum Beach and those who reside in the Regional District. He requested that the Commission investigate the possibility of the Regional District providing capital funding for facilities which are used by the entire region.

MOVED Commissioner Wilson, SECONDED Commissioner Bartram, that capital improvements to regionally used sports facilities be included in the Master Plan Process.

CARRIED

- 8.3 Commissioner Van Eynde inquired that due to the increased gas prices and the long distances Commissioners traveled to meetings would staff consider the possibility of a courtesy pass in lieu of expenses.

MOVED Commissioner Bartram, SECONDED Commissioner Burger, that volunteer members of the District 69 Recreation Commission be entitled to receive one three month (3 month) swim pass to Ravensong Aquatic Centre or one three month (3 month) skate

pass to Oceanside Place per year and that elected officials would be excluded from this policy.

CARRIED

ADJOURNMENT

MOVED Commissioner Bartram, SECONDED Commissioner Chase, that the meeting be adjourned at 3:00pm.

NEXT MEETING

The next meeting will be held Thursday, November 17, 2005, at Oceanside Place at 2:00pm. There will not be a Commission meeting scheduled for December.

Frank Van Eynde, Chair

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE
REGIONAL GROWTH MONITORING ADVISORY COMMITTEE /
STATE OF SUSTAINABILITY PROJECT MEETING
HELD ON THURSDAY, OCTOBER 13, 2005
IN THE COMMITTEE ROOM**

Present:

Director Bill Holdom	Chair
Director Dave Bartram	Deputy Chair
Brian Anderson	
Gordon Buckingham	
Janet Farooq	
Sylvia Neden	
Ross Peterson	
Sharon Thomson	

Also in attendance:

Christina Thomas	Senior Planner, Community Services
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Absent:

Douglas Anderson
Betty Collins
Adele McKillop

CALL TO ORDER

Director Holdom called the meeting to order at 5:40 PM.

MINUTES

The minutes from the previous meeting (Sept.8/05) were approved as presented.

OLD BUSINESS

a) Groundwater Indicator Research Project

C. Thomas provided an update about the Groundwater Indicator Research Project. C. Thomas stated that the Committee of the Whole considered a staff report on October 11, 2005 about the EBA Engineering Ltd research report that contains recommendations regarding data to be collected and analyzed about five specific matters to provide information about the state of groundwater resources in the region. C. Thomas distributed copies of the staff report, and indicated that it is available, along with the EBA report, for public review on the RDN web site, on the State of Sustainability Project page.

C. Thomas stated that the Board also recently approved preparatory work to lead up to a decision about the establishment of a regional drinking water protection function using New Deal for Cities and Communities funding. C. Thomas distributed copies of the staff report considered by the Board about this matter.

Directors Holdom and Bartram provided information about the decision the Committee of the Whole made regarding the work recommended in the EBA Engineering Ltd research report. Directors Holdom and Bartram indicated that the Committee of the Whole approved the work and the allocation of additional funding to undertake the work, and that the Board would consider the Committee of the Whole recommendation on October 25, 2005.

G. Buckingham suggested that the methodology to complete the work recommended in the EBA Engineering Ltd report in regard to the amount of impermeable surface area should take into account that forested areas are more impermeable than deforested areas. The RGMAC concurred with this suggestion. C. Thomas committed to requesting the consultant hired to undertake the work to address the matter to the extent possible within the resources allocated to the work.

b) Green Buildings Project

C. Thomas provided an update about the Green Buildings Project. C. Thomas stated that the Project includes 3 deliverables: [1] a tour of green buildings for staff and elected officials and a research report to support the tour (which was conducted in June of 2005, and for which the Board received a report in July of 2005); [2] a research report about selected local government green building programs; and [3] development of terms of reference for future work the RDN could undertake to promote green building practices in the region. C. Thomas stated that the Committee of the Whole considered a staff report about local government green building programs at its October 11, 2005 meeting, and indicated that the staff report is available for public review on the RDN web site. C. Thomas distributed copies of the staff report to RGMAC members. C. Thomas stated that staff intends to report to the Board in January of 2006 about future green building work the RDN could undertake, and that additional resources would likely be required for some aspects of the work.

