

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, NOVEMBER 13, 2007
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

MINUTES

5-11 Minutes of the regular Committee of the Whole meeting held October 9, 2007.

COMMUNICATIONS/CORRESPONDENCE

BUSINESS ARISING FROM THE MINUTES

CORPORATE ADMINISTRATION SERVICES

FINANCE & INFORMATION SERVICES

FINANCE

12-16 Contract Fire Services – Yellowpoint/Waterloo Service Area.

17-41 Electoral Area ‘G’ Fire Protection – Service Contracts with Municipalities.

42-45 Nanoose Bay Fire Protection Service Regulatory Amendment Bylaw No. 1003.02.

46-49 Bow Horn Bay Fire Protection Service Area Boundary Amendment Bylaw No. 1385.02.

50-54 Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02.

55-70 Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.02 and Cedar Sewer Service Area Amendment Bylaw No. 1445.02.

71-86 Quarterly Financial Update.

INFORMATION SERVICES

87-89 Property Software System.

DEVELOPMENT SERVICES

BYLAW ENFORCEMENT

90-136 District of Lantzville Development Services Contract Agreements.

137-140 Building Inspection Service Bylaw Amendment Bylaw No. 787.06.

ENVIRONMENTAL SERVICES

SOLID WASTE

141-147 Cedar Road LFG Inc. – Second Amending Agreement.

148-163 Solid Waste Management Regulation Bylaw No. 1531.

UTILITIES

164-166 Rumming Road (Lantzville West) Water System – Update.

RECREATION AND PARKS SERVICES

TRANSPORTATION SERVICES

COMMISSION, ADVISORY & SELECT COMMITTEE

Regional Growth Monitoring Advisory Committee.

167-180 Minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meetings held September 12 and 19 and October 10 and 24, 2007. (for information)

Electoral Area ‘G’ Parks and Open Space Advisory Committee.

181-182 Minutes of the Electoral Area ‘G’ Parks and Open Space Advisory Committee meeting held September 13, 2007. (for information)

District 69 Recreation Commission.

183-186 Minutes of the District 69 Recreation Commission meeting held October 18, 2007. (for information)

That the following District 69 Recreation Community and Youth Recreation Grants be approved:

<i>Arrowsmith Mountain Bike Club – bikes for financially needy youth</i>	<i>2,500</i>
<i>District 69 Family Resource Association -- youth bus retrofit</i>	<i>4,767</i>
<i>District 69 Minor Softball -- uniforms and equipment</i>	<i>2,625</i>
<i>KSS Dry Grad</i>	<i>1,250</i>
<i>Oceanside Baseball -- batting cage equipment</i>	<i>2,500</i>
<i>Parksville Curling Club – junior program equipment</i>	<i>2,000</i>
<i>Dashwood Recreation Commission – playground equipment</i>	<i>4,000</i>
<i>Errington Therapeutic Riding Association – insurance</i>	<i>1,000</i>
<i>Panthers Hockey – goalie equipment</i>	<i>2,140</i>
<i>Rotary Club of Qualicum Beach – facility rental</i>	<i>2,875</i>

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

BOARD INFORMATION (Separate enclosure on blue paper)

ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON TUESDAY, OCTOBER 9, 2007 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
Alternate	
Director Van Eynde	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
Director L. McNabb	City of Nanaimo
Alternate	
Director J. Cameron	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director J. Manhas	City of Nanaimo
Director D. Brennan	City of Nanaimo
Director B. Holdom	City of Nanaimo

Also in Attendance:

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

CALL TO ORDER

The Chairperson welcomed Alternate Directors Cameron and Van Eynde to the meeting.

The Chairperson welcomed Ms. Wendy Idema, Manager of Accounting Services, as a new staff member to the Regional District of Nanaimo.

DELEGATIONS

Pam Shaw, Townline Ventures, re Proposed Boat Harbour Resort Compliance with Policy 6C of the Regional Growth Strategy.

Ms. Shaw and Mr. Kyle Sherry provided an overview of the proposed Boat Harbour Resort and urged the Committee to confirm that the application meets the conditions for a destination resort as outlined in Policy 6C of the Regional Growth Strategy.

LATE DELEGATIONS

MOVED Director Bartram, SECONDED Director McNabb, that a late delegation be permitted to address the Committee.

CARRIED

Doug Catley, re Local Agriculture, Local Farming and Processing of Food.

Mr. Catley raised his concerns regarding the new provincial meat inspection regulations and urged the Board to support local agricultural producers, processors and distributors and express the RDN's concerns to the provincial government.

MINUTES

MOVED Director McNabb, SECONDED Director Cameron, that the minutes of the Committee of the Whole meeting held September 11, 2007 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

B. Grose, re Animal Control Bylaw Enforcement.

MOVED Director Westbroek, SECONDED Director Manhas, that the correspondence received from Mr. Grose regarding animal control bylaw enforcement be received.

CARRIED

FINANCE & INFORMATION SERVICES

FINANCE

Permissive Tax Exemption Request – Island Corridor Foundation.

MOVED Director Bartram, SECONDED Director Herle, that correspondence be sent to the Island Corridor Foundation, copied to the BC Assessment Authority, acknowledging their permissive tax exemption under the *Rural Tax Act* and emphasizing our expectation that they will be a willing partner in structuring future corridor access agreements.

CARRIED

Reserve Fund Establishment Bylaw Nos. 1533 to 1537 – Nanoose Bay Water Supply Service, Englishman River Community Water Service, Duke Point Sewer Local Service, Descanso Bay Emergency Wharf Service, Northern Community Sewer Local Service.

Bylaw No. 1533.

MOVED Director Burnett, SECONDED Director McNabb, that “Nanoose Bay Water Supply Service Reserve Fund Establishment Bylaw No. 1533, 2007” be introduced for first three readings.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that “Nanoose Bay Water Supply Service Reserve Fund Establishment Bylaw No. 1533, 2007” be adopted.

CARRIED

Bylaw No. 1534.

MOVED Director Burnett, SECONDED Director McNabb, that “Englishman River Community Water Service Reserve Fund Establishment Bylaw No. 1534, 2007” be introduced for first three readings.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that "Englishman River Community Water Service Reserve Fund Establishment Bylaw No. 1534, 2007" be adopted.

CARRIED

Bylaw No. 1535.

MOVED Director Burnett, SECONDED Director McNabb, that "Duke Point Sewer Local Service Reserve Fund Establishment Bylaw No. 1535, 2007" be introduced for first three readings.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that "Duke Point Sewer Local Service Reserve Fund Establishment Bylaw No. 1535, 2007" be adopted.

CARRIED

Bylaw No. 1536.

MOVED Director Burnett, SECONDED Director McNabb, that "Descanso Bay Emergency Wharf Service Reserve Fund Establishment Bylaw No. 1536, 2007" be introduced for first three readings.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that "Descanso Bay Emergency Wharf Service Reserve Fund Establishment Bylaw No. 1536, 2007" be adopted.

CARRIED

Bylaw No. 1537.

MOVED Director Burnett, SECONDED Director McNabb, that "Northern Community Sewer Local Service Reserve Fund Establishment Bylaw No. 1537, 2007" be introduced for first three readings.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that "Northern Community Sewer Local Service Reserve Fund Establishment Bylaw No. 1537, 2007" be adopted.

CARRIED

Financing Bylaw Nos. 1538 and 1539 – Coombs-Hilliers Fire Protection Local Service and Melrose Terrace Community Water Supply Service.

MOVED Director Biggemann, SECONDED Director McNabb, that "Regional District of Nanaimo (Coombs-Hilliers Fire Protection Local Service) Security Issuing Bylaw No. 1538, 2007" be introduced and read three times.

CARRIED

MOVED Director Biggemann, SECONDED Director McNabb, that "Regional District of Nanaimo (Coombs-Hilliers Fire Protection Local Service) Security Issuing Bylaw No. 1538, 2007" be adopted and forwarded to the Ministry of Community Services for a Certificate of Approval.

CARRIED

MOVED Director Biggemann, SECONDED Director McNabb, that "Regional District of Nanaimo (Melrose Terrace Community Water Supply Service) Security Issuing Bylaw No. 1539, 2007" be introduced and read three times.

CARRIED

MOVED Director Biggemann, SECONDED Director McNabb, that "Regional District of Nanaimo (Melrose Terrace Community Water Supply Service) Security Issuing Bylaw No. 1539, 2007" be adopted and forwarded to the Ministry of Community Services for a Certificate of Approval.

CARRIED

DEVELOPMENT SERVICES

BYLAW ENFORCEMENT

Animal Control Bylaw Enforcement.

MOVED Director Young, SECONDED Director Burnett, that the staff report be received for information and staff continue to monitor the enforcement of the current contract for animal control in District 68.

CARRIED

Director Burnett requested that staff review the existing bylaw and recommend any necessary changes.

PLANNING

Proposed Boat Harbour Resort Compliance with Policy 6C of the Regional Growth Strategy.

MOVED Director Burnett, SECONDED Director Westbrook, that this item be referred back to staff to have the applicant:

Provide evidence that arrangements have been made for a long term renewable tenure to utilize Water Lot 1 for the Marina and access to the ocean for the boat ramp launch and other marine activities;

Complete studies to identify conflicts with adjacent land uses and meet with adjacent landowners to resolve issues and submit resolutions to any conflicts;

Submit an environmental study in compliance with RGS Goal 4, Environmental Protection Policy 4-C that addresses all environmental sensitive areas on the property.

And further that staff address the additional concerns raised by the Committee regarding the proposal.

CARRIED

ENVIRONMENTAL SERVICES

LIQUID WASTE

Regional District of Nanaimo Trucked Liquid Waste Disposal Amendment Bylaw No. 988.07.

MOVED Director Westbrook, SECONDED Director Herle, that "Regional District of Nanaimo Trucked Liquid Waste Disposal Amendment Bylaw No. 988.07, 2007" be introduced for three readings.

CARRIED

MOVED Director Westbrook, SECONDED Director Herle, that "Regional District of Nanaimo Trucked Liquid Waste Disposal Amendment Bylaw No. 988.07, 2007" be adopted.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Regional Growth Monitoring Advisory Committee.

The Chairperson noted that the minutes dated September 12, 2007 and September 19, 2007 have been withdrawn.

MOVED Director Holdom, SECONDED Director Bartram, that the minutes of the Regional Growth Monitoring Advisory Committee/State of Sustainability Project meeting held August 29, 2007 be received for information.

CARRIED

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

MOVED Director Burnett, SECONDED Director McNabb, that the minutes of the Electoral Area 'A' Parks and Green Space Advisory Committee meeting held September 6, 2007 be received for information.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that staff contact MOE and MOT to investigate enhancements to the existing Ritten Road boat ramp.

CARRIED

MOVED Director Burnett, SECONDED Director McNabb, that staff contact MOE and MOT to investigate development of access to Holden Lake from Bean Road.

CARRIED

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

MOVED Director Biggemann, SECONDED Director McNabb, that the minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held September 17, 2007 be received for information.

CARRIED

MOVED Director Biggemann, SECONDED Director Bartram, that the Malcolm property be identified as the top priority project for Area 'F' and that staff proceed with research on access to the property.

CARRIED

District 69 Recreation Commission.

MOVED Director Bartram, SECONDED Director Van Eynde, that the minutes of the District 69 Recreation Commission meeting held September 20, 2007 be received for information.

CARRIED

Grants-in-Aid Advisory Committee.

MOVED Director Young, SECONDED Director Bartram, that the minutes of the Grants-in-Aid Advisory Committee meeting held October 1, 2007 be received for information.

CARRIED

MOVED Director Young, SECONDED Director Van Eynde, that the following School District 68 grants be awarded:

CatNAP (Cats Needing Aid & Protection)	\$	500
Cedar Community Policing	\$	427
Jonaco Hobby Workshop	\$	400
Nanaimo Search & Rescue	\$	462

CARRIED

MOVED Director Young, SECONDED Director Van Eynde, that the following School District 69 grants be awarded:

Arrowsmith Search & Rescue Society	\$	1,000	
Errington & District Volunteer Fire Department	\$	2,500	
Errington Preschool Parents Society	\$	400	
Nanoose Bay Catspan	\$	2,300	
Royal Canadian Legion (Ladies Auxiliary)	\$	2,100	
			CARRIED

District 69 Community Justice and Safety Support Services Select Committee.

MOVED Director Bartram, SECONDED Director Biggemann, that the minutes of the District 69 Community Justice and Safety Support Services Select Committee meeting held October 3, 2007 be received for information.

CARRIED

MOVED Director Biggemann, SECONDED Director Westbrook, that commencing in 2008 the Committee be responsible for reviewing and recommending community safety grant-in-aid awards for all District 69 electoral areas and municipalities, and that the RDN administer the release of all funds.

CARRIED

MOVED Director Biggemann, SECONDED Director Westbrook, that the 2007 application for a community safety grant from the Citizens on Patrol Society, District 69 in the amount of \$1,320 to be applied in Electoral Areas 'E', 'F' and 'H' be approved.

CARRIED

MOVED Director Biggemann, SECONDED Director Westbrook, that no requisition for Community Safety grants-in-aid be included in the 2008 budget for the Electoral Areas.

CARRIED

MOVED Director Biggemann, SECONDED Director Westbrook, that the revised terms of reference for the District 69 Community Justice and Safety Support Services Select Committee be approved as presented.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Local Agriculture, Local Farming and Processing of Food.

MOVED Director McNabb, SECONDED Director Westbrook, that a letter be sent to the ministries provided by the delegation, expressing our concerns with the new BC meat inspection regulations and asking the Province to consider a meat inspection system that is proportionate to the size and scale of production and that allows for a more flexible and less financially onerous inspection regime so as to keep small-scale, community-based production viable while maintaining the medical safety of its residents.

CARRIED

NEW BUSINESS

John Howard Society.

MOVED Director Burnett, SECONDED Director Young, that staff arrange for an annual meeting with the John Howard Society to report on the use of the funds provided to the Society from Electoral Areas 'A', 'B' and 'C'.

CARRIED

ADJOURNMENT

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

CARRIED

TIME: 8:23 PM

CHAIRPERSON



KUN REPORI	
CAO APPROVAL	
EAP	
COW	<input checked="" type="checkbox"/> NW. 13M
OCT 31 2007	
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: October 2, 2007

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Contract Fire Services – Yellowpoint/Waterloo Service Area

PURPOSE:

To propose an alternative for fire protection services to property owners in the Yellowpoint/Waterloo Fire Protection service area.

BACKGROUND:

Property owners in the southern portions of both Electoral Area ‘A’ (Yellowpoint) and Electoral Area ‘C’ (Cassidy/Spruston Rd.) receive fire protection services from the North Oyster Volunteer Fire Department, a service of the Cowichan Valley Regional District. In December 2006 the Board approved proceeding with a boundary realignment which would remove certain properties in the Yellowpoint area and transfer them to the North Cedar Improvement District. Staff and the Directors from Electoral Areas ‘A’ and ‘C’ have been examining a number of further alternatives since that date. Staff are now recommending that the contract with the Cowichan Valley be terminated entirely and that fire protection services be transferred to a combination of the North Cedar and Cranberry Improvement Districts.

The decision to terminate this contract will be significant for the Cowichan Valley Regional District (CVRD) as RDN properties account for almost 50% of the North Oyster fire protection service area. Since early 2006 the CVRD has been planning to replace the North Oyster firehall and have been waiting for our final boundary realignment recommendation in order to continue their planning. Under the service contract model, only taxpayers in the Cowichan Valley/North Oyster service area would have voted to borrow money for this purpose. Regional District taxpayers, while significant contributors to the North Oyster fire department budget, would not have had a vote on the financial consequences of constructing a new firehall. In addition to the general rationalization of boundaries, the aspect of taxpayers having a direct say in the management of fire protection assets generated interest in a broader examination of alternatives.

Under the final proposal the improvement districts would extend their boundaries and become the taxation authority and service provider. There will be financial implications involved in the transfer, including purchasing either existing or new equipment. At this point staff’s most conservative analysis suggests that within a year or two there will be almost no tax difference between the three jurisdictions.

