

REGIONAL DISTRICT OF NANAIMO

**BOARD MEETING
TUESDAY, NOVEMBER 28, 2006
7:00 PM**

(RDN Board Chambers)

A G E N D A

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- 1. CALL TO ORDER**
- 2. DELEGATIONS**
 - 11 **Ron Tansichuk, Nanaimo Area Land Trust**, re Request for Operational Funding.
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 - 23 **Ernest Pallot**, re Development Permit Application No. 60652 – Luksay – Viking Way – Area G.
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 - 26 **Elaine Hamilton**, re Resignation from the City of Nanaimo, Parks, Recreation & Cultural Commission.

6. UNFINISHED BUSINESS

BYLAWS

For Adoption.

Bylaw No. 791.15 (All Directors – One Vote)

That “Rural Streetlighting Local Service Area Boundary Amendment Bylaw No. 791.15, 2006” be adopted.

This is a bylaw to install streetlights at the intersections of Northwest Bay Road at Apollo Drive and Powder Point Road – Area E.

Bylaw No. 975.44 (All Directors – One Vote)

That “Regional District of Nanaimo Pump and Haul Local Service Area Amendment Bylaw No. 975.44, 2006” be adopted.

This is a bylaw to remove the property located at 7357 Industrial Road (District of Lantzville) from the Pump and Haul Local Service Area.

Bylaw No. 975.45 (All Directors – One Vote)

That “Regional District of Nanaimo Pump and Haul Local Service Area Amendment Bylaw No. 975.45, 2006” be adopted.

This is a bylaw to include a property located at 626 South Road into the Pump and Haul Local Service Area – Area B and to remove a property located at 306 Kinkade Road from the Pump and Haul Local Service Area – Area G.

7. STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE

27-29 Minutes of the Electoral Area Planning Committee meeting held November 14, 2006. (for information)

COMMUNICATIONS/CORRESPONDENCE

Ross Peterson, re Development on the Nanoose Estuary at 2991 Northwest Bay Road. (Electoral Area Directors except EA ‘B’ – One Vote)

That the correspondence received from Ross Peterson regarding the development of a bed and breakfast structure on the Nanoose Estuary at 2991 Northwest Bay Road be received for information.

PLANNING

AMENDMENT APPLICATIONS

Zoning Amendment Application No. AA0604 – Addison – Myles Lake Road – Area C. (Electoral Area Directors except EA 'B' – One Vote)

That Amendment Application No. AA0604 be held in abeyance pending the development of an amendment application review process establishing criteria for reviewing proposed OCP/Zoning amendment applications involving RGS 'fine tuning' amendments.

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. 60647 – Mardaga and Giroux – 3790 Mallard Place – Area E. (Electoral Area Directors except EA 'B' – One Vote)

That Development Permit Application No. 60647 to facilitate construction of a dwelling unit and accessory building, for the parcel legally described as Lot 22, District Lot 78, Nanoose District, Plan 28595, be approved according to the conditions outlined in Schedules No. 1, 2 and 3.

Development Permit Application No. 60652 – Luksay – Viking Way – Area G. (Electoral Area Directors except EA 'B' – One Vote)

Delegations wishing to speak to Development Permit No. 60652.

That Development Permit Application No. 60652, to vary the minimum front lot line setback requirements of the Residential 5 (RS5) zone from 8.0 metres to 5.48 metres to permit the construction of a dwelling unit on Lot 23, District Lot 28, Nanoose District, Plan VIP76143 located on Viking Way, be approved subject to the terms outlined in Schedule No. 1 and to the notification procedure pursuant to the Local Government Act.

DEVELOPMENT VARIANCE PERMIT

Development Variance Permit Application No. 90622 – Peck – 2135 Sherritt Drive – Area E. (Electoral Area Directors except EA 'B' – One Vote)

Delegations wishing to speak to Development Variance Permit No. 90622.

That Development Variance Permit Application No. 90622, submitted to vary the minimum setback and maximum height requirements, as set out on Schedule No. 4, to allow the construction of an addition and modification to an existing single dwelling unit and accessory building on Lot A, District Lot 37, Nanoose District, Plan 46562, be approved subject to the conditions contained in Schedules No. 1, 2 and 3 and to the notification procedure pursuant to the Local Government Act.

Development Variance Permit Application No. 90624 – Dailly – 1315 Marina Way – Area E. (Electoral Area Directors except EA ‘B’ – One Vote)

Delegations wishing to speak to Development Variance Permit No. 90624.

That Development Variance Permit Application No. 90624, to relax the minimum setback and maximum height requirements, as set out on Schedule No. 1, to accommodate the construction of an accessory building for the property legally described as Lot 32, Block A, District Lot 38, Nanoose District, Plan 10777, be approved subject to the conditions contained in Schedules No. 1, 2 and 3 and to the notification procedure pursuant to the Local Government Act.

Development Variance Permit Application No. 90625 – Malo – 2620 South Forks Road – Area C. (Electoral Area Directors except EA ‘B’ – One Vote)

Delegations wishing to speak to Development Variance Permit No. 90625.

That Development Variance Permit Application No. 90625 be approved according to the terms in Schedule No. 1 and subject to the notification procedure pursuant to the Local Government Act.

OTHER

Request for Acceptance of Parkland and Relaxation of the Minimum 10% Perimeter Frontage Requirement – JE Anderson & Associates, BCLS, on behalf of 504351 BC Ltd. (Camelot Homes) – Ballenas and Wall Beach Roads – Area E. (Electoral Area Directors except EA ‘B’ – One Vote)

- 1. That the request for relaxation of the minimum 10% perimeter frontage requirement, submitted by JE Anderson, BCLS, on behalf of 504351 BC Ltd. (Camelot Homes), in conjunction with the subdivision on the parcel legally described as Lot 1, District Lot 72, Nanoose District, Plan 4058 Except Those Parts in Plans 15430, 17630 and 17681 and located adjacent to Ballenas and Wall Beach Roads, be approved.*
- 2. That the applicant provide 5% cash in lieu of park land.*

7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

30-36 Minutes of the Committee of the Whole meeting held November 14, 2006. (for information)

CORPORATE ADMINISTRATION SERVICES

ADMINISTRATION

Procedure Bylaw No. 1512.

(All Directors – One Vote)

- 1. That “Regional District of Nanaimo Board Procedure Bylaw No. 1512, 2006” be introduced and read three times.*

(All Directors – 2/3)

2. That “Regional District of Nanaimo Board Procedure Bylaw No. 1512, 2006” be adopted.

FINANCE AND INFORMATION SERVICES

FINANCE

Northern Community Sewer LSA Capital Charge Amendment Bylaw No. 1331.02.

(Electoral Areas E, F, G & H, Parksville, Qualicum Beach – Weighted Vote)

1. That “Northern Community Sewer Local Service Area Capital Charge Amendment Bylaw No. 1331.02, 2006” be introduced for first three readings.

(All Directors – 2/3)

2. That “Northern Community Sewer Local Service Area Capital Charge Amendment Bylaw No. 1331.02, 2006” having received three readings be adopted.

French Creek Sewer LSA Amendment Bylaw No. 813.38 and Northern Community Sewer LSA Amendment Bylaw No. 889.43. (All Directors – One Vote)

1. That “French Creek Sewer Local Service Area Amendment Bylaw No. 813.38, 2006” be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.
2. That “Northern Community Sewer Local Service Area Amendment Bylaw No. 889.43, 2006” be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

Operating Results to September 30, 2006. (All Directors – One Vote)

That the summary report of financial results from operations to September 30, 2006 be received for information.

Financial Plan Review Schedule. (All Directors – One Vote)

That the proposed budget and financial plan review schedule be received for information.

FIRE DEPARTMENTS

Renewal of Fire Protection Service Agreement – Dashwood Volunteer Fire Department. (All Directors – Weighted Vote)

That the fire services agreement with the Dashwood Volunteer Fire Department be renewed for a five-year term from January 1, 2007 to December 31, 2011 and that the agreement provide for up to four additional five-year renewal periods.

Waterloo/Yellowpoint Fire Protection Service Options. (All Directors – One Vote)

That staff be directed to enter into consultations on either of the options of a service agreement or a boundary extension with the North Cedar Improvement District and advise the Cowichan Valley Regional District that the Regional District of Nanaimo expects to seek an amendment to its contract in 2007.