S. Neden introduced the RGMAC to the following two documents prepared by the Ministry of Agriculture and delivered by the BC Agricultural Council: Reference Guide: The Canada BC Environmental Farm Planning Program and Planning Workbook: The Canada BC Environmental Farm Planning Program. The documents provide information about federal and provincial environmental protection provisions as they relate to farming activities.

J. Farooq stated that she is concerned the report recently prepared to document RDN activities and programs that help improve the sustainability of the region might be confused with the future report about the sustainability of the region that is being prepared as a part of the State of Sustainability Project, given that the former report is titled Sustainability Report 2003-2004.

G. Buckingham shared an alternative definition of sustainability that places greater emphasis on the economy.

c) Indicator S9 – Number of, participation in, recreational and cultural programs offered by local government and post secondary Institution

C. Thomas provided an update about communications with City of Nanaimo staff to obtain data about participation in recreational and cultural programs offered by the City. C. Thomas indicated that she had requested City of Nanaimo staff to provide data about the total number of registrations for recreational courses for selected years, and the total number of admissions for swimming and skating sessions for selected years. C. Thomas indicated that City staff committed to determining what data they could provide.

d) Sustainability Report – Technical Advisors

C. Thomas provided an update regarding the solicitation of technical advisors and the assistance they might provide. C. Thomas indicated that contact would be made with technical advisors when there is more clarity regarding the specific assistance that would be most appropriate for them to provide.

NEW BUSINESS

a). Sustainability Report – October 7, 2005 Draft Portions of Report

C. Thomas provided an overview of the October 7, 2005 draft portions of the Sustainability Report. C. Thomas stated that a framework for what will become the longer, more technical version of the Sustainability Report is provided. C. Thomas stated that the framework includes a draft table of contents, a first draft of text for the introductory sections of the report, and draft content for some parts of the report in the Environmental Capital section in bullet form, along with selected graphical material. C. Thomas requested RGMAC feedback about the draft text portions, the new subtitles to arrange discussion about each indicator, the draft content for some parts of the report provided in bullet form, and the most appropriate way to involve the RGMAC in the report development.

The RGMAC reviewed the new subtitles to arrange discussion about each indicator, and approved them with some minor amendments. The approved subtitles are as follows: What does this indicator tell us? Why is this important to our sustainability? Where do we want to go? Where are we right now? What are the limitations?

J. Farooq suggested that the report should include a section that discusses the interrelationships among the sustainability indicators used in the report and the overall sustainability of the region, and that some of this material should be located in the report Executive Summary. The RGMAC concurred.

The RGMAC reviewed and concurred with the proposed content of the introductory section of the report.

The RGMAC discussed whether the report should provide a grading symbol (such as: pass/fail, A/B/C/D/E/F, heading in the right direction/heading in the wrong direction arrows) to illustrate how well the region is doing in regard to each indicator. The RGMAC decided that the report should provide a grading symbol for each indicator, that it should be based on the 'heading in the right direction/heading in the wrong direction' typology, and that a third assessment of 'uncertain/unable to determine from the data' should be incorporated.

The RGMAC decided that an appropriate way to involve members in the development of the report is for each member to answer the question, "Why is this important to sustainability?" for each of the same indicators they prepared directional statements and provide this material electronically to C. Thomas for review and inclusion in the report. A deadline of mid January 2006 was set for this assignment.

The RGMAC decided that it should review report information for a select number of indicators at each future meeting, rather than review the entire report at each meeting.

The RGMAC reviewed the material in the report about the following indicators: domestic water consumption trends, change in groundwater levels, change in amount of ALR land, and amount of waste to landfill/amount of waste diverted from landfill/amount recycled. The RGMAC concurred with the type of material provided regarding in each topic, and made suggestions regarding specific improvements to the material.

R. Peterson suggested that the Sustainability Report should include information about an additional indicator regarding the quality of drinking water in the region, and suggested that the information for the indicator is readily available. The RGMAC concurred that the report should include discussion related to drinking water quality. R. Peterson committed to preparing draft material regarding this indicator.

R. Peterson indicated that he and G. Buckingham had met with Ministry of Environment staff to discuss matters related to habitat protection, water quality monitoring, the creation of a biodiversity index for aquatic habitats, and the air quality measurements taken at the Labeieux Road monitoring station. R. Peterson stated that he anticipates receiving information from the Ministry about these topics.