Both improvement districts need to obtain consent from the property owners to be included within their boundaries. Each has indicated a preference to seek consent in 2008 with an official transfer date of January 1, 2009. This timeframe will allow many details to be addressed, not the least of which are operational changes for the fire crews.

ALTERNATIVES:

1. Advise the Cowichan Valley Regional District that the fire service contract will be terminated effective December 31, 2008 or earlier with the agreement of all parties and where operational conditions permit and work to transfer authority to a combination of the North Cedar and Cranberry Fire Protection Districts
2. Transfer properties in Electoral Area 'A' located between the Island Highway east to the Yellowpoint coastal area to the North Cedar Improvement District. The remainder of the properties will remain under contract for service with the Cowichan Valley Regional District.
3. Transfer only properties in the Yellowpoint coastal area, largely east of Quennell Lake to the North Cedar Improvement District. The remainder of the properties will remain under contract for service with the Cowichan Valley Regional District.

FINANCIAL IMPLICATIONS:

Alternative 1

Under this alternative, taxation and responsibility for fire protection services would be transferred to the two improvement districts. Staff will seek a transfer of some or all of the assets located in a firehall in Cassidy which is owned by the Regional District of Nanaimo. The vehicles and equipment in the firehall have been purchased by the Cowichan Valley through the North Oyster Fire Department budget, which is financially supported by the contract agreement in question. Until those aspects are completed it is premature to quote specific financial implications. As noted above, staff's analysis indicates that this should be a relatively seamless financial change for taxpayers.

Alternative 2

Under this alternative, properties in Electoral Area 'A', east of the Island Highway would be transferred to the North Cedar Improvement District. The North Oyster Fire Department can reach properties on the west side of the highway and as noted above use a secondary firehall in the Cassidy area for this purpose. While this alternative is operationally practical it is somewhat more practical for the Cranberry Fire department to respond to the Cassidy area, since it is directly south of their firehall.

Alternative 3

This alternative is no longer recommended. The more closely the boundaries were examined the less attractive a small boundary amendment seemed in comparison to a full realignment of taxation and servicing authorities. The financial implications are reasonable and there are no significant operational reasons to consider this alternative further.

CITIZEN IMPLICATIONS:


There is considerable interest in the community regarding the proposed changes. Staff will work with the Directors to draft a briefing note which will be distributed to the contract area property owners to introduce the topic following approval of this initiative by the Board. Once the disposition of the assets is clarified, public information meetings will be held to provide the final details to property owners. The 2008 budget will be amended to provide funds to cover postage, advertising and room rentals. As staff have noted there are operating details to be addressed and these too will be integrated into open lines of communication between the parties.

SUMMARY/CONCLUSIONS:

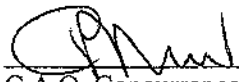
Staff in consultation with Directors Burnett (Electoral Area ‘A’) and Young (Electoral Area ‘C’) have concluded an examination of alternatives for fire protection in the southern portions of Electoral Areas ‘A’ and ‘C’ (Yellowpoint/Waterloo Fire Service Area). With the Directors concurrence, staff recommend a full realignment of fire protection boundaries and a transfer of properties to a combination of the North Cedar and Cranberry Fire Districts. These two districts would become the taxation and operating entities for fire protection. Both districts have agreed in principle with the proposal and it is in order to formally advise the Cowichan Valley Regional District that we wish to terminate the current contract arrangements commencing January 1, 2009. This will provide staff from both Regional Districts and the Improvement Districts time to prepare for the required elector consents, settle on a transfer of assets and ensure that firefighters are transitioned from one department to another.

RECOMMENDATIONS:

1. That the Cowichan Valley Regional District be advised that the Regional District of Nanaimo will terminate the fire service contract for the Yellowpoint/Waterloo area effective December 31, 2008 or earlier with the agreement of all parties and where operational conditions permit.
2. That correspondence be sent to the Cowichan Valley Regional District acknowledging our long relationship with respect to fire protection services and our appreciation for their considerable contribution to the safety of Regional District taxpayers.
3. That staff proceed to negotiate a transfer of assets located in the Cassidy firehall location from the Cowichan Valley Regional District.
4. That the Regional District of Nanaimo correspond with both the North Cedar and Cranberry Fire Protection Districts to arrange for a transfer of taxation and operational authority for fire protection in the Yellowpoint/Waterloo areas to their respective jurisdictions to be effective December 31, 2008 or earlier with the agreement of all parties and where operational conditions permit.

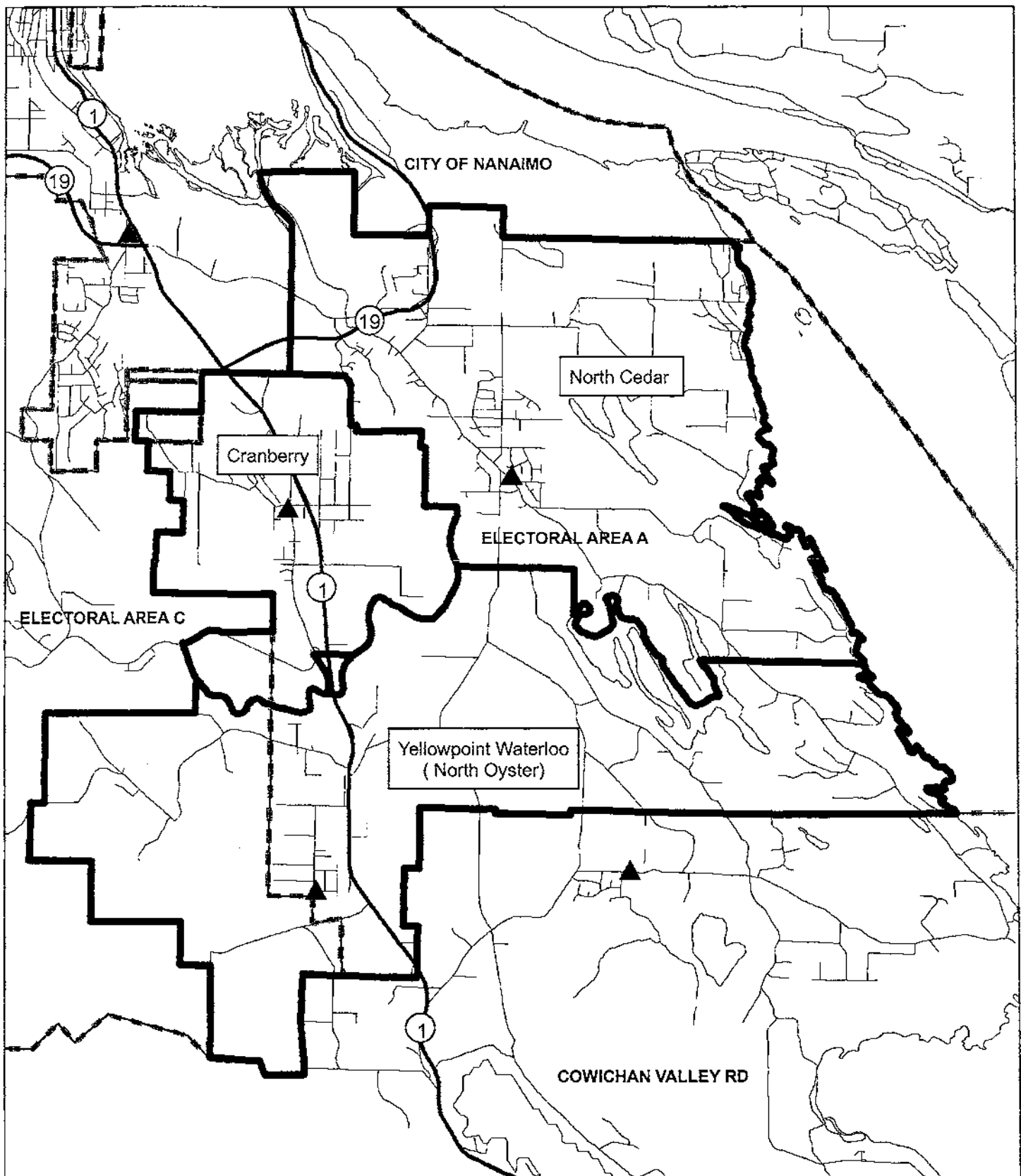


Report Writer



C.A.O. Concurrence

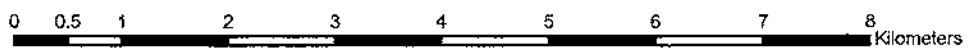
COMMENTS:

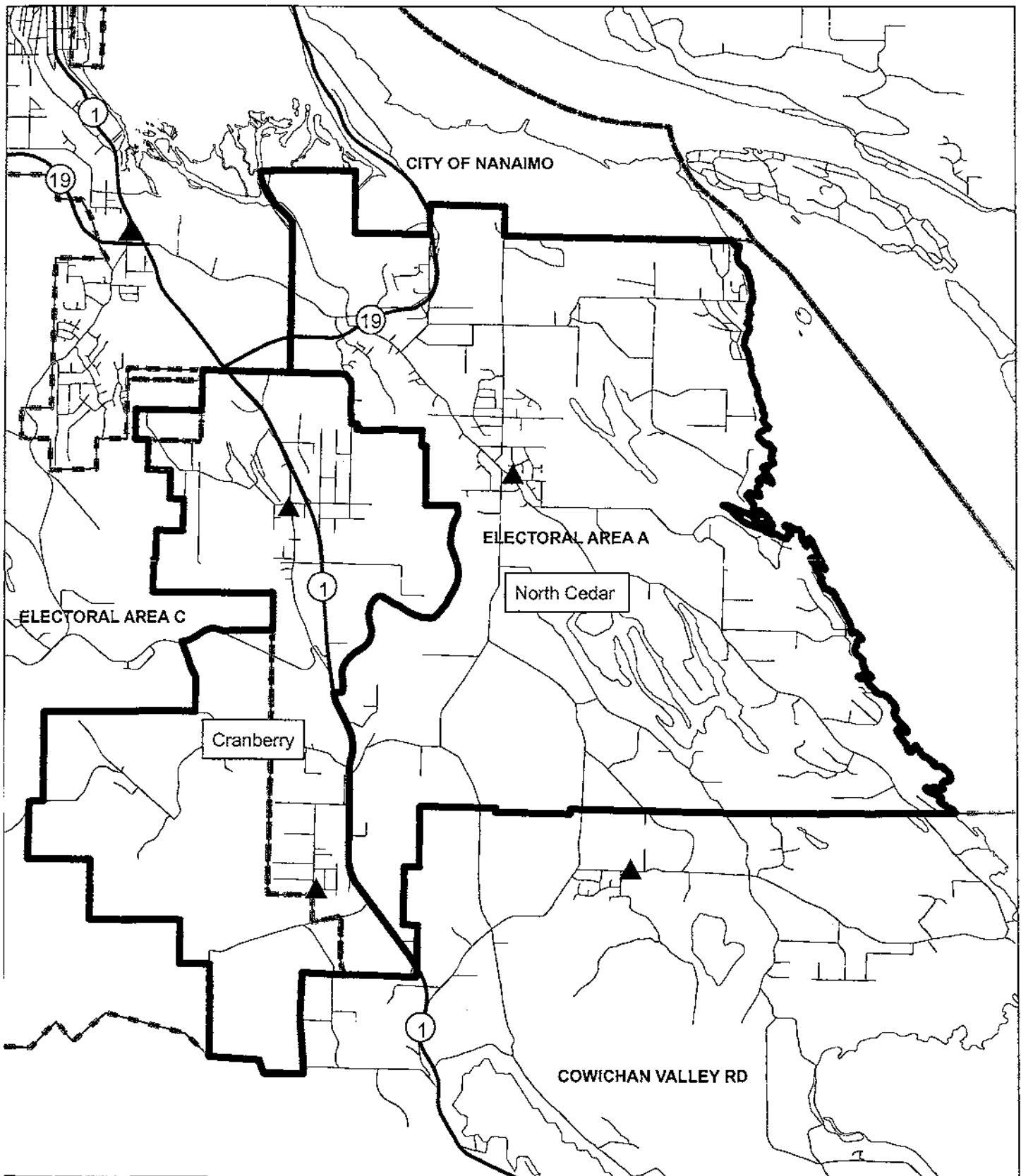


Yellowpoint/Waterloo Fire – Current Boundaries



 Fire Protection Area

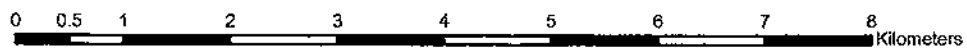
 Firehall





Revised Fire Protection Service Areas

-  Fire Protection Area
-  Firehall





CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	✓ NOV. 13th
NOV 05 2007	
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: August 4, 2007

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Electoral Area G Fire Protection – Service Contracts with Municipalities

PURPOSE:

To approve the form of contracts with the City of Parksville and the Town of Qualicum Beach for fire protection within the French Creek and Parksville (Local) fire service areas.

BACKGROUND:

The City of Parksville and the Town of Qualicum Beach provide fire protection services to two parts of Electoral Area 'G'. In the French Creek area the two municipalities provide services on either side of Drew Road. The City of Parksville also provides fire protection to properties on its eastern boundary in particular the subdivision known locally as San Pareil.

Staff from the Regional District and the municipalities have reviewed and developed revised fire service contracts and these are presented for approval. The contracts continue in generally the same form as in prior years.

Contract Provisions:

- Five year contracts from January 1, 2007 to December 31, 2011 with two further five year renewals unless terminated as provided in the contract.
- Services include fire prevention and inspections, fire fighting, response to other classes of emergency (i.e. medical emergencies) and administration of the Regional District of Nanaimo's burning bylaws as applicable; services are comparable to those provided within the City/Town boundaries.
- The Regional District is responsible for fire hydrant maintenance and replacement and reporting to the municipality when hydrants are out of service for any reason.
- The Regional District agrees to indemnify and save harmless the municipality from any actions arising from its performance under the contract except where the action is a result of negligence on the part of the municipality.
- Service costs are based on municipal budgets forecast for a period of five years including both operating and capital. At three year intervals a reconciliation of actual results to budgeted results occurs and any difference of \$10,000 is adjusted over the subsequent period.

- Costs are apportioned between the parties on the basis of net taxable values for land and improvements in each area.
- Either party may terminate the agreement with a minimum of one year's notice no later than January 1st of any year.

ALTERNATIVES:

1. Approve the contracts and authorize the Chairperson and the Senior Manager, Corporate Administration to execute the contracts.
2. Recommend changes to the contracts and direct staff to consult with the municipalities for concurrence with the changes.

FINANCIAL IMPLICATIONS:

Alternative 1

The previous contracts expired two years ago and only minor inflation adjustments had been applied for 2005 and 2006. Staff had been in regular contact with Parksville and Qualicum Beach, however for a variety of reasons revised contracts have only recently been finalized.

The basis of the contract values are the budget forecasts from each municipality covering operating, minor equipment capital, vehicle replacement and building additions. In part as a result of the two year gap between contract updates there is significant change in the municipal budget projections for the next five year period.

Both municipalities are projecting increased costs for firefighting personnel as well as the cost of replacing firefighting vehicles and potentially, aging fire halls. The City of Parksville for example will add in 2007, a full time position to undertake fire inspections. This will increase their operating budget for personnel on a permanent basis by about 10% beginning in 2008. As much as possible staff have tried to reduce the immediate impact of the increased budget by maintaining consistency with 2006 and applying the remainder of the changes over the following four years.

With respect to the Town of Qualicum Beach, the change is less dramatic and a simple averaging over the five years was practical.

The projected costs payable to each municipality for the next five year period are summarized below:

	2007	2008	2009	2010	2011
City of Parksville – French Creek and Parksville Local areas	\$248,986	\$261,435	\$288,232	\$333,658	\$405,562
Town of Qualicum Beach – French Creek area only	\$ 71,143	\$ 73,278	\$ 77,740	\$ 84,947	\$ 95,608
Regional District total	\$320,129	\$334,713	\$365,972	\$418,605	\$501,170

Alternative 2

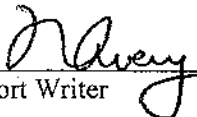
The annual values in Schedules B/B-1 of each contract provide certainty for budgeting for the next five years. A contract reconciliation will occur every three years to ensure costs are shared on the basis of actual results. Staff are satisfied that the contracts are reasonable and have no additional changes to recommend.