Meadowood Fire Protection Service Establishing Bylaw No. 1509, Meadowood Fire Protection Service Loan Authorization Bylaw No. 1510 and Dashwood Fire Protection Service Capital Charge Bylaw No. 1511. (All Directors – One Vote)

- 1. That “Meadowood Fire Protection Service Establishing Bylaw No. 1509, 2006” be introduced for first three readings.*
- 2. That “Meadowood Fire Protection Service Loan Authorization Bylaw No. 1510, 2006” be introduced for first three readings.*
- 3. That “Dashwood Fire Protection Service Capital Charge Bylaw No. 1511, 2006” be introduced for first three readings.*

Electoral Area ‘F’ Community Parkland Rededication Bylaw No. 1508. (All Directors – One Vote)

- 1. That “Electoral Area ‘F’ Community Parkland Re-dedication Bylaw No. 1508, 2006” be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.*
- 2. That the “Elector Response Form” attached to this report be approved for the purposes of seeking elector approval.*

DEVELOPMENT SERVICES

REGIONAL PLANNING

State of Sustainability Report. (All Directors – One Vote)

That the sustainability report, “Prospering Today, Protecting Tomorrow: The State of Sustainability of the Regional District of Nanaimo”, be received.

That staff be directed to prepare a summary of the State of Sustainability report and distribute it to all RDN residents.

ENVIRONMENTAL SERVICES

LIQUID WASTE

Greater Nanaimo Pollution Control Centre Gravity Thickeners Project – Tender Award.

(Nanaimo, Lantzville, EA 'C' – Weighted Vote)

1. *That the revised budget and funding sources, development cost charge reserves, surplus bylaw funds and general reserves be approved.*

(All Directors – Weighted Vote)

2. *That the Regional District award the supply contract to WesTech Engineering Inc. to provide sludge collector mechanisms and aluminum covers for the tendered price of \$228,517.*

UTILITIES

Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.01.

(All Directors – One Vote)

1. *That "Barclay Crescent Sewer Rates and Regulation Amendment Bylaw No. 1472.01, 2006" be introduced for first three readings.*

(All Directors – 2/3)

2. *That "Barclay Crescent Sewer Rates and Regulation Amendment Bylaw No. 1472.01, 2006" having received three readings be adopted.*

Request for Reduction in Water Use Billing – Englishman River Water Service Area. (All Directors – One Vote)

That the Board deny the request by the owners of 2005 Kaye Road in the Englishman River Water Service Area (account #0123557) for a reduction in their summer 2006 water utility invoice from \$6,671.05 to \$2,000.00.

French Creek Sewer LSA Amendment Bylaw No. 813.39 and Northern Community Sewer LSA Amendment Bylaw No. 889.44. (All Directors – One Vote)

1. *That "French Creek Sewerage Facilities Local Service Area Amendment Bylaw No. 813.39, 2006" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*
2. *That "Northern Community Sewer Service Area Amendment Bylaw No. 889.44, 2006" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.*

RECREATION AND PARKS SERVICES

Community Parks Amendment Bylaws. (All Directors – One Vote)

1. *That “Electoral Area ‘B’ Community Parks Local Service Amendment Bylaw No. 799.07, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
2. *That “Electoral Area ‘C’ (defined Area ‘C’) Community Parks Local Service Amendment Bylaw No. 801.06, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
3. *That “Electoral Area ‘C’ (defined Area ‘D’) Community Parks Local Service Amendment Bylaw No. 802.04, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
4. *That “Electoral Area ‘E’ Community Parks Local Service Amendment Bylaw No. 803.04, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
5. *That “Electoral Area ‘F’ Community Parks Local Service Amendment Bylaw No. 804.04, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
6. *That “Electoral Area ‘G’ Community Parks Local Service Amendment Bylaw No. 805.05, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
7. *That “Electoral Area ‘H’ Community Parks Local Service Amendment Bylaw No. 806.05, 2006” be introduced for three readings and forwarded to the Inspector of Municipalities for approval.*
8. *That the introduction of “Electoral Area ‘A’ Community Parks Local Service Amendment Bylaw No. 798.06, 2006” be deferred pending the outcome of the Area ‘A’ Master Plan review.*

Nanoose Place Lease Agreement Renewal. (All Directors – Weighted Vote)

That the Board approve the lease agreement between the Nanoose Bay Activities and Recreation Society and the Regional District of Nanaimo for the property legally described as Lot 2, District Lot 6, Nanoose District, Plan 50996 for a five year term expiring on December 31, 2011.

Electoral Area ‘F’ Parks and Open Space Advisory Committee Terms of Reference. (All Directors – One Vote)

That the Terms of Reference for the Electoral Area ‘F’ Parks and Open Space Advisory Committee be approved.

UBCM Community Tourism Program. (All Directors – One Vote)

That the application for the Community Tourism Grant be approved to develop, promote and increase tourism related activities in the electoral areas and the Terms and Conditions of the program be accepted.

COMMISSION, ADVISORY & SELECT COMMITTEE

Area ‘A’ Parks and Green Spaces Advisory Committee. (All Directors – One Vote)

That the minutes of the Electoral Area ‘A’ Parks and Green Spaces Advisory Committee meeting held September 21, 2006 be received for information.

That the Morden Colliery Trail Subcommittee be renamed to the Area A Trail Subcommittee which will be chaired by J. Materi and co-chaired by K. Wilson.

Electoral Area ‘A’ Recreation and Culture Service Master Plan Project Committee. (All Directors – One Vote)

That the minutes of the Electoral Area ‘A’ Recreation and Culture Services Master Plan Project Committee meeting held October 30, 2006 be received for information.

East Wellington – Pleasant Valley Parks and Open Space Advisory Committee. (All Directors – One Vote)

That the minutes of the East Wellington – Pleasant Valley Parks and Open Space Advisory Committee meeting held September 25, 2006 be received for information.

Nanoose Bay Parks and Open Space Advisory Committee. (All Directors – One Vote)

That the minutes of the Nanoose Bay Parks and Open Space Advisory Committee meeting held October 2, 2006 be received for information.

District 69 Recreation Commission.

(All Directors – One Vote)

That the minutes of the District 69 Recreation Commission meeting held October 19, 2006 be received for information.

(Parkville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' – Weighted Vote)

1. That the following District 69 Recreation Grants be approved:

Community Recreation Grants:

<i>Arbutus Jumpers Society</i>	\$	2,000
<i>Eagle Park Health Care Facility Auxiliary</i>	\$	2,000
<i>District 69 Family Resource Association</i>	\$	2,381
<i>Nanoose Place Landscaping Project</i>	\$	3,000
<i>Oceanside Ebbtide Slo-Pitch</i>	\$	1,100

Youth Recreation Grants:

<i>Oceanside Track and Field Club (cage)</i>	\$	2,860
<i>Oceanside Track and Field Club (track)</i>	\$	1,500
<i>District 69 Family Resource Association</i>	\$	3,600

2. That staff review the Fall/Winter 2006/2007 Active Living Guide with a view to providing recreation services in Electoral Areas 'F' and 'H'.

Drinking Water Watershed Protection Stewardship Committee. (All Directors – One Vote)

That the minutes of the Drinking Water Watershed Protection Stewardship Committee meeting held October 4, 2006 be received for information.

7.3 EXECUTIVE STANDING COMMITTEE

7.4 COMMISSIONS

7.5 SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

8. ADMINISTRATOR'S REPORTS

37-38 New Year's Eve Transit Service. (Lantzville, Nanaimo, Parkville, Qualicum, EA's A, E, G – Weighted Vote)

39-79 District of Lantzville Development Services Contract Agreements. (All Directors – Weighted Vote)

Top Bridge Construction Tender. (To be circulated) (All Directors – Weighted Vote)

9. ADDENDUM

10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

11. NEW BUSINESS

12. BOARD INFORMATION (Separate enclosure on blue paper)

13. ADJOURNMENT

14. IN CAMERA

Burgoyne, Linda

From: Gail Adrienne [gail@nalt.bc.ca]
Sent: Friday, November 17, 2006 4:20 PM
To: Burgoyne, Linda
Subject: NALT Presentation

Hello Linda,

Tom Osborne has suggested that NALT make our annual presentation ASAP to the RDN Board regarding our request for operational funding .

To that end, could please put us on the agenda for the next Board meeting, on November 28th.

Once again the main presenter will be Ron Tansichuk, with myself supporting and answering any questions.

Thanks
Gail Adrienne

11/20/2006

To: Regional District of Nanaimo

Fax: 390-4163

From: Chuck & Linda Addison

2610 Myles Lake Rd.
Nanaimo, B.C.
V9X 1E7

November 21, 2006

Regional District of Nanaimo

Attention: Linda

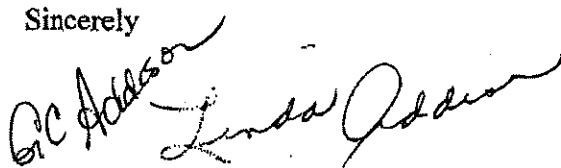
Dear Linda:

Re: November 28, 2006 Board Meeting

Could you please put our names on list of speakers for the November 28, 2006 Regional District Board meeting? We can be reached at 753-3650 if you have any further questions.