NEXT MEETINGS

The next meet is Tuesday, November 29, 2005.

ADJOURNMENT

Director Holdom adjourned the meeting at 8:45 PM.

Chair, Director Bill Holdom

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE
REGIONAL PARKS AND TRAILS ADVISORY COMMITTEE INAUGURAL MEETING
HELD ON TUESDAY, OCTOBER 25, 2005
IN THE RDN COMMITTEE ROOM**

Present:

Director Larry McNabb	Chair
Director Joe Stanhope	
Director Henrik Kreiberg	
Director David Bartram	
Frank Van Fynde	
Peter Rothermel	
Harriet Rueggeberg	

Staff:

Neil Connelly	General Manager of Community Services
Tom Osborne	Manager of Recreation and Parks

CALL TO ORDER

Director McNabb called the meeting to order at 2:00 P.M. and all Committee members were welcomed and introduced.

MINUTES

Inaugural Meeting, no minutes were adopted.

COMMUNICATIONS / CORRESPONDENCE

MOVED Director Bartram, SECONDED Director Stanhope, that the letter from Mr. Dick Varney, RFP regarding the Hamilton Marsh Property be received.

CARRIED

REPORTS

Regional Parks and Trails Committee Terms of Reference

T. Osborne reviewed the Terms of Reference with the Committee and provided background on the establishment of the Committee and the adoption of the Regional Parks and Trail Plan (2005 – 2015).

The Committee discussed issues in regard to Crown Land identification, organizational changes to Land and Water BC and First Nation Treaty settlement implications on Crown Land tenures.

Amendment of Regional Parks Function to Include Municipalities

T. Osborne reviewed the recent amendment approved by the Regional Board to include the four municipalities in the Regional Parks Function.

Director Stanhope passed on his gratitude to the City of Nanaimo for taking the lead in the initiative.

Director Bartram indicated that the existing staffing resources will be challenged to meet the needs of the growing inventory of Regional Parks and Trails in addition to services provided to Electoral Area Community Parks. Staff informed the Committee that the Parks Volunteer Coordinator position proposed in the Regional Parks and Trail Plan was considered, however it was recommended at this time that a Parks Superintendent position be established and current staff activities be reviewed in order to assist with the demands on the Parks and Trail system.

Overview Presentation on Current Regional Parks and Trails

T. Osborne provided a Power Point presentation to the Committee that outlined the RDN existing Regional Parks and Trails, current operating and maintenance programs underway, and future projects that will be required.

Moved Director Stanhope, Seconded Director Bartram that the reports and presentation be received.

CARRIED

NEW BUSINESS

2005 Provisional Budget Summary and Five Year Financial Plan

T. Osborne provided an overview to the Committee of the 2006 Budget and Five Year Financial Plan as provided to the Board. Mr. Osborne informed the Committee that with the funding changes in the Regional Parks Function, in 2006 there will be \$325,590 available in new funding that could be applied to acquisitions. In 2011 when all jurisdictions are providing full funding to Regional Parks, \$532,980 would be available annually for Regional Parks Acquisitions and \$80,000 for bridge projects.

Staff informed the Committee, that the 2.5% requisition increases provided for in the Five Year Financial Plan's operational budget are based on the existing inventory of Regional Parks and should new parks be added and depending on their nature and requirements, this amount will need to be amended accordingly through the annual budget processes

Update on Regional Park Acquisitions

Moved Director Stanhope, Seconded David Bartram, that pursuant to Section (90) (1) E of the Community Charter that the meeting proceed to In Camera to consider land issues.

CARRIED

At 3:02 pm the Committee Moved to In Camera Discussions. At 3:12 pm the Committee Reconvened the Regular Meeting.

Regional Parks and Trails Tour

The Committee discussed and agreed that tours of the RDN's Regional Parks and Trails would be beneficial to Committee members and for these to be arranged in the spring of 2006.

NEXT MEETINGS

TBA, to be scheduled in February 2006 upon the new Board appointments

ADJOURNMENT

Director McNabb adjourned the meeting at 3:18 PM.