SUMMARY/CONCLUSIONS:

Staff are presenting revised fire services contracts with the City of Parksville and the Town of Qualicum Beach, covering portions of Electoral Area 'G'. The contracts are for an initial five year period with two further automatic renewals, subject to a minimum one year's termination notice. The Regional District shares the operating and capital costs accounted for in the municipal financial plans on the basis of assessments for land and improvements – this conforms to previous contracts. Overall the Regional District will see increased costs for fire protection services, a reflection of increases in both municipalities for firefighting personnel and vehicle replacements. Staff recommend approving and executing the contracts as presented.

RECOMMENDATIONS:

1. That fire services contracts covering the period January 1, 2007 to December 31,2011 with the City of Parksville and the Town of Qualicum Beach be approved as presented.
2. That the Chairperson and the Senior Manager, Corporate Administration be authorized to execute the fire services contracts for the Regional District of Nanaimo.


Report Writer


C.A.O. Concurrence

COMMENTS:

FIRE SERVICES AGREEMENT

THIS AGREEMENT made the day of , 2007:

BETWEEN

**THE CITY OF PARKSVILLE
P.O. BOX 1390
PARKSVILLE, B.C.
V9P 2H3**

(hereinafter called the "City")

OF THE FIRST PART

AND

**THE REGIONAL DISTRICT OF NANAIMO
6300 HAMMOND BAY RD
NANAIMO, BC
V9T 6N2**

(hereinafter called the "District")

OF THE SECOND PART

WHEREAS the District is authorized by its Bylaws No. 794 and No. 1001 to provide fire protection services to the French Creek Fire Protection Local Service Area and to the Parksville (Local) Fire Protection Service Area which are contained within portions of Electoral Areas 'F', 'G' and 'H' as hereinafter defined and to levy funds for that purpose;

AND WHEREAS it has been agreed that the City will provide fire protection services as hereinafter defined to the Parksville (Local) Fire Protection Service Area (Schedule 'C') and that portion of the French Creek Fire Protection Service Area shown outlined on Schedule 'D';

AND WHEREAS the boundaries of Schedule 'C' or 'D' are deemed to coincide with any subsequent boundary amendments associated with Bylaws No. 794 and 1001;

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

1. SERVICES

The City will provide fire protection services to the Parksville (Local) Fire Protection Service Area (Schedule 'C') and that portion of the French Creek Fire Protection Service Area outlined in heavy black on the attached Schedule 'D', including any subsequent boundary amendments.

2. TERM

- i. The Term of this Agreement is January 1, 2007 to December 31, 2011, unless otherwise terminated as provided herein.
- ii. This Agreement shall be automatically renewed at the end of the initial Term for a further two, five year terms unless earlier terminated as provided herein.

3. DESCRIPTION OF SERVICE

For the purposes of this Agreement the services provided include but are not limited to the provision of personnel and equipment for the purpose of fighting fires, fire prevention and inspections, administration and enforcement of the Regional District's burning bylaws applicable to the area, response to other classes of emergencies including medical emergencies and non-emergencies such as false alarms. The services provided shall be comparable to those provided within the City boundaries or as is possible with the facilities provided by the District

4. CITY OF PARKSVILLE

Within the boundaries for fire protection services as outlined under this agreement, the City will not be responsible for:

- i. maintaining or providing fire flow water at hydrants;
- ii. providing storage of water for fire fighting purposes;
- iii. replacing or repairing damaged hydrants except where negligence by the City is the cause;
- iv. providing, maintaining, servicing or flushing hydrants;
- v. paying for any of the above except for negligence as stated in Article 4(iii).

The City will have the right to:

- i. inspect, flow test, and check any or all hydrants;
- ii. advise the District of any deficiencies noted in hydrants or the water system;
- iii. operate hydrants and hook up hoses for the purposes of fire fighting and practice;
- iv. draw water at no charge for fire fighting and for practice.

5. REGIONAL DISTRICT OF NANAIMO

1. The District will ensure that the hydrants are serviced annually in accordance with the program as set out in the Regional District's policy as amended from time to time. The policy in effect at the date this agreement is signed is attached as Schedule 'A'.
2. The District will provide the City within ONE (1) MONTH of the signing of this Agreement with a copy of a drawing showing the location of all hydrants appropriately numbered, water mains, storage, and pumping facilities, and shall advise the City prior to the installation of all hydrants in order to provide the City the opportunity to comment on the locations.
3. The District will ensure that the City is notified in a timely manner of the identification, number of hydrants as and when they are:
 - i. damaged or out of service for whatever reason
 - ii. being repaired
 - iii. draining poorly and in all cases
 - iv. when they are back in service.

4. The District agrees to indemnify and save harmless the City from any and all actions, claims, suits or judgements arising out of or in connection with the performance by the City, or its officers or employees, of the obligations of the City under this Agreement, except:
 - i. where such action, claim, suit or judgement is due to the negligence of the City, or its officers or employees; and
 - ii. as specified in Section 4(iii) and (v).

6. ANNUAL REPORTS

1. Each year, on or before November 1st, the City shall provide a report on activities relative to this Agreement in a form mutually agreeable to the parties.
2. On or before February 1st of each year of the term, for information purposes the City shall provide a report comparing actual costs to budgeted costs for information purposes.

7. APPORTIONMENT OF ANNUAL COSTS

1. Fire fighting costs shall be apportioned between the City and the District on the basis of net taxable values for land and improvements.
2. The costs for fire protection for the Term and subsequent Terms of this Agreement shall be derived as follows:

Referring to the City's financial plan at the beginning of the Term or any renewal Term annual budgets will be comprised of:

Operating costs as estimated in the financial plan for the following categories:

Administration (includes wages)
Training
Small Equipment & Clothing
Fire Hall Operations
Other Equipment Costs plus;

Minor Capital Equipment - capital items less than \$100,000 plus;

Major Capital Equipment - capital items greater than \$100,000.

Operating Costs and Minor Capital Equipment shall be recorded in the years that they occur, Major Capital items shall be averaged over the five year period.

Total costs for the Term shall be allocated to each year in the Term or any renewal Term in a manner mutually acceptable to the parties

For the purposes of the initial Term, Schedules B and B-1 represent the estimates and calculations for the period 2007 to 2011.

- 4. On or about January 15 of every third calendar year following the execution of this agreement the Parties shall reconcile actual amounts incurred by the City compared to the amounts remitted by the District under this Agreement in the prior three years. Where there is a difference over the three year period of more than \$10,000 (higher or lower) between the amounts remitted for that period and the amounts which would have been remitted based on actual costs, the difference shall be adjusted over the following three year period.
- 5. Notwithstanding Paragraph 7.4, the parties agree that it is not the intent of this adjustment to result in unreasonable changes to the annual costs for any party and should that be the result, the parties will work to resolve the change in a mutually acceptable manner.

8. AMOUNTS PAYABLE

An amount due under this Agreement shall be payable on or before the first day in August in each year.

9. AMENDMENTS

This Agreement may be amended by mutual agreement.

10. TERMINATION

- 1. This agreement may be terminated or take affect at the end of any calendar year by the giving of notice, in writing, by either party to the other no later than January 1st of that year.
- 2. 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 have hereunto caused their presents to be executed under the hands of their proper officers duly authorized in that behalf on the day and year first above written.

FOR THE REGIONAL DISTRICT OF NANAIMO)

:)

_____)
Chairperson)

_____)
Sr. Mgr., Corporate Administration)

FOR THE CITY OF PARKSVILLE)

_____)

_____)

SCHEDULE 'A'

**FIRE SERVICES AGREEMENT
BETWEEN THE CITY OF PARKSVILLE
AND REGIONAL DISTRICT OF NANAIMO**

HYDRANT SERVICE PROGRAM

**REGIONAL DISTRICT OF NANAIMO
*Utilities Department***

OPERATING PROCEDURES

SUBJECT: <i>Fire Hydrant Inspection and Maintenance</i>	PROCEDURE NO.: <i>Water-01</i>
	PAGE: <i>1 of 4</i>
EFFECTIVE DATE: <i>April 20, 2006</i>	LAST REVISED: <i>February 15, 2007</i>
PREPARED BY: <i>D. Churko / M. LaForest</i>	APPROVED BY: <i>M. Donnelly</i>

1.0 PURPOSE

1.1 To ensure staff follow proper procedures when servicing fire hydrants.

2.0 RESPONSIBILITY

2.1 It is the responsibility of the Chief Operator to inform staff of these procedures and to update these procedures as necessary.

2.2 It is the responsibility of staff to read and understand these procedures.

3.0 PROCEDURES

3.1 As per the Environmental Services Operational Policy dated February 1, 2004 (see attached), fire hydrants shall be inspected regularly and repaired as required to ensure their satisfactory operation.

3.2 Fire hydrants shall be inspected and flushed annually.

3.3 Fire hydrants shall be provided full maintenance every two years. Refer to Manufacturers recommended procedures- copies available in Utilities 3 Technician's desk, and in Chief Operator's office.

REGIONAL DISTRICT OF NANAIMO

**Environmental Services Operational
POLICY**

SUBJECT:	<i>Fire Hydrant Inspection and Maintenance</i>	POLICY NO:
EFFECTIVE DATE:	February 1, 2004	APPROVED BY: GM ES
REVISION DATE:		PAGE 1 OF 1

PURPOSE

Fire hydrants shall be inspected regularly and repaired as required to ensure their satisfactory operation. This policy outlines the frequency of fire hydrant inspections and maintenance.

POLICY

1. Annual Inspections – fire hydrants shall be inspected and flushed annually in accordance with the procedure outlined in Schedule “A”.
2. Fire hydrants shall be inspected after every use and hydrant maintenance shall be performed, if required, in accordance with the procedure outlined in Schedule “B”.
3. Fire Hydrant Maintenance – fire hydrants shall be provided full maintenance every two years in accordance with the procedure outlined in Schedule “B”.
4. Records shall be maintained of all inspections and maintenance activities.

Regional District of Nanaimo
Fire Hydrant Maintenance

Schedule "A"

Annual Inspection Procedure for all Fire Hydrants within RDN Water Systems

1. Check for any obvious obstructions and brush out around hydrant within 1 metre radius if required. Report obstructions that cannot be removed to the Chief Operator.
2. Inspect condition of paint; power wash and re-paint as required.
3. Check, record and report any external structural damage to the hydrant to the Chief Operator.
4. Check and clear any obstruction or foreign material from hose ports.
5. Check for ease of operation; if difficult to operate record and report.
6. Check for leaks at ground level and at all gasket joints.
7. Listen for internal leakage
8. Flush hydrant and branch line with very low flow so as not to disturb the main.
9. Check for drainage by suction at hose port.
10. Check that all ports are accessible and that the steamer port is facing the principle access route.
11. Complete inspection report.
12. Report any deficiencies that require further repair immediately to the Chief Operator.

Regional District of Nanaimo
Fire Hydrant Maintenance

Schedule "B"

Full Bi-annual Service Maintenance Procedure for all Fire Hydrants within RDN Water Systems

1. Close the hydrant isolation valve and check the operation of the valve.

Record and report any repairs required.

Disassemble the hydrant to remove serviceable parts, check for worn or broken parts and leaks in the assembly or their component parts:

- head or "O" ring assembly
- independent cut-off assembly
- drain valve assembly
- main gate or main valve assembly
- hose nozzle assembly

2. Lubricate all external and internal working parts while reassembling the hydrant.
3. Open the hydrant isolation valve
4. Operate the hydrant from fully open to fully closed with caps in place. Record pressure and number of turns required opening the hydrant.
5. Flush the hydrant with a low flow so as not to disturb the main.
6. Complete the maintenance report.

**** END OF DOCUMENT ****

SCHEDULE B

**TO FIRE SERVICES AGREEMENT BETWEEN THE
CITY OF PARKSVILLE AND THE REGIONAL DISTRICT OF NANAIMO**

		City of Parksville					
		Forecast Fire Department Expenditures					
		2007	2008	2009	2010	2011	Total
Operating Expenditures	Administration	390,873	432,950	444,300	456,058	468,240	2,192,421
	Training	59,192	61,649	64,218	66,910	69,731	321,700
	Small Equipment & Clothing	41,220	42,931	44,720	46,594	48,559	224,024
	Fire Hall #1	37,249	38,795	40,412	42,106	43,881	202,443
	Equipment	55,055	57,340	59,730	62,233	64,858	299,216
	Total Operating	583,589	633,665	653,380	673,901	695,269	3,239,804
Capital	Minor Capital Equipment	68,600	137,547	10,404	71,313	0	287,864
	Major Capital Equipment	346,512	346,512	346,512	346,512	346,512	1,732,560
	Total Capital	415,112	484,059	356,916	417,825	346,512	2,020,424
Total Annual Costs	998,701	1,117,724	1,010,296	1,091,726	1,041,781	5,260,228	

	2007 Assessments	Percentage	Allocated annual costs					
City of Parksville	1,747,105,471	70.77%	602,764	632,902	697,774	807,743	981,812	3,722,995
French Creek Area	514,903,117	20.86%	177,645	186,527	205,646	238,056	289,358	1,097,233
Parksville Local Area	206,781,942	8.38%	71,341	74,908	82,586	95,602	116,204	440,642
	2,468,790,530	100.00%	851,750	894,338	986,007	1,141,402	1,387,374	5,260,870
Regional District of Nanaimo			\$248,986	\$261,435	\$288,232	\$333,658	\$405,562	

**TO FIRE SERVICES AGREEMENT BETWEEN THE
CITY OF PARKSVILLE AND THE REGIONAL DISTRICT OF NANAIMO**

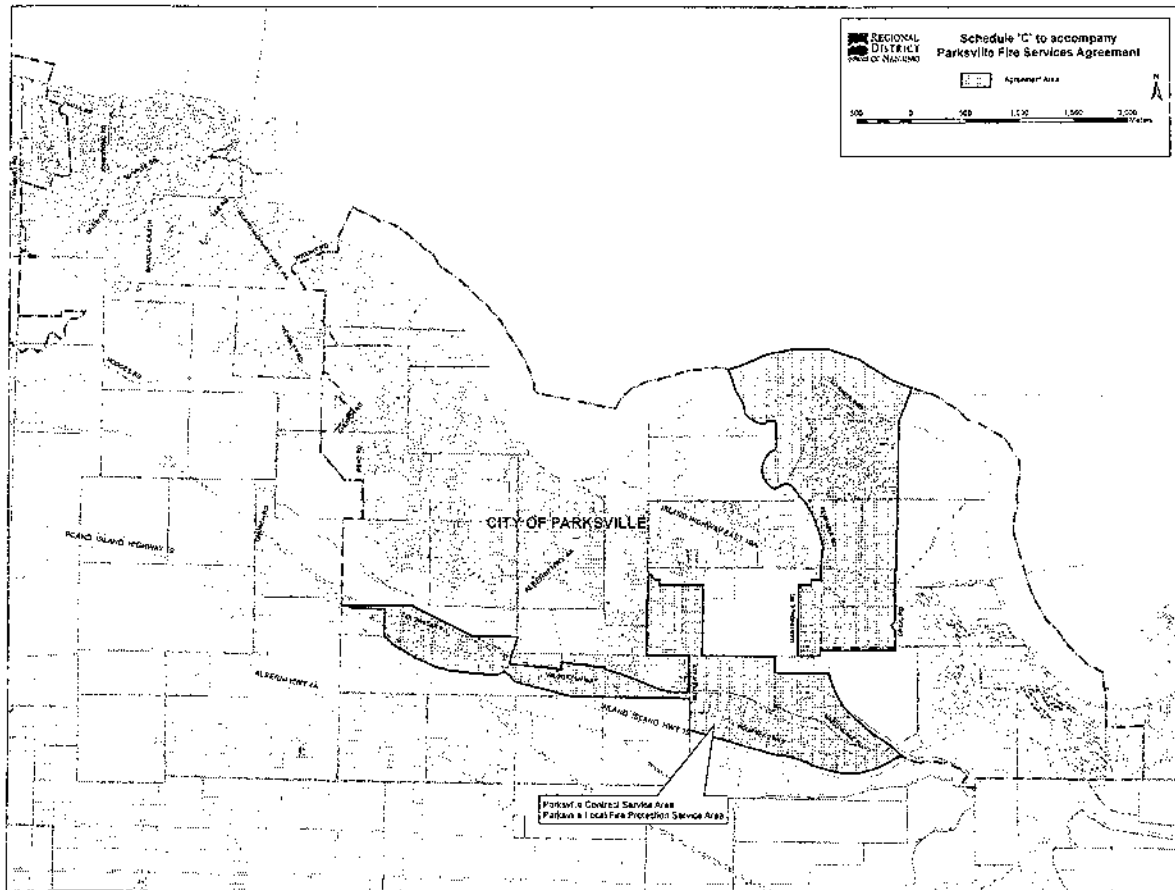
City of Parksville – Fire Department Capital Expenditures