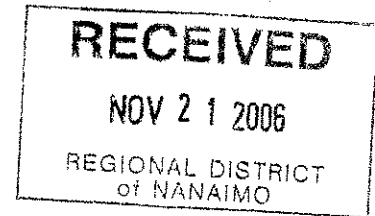
Thank you.

Sincerely

Handwritten signatures of Chuck Addison and Linda Addison in cursive script.

Chuck & Linda Addison

Tom K. Brown & Ingrid Sims
548 Viking Way
Parksville, BC V9P 2Z5
(250) 738 0377



Regional District of Nanaimo
Planning Department
6300 Hammond Road
Nanaimo, BC

RE: Development Permit Application 60652
Lot 23, District Lot 28, Nanoose District Plan VIP76143

We have several objections to this variance. Foremost are traffic safety issues for children of the neighborhood from cars rounding the curve in the vicinity of our home at 548 Viking Way. The variation reduces sight lines for motorists who round the sharp curve, most especially during periods of reduced visibility. Our den, where I spend considerable time during a 24 hour period, has full view of this corner and we frequently observe children riding bicycles, skateboards, and scooters in this area, as well as parents strolling with their children either on foot or in carriages and also towing child trailers behind their bicycles on this roadway.

Additionally, youngsters regularly play games in the street, such as basketball, street hockey and lacrosse at all hours of the day and evening, including periods of limited visibility. My concerns have been such that I have discussed this with a few of the children, their parents and even made a visit to the local RCMP detachment for their comments and possible assistance regarding the situation. As a person who has spent some time in traffic enforcement and investigation in the past, I probably take a more concerned view of such matters.

From a more direct personal view and impact, the reduction of the setback from the requirements substantially reduces our clear view from our front patio and yard, thereby diminishing our opportunity to enjoy the open views afforded the front of our home, and also casting our outdoor patio and barbecue area in shadow a large part of the day. Since we have virtually no backyard, the patio area represents our only opportunity to enjoy this beautiful outdoors.

This also has the potential of reducing the market value of our home, in our opinion. I request that the Development Permit Application 60652 be denied at this time, and that the applicant be required to resubmit this application, with site plans that will include an accurate, to scale plan which will show the set back line of the lot 23 as it relates to the set back extant of the two adjacent lots which appear to be lot 22 (my lot) and lot 31. We would ask that the setback for lot 22 be not less than a line drawn between the setbacks of the two adjacent properties.

To the extent that time and circumstances permit, I hope to supplement this protest with photos illustrating our concerns at the meeting, where I wish to be heard. Additionally, we wish to be timely notified of any extensions, continuations or related meetings or hearings which pertain to this application.

Respectfully submitted

Tom K. Brown
Ingrid Sims

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE REGULAR MEETING OF THE BOARD
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, OCTOBER 31, 2006, AT 7:00 PM IN THE
RDN BOARD CHAMBERS**

Present:

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director B. Sperling	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director S. Herle	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Alternate	
Director B. Dempsey	District of Lantzville
Director D. Brennan	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director B. Holdom	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo

Also in Attendance:

J. Finnie	A/Chief Administrative Officer
M. Pearse	Sr. Mgr. of Corporate Administration
T. Osborne	Gen. Mgr. of Recreation & Parks
P. Thorkelsson	Gen. Mgr. of Development Services
N. Avery	Gen. Mgr. of Finance & Information Services
D. Trudeau	Gen. Mgr. of Transportation Services
N. Tonn	Recording Secretary

CALL TO ORDER

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

DELEGATIONS

Brian Steane, re Development Variance Permit No. 90616 – Meyer – 3512 Bluebill Place – Area E.

Mr. Steane noted his approval of the revised Development Variance Permit Application No. 90616 and asked the Board to consider a policy which would address development of beach accesses including stairs.

Wendy Burns, re Budget Steel.

Ms. Burns raised her concerns with respect to the issuance of a Development Permit to Budget Steel, and provided written background material for the Board's information.

BOARD MINUTES

MOVED Director McNabb, SECONDED Director Bestwick, that the minutes of the regular Board meeting held September 26, 2006 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Brian & Chriss Steane, re Development Variance Permit Application No. 90616 – Meyer – 3512 Bluebill Place – Area E.

MOVED Director Holme, SECONDED Director Dempsey, that the correspondence from Brian and Chriss Steane regarding Development Variance Permit Application No. 90616 be received.

CARRIED

Dietmar Berger, re Development Variance Permit Application No. 90616 – Meyer – 3512 Bluebill Place – Area E.

MOVED Director Holme, SECONDED Director Dempsey, that the correspondence from Dietmar Berger regarding Development Variance Permit Application No. 90616 be received.

CARRIED

Sandra Stephens, re Development Variance Permit Application No. 60624 – Fern Road Consulting Ltd. on behalf of A G Project Management Inc. – McColl Road – Area H.

MOVED Director Holme, SECONDED Director Dempsey, that the correspondence from Sandra Stephens regarding Development Variance Permit Application No. 60624 be received.

CARRIED

Gene & Linda Wray, re Development Permit Application No. 90608 – Zajes/Sims – 2260 Alberni Highway – Area F.

MOVED Director Holme, SECONDED Director Dempsey, that the correspondence from Gene and Linda Wray regarding Development Permit Application No. 90608 be received.

CARRIED

John & Mary Beveridge, re Development Permit Application No. 90608 – Zajes/Sims – 2260 Alberni Highway – Area F.

MOVED Director Holme, SECONDED Director Dempsey, that the correspondence from John and Mary Beveridge regarding Development Permit Application No. 90608 be received.

CARRIED

UNFINISHED BUSINESS

BYLAWS

For Adoption.

Bylaw No. 500.335.

MOVED Director Young, SECONDED Director Burnett, that “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.335, 2006” be adopted.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

ELECTORAL AREA PLANNING STANDING COMMITTEE

MOVED Director Bartram, SECONDED Director Holme, that the minutes of the Electoral Area Planning Committee meeting held October 10, 2006 be received for information.

CARRIED

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. 60624 – Fern Road Consulting Ltd. on behalf of A G Project Management Inc. – McColl Road – Area H.

MOVED Director Bartram, SECONDED Director Biggemann, that Development Permit Application No. 60624, with variances to allow the construction of a dwelling on McColl Road, be approved according to the terms outlined in Schedule No. 1 and subject to consideration of the comments received as a result of public notification.

CARRIED

Development Permit Application No. 60651 – Anderson/Sims – 5151 Island Highway West – Area H.

MOVED Director Bartram, SECONDED Director Holme, that Development Permit Application No. 60651 for a parcel located at 5151 Island Highway, including variances to legalize two existing accessory buildings and one existing deck, and allow the construction of an over height dwelling unit, be approved according to the terms outlined in Schedule No. 1 as amended, subject to the Board's consideration of the comments received as a result of public notification.

CARRIED

DEVELOPMENT VARIANCE PERMIT

Development Variance Permit Application No. 90608 – Zajes/Sims – 2260 Alberni Highway – Area F.

MOVED Director Bartram, SECONDED Director Biggemann, that Development Variance Permit Application No. 90608, to vary "Regional District of Nanaimo Zoning and Subdivision Bylaw No. 1285, 2002", for property located at 2260 Alberni Highway, as outlined on Schedule No. 1, be approved subject to the Board's consideration of the comments received as a result of public notification.

CARRIED

MOVED Director Bartram, SECONDED Director Biggemann, that if terms number 1 to 5 contained in Schedule No. 1 are not complete to the satisfaction of the Regional District of Nanaimo by January 5, 2007, that the Board approval of this permit be withdrawn, and the Board direct staff to withhold the issuance of this permit and proceed with the removal of the illegal addition in accordance with the Court Order issued in November 2005.

CARRIED

Development Variance Permit Application No. 90620 – Dave Scott for 3536696 Canada Inc – 2360 Bonnington Drive – Area E.

MOVED Director Bartram, SECONDED Director Holme, that Development Variance Permit Application No. 90620, to vary the permitted height of an existing dwelling at 2360 Bonnington Drive from 9.83 metres to 10.04 metres, be approved according to the terms outlined in Schedule No. 1 and subject to the Board's consideration of comments received as a result of public notification.