Chair, Director Larry McNabb

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE AREA 'B' PARKS AND OPEN SPACE ADVISORY COMMITTEE
REGULAR MEETING HELD ON MONDAY, 12 SEPTEMBER 2005 AT 7:00 PM
WOMEN'S INSTITUTE HALL, GABRIOLA ISLAND

In Attendance

Randy Young	Carol Boyce	Michael McCrae
Marylyn Beaubien	Director Gail Lund	

Staff Joan Michel

Absent

Ron Holmes	Don McLaughlin	Kerry Marcus
Jacqueline Cecil Sears		

In the absence of Chairman D. McLaughlin, J. Michel called the meeting to order at 7:26 pm.

ADOPTION OF AGENDA

MOVED G. Lund, SECONDED M. McCrae that the Agenda be adopted. CARRIED

DELEGATIONS AND PRESENTATIONS

None.

APPROVAL OF MINUTES

MOVED G. Lund, SECONDED C Boyce, that the Minutes of the 20 June 2005 Area 'B' Parks and Open Space Advisory Committee (POSAC) regular meeting be approved as presented. CARRIED

BUSINESS ARISING FROM MINUTES

Centre Stage Holdings Density Transfer

The density transfer is now complete and 707 acres of new community parkland have been transferred to the Regional District of Nanaimo on behalf of the residents of Area B. Six parcels are involved and these include some easements in favour of the new park across neighbouring properties; an easement across the parkland in favour of a neighbouring parcel was removed before title transferred to the RDN. The Islands Trust Fund placed two conditions on the RDN's receiving the parkland: (1) that a management plan with community input be developed for the park, and (2) that a conservation covenant be placed on the parkland. Discussion followed on the nature of management plans. It was clarified that these plans typically cover a planning period of five to ten years and are updated regularly and as required. Planning consultants are hired through a competitive process to lead the community through the public consultation process as well as advise on park planning. It can take six months to a year to complete a management plan, with final plan approval coming from the Regional Board. It is unlikely that a full management plan for the new park will be initiated before 2007. In the meantime, the RDN will focus on interim management issues such as fire risk and other hazards, garbage removal, identifying trailheads and securing access to the park, the installation of initial signage and general inventory of park features. The park has come with an extensive network of logging roads so no new trail development is required in the short term. The Committee discussed the end of hunting on the property and the need to clarify this change with the hunting public. The need for a park name was also discussed.

Cox Community Park Density Transfer

Director Lund reported that negotiations continue.

COMMUNICATIONS AND CORRESPONDENCE

Wedding Park Use Permit Application

A request to hold a wedding ceremony at Hummingbird Community Park has been received. The Committee provided advice on the suitability of the park and expressed a lack of concern about event parking. The applicant is being directed to post signage in advance of the special day in order to alert other park users.

BUSINESS ARISING FROM DELEGATIONS, COMMUNICATIONS AND CORRESPONDENCE

Spring Beach

The Ministry of Transportation was pleased to receive the Committee's motion, passed at its 20 June 2005 regular meeting, in support of the Ministry's compromise solution to D. Pellant's proposal to purchase undeveloped Spring Beach road allowance.

STANDING REPORTS

Beach Accesses (BAs) and Undeveloped Road Allowances (URAs)

The Ministry of Forests has completed its work cleaning up Fin Road after a neighbour illegally logged the URA. When Area B is ready to proceed with some trail development on the URA, the Ministry of Transportation will assist in dealing with the neighbour.

Community Parks (CPs)

- The Cox CP boardwalk in the wetland by the River Place entrance is nearing completion. GaLTT volunteers have been helping with the installation of decking. The next task is to complete the trail from the boardwalk up to the end of River Place, and install signage. J. Michel asked Committee members to think about the formation of an 'environmental group' to help advise on matters green, e.g., the wetlands at the boardwalk, to steward wetlands and to develop and deliver interpretive information.
- Staff from the Province's Conservation Data Centre studied the grove of trembling aspen at Joyce Lockwood CP during the summer; the study report will be forward to Committee members once received by the RDN. R. Young noted that ditch cleaning at the entrance to the Park may interfere with the aspen habitat; J. Michel to follow up.