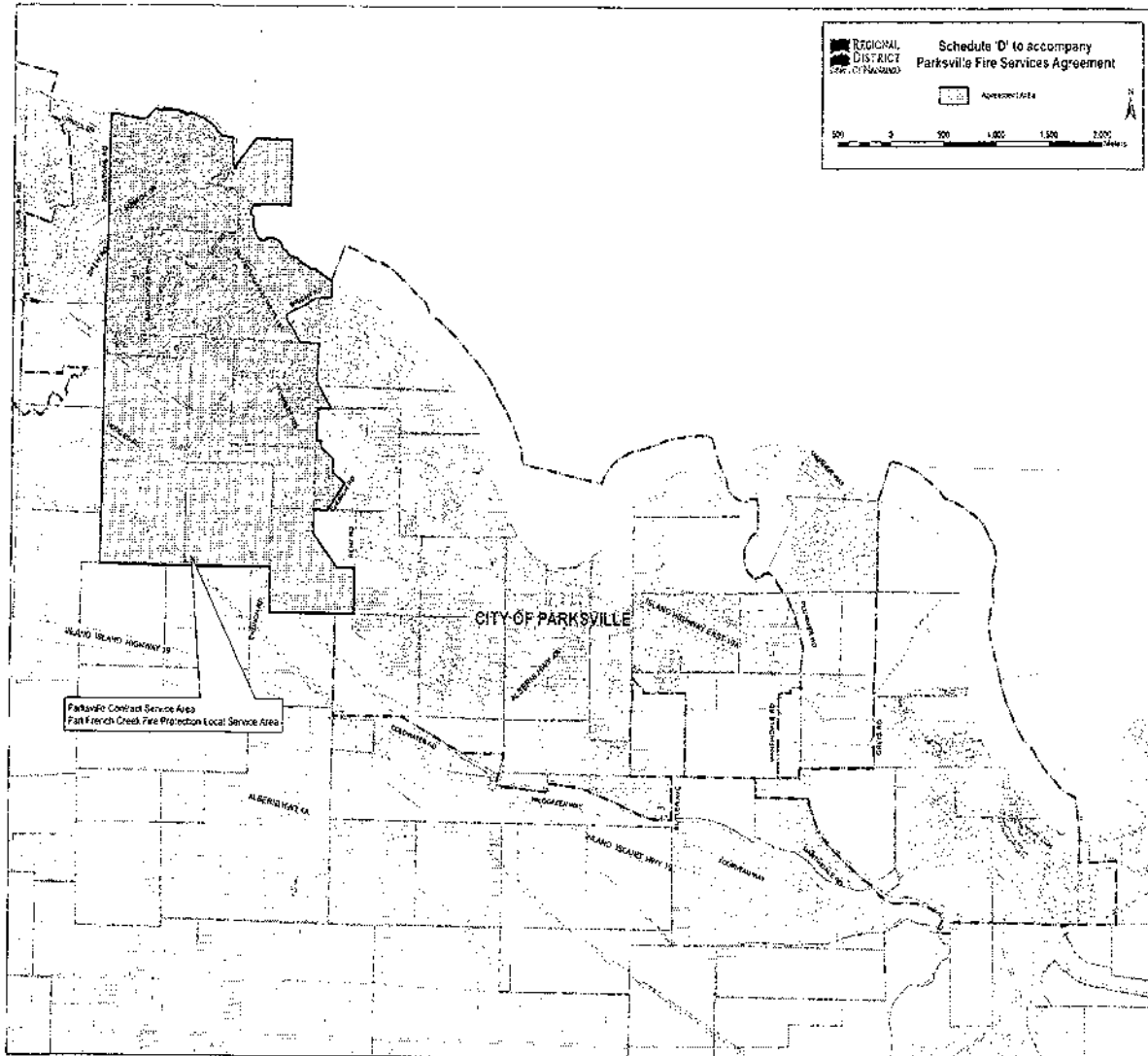
	2007	2008	2009	2010	2011	
<u>Budgeted Major Equipment (over \$100,000)</u>						
Major	Fire Hall #1 Addition	0		259,100	259,100	259,100
Major	Fire Rescue Truck R-41	0	0	0	0	0
Major	Tanker (Replace Chassis)	0	0	0	0	0
Major	Rplace Ladder 41	0	0	0	0	0
Major	Replace E-42	0	0	468,180	0	0
Major	New Fire Truck E-43	0	0	0	0	0
Major	Replace E-41	0	0	0		487,080
Major	Fire Hall #2	0	0	0	0	0
	Total	\$ -	\$ -	\$ 727,280	\$ 259,100	\$ 746,180
	Average Annual Costs	\$ 346,512	\$ 346,512	\$ 346,512	\$ 346,512	\$ 346,512
<u>Budgeted Minor Equipment (less than \$100,000)</u>						
	Replace C-42 (Dodge P/U)	28,600	0	0	0	0
	Fire Inspector Truck	30,000				
	Emergency Generator	0	29,750	0	0	0
	Replace Air Compressor	0	34,100	0	0	0
	Rcplace Photocopier	0	11,000	0	0	0
	Replace C 41	0	0	0	28,600	0
	SCBA Upgrade	0	50,000	0	0	0
	Foam System	0	0	0	28,600	0
	Training Ground Improvements	10,000	10,000	10,000	10,000	0
	Total	68,600	134,850	10,000	67,200	0
	Inflated Minor Equipment	\$ 68,600	\$ 137,547	\$ 10,404	\$ 71,313	\$ -
	Total Annual Capital Costs	\$ 415,112	\$ 484,059	\$ 356,916	\$ 417,825	\$ 346,512

2008 Debt costs relate to repayment of \$3,250,000 debt to build new firehall. Interest assumed at 5%. Only 50% in 2008.

Major Equipment is averaged over a 10 year period to smooth the estimated costs.

Minor Equipment under \$100,000 is not averaged.





FIRE SERVICES AGREEMENT

THIS AGREEMENT made this day of , 2007

BETWEEN:

THE TOWN OF QUALICUM BEACH
P.O. Box 130
Qualicum Beach, BC
V9K 1S7

(hereinafter called the "Town")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, B.C.
V9T 6N2

(hereinafter called the "District")

OF THE SECOND PART

WHEREAS the District is authorized by its Bylaws No. 794 to provide fire protection services to the French Creek Fire Protection Local Service Area which is contained within portions of Electoral Areas 'F', 'G' and 'H' as hereinafter defined and to levy funds for that purpose;

AND WHEREAS it has been agreed that the Town will provide fire protection services as hereinafter defined to that portion of the French Creek Fire Protection Service Area shown outlined on Schedule 'C';

AND WHEREAS the boundaries of Schedule 'C' are deemed to coincide with any subsequent boundary amendments associated with Bylaw No. 794;

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

1. SERVICES

The Town will provide fire protection services to that portion of the French Creek Fire Protection Service Area outlined in heavy black on the attached Schedule 'C', including any subsequent boundary amendments.

2. TERM

- i. The Term of this Agreement is January 1, 2007 to December 31, 2011, unless otherwise terminated as provided herein.
- ii. This Agreement shall be automatically renewed at the end of the initial Term for a further two, five year terms unless earlier terminated as provided herein.

3. DESCRIPTION OF SERVICE

For the purposes of this Agreement the services provided include but are not limited to the provision of personnel and equipment for the purpose of fighting fires, fire prevention and inspections, administration and enforcement of the Regional District's burning bylaws applicable to the area, response to other classes of emergencies including medical emergencies and non-emergencies such as false alarms. The services provided shall be comparable to those provided within the Town boundaries or as is possible with the facilities provided by the District

4. TOWN OF QUALICUM BEACH

Within the boundaries for fire protection services as outlined under this agreement, the Town will not be responsible for:

- i. maintaining or providing fire flow water at hydrants;
- ii. providing storage of water for fire fighting purposes;
- iii. replacing or repairing damaged hydrants except where negligence by the Town is the cause;
- iv. providing, maintaining, servicing or flushing hydrants;
- v. paying for any of the above except for negligence as stated in Article 4(iii).

The Town will have the right to:

- i. inspect, flow test, and check any or all hydrants;
- ii. advise the District of any deficiencies noted in hydrants or the water system;
- iii. operate hydrants and hook up hoses for the purposes of fire fighting and practice;
- iv. draw water at no charge for fire fighting and for practice.

5. REGIONAL DISTRICT OF NANAIMO

1. The District will ensure that the hydrants are serviced annually in accordance with the program as set out in the Regional District's policy as amended from time to time. The policy in effect at the date this agreement is signed is attached as Schedule 'A'.
2. The District will provide the Town within ONE (1) MONTH of the signing of this Agreement with a copy of a drawing showing the location of all hydrants appropriately numbered, water mains, storage, and pumping facilities, and shall advise the Town prior to the installation of all hydrants in order to provide the Town the opportunity to comment on the locations.
3. The District will ensure that the Town is notified in a timely manner of the identification, number of hydrants as and when they are:
 - i. damaged or out of service for whatever reason
 - ii. being repaired
 - iii. draining poorly and in all cases
 - iv. when they are back in service.

4. The District agrees to indemnify and save harmless the Town from any and all actions, claims, suits or judgements arising out of or in connection with the performance by the Town, or its officers or employees, of the obligations of the Town under this Agreement, except:
 - i. where such action, claim, suit or judgement is due to the negligence of the Town, or its officers or employees; and
 - ii. as specified in Section 4(iii) and (v).

6. ANNUAL REPORTS

1. Each year, on or before November 1st, the Town shall provide a report on activities relative to this Agreement in a form mutually agreeable to the parties.
2. On or before February 1st of each year of the term, for information purposes the Town shall provide a report comparing actual costs to budgeted costs for information purposes.

7. APPORTIONMENT OF ANNUAL COSTS

1. Fire fighting costs shall be apportioned between the Town and the District on the basis of net taxable values for land and improvements.
2. The costs for fire protection for the Term and subsequent Terms of this Agreement shall be derived as follows:

Referring to the Town's financial plan at the beginning of the Term or any renewal Term annual budgets will be comprised of:

Operating costs as estimated in the financial plan for the following categories:

Administration (includes wages)
Training
Small Equipment & Clothing
Fire Hall Operations
Other Equipment Costs

plus;

Minor Capital Equipment (capital items less than \$100,000) at an average annual value of \$33,500

plus;

Major Capital Equipment (capital items greater than \$100,000) at an average annual value of \$104,000

plus;

Buildings at an average annual value of \$100,000

Total costs for the Term shall be allocated to each year in the Term or any renewal Term in a manner mutually acceptable to the parties

For the purposes of the initial Term, Schedules B and B-1 represent the estimates and calculations for the period 2007 to 2011.

- 4. On or about January 15 of every third calendar year following the execution of this agreement the Parties shall reconcile actual amounts incurred by the Town compared to the amounts remitted by the District under this Agreement in the prior three years. Where there is a difference over the three year period of more than \$10,000 (higher or lower) between the amounts remitted for that period and the amounts which would have been remitted based on actual costs, the difference shall be adjusted over the following three year period.
- 5. Notwithstanding Paragraph 7.4, the parties agree that it is not the intent of this adjustment to result in unreasonable changes to the annual costs for any party and should that be the result, the parties will work to resolve the change in a mutually acceptable manner.

8. AMOUNTS PAYABLE

An amount due under this Agreement shall be payable on or before the first day in August in each year.

9. AMENDMENTS

This Agreement may be amended by mutual agreement.

10. TERMINATION

- 1. This agreement may be terminated or take affect at the end of any calendar year by the giving of notice, in writing, by either party to the other no later than January 1st of that year.
- 2. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

FOR THE REGIONAL DISTRICT OF NANAIMO)
)
)
)
 _____)
 Chairperson)
)
)
 _____)
 Sr. Mgr., Corporate Administration)

FOR THE TOWN OF QUALICUM BEACH)
)
)
 _____)
)
)
 _____)
)

SCHEDULE 'A'
TO FIRE SERVICES AGREEMENT
BETWEEN THE TOWN OF QUALICUM BEACH
AND REGIONAL DISTRICT OF NANAIMO

HYDRANT SERVICE PROGRAM

REGIONAL DISTRICT OF NANAIMO
Utilities Department

OPERATING PROCEDURES

SUBJECT: <i>Fire Hydrant Inspection and Maintenance</i>	PROCEDURE NO.: <i>Water-01</i>
	PAGE: <i>1 of 4</i>
EFFECTIVE DATE: <i>April 20, 2006</i>	LAST REVISED: <i>February 15, 2007</i>
PREPARED BY: <i>D. Churko / M. LaForest</i>	APPROVED BY: <i>M. Donnelly</i>

1.0 PURPOSE

- 1.1 To ensure staff follow proper procedures when servicing fire hydrants.

2.0 RESPONSIBILITY

- 2.1 It is the responsibility of the Chief Operator to inform staff of these procedures and to update these procedures as necessary.
- 2.2 It is the responsibility of staff to read and understand these procedures.

3.0 PROCEDURES

- 3.1 As per the Environmental Services Operational Policy dated February 1, 2004 (see attached), fire hydrants shall be inspected regularly and repaired as required to ensure their satisfactory operation.
- 3.2 Fire hydrants shall be inspected and flushed annually.
- 3.3 Fire hydrants shall be provided full maintenance every two years. Refer to Manufacturers recommended procedures- copies available in Utilities 3 Technician's desk, and in Chief Operator's office.

REGIONAL DISTRICT OF NANAIMO

**Environmental Services Operational
P O L I C Y**

SUBJECT:	<i>Fire Hydrant Inspection and Maintenance</i>	POLICY NO:
EFFECTIVE DATE:	February 1, 2004	APPROVED BY: GM ES
REVISION DATE:		PAGE 1 OF 1

PURPOSE

Fire hydrants shall be inspected regularly and repaired as required to ensure their satisfactory operation. This policy outlines the frequency of fire hydrant inspections and maintenance.

POLICY

1. Annual Inspections – fire hydrants shall be inspected and flushed annually in accordance with the procedure outlined in Schedule “A”.
2. Fire hydrants shall be inspected after every use and hydrant maintenance shall be performed, if required, in accordance with the procedure outlined in Schedule “B”.
3. Fire Hydrant Maintenance – fire hydrants shall be provided full maintenance every two years in accordance with the procedure outlined in Schedule “B”.
4. Records shall be maintained of all inspections and maintenance activities.

Regional District of Nanaimo
Fire Hydrant Maintenance

Schedule "A"

Annual Inspection Procedure for all Fire Hydrants within RDN Water Systems

1. Check for any obvious obstructions and brush out around hydrant within 1 metre radius if required. Report obstructions that cannot be removed to the Chief Operator.
2. Inspect condition of paint; power wash and re-paint as required.
3. Check, record and report any external structural damage to the hydrant to the Chief Operator.
4. Check and clear any obstruction or foreign material from hose ports.
5. Check for ease of operation; if difficult to operate record and report.
6. Check for leaks at ground level and at all gasket joints.
7. Listen for internal leakage
8. Flush hydrant and branch line with very low flow so as not to disturb the main.
9. Check for drainage by suction at hose port.
10. Check that all ports are accessible and that the steamer port is facing the principle access route.
11. Complete inspection report.
12. Report any deficiencies that require further repair immediately to the Chief Operator.