CARRIED

OTHER

Request for Relaxation of the Minimum 10% Perimeter Requirement – Fern Road Consulting Ltd., on behalf of Arthur Coben & Peter Swann – 510 & 530 Grovehill Road – Area H.

MOVED Director Bartram, SECONDED Director Holme, that the request from Fern Road Consulting Ltd., on behalf of Arthur Coben & Peter Swann, to relax the minimum 10% frontage requirement for the proposed Remainder of Lot 42, as shown on the submitted plan of the subdivision of Lot 42, District Lot 81, Newcastle District, Plan 1967, Except Part in Red on Plan 513RW, be approved.

CARRIED

Request for Relaxation of the Minimum 10% Perimeter Frontage Requirement – Timberlake-Jones Engineering Ltd., on behalf of 699399 BC Ltd. – off Northwest Bay Road – Area E.

MOVED Director Bartram, SECONDED Director Holme, that the request for relaxation of the minimum 10% frontage requirement for proposed Strata Lot 9 in conjunction with the subdivision of the property legally described as District Lot 68, Nanoose District, Except Amended Parcel A Thereof and Except Those Parts in Plans 3940, 26680, 27026, 27376, 30341 and VIP80336 be approved subject to Schedule Nos. 1 and 2 of the staff report.

CARRIED

COMMITTEE OF THE WHOLE STANDING COMMITTEE

MOVED Director Brennan, SECONDED Director Westbrook, that the minutes of the Committee of the Whole meeting held October 10, 2006 be received for information.

CARRIED

CORPORATE ADMINISTRATION SERVICES

RDN Officers Appointment and Delegation Bylaw No. 1507 and RDN Officers and Management Employees Terms and Conditions of Employment Amendment Bylaw No. 1417.02.

MOVED Director Westbrook, SECONDED Director Holdom, that the "Regional District of Nanaimo Officers Appointment and Delegation Bylaw No. 1507, 2006" be introduced and read three times.

CARRIED

MOVED Director Westbrook, SECONDED Director Brennan, that the "Regional District of Nanaimo Officers Appointment and Delegation Bylaw No. 1507, 2006" be adopted.

CARRIED

MOVED Director Westbrook, SECONDED Director Brennan, that "RDN Officers and Management Employees Terms and Conditions of Employment Amendment Bylaw No. 1417.02, 2006" be introduced and read three times.

CARRIED

MOVED Director Westbrook, SECONDED Director Holdom, that "RDN Officers and Management Employees Terms and Conditions of Employment Amendment Bylaw No. 1417.02, 2006" be adopted.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Service Area Amendment Bylaws – 2399 Higginson Road – Area E – Driftwood Water Supply Service Area Amendment Bylaw No. 1255.03, Nanoose Bay Peninsula Water Service Area Amendment Bylaw No. 867.03 and Nanoose Bay Bulk Water Local Service Area Amendment Bylaw No. 1049.05.

MOVED Director Brennan, SECONDED Director Holme, that "Driftwood Water Supply Service Area Amendment Bylaw No. 1255.03, 2006" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Young, that "Nanoose Bay Peninsula Water Service Area Amendment Bylaw No. 867.03, 2006" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Nanoose Bay Bulk Water Local Service Area Amendment Bylaw No. 1049.05, 2006" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

FIRE DEPARTMENTS

Fire Department Amendment Bylaws – 1925 Matterson Road – Area F – Coombs-Hilliers Fire Protection Local Service Area Amendment Bylaw No. 1022.06 and Errington Fire Protection Local Service Area Amendment Bylaw No. 821.06.

MOVED Director Biggemann, SECONDED Director Bartram, that "Coombs-Hilliers Fire Protection Local Service Area Amendment Bylaw No. 1022.06, 2006" be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Biggemann, SECONDED Director Bartram, that "Errington Fire Protection Local Service Area Amendment Bylaw No. 821.06, 2006" be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

DEVELOPMENT SERVICES

Sustainable Community Builder Checklist.

MOVED Director Bartram, SECONDED Director Holdom, that the Board approve the Sustainable Community Builder Checklist Policy as amended, attached to the corresponding staff report as Attachment No. 1.

CARRIED

ENVIRONMENTAL SERVICES

SOLID WASTE

Terms of Reference for Regional Solid Waste Advisory Committee.

MOVED Director Holdom, SECONDED Director Brennan, that the terms of reference dated October 2006 for the Regional Solid Waste Advisory Committee be approved.

CARRIED

RECREATION AND PARKS SERVICES

Gabriola Island Recreation Services Agreement.

MOVED Director Sperling, SECONDED Director McNabb, that the service agreement with the Gabriola Recreation Society be approved as amended in Appendix 1 to provide for an increased role by the Society in the maintenance and operation of Rollo McClay Community Park.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Regional Growth Monitoring Advisory Committee/State of Sustainability Project.

MOVED Director Holdom, SECONDED Director Bartram, that the minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meeting held September 6, 2006 be received for information.

CARRIED

Transit Select Committee.

MOVED Director McNabb, SECONDED Director Burnett, that the minutes of the Transit Select Committee meeting held September 21, 2006 be received for information.

CARRIED

MOVED Director Herle, SECONDED Director Westbroek, that in the beginning of 2007, a 3 month trial of the District 69 Friday Night Movie Service as otherwise outlined in the September 12th report, be approved.

CARRIED

MOVED Director Westbroek, SECONDED Director McNabb, that the ProPass Initiative be received for information.

CARRIED

MOVED Director Westbroek, SECONDED Director McNabb, that staff prepare a report outlining costs involved in providing a New Year's Eve service with a revised fee for passengers.

CARRIED

MOVED Director Westbroek, SECONDED Director McNabb, that staff prepare an analysis on changing Sunday's service to a Saturday level of service and introducing a service on statutory holidays.

CARRIED

Drinking Water Watershed Protection Stewardship Committee.

MOVED Director Bartram, SECONDED Director McNabb, that the minutes of the Drinking Water Watershed Protection Stewardship Committee meeting held September 6, 2006 be received for information.

CARRIED

Grants-in-Aid Committee.

MOVED Director Young, SECONDED Director Burnett, that the minutes of the Grants-in-Aid Committee meeting held October 2, 2006 be received for information.

CARRIED

MOVED Director Young, SECONDED Director Holdom, that the following grants-in-aid be approved:

District 68:

Cedar School & Community Enhancement Society	\$	800
Nanaimo Search & Rescue	\$	1,486
		CARRIED

MOVED Director Westbrook, SECONDED Director Bartram, that the following grants-in-aid be approved:

District 69:

District 69 Family Resource Association	\$	950
Errington Preschool Parents Society	\$	500
Mount Arrowsmith Pipe Band Association	\$	1,950
Nanoose Bay Catspan	\$	1,000
Oceanside Community Arts Council	\$	654
Oceanside Volunteer Association	\$	1,385
Qualicum Beach Historical & Museum Society	\$	2,500
		CARRIED

ADMINISTRATOR'S REPORTS

Development Variance Permit Application No. 90616 – Meyer – Area E – 3512 Bluebill Place.

Mr. Meyer spoke in favour of Development Variance Permit Application No. 90616 and noted that all Board members had received information packages on the application.

MOVED Director Holme, SECONDED Director Bartram, that Development Variance Permit No. 90616, to legalize the existing beach access stairs as shown on Schedule No. 2 in conjunction with the parcel legally described as Lot 57, District Lot 78, Nanoose District, Plan 15983, be approved subject to the terms and conditions outlined on Schedules No. 1, 2 and 3 of the corresponding staff report and to the notification procedure subject to the *Local Government Act* with respect to the proposed variances to Bylaw No. 500, 1987, outlined in Schedule No. 4.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that staff be instructed to proceed with seeking a Court Order to have the stairs removed to comply with applicable bylaws if the applicants have not met the requirements of Conditions No. 1 and 3 of Schedule No. 1 within 90 days from the date of the Board resolution.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that staff be instructed to draft a policy for the Board's consideration with respect to the development of beach accesses, including stairs and the associated technical review of such applications.

CARRIED

Southern Community Restorative Justice Program Service Bylaw No. 1490.

MOVED Director Brennan, SECONDED Director Sperling, that “Regional District of Nanaimo Southern Community Restorative Justice Program Service Bylaw No. 1490, 2006” be adopted.

CARRIED

Fuel Treatment Pilot Projects – Communities at Risk to Wildfire Program Grant.

MOVED Director McNabb, SECONDED Director Herle, that the Board support applications from its volunteer fire departments for funding assistance under the Fuel Treatment Pilot Projects program.

CARRIED

MOVED Director McNabb, SECONDED Director Herle, that the local government costs not exceed \$2,000.