Mudge Island

A number of Mudge residents would like to see an apportionment of the Area B Parks budget such that Mudge receives a discrete annual amount for park, trail and beach access development, and Mudge residents alone help RDN Parks staff determine how the money is spent on that Island. To be reviewed in the new year.

Volunteer Appreciation Certificates

The Committee agreed that certificates would be produced once a year, and in time for Earth Day celebrations in April.

Memorial Benches

Two memorial bench requests have been received, and the Committee provided input on good places for bench installations, e.g., BA #29, all the Whalebone parks, El Verano, Malaspina and Cox.

Gabriola Land and Trails Trust (GaLTT)

No report; activities were suspended during the summer.

Director's Update

Nothing further to report.

RDN Regional Parks

- J. Michel advised that the Regional Board is considering a parcel tax including the municipalities in the Region that would result in a significant increase to the regional parks annual acquisition budget.
- The Region will celebrate BC Rivers Day (the last Sunday of September every year) and also World Rivers this year, at Englishman River Regional Park.
- The Region is participating in a drive by the BC Federation of Mountain Clubs to see the Arrowsmith Massif preserved as park, ideally provincial park.

NEW BUSINESS

None.

COMMITTEE ROUND TABLE

None.

NEXT MEETING

The next meeting will be held Monday, 14 November 2005, 7 pm at the Women's Institute Hall.

ADJOURNMENT

MOVED G. Lund, SECONDED M. Beaubien, that the meeting be adjourned.

CARRIED

TIME **9:03 PM**

D. McLaughlin
Chairman

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE TRANSIT BUSINESS PLAN UPDATE SELECT COMMITTEE
MEETING HELD ON THURSDAY
OCTOBER 27, 2005, AT 12:00 NOON
IN THE BOARD CHAMBERS

Present:

Director T. Krall	Chairperson
Director L. McNabb	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director T. Westbrook	Town of Qualicum Beach
A/Director F. Joe Burnett	Electoral Area A
Director J. Stanhope	Electoral Area G

Also in Attendance:

N. Connelly	General Manager, Community Services
D. Trudeau	Manager, Transportation Services
L. Kiteley	Superintendent, Transportation Services
T. Moscrip	City of Nanaimo

Regrets:

Director H. Kreiberg	Electoral Area 'A'
Director D. Haime	Electoral Area 'D'

MINUTES

MOVED Director McNabb, SECONDED Director Westbrook, that the minutes of the Transit Business Plan Update Select Committee meeting held on September 22, 2005 be received for information.

CARRIED

ADMINISTRATION

1. Transit and HandyDART Fare Review

MOVED by Director Westbrook, SECONDED by Director Holdom that the report on the review of the conventional transit and HandyDART fares be received for information.

CARRIED

MOVED by Director Westbrook SECONDED by Director Stanhope that the conventional transit and HandyDART fares be increased effective January 1, 2006 as outlined in Figure 1.

DEFEATED

Committee members discussed various items including: the potential impacts to ridership, the fare levels relative to other transit systems, the cost pressures for fuel and other operating activities, the levels of funding required to support the system and the allocations between the tax requisition and the revenues from fares and the projected \$60,000 in additional revenue from the proposed changes to fares.

MOVED by Director Westbroek SECONDED by Director Holdom that the conventional transit fares remain unchanged and that the HandyDART fares be increased from \$11.25 to \$13.75 for a book of five tickets and that the monthly pass be eliminated as outlined in the staff report.

CARRIED

The Chair requested that his position of not supporting the motion be noted.

Qualicum Beach Transit Review

D. Trudeau provided an update on service options that are being reviewed for the District 69 system. Reference was made to a broader assessment to include areas outside of Qualicum Beach, the potential financial impacts among the participants that share in the costs of the service and the plans for report preparation for consideration by the Committee and public consultation in the new year.

NEW BUSINESS

HandyDART service on Remembrance Day for Legion members was discussed. Staff indicated that plans will be developed for two buses and drivers to be made available to provide service for the Remembrance Day event using the resources that can be organized as directed by the Board.

Director Stanhope referred to a HandyDART service request from a resident in the Dashwood area and requested that staff follow up with the individual.

ADJOURNMENT

The meeting was adjourned at 12:50 pm to proceed to an In Camera meeting.