Regional District of Nanaimo
Fire Hydrant Maintenance

Schedule "B"

Full Bi-annual Service Maintenance Procedure for all Fire Hydrants within RDN Water Systems

1. Close the hydrant isolation valve and check the operation of the valve.

Record and report any repairs required.

Disassemble the hydrant to remove serviceable parts, check for worn or broken parts and leaks in the assembly or their component parts:

- head or "O" ring assembly
- independent cut-off assembly
- drain valve assembly
- main gate or main valve assembly
- hose nozzle assembly

2. Lubricate all external and internal working parts while reassembling the hydrant.
3. Open the hydrant isolation valve
4. Operate the hydrant from fully open to fully closed with caps in place. Record pressure and number of turns required opening the hydrant.
5. Flush the hydrant with a low flow so as not to disturb the main.
6. Complete the maintenance report.

**** END OF DOCUMENT ****

**SCHEDULE B
TO FIRE SERVICES AGREEMENT BETWEEN THE TOWN OF QUALICUM BEACH
AND THE REGIONAL DISTRICT OF NANAIMO**

Town of Qualicum Beach
Forecast Annual Expenditures

		2007	2008	2009	2010	2011	Total
Operating Expenditures	Summarized	407,500	419,725	432,317	445,286	458,645	2,163,473
Capital	Minor Capital Equipment	33,500	34,505	35,540	36,605	37,704	177,855
	Major Capital Equipment	104,000	107,120	110,334	113,641	117,052	552,146
	Buildings	100,000	103,000	106,090	109,270	112,550	530,910
	Total Capital	237,500	244,625	251,964	259,516	267,306	1,260,911
Total Annual Costs		645,000	664,350	684,281	704,803	725,951	3,424,384

	2007 Assessment	Percentage	Allocated Annual Expenditures					
Town of Qualicum Beach	1,725,466,320	88.14%	528,857	544,722	577,896	631,467	710,716	2,993,657
RDN French Creek Area	232,115,330	11.86%	71,143	73,278	77,740	84,947	95,608	402,716
	1,957,581,650	100.00%	600,000	618,000	655,636	716,414	806,324	3,396,373

Notes and Assumptions:

At the end of 2011 an adjustment will be made for the Actual Operating and Capital expenditures. The adjustment will be recovered (refunded) over the next 5 year period if the agreement is renewed. Otherwise, it will be recovered (refunded) at the end of 2011.



RUB REPORT	
CAO APPROVAL <i>CAJ</i>	
EAP	
COW	<i>✓ NOV. 13th</i>
NOV 06 2007	
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: October 27, 2007

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Nanoose Bay Fire Protection Service Regulatory Bylaw Amendment

PURPOSE:

To obtain approval of changes to the responsibilities of the Fire Chief to carry out inspections.

BACKGROUND:

Bylaw No. 1003 sets out the rules and responsibilities for the Nanoose Bay Fire Protection Society's operations and management of the fire department. The Society brought to staff's attention that Section 3 of the current bylaw contains a provision that the Fire Chief will carry out inspections of premises for the purposes of ensuring fire safety. The fire department does not and has not in the past, carried out mandatory inspections, and as a volunteer fire department, is not in a position to carry out an inspection function in the manner contemplated in the bylaw. The purpose of the inspection authority is to permit the Fire Chief, where it is brought to his/her attention or he/she otherwise becomes aware that a situation poses a fire safety concern, that he/she can make an inspection and orders to ensure fire safety. The amendment proposed with Bylaw 1003.02 will make it clear that inspections of all premises is not mandatory, but intended to be an authority exercised at the discretion of the Fire Chief as necessary.

ALTERNATIVES:

1. Approve the changes and adopt Bylaw No. 1003.02.
2. Do not make changes to the bylaw.

FINANCIAL IMPLICATIONS:

Alternative 1

There are two financial implications associated with an expectation of mandatory inspections. The first is the cost to support that level of activity within the current budget envelope and the second is the exposure to liability for not tracking, carrying out and recording inspections. The Society recommends that a full time inspection authority is not required at this time and is seeking a housekeeping amendment to the regulatory bylaw. Staff recommend amending the bylaw as presented.

Alternative 2


The financial implications are only partially quantifiable – that being the cost for a full time position to administer this section of the bylaw. At a minimum a full time Fire Chief could cost upwards of \$70,000 to \$75,000, from the \$30,000 - \$35,000 currently provided to a part time volunteer position. With regards to liability, this cost would only be quantifiable in the event of a serious fire and a finding that the department neglected a duty of care to make inspections. A policy decision to provide a particular level of service is defensible in a legal action on a question of duty of care.

SUMMARY/CONCLUSIONS:


The Nanoose Bay Fire Protection Society has noted that in its current form, its operations bylaw requires the Fire Chief to make inspections to ensure premises (primarily commercial premises) are fire safe. This would require the services of a full time Fire Chief, something the Society does not feel is currently warranted based on the development of the area. Staff have therefore prepared an amendment to the bylaw which outlines that inspections and orders are a discretionary authority of the Fire Chief. This also reflects the current practice in the fire department. As amended the bylaw will also reduce the exposure to liability in the event of a fire and no evidence of mandatory inspection protocols.

RECOMMENDATION:

1. That "Nanoose Bay Fire Protection Service Regulatory Bylaw No. 1003.02, 2007" be introduced and read three times.
2. That "Nanoose Bay Fire Protection Service Regulatory Bylaw No. 1003.02, 2007" having received three readings be adopted.



Report Writer



C.A.O. Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1003.02

**A BYLAW TO AMEND REGIONAL DISTRICT
OF NANAIMO (NANOOSE) FIRE SERVICES
REGULATORY BYLAW NO. 1003**

WHEREAS “Regional District of Nanaimo (Nanoose) Fire Services Regulatory Bylaw No. 1003, 1996”, makes rules for the provision, operation and administration of the Nanoose Bay Fire Protection Service;

AND WHEREAS the Regional District Board wishes to amend certain responsibilities of the Fire Chief related to carrying out inspections of premises;

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

1. “Regional District of Nanaimo (Nanoose) Fire Service Regulatory Bylaw No. 1003” is amended by deleting Section 3 in its entirety and replacing it with the following:

“3. Fire Chief

- (1) The Fire Chief is authorized to:
 - (a) administer this bylaw;
 - (b) report to the Chief Administrative Officer of the Regional District through the incorporated society that is under contract to the Regional District;
 - (c) make rules for the efficient administration and operation of the Fire Department and alter and repeal them from time to time as he or she deems necessary;
 - (d) organize or establish programs and policies designed to inform the public or specified classes of the public on matters regarding fire safety, use of flammable materials, prevention, containment or suppression of fires or other circumstances that may cause harm to persons or property and escape from fires or other classes of circumstances that may cause harm to persons or property;

- (e) enter any land or premises to inspect conditions which may cause a fire, increase the danger of a fire or increase the danger to persons or property from a fire;
- (f) make orders or take measures to ensure that flammable material is:
 - (i) removed from land or premises;
 - (ii) removed to another part of land or premises;
 - (iii) rendered harmless or suitably safeguarded against fire by requiring the placement and maintenance of barricades or the posting of "No Admittance" signs or the placement of locks on doors or windows or any combination of these;
- (g) where he or she is of the opinion that there is imminent and serious danger to life or property or that panic is imminent, in an emergency arising from a fire, fire hazard, toxic chemical spill or risk of explosion, immediately make orders or take steps he/she thinks advisable to remove the hazard or risk including the following:
 - (i) cause people to be removed from a building or an area;
 - (ii) order the evacuation of a building or area; and
 - (iii) call upon a peace officer to assist and to provide security to the evacuated area;

2. This bylaw may be cited as "Nanoose Bay Fire Protection Service Regulatory Amendment Bylaw No. 1003.02, 2007".

Introduced and read three times this 27th day of November, 2007

Adopted this 27th day of November, 2007

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



EAP	
COW ✓ NW. BTM	
NOV 06 2007	
RHD	
BOARD	

MEMORANDUM

TO: N.Avery
General Manager, Finance & Information Services

DATE: October 28, 2007

FROM: W. Thexton
Manager, Budgets & Capital Planning

FILE:

SUBJECT: Bow Horn Bay Fire Protection Service Area Boundary Amendment –
Bylaw No. 1385.02

PURPOSE:

To introduce for first three readings “Bow Horn Bay Fire Protection Service Area Boundary Amendment Bylaw No. 1385.02, 2007”.

BACKGROUND:

A new subdivision has occurred at the northern end of the Bow Horn Bay Fire Protection service area. The subdivision is serviced by the Bowser Waterworks District from which the fire department obtains water for fire protection services. The property owner has requested, by way of a petition, to be included in the fire service area. The Bow Horn Bay Fire Department has advised staff that a boundary amendment is acceptable.

ALTERNATIVES:

1. Approve the boundary amendment.
2. Do not approve the boundary amendment.

FINANCIAL IMPLICATIONS:

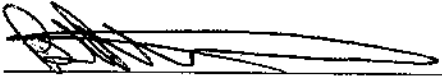
There is no impact to existing taxpayers by the addition of this small subdivision. Staff recommend proceeding with the boundary extension.

SUMMARY/CONCLUSIONS:


Following approval of a small subdivision to the north of the Bow Horn Bay Fire service area, receipt of a petition from the property owner and approval by the Bow Horn Bay Fire Department, staff have prepared Bylaw 1385.02 which will amend the fire service area boundaries. There are no financial implications to the amendment and staff recommend proceeding with approval of the bylaw.

RECOMMENDATION:

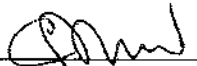
That "Bow Horn Bay Fire Protection Service Area Boundary Amendment Bylaw No. 1385.02, 2007" be introduced for first three readings and be forwarded for adoption at the December Board meeting.



Report Writer



General Manager Concurrence



CAO Concurrence

COMMENTS:

**REGIONAL DISTRICT OF NANAIMO
BYLAW NO. 1385.02**

**A BYLAW TO AMEND THE BOUNDARIES OF THE
BOW HORN BAY FIRE PROTECTION SERVICE AREA**

WHEREAS The Board of the Regional District of Nanaimo established the Bow Horn Bay Fire Protection Service Area by Bylaw No. 1385;

AND WHEREAS in accordance with Section 802(1)(b) of the *Local Government Act* a petition to amend the boundaries of the Fire Protection Service Area has been received and is considered sufficient to amend the boundaries;

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

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

1. Bow Horn Bay Fire Protection Service Area Establishment Bylaw No. 1385 is hereby amended by including the properties shown outlined on Schedule 'B' attached to and forming a part of this bylaw;
2. Schedule 'A' attached to Bylaw 1385 is hereby repealed and replaced with Schedule 'A' attached to this bylaw.
3. This bylaw may be cited for all purposes as "Bow Horn Bay Fire Protection Service Area Boundary Amendment Bylaw No. 1385.02, 2007".

Introduced and read three times this 27th day of November, 2007.

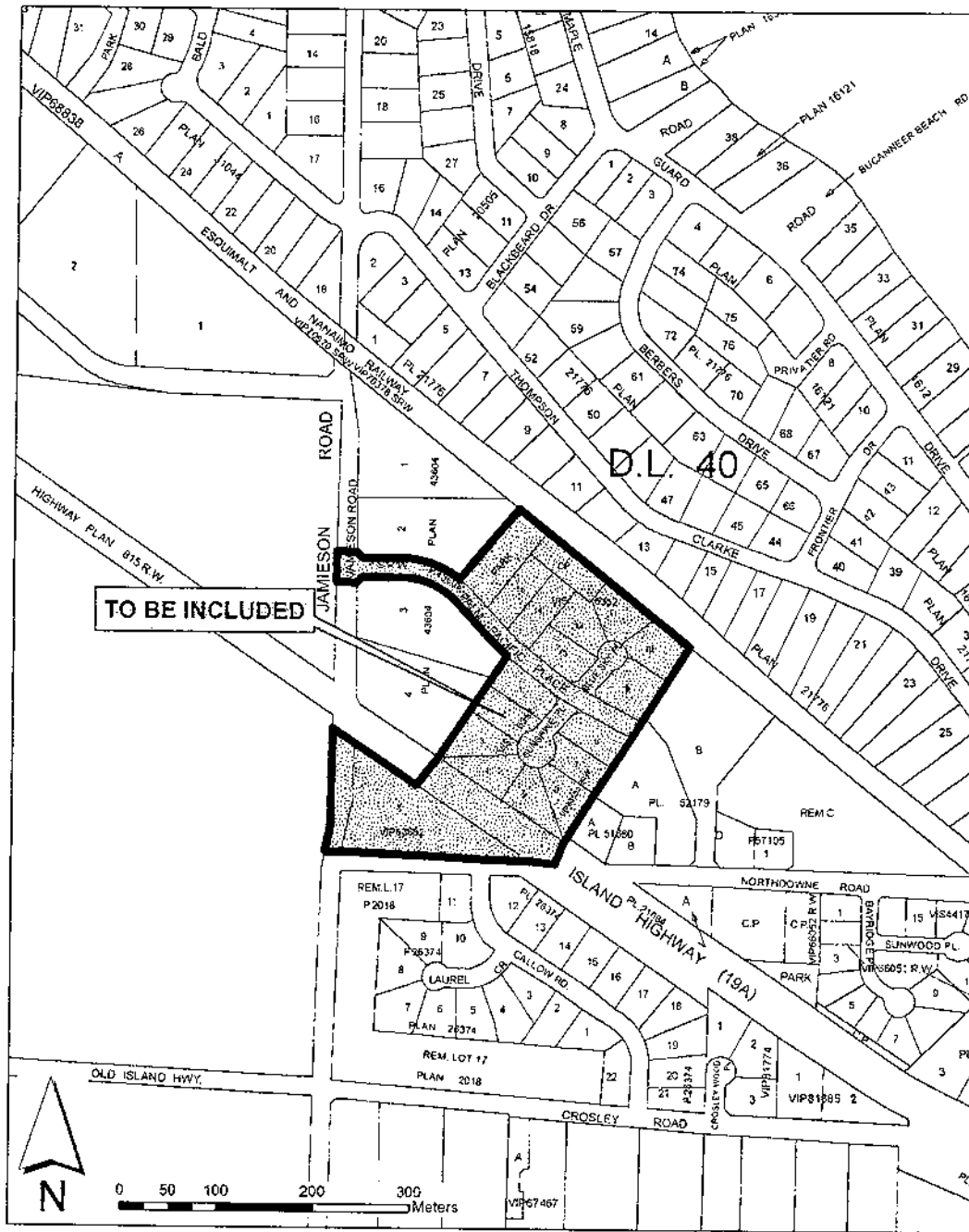
Adopted by the Board this ____ day of _____, 2007.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Chairperson

Sr. Mgr., Corporate Administration





EAP		
COW		✓ NOV. 13th
OCT 31 2007		
RHD		
BOARD		

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: October 13, 2007

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Barclay Crescent Sewer – Amendment to User Fees and Charges

PURPOSE:

To add a new user fee for waste discharge permit holders to the Barclay Crescent Sewer Service user fees and charges bylaw.

BACKGROUND:

The Epcor Utilities Company wishes to construct a water treatment plant on a property it owns in the Barclay Crescent Sewer service area. The plant will introduce a significant flow of process backwash water to the sewer lines and French Creek Pollution Control Centre triggering the requirement for a waste discharge permit. Epcor’s water treatment plant is expected to discharge on average 55 cubic meters daily. The rates in the current bylaw reflect typical residential/light commercial flows of about .7 cubic meters per day. Staff are recommending that the annual residential rate be converted to a daily rate for the purposes of any waste discharge permit holder. A daily rate will allow user fees to fluctuate according to large customers’ usage, encouraging them to reduce their flow in order to reduce their costs.

ALTERNATIVES:

1. Add a new rate for waste discharge permit holders to the Barclay Crescent Sewer user rates and regulations bylaw as presented.
2. Use a different method for collecting user fees for waste discharge permit holders and amend the bylaw accordingly.