CARRIED

MOVED Director McNabb, SECONDED Director Biggemann, that staff work with the volunteer fire department and the Electoral Area Director to ensure that the local public be kept informed of the extent and benefits of any actions to be taken.

CARRIED

Spider Lake Community Association Application for Community Wildfire Protection Plan Provincial Funding.

MOVED Director Bartram, SECONDED Director Westbroek, that the Spider Lake Community Association’s application for provincial funding under the *Community Wildfire Protection Plan* be approved and that an agreement with the Spider Lake Community Association be developed to provide assurance of payment for their project share.

CARRIED

NEW BUSINESS

UBCM Conference.

The Chairperson noted that the Regional District of Nanaimo has earned two awards and these will be presented at the next Committee of the Whole meeting.

IN CAMERA

MOVED Director Holme, SECONDED Director McNabb, that pursuant to Section 90(1)(e) and (g) of the *Community Charter* the Board proceed to an In Camera meeting to consider items related to land acquisition and legal issues.

CARRIED

ADJOURNMENT

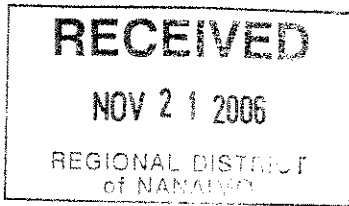
MOVED Director Holme, SECONDED Director McNabb, that this meeting adjourn to allow for an In Camera meeting.

CARRIED

TIME: 7:37 PM

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



Ernest A. Pallot
529 Viking Way
Parksville, BC
V9P 1Y1
November 21, 2006

Regional District of Nanaimo
Planning Department
6300 Hammond Rd.
Nanaimo, BC

Re: Development Permit Application 60652
Lot 23, District Lot 28, Nanoose District Plan VIP76143

Please be advised that I do not agree with the granting of a variance as described in your letter of November 16, 2006 for the following reasons:

Lot 23

Due to the fact that lot 23 is located on the inside bend of Viking Way, the approval of a variance would reduce the visibility that I would normally have when I back out of my driveway.

There are presently a number of children that reside and play in the immediate area of Lot 23. These children and their friends are often playing on this street. This variance would reduce a motorist's visibility and the children's time to react to this vehicle as it rounds this curve.

A variance request for Lot 22 was denied in 2004. To allow this dwelling to "stick out" from the adjoining dwellings that have adhered to the community plan would be unsightly and unsymmetrical. This in turn would ultimately have a negative effect on the value of my property.

Thank you for reviewing this submission.

Sincerely,

A handwritten signature in black ink, appearing to be "E.A. Pallot", with a long, sweeping horizontal line extending to the right.

E.A. Pallot

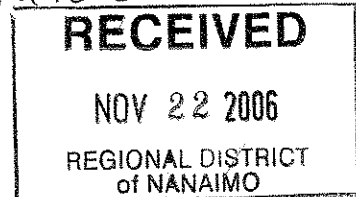
November 14, 2006

C. A. DESIGN

the creative advantage.

Viking Way Resident
560 Viking Way
Parksville, B.C.
V9P 2Z5

Clifford & Joan Paton



Re: Variance Application for 536 Viking Way (lot 23)

Dear Viking Way Resident,

On behalf of my client Mr. Paul Luksay, I have made an application to the Regional District of Nanaimo for a variance for the construction of his home at 536 Viking Way (lot 23).

C.A.

Design.

223 Fern Road W.
Qualicum Beach, B.C.
Canada V9K 1S4
Tel: (250) 752-2222
Fax: (250) 752-0111

The variance we are seeking is to relax the current front (road) setback from 8 meters to 5 meters for the portion of the lot as indicated on the attached site plan. The approval of this variance will allow us to develop a home that compliments the existing neighborhood with both its massing and architectural character. In addition it will maximize setback and privacy between neighbors.

We believe that Mr. Luksay's home will be a great addition to your neighborhood, and would be very appreciative of your support in our request for this variance.

To show that you are in support of the setbacks we are requesting, we ask that you please sign below:

I Patricia Paton support the proposed variance application for 536 Viking Way (lot 23) as discussed in this document.

I Cliff Paton support the proposed variance application for 536 Viking Way (lot 23) as discussed in this document.

We thank you very much for your time and consideration for the above request.

Sincerely,

John Larson
C.A. Design

Enclosure



3.52

REGIONAL DISTRICT OF NANAIMO

FAX NO. (250) 390-7511

RE: NOTICE OF DEVELOPMENT VARIANCE
PERMIT APPLICATION NO. 90624
1315 MARINA WAY, ELECTORAL AREA E
NANOOSE BAY.

TO WHOM IT MAY CONCERN, WE OVER
LOOK THE PROPERTY DESCRIBED ABOVE AND
THE BUILDING THAT ALREADY EXISTS
IMPEDES THE VIEW FROM OUR PROPERTY.
AS THE NEW PROPOSED BUILDING IS
LARGER AND HIGHER, WE OPPOSE THE
ABOVE VARIANCE PERMIT.

SINCERELY

DOUGLAS A BROWN
BARBARA J. CISTYK
1303 MARINA WAY
NANOOSE BC.

November 20, 2006

Mr. Larry McNabb, Chairman
Parks, Recreation & Cultural Commission
Mr. Tom Hickey
Ms. Carol Connett
City of Nanaimo
Parks, Recreation & Cultural Commission
500 Bowen Road
Nanaimo, B.C.
V9R 1Z7

Dear: Larry, Tom & Carol

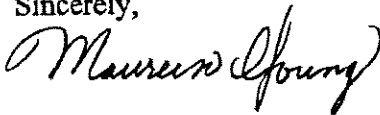
It is with regret that I must tender my resignation from the Parks, Recreation & Cultural Commission.

My medical situation is not improving and it is difficult for me to make meetings, which is not fair to the commission.

I have advised Maureen Young, my Director, of my decision.

I would like to take this opportunity to thank you, for being so patient with me. I would also, like to say how much I have enjoyed my dealings, with the Parks, Recreation and Culture staff, over the years.

Sincerely,



per

Elaine Hamilton

cc: Mr. Joe Stanhope, Chairman
Regional District of Nanaimo
Maureen Young, Director
Electoral Area "C"

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE
MEETING HELD ON TUESDAY, NOVEMBER 14, 2006, AT 6:30 PM
IN THE RDN BOARD CHAMBERS**

Present:

Director G. Holme	Chairperson
Director J. Burnett	Electoral Area A
Director M. Young	Electoral Area C
Director L. Biggemann	Electoral Area F
Director J. Stanhope	Electoral Area G
Alternate	
Director D. Heenan	Electoral Area H

Also in Attendance:

P. Thorkelsson	General Manager, Development Services
M. Pearse	Senior Manager, Corporate Administration
T. Osborne	General Manager, Recreation & Parks
P. Thompson	Manager, Long Range Planning
N. Tonn	Recording Secretary

CALL TO ORDER

The Chairperson welcomed Alternate Director Heenan to the meeting.

MINUTES

MOVED Director Stanhope, SECONDED Director Young, that the minutes of the Electoral Area Planning Committee meeting held October 10, 2006 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Ross Peterson, re Development on the Nanoose Estuary at 2991 Northwest Bay Road.

MOVED Director Stanhope, SECONDED Director Biggemann, that the correspondence received from Ross Peterson regarding the development of a bed and breakfast structure on the Nanoose Estuary at 2991 Northwest Bay Road be received for information.

CARRIED

PLANNING

AMENDMENT APPLICATIONS

Zoning Amendment Application No. AA0604 – Addison – Myles Lake Road – Area C.

MOVED Director Young, SECONDED Director Burnett, that Amendment Application No. AA0604 be held in abeyance pending the development of an amendment application review process establishing criteria for reviewing proposed OCP/Zoning amendment applications involving RGS 'fine tuning' amendments.

CARRIED

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. 60647 – Mardaga and Giroux – 3790 Mallard Place – Area E.

MOVED Director Stanhope, SECONDED Director Biggemann, that Development Permit Application No. 60647 to facilitate construction of a dwelling unit and accessory building, for the parcel legally described as Lot 22, District Lot 78, Nanoose District, Plan 28595, be approved according to the conditions outlined in Schedules No. 1, 2 and 3.

CARRIED

Development Permit Application No. 60652 – Luksay – Viking Way – Area G.

MOVED Director Stanhope, SECONDED Director Young, that Development Permit Application No. 60652, to vary the minimum front lot line setback requirements of the Residential 5 (RS5) zone from 8.0 metres to 5.48 metres to permit the construction of a dwelling unit on Lot 23, District Lot 28, Nanoose District, Plan VIP76143 located on Viking Way, be approved subject to the terms outlined in Schedule No. 1 and to the notification procedure pursuant to the *Local Government Act*.