T. Krall, Chair

TO: Dennis Trudeau
Manager of Transportation Services

DATE: October 20, 2005

FROM: Laura Kiteley
Transportation Superintendent

FILE:

SUBJECT: Conventional Transit and HandyDART Fare Review

PURPOSE

To provide a detailed analysis of RDN Transit's current fare structure, comparing it with other tier one systems and to make recommendations on possible fare changes for January 2006.

BACKGROUND

With the overall cost increases the Transit system is facing, and leading into the planning cycle for 2006, the timing for a full review of the fare structure is appropriate. Information that will assist in determining whether a fare increase is necessary to help offset some of the increased costs is provided below.

As part of this analysis, a comparison with what other tier one systems (systems similar in size to ours) are charging was undertaken, to determine whether we are charging similar fees for our services or conversely to see if we are higher (or lower). A review of all discounted fares and the fare structure itself was also completed to determine if our discounted rates are in accordance with BC Transit's recommendations on discount fares.

In HandyDART, the fares have not increased since 1999, whereas in transit, the last two fare increases were in 1999 and then again in 2003. The chart shows the current fares charged by system:

Conventional Transit

	Nanaimo	Whistler	Kelowna	Kamloops	Prince George	C.F.Valley
<i>Cash Fare</i>						
Adult/College Student	\$2.00	\$1.50	\$2.00	\$2.00	\$2.00	\$1.50
Student/Senior	\$1.75	\$1.25	\$1.75	\$1.50	\$1.50	\$1.25
<i>Tickets - sheet of 10</i>						
Adult	\$18.00	\$13.00	\$18.50	\$30.00	\$15.00	\$13.50
Student/Senior/College	\$15.75	\$11.00	\$16.00	\$25.00	\$12.50	\$11.25
5 ride, 10 ride, 20 ride, 7 day passes also avail.						
<i>Day Pass</i>						
Adult	\$5.00	n/a	\$5.00	\$4.00	n/a	\$4.00
Student/Senior/College	\$4.00	n/a	\$4.00	\$3.50	n/a	\$3.00

	Nanaimo	Whistler	Kelowna	Kamloops	Prince George	C.F.Valley
<i>Monthly Pass</i>						
Adult	\$58.00	\$50.00	\$47.00	\$48.00	\$48.00	\$42.00
College Student*	\$47.00	\$35.00	\$33.00	\$33.00	\$32.00	\$34.00
Student/Senior	\$35.00	\$35.00	\$38.00	\$28.00	\$32.00	\$34.00
Semester Pass*	\$150.00	n/a	\$122.00	n/a	n/a	n/a
*for students, available only at the college			Full time students to grade 12, with valid ID, \$30.00	UPASS - \$40.00 per semester		Students pay \$28 Four 1 month passes: \$85 Students, \$105 College Student

HandyDART

	Nanaimo	Whistler	Kelowna	Kamloops	Prince George	C.F.Valley
Single fare	\$2.50	\$2.50	\$2.25	\$2.00	\$2.00	\$2.25
Book of 5 tickets	\$11.25	n/a	\$11.25	\$10.00	\$10.00	n/a
Monthly Pass	\$75	n/a	n/a	n/a	n/a	n/a

All prices are based on current fares that were in place as of September, 2005

**Kelowna fares based on multi zone, as are Whistler & CF Valley HandyDART*

**Effective dates denote the fare in the riders guide, not when the system had a fare increase*

In looking at the financial data, the following observations can be made:

- Nanaimo's adult monthly transit pass is 28% higher than C.F. Valley, 17% higher than Prince George & Kamloops, 19% higher than Kelowna and 14% higher than Whistler
- Nanaimo's adult cash transit fare is 25% higher than C.F. Valley & Whistler, and on par with Kamloops, Kelowna and Prince George
- Nanaimo's adult handyDART fare is 20% higher than Prince George and Kamloops, 10% higher than C.F. Valley & Kelowna, and the same as Whistler

BC Transit has provided data that suggests that customers are sensitive to fare increases in transit, and that while the normal rate of decline in ridership is 3% for every 10% increase in fares, they feel that our decline may in fact be significantly more as the department are higher than other tier one systems in most fare categories, as the above data outlines. These figures are based on historical trends however, and do not reflect the changes that have occurred in the global economy – specifically fuel increases. Through effective marketing, staff believes the department can mitigate potential losses by educating the public on why the fares are increasing.