FINANCIAL IMPLICATIONS:

Alternative 1

The issue in this instance is the volume of flow into the sewer lines as well as the volume treated at the French Creek Pollution Control Centre. In terms of treatment, the flows are addressed by allocating costs to the “benefiting” area on the basis of annual flows. The Barclay Crescent sewer service will be charged for treating the flows from the Epcor plant and that cost will be recovered by the user fee in the Barclay Crescent Sewer service.

The proposed daily rate reflects the effective daily rate for a typical residential user – therefore there is no difference between the rate per cubic meter for either class of user. If the permit holder reduces their volume the operating charge for treatment and the user fee to the customer are reduced, encouraging conservation.

Alternative 2


Staff considered alternatives using the chemical composition of the flow and concluded that it was overly complicated and not a good use of administrative resources. A simple cost per cubic meter addresses the “excess” flow generated by this particular user and is easily applied to other high volume users.


SUMMARY/CONCLUSIONS:

Epcor Utilities is proposing to build a water treatment plant on property it owns in the Barclay Crescent Sewer service area. The plant will discharge a high volume of backwash water to the sewer lines and the French Creek Pollution Control Centre. Costs for wastewater treatment are charged to a benefiting area such as Barclay Crescent on the basis of flows. The recovery from the customer should be through the user rates applied in the Barclay Crescent service area. Staff have concluded that a daily cubic meter rate works well for high volume users. The rate is the same effective daily rate for a typical residential customer who is billed a flat annual fee. If the user reduces their flows, they can reduce their costs. Reducing flows will also, in general, reduce costs charged to the Barclay Crescent Sewer service for wastewater treatment.

RECOMMENDATION:

1. That “Regional District of Nanaimo Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02, 2007” be introduced and read three times.
2. That “Regional District of Nanaimo Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02, 2007” be adopted.


Report Writer


C.A.O. Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1472.02

**A BYLAW TO AMEND BARCLAY
CRESCENT SEWER RATES AND
REGULATION BYLAW NO. 1472**

WHEREAS the Board of the Regional District of Nanaimo has established fees and charges for the Barclay Crescent Sewer Local Service by its Bylaw No. 1472;

AND WHEREAS the Board of the Regional District of Nanaimo wishes to add a user rate for waste discharge permit holders;

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

1. Regional District of Nanaimo Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472 is amended as follows:

Schedule 'C' of Bylaw No. 1472 is hereby repealed and Schedule 'C' attached hereto and forming part of this bylaw is substituted therefore.

2. This bylaw may be cited for all purposes as the "Regional District of Nanaimo Barclay Crescent Sewer Rates and Regulations Amendment Bylaw No. 1472.02, 2007".

Introduced and read three times this 27th day of November, 2007.

Adopted this 27th day of November, 2007.

CHAIRPERSON

SENIOR MANAGER, CORPORATE ADMINISTRATION

Chairperson

Sr. Mgr., Corporate Administration

SCHEDULE 'C'
[Section 19.1]

USER CHARGE
[if applicable]

1. Billing and Payment:

- (a) Annual sewer rates as invoiced by the Regional District are due and payable on presentation. A ten (10%) percent discount will be applied if payment of all outstanding charges in effect from time to time is received on or before the discount date shown on the invoice.
- (b) Amounts unpaid on the 31st of December in any year shall be deemed to be taxes in arrears and will be transferred to property taxes as prescribed under Section 797.2 of the *Local Government Act*.
- (c) All payments received will be applied firstly against arrears and then to current balances.

2. Rates:

	Classification	Annual Rates	Other Rates
(a)	Single Family Residence	\$ 215.00	
(b)	Apartments, Suites or Duplex -- Each Unit	\$ 215.00	
(c)	Cafes and Restaurants -- for each group of plumbing fixtures	\$ 215.00	
(d)	Garage or Service Station	\$ 215.00	
(e)	Store or Business Premises -- for each group of plumbing fixtures	\$ 215.00	
(f)	Mobile Homes (whether situated in a Mobile Home Park or not) -- per unit	\$ 215.00	
(g)	Churches and Halls -- for each group of plumbing fixtures	\$ 215.00	
(h)	Licensed Premises -- for each group of plumbing fixtures	\$ 215.00	
(i)	Motels -- per unit -- including residential managers' or owners' units	\$ 215.00	
(j)	Hotels -- per room	\$ 1.00	
(k)	Camping - for each group of plumbing fixtures	\$ 1.00	
	- for each space with a sewer connection	\$ 1.00	
(l)	Laundry, Laundromat or Dry Cleaners -- per washer	\$ 75.00	
(m)	Sani Dump (per connection)	\$ 410.00	
(n)	Waste Discharge permit holder	\$ 1,000.00	Daily rate per Part 4

SCHEDULE 'C' continued

3. A group of plumbing fixtures is equivalent to three fixtures.
4. For Waste Discharge permit holders, in addition to the annual fee shown under Part 2. Rates shown above, a daily rate per cubic meter shall apply. The daily rate shall be calculated as follows:

$$\text{Annual Single Family Residential Rate} = \frac{\text{rate per cubic meter per day}}{255 \text{ cu m}}$$

The daily rate shall be applied to the average daily flow calculated from the total annual flows measured for the permit holder divided by 365.



RDN REPORT	
CAQ APPROVAL	
EAP	
COW	✓ NOV. 13th
NOV 07 2007	
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: November 7, 2007

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Bylaws to Amend the Boundaries and the Cost Apportionment Formula Within the Duke Point Sewer Service Area and to Amend the Boundaries of the Cedar Sewer Service Area

PURPOSE:

To introduce for three readings "Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.02, 2007" and "Cedar Sewer Service Area Amendment Bylaw No. 1445.02, 2007".

BACKGROUND:

The Duke Point Sewer Service will provide wastewater treatment for properties within the Duke Point Industrial Park in the City of Nanaimo as well as properties within the urban containment boundary in Electoral Area 'A'. Currently there is no apportionment of costs as properties within the City of Nanaimo are the only ones connected to the plant. Earlier this year bylaws were introduced which amended the boundaries of the Duke Point Sewer Service to include properties in Electoral Area 'A' (Cedar Sewer) which are expected to be connected to the plant within the year. Bylaw 1004.02 will amend the apportionment formula to recognize that two areas are receiving service.

Bylaw 1004.02 will apply a sewage flow approach for cost apportionment – this means that flows will be measured or estimated for each service area and costs will be apportioned based on the results. This methodology is also used in both the Southern (Greater Nanaimo Treatment Plant) and Northern (French Creek Treatment Plant) Sewer Service areas.

Additionally Bylaws 1004.02 and 1445.02 will add the Cedar High School property to both the Duke Point and Cedar Sewer service areas. The Cedar High School which became the first property in Electoral Area 'A' to connect to the treatment plant is identified in its own separate service bylaw. This is no longer necessary and Bylaw 1136 will be repealed.

Staff have consulted the City of Nanaimo on these proposed changes and they concur.

On a housekeeping, matter two bylaws (1004.03 and 1445.01) were introduced in April amending the boundaries of these services areas. Staff have subsequently found that those bylaws contained an error in the list of properties to be added to the service areas. Staff recommend that those bylaws be rescinded at third reading and be replaced in their entirety with the two bylaws attached to this report. In that way all of the necessary amendments to both the boundaries and the cost apportionment formula are dealt with in a single bylaw.

ALTERNATIVES:

1. Approve Bylaws 1004.02 and 1445.02 as presented.
2. Recommend further changes to the bylaws and give three readings to the amended bylaws.

FINANCIAL IMPLICATIONS:

Alternative 1

The formula amendment in Bylaw 1004.02 will ensure that all connected service areas pay an equitable share of the operating costs of the Duke Point Treatment Plant. The Duke Point Sewer Service will receive the benefit of new revenues from the Cedar Sewer Service Area. Those revenues may be used to establish a reserve for future system improvements and/or expansion. Staff project that the Cedar Sewer Service could eventually represent 20% of the total flows to the treatment plant.

Bylaw 1004.02 requires Provincial approval because it includes an amendment to the apportionment formula. Bylaw 1445.02 can be adopted directly by the Board at its next regular business meeting because it is a minor boundary amendment – these types of bylaws no longer require Provincial approval.

Alternative 2

Staff have consulted extensively with the City of Nanaimo and they have agreed to the bylaw amendments. Staff have no further recommendations for amendments at this time.

SUMMARY/CONCLUSIONS:

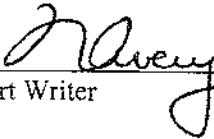
The Duke Point Sewer Service Area was recently expanded to include certain properties within Electoral Area 'A'. Bylaw 1004.02 requires an amendment to apportion the costs of wastewater treatment to both the existing and new properties. Staff recommend that costs be apportioned based on actual or estimated sewage flows from each area in the same manner as applied to the Southern (Greater Nanaimo Treatment Plant) and Northern (French Creek Treatment Plant) Sewer Service areas.

Bylaws 1004.02 and 1445.02 will also amend the boundaries of the Duke Point and Cedar Sewer service areas to include the Cedar High School property. Currently this property, which has been connected for some time to the Duke Point Treatment Plant is identified in its own service bylaw – this is no longer necessary.


RECOMMENDATIONS:

1. That "Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.03, 2007" be rescinded at third reading.
2. That "Cedar Sewer Service Area Amendment Bylaw No. 1445.03, 2007" be rescinded at third reading.

3. That “Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.02, 2007” be introduced for three readings and be forwarded the Ministry of Community Services for approval.
4. That “Cedar Sewer Service Area Amendment Bylaw No. 1445.02, 2007” be introduced for three readings and be held for adoption with the remaining Cedar Sewer Service Area bylaws.



Report Writer



C.A.O. Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1004.02

A BYLAW TO AMEND THE APPORTIONMENT FORMULA AND THE BOUNDARIES IN THE DUKE POINT SEWER LOCAL SERVICE AREA

WHEREAS the boundaries of the Duke Point Sewer Service were amended by Bylaw 1004.01 to include properties within a portion of Electoral Area 'A';

AND WHEREAS the Board wishes to amend the formula for apportioning costs and to make further boundary amendments;

AND WHEREAS the Board of the Regional District of Nanaimo has obtained the consent of two thirds of the participants pursuant to Section 802(1)(b) of the *Local Government Act*;

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

1. "Regional District of Nanaimo Duke Point Sewer Local Service Area Bylaw No. 1004, 1996" is amended as follows:

Section 5 of Bylaw 1004 is deleted and the following is substituted therefore:

"5. Apportionment

- (a) In this section:

"Annual Costs" means the costs of the service established under this bylaw to be requisitioned in any year less Annual Debt Costs.

"Annual Debt Cost" means the principal and interest payable in each calendar year for the amortization of debenture and other debt for each participating area as shown on Schedule 'C' attached to this bylaw.

"Connected Properties" means a property within Electoral Area 'A' having a sewer connection as at December 31st of the previous year as shown on Schedule 'D'.

"Equivalent Population Units" means:

- (i) for the Participating Area in the City of Nanaimo the number of 2,426
- (ii) for the Participating Area in Electoral Area 'A' the population equivalents for Connected Properties as outlined on Schedule 'D' attached to this bylaw.

“Participating Area” means:

- (i) in respect of the City of Nanaimo, the area shown outlined on Schedule ‘E’; and
 - (ii) in respect of Electoral Area ‘A’, the area shown outlined on Schedule ‘F’.
- (b) Annual Costs shall be apportioned on the basis of the proportion of sewage flow measured in the prior year for each of the Participating Areas in relation to the total amount of sewage received at the Duke Point Pollution Control Center; and
 - (c) Where costs are apportioned in accordance with 5(b) above, the flows shall be based on a three year moving average.
 - (d) Notwithstanding (b) and (c) above, where sewage flows as measured from Participating Areas in Electoral Area ‘A’ are equal to or less than 10% of the total amount of sewage received at the Duke Point Treatment Plant, the Annual Costs shall be apportioned on the basis of the percentage of Equivalent Population Units within each Participating Area as follows:

For an Electoral Area Participant:

$$\frac{\text{Equivalent Population Units for Connected Properties}}{2,426} = \text{x\%} \times \text{Annual Costs} = \$\text{xx}$$

For a Municipal Participant:

Municipality	Annual Costs
Less: Electoral Area Participant allocation	<u>(\$xx)</u>
Net Municipal Participant	\$xx

2. The boundaries of the Duke Point Sewer Local Service Area are revised to include the properties listed on Schedule ‘B’ to his bylaw.
3. The amended boundary of the Duke Point Sewer Local Service Area shall be as shown outlined on Schedule ‘A’ attached hereto and forming a part of this bylaw.
4. Schedule ‘A’ to Bylaw 1004.01 is hereby repealed
5. This bylaw may be cited as “Duke Point Sewer Local Service Area Amendment Bylaw No. 1004.02, 2007”.

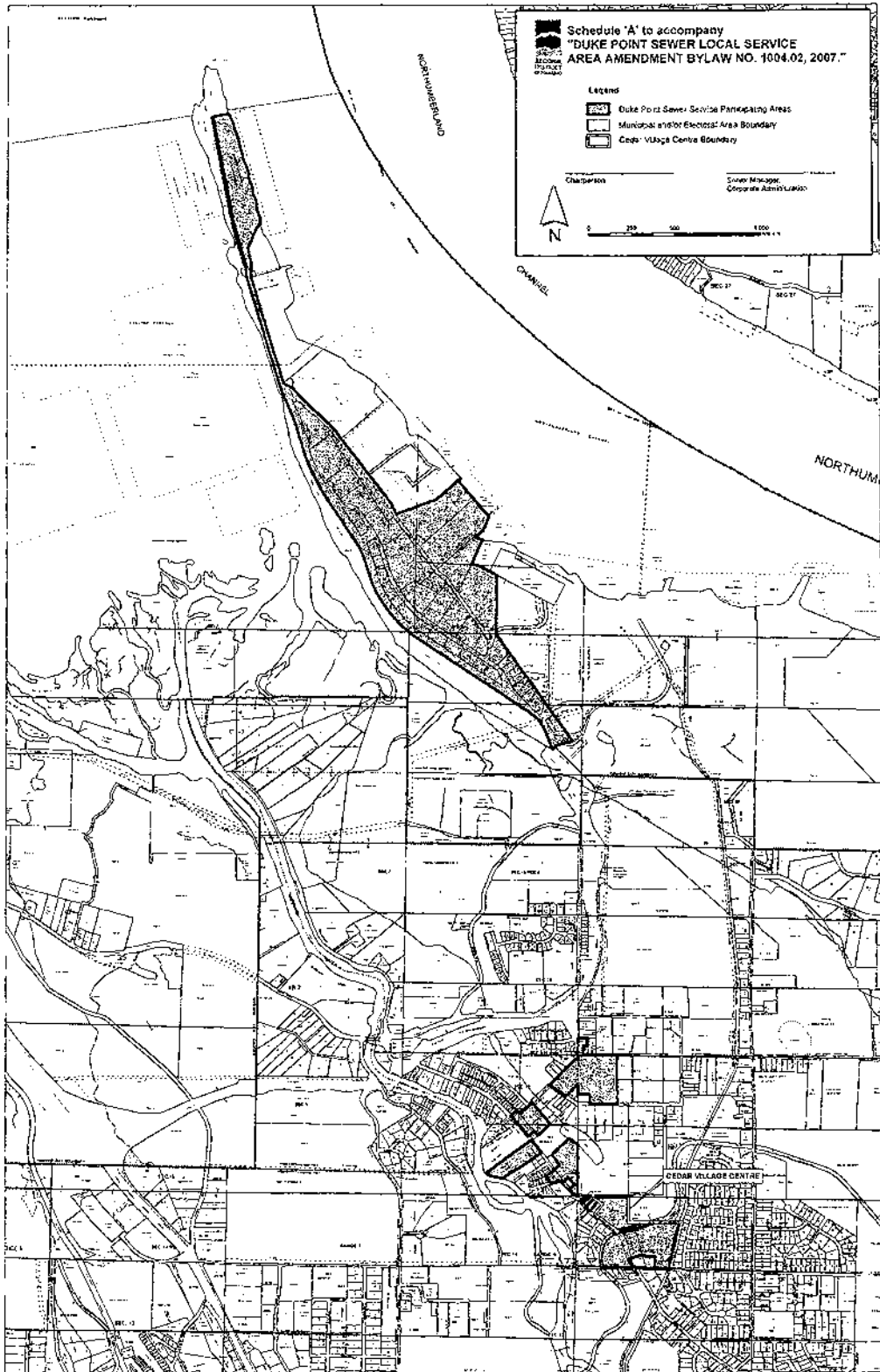
Introduced and read three times this 27th day of November, 2007.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2007.