CARRIED

DEVELOPMENT VARIANCE PERMIT

Development Variance Permit Application No. 90622 – Peck – 2135 Sherritt Drive – Area E.

MOVED Director Stanhope, SECONDED Director Biggemann, that Development Variance Permit Application No. 90622, submitted to vary the minimum setback and maximum height requirements, as set out on Schedule No. 4, to allow the construction of an addition and modification to an existing single dwelling unit and accessory building on Lot A, District Lot 37, Nanoose District, Plan 46562, be approved subject to the conditions contained in Schedules No. 1, 2 and 3 and to the notification procedure pursuant to the *Local Government Act*.

CARRIED

Development Variance Permit Application No. 90624 – Dailly – 1315 Marina Way – Area E.

MOVED Director Stanhope, SECONDED Director Young, that Development Variance Permit Application No. 90624, to relax the minimum setback and maximum height requirements, as set out on Schedule No. 1, to accommodate the construction of an accessory building for the property legally described as Lot 32, Block A, District Lot 38, Nanoose District, Plan 10777, be approved subject to the conditions contained in Schedules No. 1, 2 and 3 and to the notification procedure pursuant to the *Local Government Act*.

CARRIED

Development Variance Permit Application No. 90625 – Malo – 2620 South Forks Road – Area C.

MOVED Director Young, SECONDED Director Burnett, that Development Variance Permit Application No. 90625 be approved according to the terms in Schedule No. 1 and subject to the notification procedure pursuant to the *Local Government Act*.

CARRIED

OTHER

Request for Acceptance of Parkland and Relaxation of the Minimum 10% Perimeter Frontage Requirement – JE Anderson & Associates, BCLS, on behalf of 504351 BC Ltd. (Camelot Homes) – Ballenas and Wall Beach Roads – Area E.

MOVED Director Burnett, SECONDED Director Young, that the request for relaxation of the minimum 10% perimeter frontage requirement, submitted by JE Anderson, BCLS, on behalf of 504351 BC Ltd. (Camelot Homes), in conjunction with the subdivision on the parcel legally described as Lot 1, District Lot 72, Nanoose District, Plan 4058 Except Those Parts in Plans 15430, 17630 and 17681 and located adjacent to Ballenas and Wall Beach Roads, be approved.

MOVED Director Burnett, SECONDED Director Young, that the applicant provide 5% cash in lieu of park land.

CARRIED

ADJOURNMENT

MOVED Director Biggemann, SECONDED Director Stanhope, that this meeting terminate.

CARRIED

TIME: 6:40 PM

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, NOVEMBER 14, 2006, AT 7:00 PM
IN THE RDN BOARD CHAMBERS

Present:

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director B. Sperling	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Alternate	
Director D. Heenan	Electoral Area H
Director S. Herle	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director B. Holdom	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director D. Brennan	City of Nanaimo
Director J. Manhas	City of Nanaimo

Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearse	Senior Manager, Corporate Administration
J. Finnie	General Manager of Environmental Services
D. Trudeau	General Manager of Transportation Services
N. Avery	General Manager of Finance & Information Services
P. Thorkelsson	General Manager of Development Services
T. Osborne	General Manager of Recreation & Parks
N. Tonn	Recording Secretary

CALL TO ORDER

The Chairperson welcomed Alternate Director Heenan to the meeting.

SPECIAL PRESENTATION

Errington Fire Department, re 2006 UBCM Community Excellence Award – Leadership & Innovation – Superior Tanker Shuttle.

The Chairperson and Director Biggemann presented members of the Errington Volunteer Fire Department with the 2006 UBCM Community Excellence Award for Leadership and Innovation. The Fire Department has a Superior Tanker Shuttle in place which supplies water to remote areas in emergency situations.

DELEGATIONS

Annette Tanner, re Little Qualicum River and the Cathedral Grove Canyon.

Ms. Tanner provided information on the proposed Cathedral Grove/Cameron Canyon protected area and extended an invitation to the Committee to tour the area with the Western Canada Wilderness Committee to see firsthand, the old growth vegetation in this area.

Larry Mugford, re Request for Reduction in Water Bill – 2005 Kaye Road.

Mr. Mugford provided background information with respect to his request for a reduction in the water bill for the property at 2005 Kaye Road and requested that the Committee review the existing billing periods and the frequency of water usage readings.

MINUTES

MOVED Director McNabb, SECONDED Director Manhas, that the minutes of the Committee of the Whole meeting held October 10, 2006 be adopted.

CARRIED

CORPORATE ADMINISTRATION SERVICES

ADMINISTRATION

Procedure Bylaw No. 1512.

MOVED Director Westbroek, SECONDED Director Holdom, that “Regional District of Nanaimo Board Procedure Bylaw No. 1512, 2006” be introduced and read three times.

CARRIED

MOVED Director Westbroek, SECONDED Director Holdom, that “Regional District of Nanaimo Board Procedure Bylaw No. 1512, 2006” be adopted.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Northern Community Sewer LSA Capital Charge Amendment Bylaw No. 1331.02.

MOVED Director Holme, SECONDED Director Young, that “Northern Community Sewer Local Service Area Capital Charge Amendment Bylaw No. 1331.02, 2006” be introduced for first three readings.

CARRIED

MOVED Director Holme, SECONDED Director Young, that “Northern Community Sewer Local Service Area Capital Charge Amendment Bylaw No. 1331.02, 2006” having received three readings be adopted.

CARRIED

French Creek Sewer LSA Amendment Bylaw No. 813.38 and Northern Community Sewer LSA Amendment Bylaw No. 889.43.

MOVED Director Westbroek, SECONDED Director Holme, that “French Creek Sewer Local Service Area Amendment Bylaw No. 813.38, 2006” be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Westbroek, SECONDED Director Holme, that "Northern Community Sewer Local Service Area Amendment Bylaw No. 889.43, 2006" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

Operating Results to September 30, 2006.

MOVED Director Burnett, SECONDED Director Biggemann, that the summary report of financial results from operations to September 30, 2006 be received for information.

CARRIED

Financial Plan Review Schedule.

MOVED Director Holme, SECONDED Director Herle, that the proposed budget and financial plan review schedule be received for information.

CARRIED

FIRE DEPARTMENTS

Renewal of Fire Protection Service Agreement – Dashwood Volunteer Fire Department.

MOVED Director Holme, SECONDED Director Bestwick, that the fire services agreement with the Dashwood Volunteer Fire Department be renewed for a five-year term from January 1, 2007 to December 31, 2011 and that the agreement provide for up to four additional five-year renewal periods.

CARRIED

Waterloo/Yellowpoint Fire Protection Service Options.

MOVED Director Burnett, SECONDED Director Young, that staff be directed to enter into consultations on either of the options of a service agreement or a boundary extension with the North Cedar Improvement District and advise the Cowichan Valley Regional District that the Regional District of Nanaimo expects to seek an amendment to its contract in 2007.

CARRIED

Meadowood Fire Protection Service Establishing Bylaw No. 1509, Meadowood Fire Protection Service Loan Authorization Bylaw No. 1510 and Dashwood Fire Protection Service Capital Charge Bylaw No. 1511.

MOVED Director Biggemann, SECONDED Director Young, that "Meadowood Fire Protection Service Establishing Bylaw No. 1509, 2006" be introduced for first three readings.

CARRIED

MOVED Director Biggemann, SECONDED Director Young, that "Meadowood Fire Protection Service Loan Authorization Bylaw No. 1510, 2006" be introduced for first three readings.

CARRIED

MOVED Director Biggemann, SECONDED Director Young, that "Dashwood Fire Protection Service Capital Charge Bylaw No. 1511, 2006" be introduced for first three readings.

CARRIED

Electoral Area 'F' Community Parkland Rededication Bylaw No. 1508.

MOVED Director Biggemann, SECONDED Director Herle, that "Electoral Area 'F' Community Parkland Re-dedication Bylaw No. 1508, 2006" be introduced for first three readings and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Biggemann, SECONDED Director Herle, that the "Elector Response Form" attached to this report be approved for the purposes of seeking elector approval.

CARRIED

DEVELOPMENT SERVICES

REGIONAL PLANNING

State of Sustainability Report.

The Chief Administrative Officer noted that there will be a formal presentation of the State of Sustainability report at the next Board meeting.

MOVED Director Holdom, SECONDED Director McNabb, that the sustainability report, "Prospering Today, Protecting Tomorrow: The State of Sustainability of the Regional District of Nanaimo", be received.