The Regional District of Nanaimo has higher operational costs due to our linear system (routes that run primarily north and south), which costs more to operate than a grid type system. Costs continue to rise each year; with fuel costs alone having increased from \$990,000 to \$1.3 million. Fuel prices for transit have increased from \$0.60 to \$0.90 a litre. In addition, all major transit providers (i.e. airline companies, BC Ferries, trucking companies) have added transportation surcharges, transit fares have not increased to reflect our additional operational costs.

Proposed increases for fares are outlined in Figure 1 below. Cash fares for conventional transit would increase to \$2.25 from \$2.00 and in Handy DART where tickets are sold in books of five, the single ride cash equivalent fare would increase from \$2.25 to \$2.75. In the case of monthly passes for students, adults and seniors, as well as the semester pass for Malaspina University College students, no change is being recommended.

The HandyDART monthly pass, which approximately forty clients currently take advantage of, is proposed to be discontinued. The monthly pass was instituted on a trial basis; but, the Department has found that the discounted pricing is not sustainable. Currently customers that use HandyDART passes are riding an average of 40 times per month while the price structure was based on 32. Customers also have service expectations of a monthly pass that exceed current capacity, (i.e. unlimited use, unlimited numbers of trips a day) notwithstanding that the Department is unable to meet the demands for rides.

Figure 1

	1999 Rates	2003 Rates	2006 Proposed
Cash Fare			
Adult/College Student	\$1.75	\$2.00	\$2.25
Student/Senior	\$1.50	\$1.75	\$2.00
Tickets - sheet of 10			
Adult	\$15.75	\$18.00	\$20.25
Student/Senior/College	\$3.50	\$15.75	\$18.00
Day Pass			
Adult	\$4.50	\$5.00	\$5.75
Student/Senior/College	\$3.50	\$4.00	\$4.50
Monthly Pass			
Adult	\$52.00	\$58.00	\$58.00
College Student	\$42.00	\$47.00	\$47.00
High School Student/Senior	\$30.00	\$35.00	\$35.00
Semester Pass	\$134.00	\$150.00	\$150.00
HandyDART			
Single fare	\$2.50	\$2.50	n/a
Book of 5 tickets	\$11.25	\$11.25	\$13.75
Monthly Pass		\$75.00	n/a

ALTERNATIVES

1. That fares for conventional transit and HandyDART be increased by the proposed amounts effective January 1, 2006.
2. That fares for conventional transit and HandyDart not be increased.

FINANCIAL IMPLICATIONS

The fare changes are projected to increase revenue to the system by \$60,000.

SUMMARY/CONCLUSIONS

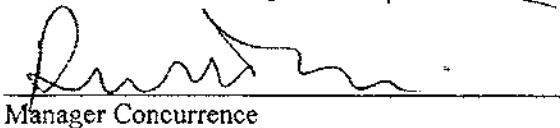
Over the past year there have been considerable cost increases in providing transit services due to higher fuel and operating costs. While all major transit providers (i.e. airline companies, BC Ferries, trucking companies) have added transportation surcharges, Regional District transit fares have not changed since January 2003.

Staff is recommending increases for fares; Cash fares for conventional transit would increase to \$2.25 from \$2.00 and in Handy DART where tickets are sold in books of five, the single ride cash equivalent fare would increase from \$2.25 to \$2.75. In the case of monthly passes for students, adults and seniors, as well as the semester pass for Malaspina University College students, no change is being recommended. As the conventional monthly pass is a key strategy in developing a strong commuter market and regular transit use among our customers it is proposed that they not increase in price, thereby encouraging more customers to convert to prepaid monthly passes. There are several advantages to customers that use prepaid passes, and the Department's marketing ads will outline these advantages along with the rising fuel cost pressures that are impacting the transit system.

RECOMMENDATIONS

1. That the report on the review of the conventional transit and HandyDART fares be received for information.
2. That conventional transit and HandyDART fares be increased effective January 1, 2006 as outlined in Figure 1.


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