Adopted this ____ day of _____, 2007.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



Chairperson

Sr.Mgr., Corporate Administration

Properties added to the Duke Point Sewer Local Service Area:

Commercial Properties (reference Cedar Sewer Commercial Properties Capital Financing Service Establishing Bylaw No. 1513, 2007)

768 3121.080	Lot A, Range 8, Plan VIP 71569
768 3089.002	Lot 1, Section 14, Range 1, Plan VIP 76260
768 3090.425	Lot A, Section 14, Range 1, Plan VIP 67433
768 4645.000	Lots 4 & 5, Blk 1, Plan 2045
768 3134.000	Lot 3, Section 17, Range 1, Plan 11369
768 3136.100	Lot A, Section 17, Range 1, Plan 46766
768 4646.000	Lot 6, Blk 1, Section 15, Range 8, Plan 2045

Large Residential Properties (reference Cedar Sewer Large Residential Properties Capital Financing Service Establishing Bylaw No. 1517, 2007)

768 4655.000	Lot 1, Plan 2995, Section 15, Range 8
768 3128.030	Lot A, Plan 30449

Sportsfield (reference Cedar Sewer Sportsfield Capital Financing Service Establishment Bylaw No. 1519, 2007)

768 3089.020	Lot A, Plan 37404
--------------	-------------------

Small Residential Properties (reference Cedar Sewer Small Residential Properties Capital Financing Service Establishment Bylaw No. 1521, 2007)

768 3128.050	Lot B, Pl 30449
768 3128.300	Lot 3, Pl 19416
768 3091.100	Lot 1, Pl 7636 Excl Pcl A (DD14382N)
768 3090.500	Lot 1, Pl 19367
768 3180.000	Lot 5, Pl 2049, Sec 16, Range 8
768 3131.010	Lot 1, Pl 69370
768 3121.000	Lot 1, Blk 3, Pl 2041
768 3121.085	Lot 3, Pl 23666
768 3135.000	Lot 4, Pl 11369

High School

Folio 768 3130.600	Lot A, Section 16, Range 8, Plan 48768, Land District 18
--------------------	--

Schedule 'C' to accompany "Duke Point Sewer Local
Service Area Amendment Bylaw No. 1004.02, 2007"

Chairperson

Sr. Mgr., Corporate Administration

There are no annual debt costs for allocation.

Schedule 'D' to accompany "Duke Point Sewer Local
Service Area Amendment Bylaw No. 1004.02, 2007"

Chairperson

Sr. Mgr., Corporate Administration

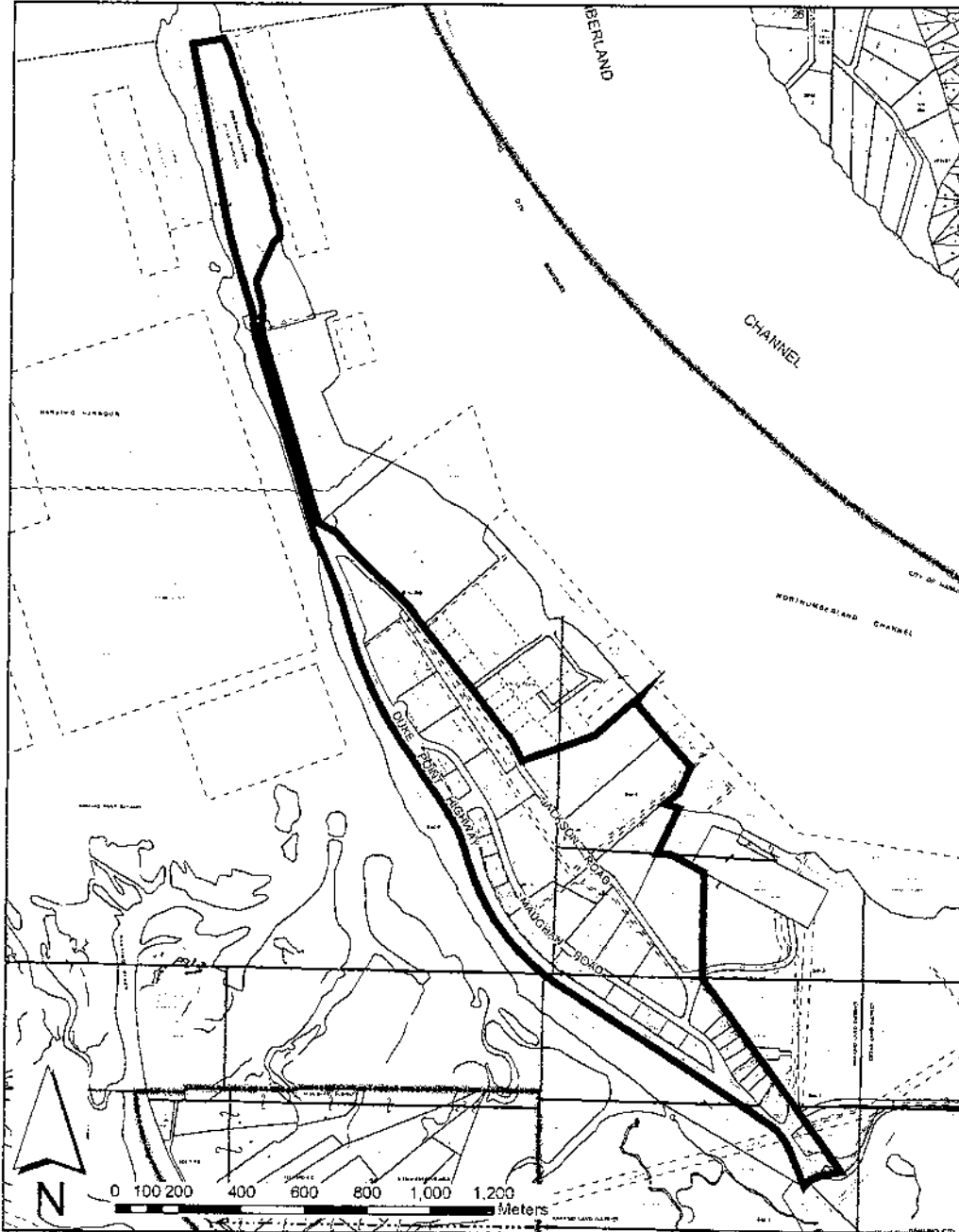
Connected Properties within Electoral Area 'A'

Legal Description	Service Area	Equivalent Population Units
Lot A, Plan 48768 (Cedar High School)	Cedar Sewer Service Area	63

Chairperson

Sr. Mgr., Corporate Administration

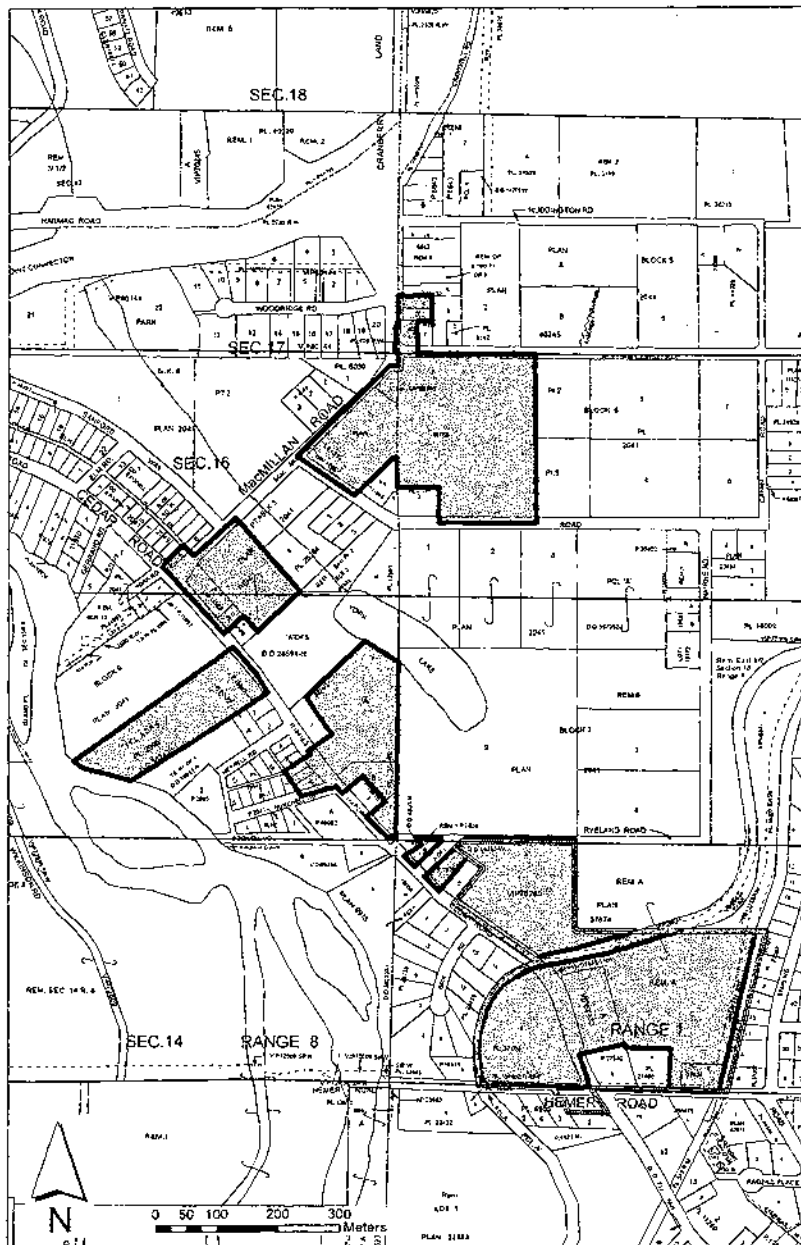
Municipal Participating Area



Chairperson

Sr. Mgr., Corporate Administration

Electoral Area Participating Area



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1445.02

**A BYLAW TO AMEND THE BOUNDARIES
OF THE CEDAR SEWER SERVICE AREA**

WHEREAS Regional District of Nanaimo Bylaw No. 1445 established the Cedar Sewer Service Area;

AND WHEREAS the Board considers it reasonable to repeal "Electoral Area A (MacMillan Rd. School Site) Sewer Local Service Area Establishment Bylaw No. 1136, 1998" and to include those properties within the boundaries of the Cedar Sewer Service Area;

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

"Cedar Sewer Service Area Establishment Bylaw No. 1445, 2005" is hereby amended as follows:

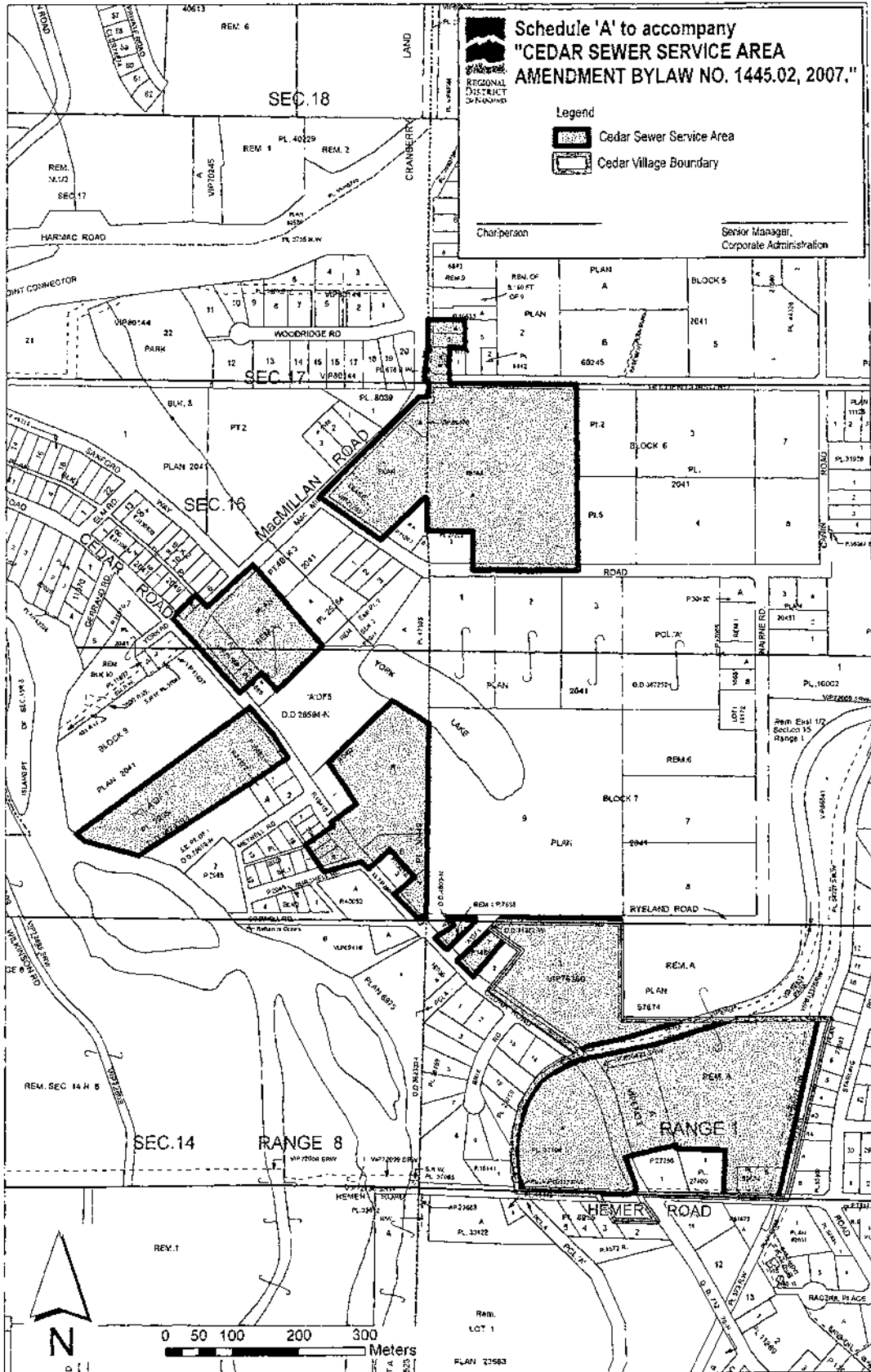
1. The boundaries of the Cedar Sewer Service Area are revised to include the properties listed on Schedule 'B' to his bylaw.
2. Schedule 'C' attached hereto outlines the properties included by this boundary amendment.
3. Schedule 'A' of Bylaw No. 1445 is hereby repealed and replaced by a revised Schedule 'A' attached to this bylaw.
4. "Electoral Area A (MacMillan Rd. School Site) Sewer Local Service Area Establishment Bylaw No. 1136, 1998" is hereby repealed.
5. This bylaw may be cited as "Cedar Sewer Service Area Amendment Bylaw No. 1445.02, 2007".

Introduced and read three times this 7 day of November, 2007.