CARRIED

MOVED Director Holdom, SECONDED Director McNabb, that staff be directed to prepare a summary of the State of Sustainability report and distribute it to all RDN residents.

CARRIED

ENVIRONMENTAL SERVICES

LIQUID WASTE

Greater Nanaimo Pollution Control Centre Gravity Thickeners Project – Tender Award.

MOVED Director McNabb, SECONDED Director Brennan, that the revised budget and funding sources, development cost charge reserves, surplus bylaw funds and general reserves be approved.

CARRIED

MOVED Director McNabb, SECONDED Director Brennan, that the Regional District award the supply contract to WesTech Engineering Inc. to provide sludge collector mechanisms and aluminum covers for the tendered price of \$228,517.

CARRIED

UTILITIES

Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.01.

MOVED Director Westbrook, SECONDED Director Holdom, that "Barclay Crescent Sewer Rates and Regulation Amendment Bylaw No. 1472.01, 2006" be introduced for first three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Holdom, that "Barclay Crescent Sewer Rates and Regulation Amendment Bylaw No. 1472.01, 2006" having received three readings be adopted.

CARRIED

Request for Reduction in Water Use Billing – Englishman River Water Service Area.

MOVED Director McNabb, SECONDED Director Brennan, that the Board deny the request by the owners of 2005 Kaye Road in the Englishman River Water Service Area (account #0123557) for a reduction in their summer 2006 water utility invoice from \$6,671.05 to \$2,000.00.

CARRIED

French Creek Sewer LSA Amendment Bylaw No. 813.39 and Northern Community Sewer LSA Amendment Bylaw No. 889.44.

MOVED Director Westbroek, SECONDED Director Herle, that "French Creek Sewerage Facilities Local Service Area Amendment Bylaw No. 813.39, 2006" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Westbroek, SECONDED Director Herle, that "Northern Community Sewer Service Area Amendment Bylaw No. 889.44, 2006" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

RECREATION AND PARKS SERVICES

Community Parks Amendment Bylaws.

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'B' Community Parks Local Service Amendment Bylaw No. 799.07, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'C' (defined Area 'C') Community Parks Local Service Amendment Bylaw No. 801.06, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'C' (defined Area 'D') Community Parks Local Service Amendment Bylaw No. 802.04, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'E' Community Parks Local Service Amendment Bylaw No. 803.04, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'F' Community Parks Local Service Amendment Bylaw No. 804.04, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'G' Community Parks Local Service Amendment Bylaw No. 805.05, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holme, SECONDED Director Herle, that "Electoral Area 'H' Community Parks Local Service Amendment Bylaw No. 806.05, 2006" be introduced for three readings and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Burnett, SECONDED Director Sperling, that the introduction of “Electoral Area ‘A’ Community Parks Local Service Amendment Bylaw No. 798.06, 2006” be deferred pending the outcome of the Area ‘A’ Master Plan review.

CARRIED

Nanoose Place Lease Agreement Renewal.

MOVED Director Holme, SECONDED Director Brennan, that the Board approve the lease agreement between the Nanoose Bay Activities and Recreation Society and the Regional District of Nanaimo for the property legally described as Lot 2, District Lot 6, Nanoose District, Plan 50996 for a five year term expiring on December 31, 2011.

CARRIED

Electoral Area ‘F’ Parks and Open Space Advisory Committee Terms of Reference.

MOVED Director Biggemann, SECONDED Director Young, that the Terms of Reference for the Electoral Area ‘F’ Parks and Open Space Advisory Committee be approved.

CARRIED

UBCM Community Tourism Program.

MOVED Director Manhas, SECONDED Director Bestwick, that the application for the Community Tourism Grant be approved to develop, promote and increase tourism related activities in the electoral areas and the Terms and Conditions of the program be accepted.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Area ‘A’ Parks and Green Spaces Advisory Committee.

MOVED Director Burnett, SECONDED Director Holme, that the minutes of the Electoral Area ‘A’ Parks and Green Spaces Advisory Committee meeting held September 21, 2006 be received for information.

CARRIED

MOVED Director Burnett, SECONDED Director Holme, that the Morden Colliery Trail Subcommittee be renamed to the Area A Trail Subcommittee which will be chaired by J. Materi and co-chaired by K. Wilson.

CARRIED

Electoral Area ‘A’ Recreation and Culture Service Master Plan Project Committee.

MOVED Director Burnett, SECONDED Director McNabb, that the minutes of the Electoral Area ‘A’ Recreation and Culture Services Master Plan Project Committee meeting held October 30, 2006 be received for information.

CARRIED

East Wellington – Pleasant Valley Parks and Open Space Advisory Committee.

MOVED Director Young, SECONDED Director Biggemann, that the minutes of the East Wellington – Pleasant Valley Parks and Open Space Advisory Committee meeting held September 25, 2006 be received for information.

CARRIED

Nanoose Bay Parks and Open Space Advisory Committee.

MOVED Director Holme, SECONDED Director Manhas, that the minutes of the Nanoose Bay Parks and Open Space Advisory Committee meeting held October 2, 2006 be received for information.

CARRIED

District 69 Recreation Commission.

MOVED Director Westbrook, SECONDED Director McNabb, that the minutes of the District 69 Recreation Commission meeting held October 19, 2006 be received for information.

CARRIED

MOVED Director McNabb, SECONDED Director Herle, that the following District 69 Recreation Grants be approved:

Community Recreation Grants:

Arbutus Jumpers Society	\$	2,000
Eagle Park Health Care Facility Auxiliary	\$	2,000
District 69 Family Resource Association	\$	2,381
Nanoose Place Landscaping Project	\$	3,000
Oceanside Ebttide Slo-Pitch	\$	1,100

Youth Recreation Grants:

Oceanside Track and Field Club (cage)	\$	2,860
Oceanside Track and Field Club (track)	\$	1,500
District 69 Family Resource Association	\$	3,600

CARRIED

MOVED Director McNabb, SECONDED Director Herle, that staff review the Fall/Winter 2006/2007 Active Living Guide with a view to providing recreation services in Electoral Areas 'F' and 'H'.

CARRIED

Director Westbrook requested that District 69 Recreation Commission staff review the rate structure with respect to the senior discount presently set at the age of 55, with the possibility of raising the age to 65. Staff were also asked to report on how many people would be exempted with a higher age rate and how much revenue would be generated.

Drinking Water Watershed Protection Stewardship Committee.

MOVED Director Holdom, SECONDED Director Sperling, that the minutes of the Drinking Water Watershed Protection Stewardship Committee meeting held October 4, 2006 be received for information.

CARRIED

NEW BUSINESS

Regional Growth Strategy Workshop.

The Chief Administrative Officer reminded the Directors of the Regional Growth Workshop to be held on November 25, 2006.

ADJOURNMENT

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

CARRIED

TIME: 8:20 PM

CHAIRPERSON



RDN			
CAO	✓	GMF&IS	
GMDS		GMR&PS	
GMES		GMTS	
NOV 23 2006			
SMCA			
CHAIR		BOARD	
BOARD ✓			

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: November 21, 2006

FROM: Dennis Trudeau
General Manager of Transportation Services

FILE: 8500-01

SUBJECT: New Years Eve Service

PURPOSE

To bring forward a report on ping service for New Years Eve, 2006.

BACKGROUND

At the October 31 2006, Regional District of Nanaimo (RDN) Board meeting, the Board directed staff to "prepare a report outlining costs involved in providing a New Years Eve service with a revised fee for passengers". The motion was a result of recent information that staff brought forward regarding the funding for this service.

Since 2004, Coastal Community Credit Union fully funded the New Years Eve service, which allowed customers to ride free. Having a sponsor ensured customers could attend various functions the evening has to offer while leaving their vehicles at home. Due to a number of staff changes, including a review of their funding priorities, Coastal Community Credit Union has decided they cannot support the New Years Eve service this year. Staff has been unsuccessful in their attempts to find an alternative sponsor for this event.

In consultation with BC Transit, staff has determined that tier one systems normally provide New Years Eve service. The fee for how this service is delivered ranges from being free, to having customers paying full fare. Staff did not include the extra cost for providing this service in the 2006 budget.

The total cost for providing New Years Eve service will be approximately \$6,500. Staff has reviewed ridership on previous New Years Eves and estimate that approximately 1,500 will use the service.

ALTERNATIVES

1. Direct staff to implement New Years Eve Service at a reduced fare of \$1.00
2. Direct staff to implement New Years Eve service at our current fare structure.
3. Do not provide transit service on New Years Eve.

FINANCIAL IMPLICATIONS

Alternative 1.

The proposed service at a fare of \$1.00 would bring in approximately \$1,500 in fares so the total cost to the function would be approximately \$5,000.

Alternative 2.

The proposed service with no fare reduction would bring in approximately \$3,375 in fares so the total cost to the function would be \$3,125.

Staff is forecasting a modest surplus in the transit budget that would not be jeopardized by these additional costs.

CITIZEN IMPLICATIONS

Offering public transportation services on New Years Eve provides people with alternatives in their transportation planning for the evening, allowing them to leave their cars at home if they choose.

CONCLUSIONS

The Board has directed staff to "prepare a report outlining costs involved in providing a New Years Eve service with a revised fee for passengers". The motion was a result of the external community sponsor withdrawing their funding, which allowed the service to be offered free of charge to customers.

Staff has reviewed two options for implementing a fee to assist in funding the shortfall for this service.

If the current transit fare structure is used, staff estimates that \$3,375 of the \$6,500 total cost would be made up by fares collected. The shortfall for providing the service would be approximately \$3,125, which should not jeopardize the modest surplus that staff is forecasting for year-end. Alternatively, staff could implement a one-dollar fare, and the shortfall would be approximately \$5,000.

Staff is recommending the current fare structure for the New Years Eve service since it minimizes the impact on our budget and is consistent with fare structures that staff has used on other special events. While we recommend retaining the current fare structure for this event, drivers will be instructed to not refuse anyone that needs transportation on this evening based on their not having the correct fare.

RECOMMENDATION

1. Direct staff to implement New Years Eve Service at the current fare structure.



Report Writer



CAO Concurrance

COMMENTS:



RDN	
CAO	GMF&IS
GMDS	GMR&PS
GMES	GMTS
NOV 20 2006	
SMCA	
CHAIR	BOARD

MEMORANDUM

TO: Paul Thorkelsson
General Manager of Development Services

DATE: October 31, 2006

FROM: Herman Koolman
Manager of Inspection and Enforcement

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 2007. 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 2007. 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 2007 RDN Budget.

VOTING

All Directors – weighted vote.

SUMMARY/CONCLUSIONS

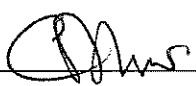
As permitted by the *Local Government Act*, the Regional District of Nanaimo is proposing to enter into service agreements with the District of Lantzville for eight (8) services. The agreements are proposed to terminate on December 31, 2007. Staff recommends that the eight proposed agreements providing for various services to the District of Lantzville be approved.

RECOMMENDATION

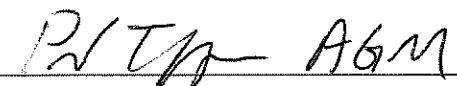
That the 2007 Service Agreements between the Regional District of Nanaimo and the District of Lantzville for Mapping, Animal Control, Building Inspection, Bylaw Enforcement, House Numbering, Noise Regulations, Nuisance Control, and Unsightly Premises services be approved.



Report Writer

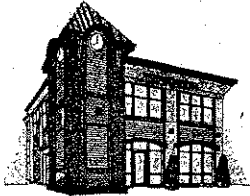


CAO Concurrence



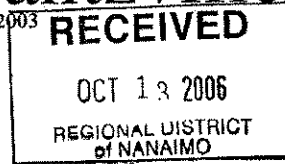
General Manager Concurrence

ATTACHMENT NO. 1



District of Lantzville

Incorporated June 2003



October 11, 2006

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

Attention: Maureen Pearse, Senior Manager of Corporate Administration

Dear Ms. Pearse

Re: Request to Renew Service Agreements

Further to a meeting with Ms. Carol Mason, CAO, RDN staff and myself and 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, 2007 and terminating December 31st, 2007, with the same terms and conditions as identified in the original agreements as follows.

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

I believe that consensus from the meeting was that the RDN will entertain the renewal of the aforementioned agreements however, in the interim, should you require any additional information or clarification please do not hesitate to contact me.

Yours truly

T.L. (Twyla) Graff
Chief Administrative Officer
District of Lantzville

File: 2240-20-01
G: Corr/06/rdn.agreementrenewals
C: Paul Sangalang, Director of Financial Services, DOL

Phone: (250) 390-4006 • Fax: (250) 390-5188
Email: district@lantzville.ca • Website: www.lantzville.ca
P.O. Box 100, 7192 Lantzville Road, Lantzville, B.C. V0R 2H0

ATTACHMENT NO. 2

GIS AND MAPPING SERVICES AGREEMENT

THIS AGREEMENT made on the ____ day of _____, 2006

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 2007 and terminating the 31st day of December, 2007.

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, 2007 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, 2007.

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 Senior Manager, Corporate Administration, 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, 2007;
 - (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 Senior Manager, Corporate Administration 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)
)
)
_____)
Senior Manager, Corporate Administration)

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 _____, 2006

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 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, 2007 and terminating the 31st day of December, 2007.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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, 2007;
- (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 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, 2007;
- (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 Senior Manager, Corporate Administration 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;
 - (b) the provision of the Building Inspection Services by the RDN when interpreting and administering the bylaws, and exercise the powers contained within the bylaws for and on behalf of Lantzville as it relates to the Planning and Land Use Management; and
 - (c) 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.

Schedule "A"

Bylaw No.	Date of Adoption	Citation
1250	April 10, 2001	RDN Building Regulation and Fees Bylaw 1250, 2001
1469	March 28, 2006	RDN Floodplain Management Bylaw No. 1469, 2006

ANIMAL CONTROL SERVICES

THIS AGREEMENT made as at the _____ day of _____, 2007

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, 2007 and terminating the 31st day of December, 2007.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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 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' 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, 2007.

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;
 - (f) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
 - (g) administer any animal control agreement or service contract related to animal control services;
 - (h) 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 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, 2007.
 - (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 Senior Manager, Corporate Administration 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.

Binding Effect

10. 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)
)
)
)
_____)
Senior Manager, Corporate Administration

The Corporate Seal of)
THE DISTRICT OF LANTZVILLE)
was hereunto affixed in the)
presence of:)
)
)
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)
_____)
Mayor)
)
)
_____)
Chief Administrative Officer

Schedule "A"

Bylaw No.	Date of Adoption	Citation
1066	March 11, 1997	Animal Control Regulatory Bylaw No. 1066, 1996

BYLAW ENFORCEMENT

THIS AGREEMENT made as at the ____ day of _____, 2006

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, 2007 and terminating the 31st day of December, 2007.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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, 2007.

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;
 - (i) designate the 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, 2007;
 - (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 Senior Manager, Corporate Administration 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.

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:)

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Chair)
_____)
Senior Manager, Corporate Administration)

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
1469	March 28, 2006	RDN Floodplain Management Bylaw No. 1469, 2006
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	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 Regulation Bylaw No. 1418, 2005
39	July 25, 2005	District of Lantzville Fireworks Regulation Bylaw No. 39, 2005
60	November 14, 2005	District of Lantzville Zoning Bylaw No. 60, 2005

HOUSE NUMBERING

THIS AGREEMENT made as at the ____ day of _____, 2006

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, 2007 and terminating the 31st day of December, 2007.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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, 2007.

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 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, 2007;
 - (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 Senior Manager, Corporate Administration 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)
_____)
Senior Manager, Corporate Administration)

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 _____, 2006

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, 2007 and terminating the 31st day of December, 2007.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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, 2007.

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 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, 2007;
 - (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 Senior Manager, Corporate Administration 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

Binding Effect

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

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The Corporate Seal of)
REGIONAL DISTRICT OF NANAIMO)
was affixed hereto in the)
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Chair)
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Senior Manager, Corporate Administration)

The Corporate Seal of)
THE DISTRICT OF LANTZVILLE)
was hereunto affixed in the)
presence of:)
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_____)
Mayor)
)
)
_____)
Chief Administrative Officer)

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 _____, 2006

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, 2007 and terminating the 31st day of December, 2007.

Renewal

- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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, 2007.

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 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, 2007;
 - (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 Senior Manager, Corporate Administration 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,
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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;
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Limits on Liability

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- (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
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Senior Manager, Corporate Administration)

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THE DISTRICT OF LANTZVILLE)
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)
_____)
Mayor)
)
)
_____)
Chief Administrative Officer)

Schedule "A"

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

NUISANCE CONTROL

THIS AGREEMENT made as at the _____ day of _____, 2006

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.

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- 2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2007 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, 2007.

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 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, 2007;
 - (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 Senior Manager, Corporate Administration 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)
_____)
_____)

_____)
Senior Manager, Corporate Administration)

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