Adopted this ____ day of _____, 2007.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



Chairperson

Sr.Mgr., Corporate Administration

Properties included in this boundary amendment:

**Commercial Properties (reference Cedar Sewer Commercial Properties Capital Financing Service
Establishing Bylaw No. 1513, 2007)**

768 3121.080	Lot A, Range 8, Plan VIP 71569
768 3089.002	Lot 1, Section 14, Range 1, Plan VIP 76260
768 3090.425	Lot A, Section 14, Range 1, Plan VIP 67433
768 4645.000	Lots 4 & 5, Blk 1, Plan 2045
768 3134.000	Lot 3, Section 17, Range 1, Plan 11369
768 3136.100	Lot A, Section 17, Range 1, Plan 46766
768 4646.000	Lot 6, Blk 1, Section 15, Range 8, Plan 2045

**Large Residential Properties (reference Cedar Sewer Large Residential Properties Capital Financing Service
Establishing Bylaw No. 1517, 2007)**

768 4655.000	Lot 1, Plan 2995, Section 15, Range 8
768 3128.030	Lot A, Plan 30449

**Sportsfield (reference Cedar Sewer Sportsfield Capital Financing Service Establishment Bylaw No. 1519,
2007)**

768 3089.020	Lot A, Plan 37404
--------------	-------------------

**Small Residential Properties (reference Cedar Sewer Small Residential Properties Capital Financing Service
Establishment Bylaw No. 1521, 2007)**

768 3128.050	Lot B, Pl 30449
768 3128.300	Lot 3, Pl 19416
768 3091.100	Lot 1, Pl 7636 Excl Pcl A (DD14382N)
768 3090.500	Lot 1, Pl 19367
768 3180.000	Lot 5, Pl 2049, Sec 16, Range 8
768 3131.010	Lot 1, Pl 69370
768 3121.000	Lot 1, Blk 3, Pl 2041
768 3121.085	Lot 3, Pl 23666
768 3135.000	Lot 4, Pl 11369

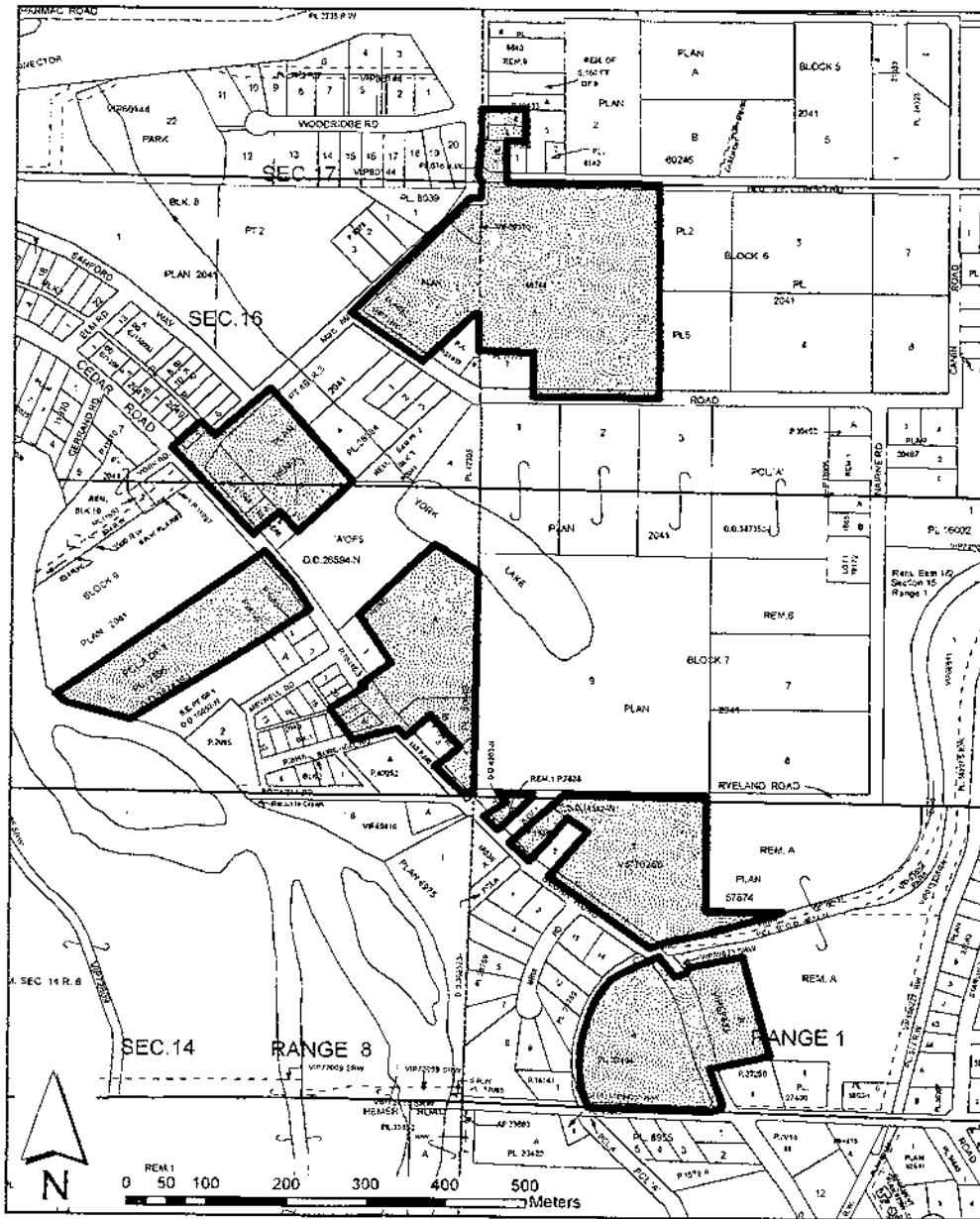
High School

Folio 768 3130.600	Lot A, Section 16, Range 8, Plan 48768, Land District 18
--------------------	--

Schedule 'C' to accompany "Cedar Sewer Service
Amendment Bylaw No. 1445.02, 2007"

Chairperson

Sr. Mgr., Corporate Administration





RDN REPORT	
CAO APPROVAL <i>ON</i>	
EAP	
COW	<input checked="" type="checkbox"/> NW. 13th
NOV 06 2007	
RHD	
BOARD	

MEMORANDUM

TO: N. Avery
General Manager, Finance & Information Services

DATE: October 31, 2007

FROM: W. Idema
Manager of Accounting Services

FILE:

SUBJECT: Operating Results to September 30, 2007

PURPOSE

To present a summary of the operating results for the period ending September 30, 2007.

BACKGROUND

The quarterly operating statements for the period January 1st to September 30th, 2007 for the Regional District are attached as appendices to this report. The schedules attached include:

- Appendix 1 Overall Summary by Division
- Appendix 2 Summary of Total Revenues/Total Expenditures by Department
- Appendices 3-7 Departmental Details by Division

The statements include actual cash transactions to September 30th, with the exceptions of property taxes and debt payments, which are accrued each month and prior year surpluses (deficits), which are recorded in full at the beginning of the year. Assuming an even distribution of revenues and expenses throughout the year, the current benchmark would be approximately 75% of the budgeted amounts for the year. Actual results for a number of line items often do not match this distribution profile and these are summarized below.

Overall Summary by Division (Appendix 1)

This summary provides an overview of the year to date results, at an organizational level. Property tax revenues are actually received in August but accrued monthly and are therefore at the expected 75% benchmark. 'Grants/Operating/Other' revenues are at 67% overall. The greatest portion of external revenues are generated within the Environmental Services division, in particular the Solid Waste service. Included in revenues from this division for the year to date are landfill/transfer station tipping fees (\$6,354,770), annual user fee billings for sewer (\$358,600), garbage/recycling collection services (\$2,140,900) and the spring and fall billings for water services (\$749,200). Approximately \$4.8 million in budgeted revenue are transfers of Development Cost Charges (DCC's) to the Liquid Wastewater service area. DCC revenues are recorded once expenditures for these projects are incurred. Most of the proposed DCC projects have commenced; however, given the size of the projects the overall costs will carry over to the year end.

Total Expenditures for the Regional District are at 63% of budget. Total Expenditures are generally below the benchmark at this time of the year because reserve fund transfers and capital expenditures occur in the latter half of the year. The largest line items contributing to this 'lower than benchmark' result are Capital Expenditures (29%) and Professional Fees (35%). Wage & Benefit costs for the Regional District are at 71% of budget prior to pay adjustments following the recent CUPE contract settlement. Individual line item expenditure variances will be discussed below under the *Departmental Details by Division* section of this report.

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

This schedule lists the total year to date revenues and expenditures for functions within each organizational division. This listing illustrates at a glance the third quarter status of an individual service.

Departmental Details by Division

Appendices 3 to 7 provide operating summaries for each service grouped by organizational division.

Corporate Services (Appendix 3)

Total Grants/Operating/Other Revenues in Corporate Services are below the benchmark at 64%.

Grants/Operating/Other Revenues for General Administration are at 84% as a result of better than budgeted investment income. Fire Department Grants/Operating/Other Revenues stands at 12% as a result of some delay in grant receipts.

Overall expenditures for this division are at 66% of budget. The 'Trsf To Other Govt/Agencies' category (87%) consists of transfers of funds to the Vancouver Island Regional Library, E911 services and volunteer fire protection agencies. Wages and Benefits are at 67% of budget, and Professional Services are at 33%. Other Operating Costs is at 17% of budget as 'clothing & gas allowances' and other expenses for fire departments are paid in December.

Development Services (Appendix 4)

Grants/Operating/Other Revenues (76%) are at the benchmark for the division mainly due to Building Inspection revenues (79%) and additional Emergency Planning grant revenues (199%).

Building permit fee revenues of \$682,300 are in line with budget (78%); however, are down 10% from the same period in 2006 (\$761,700). Emergency Planning operating revenues are 199% of budget due to an unbudgeted UBCM grant of \$38,772 for the West Nile Virus Program.

Overall expenditures for this division are at 64% of budget. Professional Fees (56%), which represent a significant portion of the overall division budget, are below the benchmark due to not expending budgeted amounts for legal services. Wages and Benefits for the Division are in line at 67% of budget.

Environmental Services (Appendix 5)

Grants/Operating/Other Revenues for the Environmental Services Division stand at 63% overall, slightly below the budget benchmark.

Solid Waste Management revenues at 74% are at the benchmark. The annual billing for Sewerage Collection (99%) and Garbage Collection/Recycling services (99%), as well as the spring and fall billings for Water Supply services (75%) are included in the financial results. Liquid Waste Management Grants/Operating/Other Revenues (33%) remain lower than the benchmark because, as noted previously, development cost charge reserves have not yet been recorded as a source of funds for planned capital projects at both the French Creek and Nanaimo wastewater treatment plants. A similar result occurs at the Capital expenditure line item.

Overall expenditures (56%) for the Environmental Services division remain within expectations for this time of the year. Wages and Benefits for the Division are at 68% of budget, similar to the results in other divisions at this date.

Recreation and Parks Services (Appendix 6)

Grants/Operating/Other Revenues for this division are at a healthy 86% of budget due to operating results from D69 Recreation Program Coordinating services (103%), Regional Parks (107%) (includes funds from Nanaimo Area Land Trust for their share of the purchase of Mt. Benson Regional Park), Oceanside Place (67%) and the Ravensong Aquatic Center (83%). Total expenditures for this division are 72% of budget.

Expenditures for Oceanside Place (69%), Ravensong Aquatic Center (74%), Regional Parks (73%) and Recreation Program Coordinating services (71%) are close to the benchmark while those for Community Parks (57%) are below the benchmark. A number of projects planned for Electoral Area community parks have been delayed because of some staff turnover. Expenditures in the Southern Community Recreation and Culture services (98%) are above benchmark because the annual transfers to the City of Nanaimo (Southern Community Recreation) and the Port Theatre have been fully expended.

Transportation Services (Appendix 7)

Operating revenues are at the year to date benchmark. Overall division expenditures are at 70% of budget, with Vehicle Operating costs at 64% and Wages and Benefits at 75%. Projected fuel costs while volatile for the year have proven to be lower than anticipated. 2007 capital expenditures include building renovations, vehicles and operating equipment most of which has now been deferred to 2008 pending applications for gas tax funding and BC Transit cost sharing.

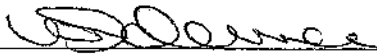
SUMMARY

The attached appendices reflect the operating activities of the Regional District recorded up to September 30, 2007. Appendix I summarizes the overall results across the organization. To date 75% of budgeted revenues and 63% of budgeted expenditures have been recorded. Grants/Operating/Other Revenues (67%) are close to the benchmark, with varying results in all five divisions for the reasons outlined above.

Total expenditures (63%) are lower overall due to the timing of capital projects (29%) and associated professional fees (35%). Overall Wages and Benefits are at 71% of budget for the year.

RECOMMENDATION

That the summary report of financial results from operations to September 30, 2007 be received for information.



Report Writer



General Manager



C.A.O. Concurrence

COMMENTS:



GENERAL REVENUE FUND
SEPTEMBER 30, 2007

	CORPORATE SERVICES			DEVELOPMENT SERVICES			ENVIRONMENTAL SERVICES			RECREATION & PARKS SERVICES			TRANSPORTATION SERVICES			TOTAL REVENUE FUND		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES																		
TAX REQUISITION	\$ 3,337,227	\$ 4,449,641	75%	\$ 1,280,277	\$ 1,707,020	75%	\$ 7,953,084	\$ 10,604,107	75%	\$ 4,550,643	\$ 6,067,519	75%	\$ 3,041,667	\$ 4,055,560	75%	\$ 20,162,898	\$ 26,883,847	75%
GRANTS/OPERATING/OTHER	4,554,632	7,110,300	64%	955,855	1,250,590	76%	11,863,721	18,938,493	63%	\$ 1,490,698	\$ 1,733,775	86%	\$ 5,795,370	\$ 7,686,715	75%	24,660,276	36,719,873	67%
RETAINED EARNINGS	888,010	887,902	100%	1,843,867	1,843,945	100%	6,627,230	6,623,599	100%	\$ 1,626,901	\$ 1,626,980	100%	\$ 924,019	\$ 924,020	100%	11,910,027	11,906,446	100%
TOTAL REVENUES	8,779,869	12,447,843	71%	4,079,999	4,801,555	85%	26,444,035	36,166,199	73%	7,668,242	9,428,274	81%	9,761,056	12,666,295	77%	56,733,201	75,510,166	75%
EXPENSES																		
OFFICE OPERATING	\$ 646,556	\$ 866,386	75%	\$ 479,444	\$ 747,185	64%	\$ 1,078,374	\$ 1,515,175	71%	\$ 346,154	\$ 474,507	73%	\$ 1,367,070	\$ 1,878,955	73%	\$ 3,917,598	\$ 5,482,208	71%
COMMUNITY GRANTS	8,186	27,605	30%	0	0	0	0	0	0	57,195	85,365	67%	0	0	0	65,381	112,970	58%
LEGISLATIVE	172,214	259,515	66%	0	0	0	0	0	0	0	0	0	0	0	172,214	259,515	66%	
PROFESSIONAL FEES	113,310	338,770	33%	206,219	365,765	56%	388,109	1,266,130	31%	61,737	203,050	30%	\$ 15,634	\$ 86,500	18%	785,009	2,260,215	35%
BUILDING OPS & MAINT	119,741	239,480	50%	32,239	60,400	53%	162,979	321,292	51%	361,051	522,246	68%	\$ 102,471	\$ 180,150	57%	776,481	1,323,568	59%
VEHICLE OPS & MAINT	48,806	60,970	80%	26,268	33,935	77%	764,811	1,223,474	63%	47,847	110,574	43%	\$ 1,853,286	\$ 2,900,335	64%	2,741,018	4,329,288	63%
OTHER EQUIPMENT OPS & MAINT	72,329	104,721	69%	6,018	9,980	60%	0	0	0	44,340	74,225	60%	\$ 1,644	\$ 3,000	55%	124,331	191,926	65%
OTHER OPERATING	28,474	165,120	17%	116,173	223,085	52%	4,637,461	8,202,698	57%	196,030	571,554	34%	\$ 164,168	\$ 298,270	55%	5,142,326	9,460,727	54%
WAGES & BENEFITS	1,359,378	2,016,688	67%	1,325,675	1,975,060	67%	3,411,815	4,991,546	68%	1,975,563	2,887,615	68%	\$ 5,010,611	\$ 6,656,952	75%	13,083,242	18,527,861	71%
RECREATION PROGRAMS	0	0	0	0	0	0	0	0	0	60,099	106,820	57%	\$ 0	\$ 0	0	60,099	105,820	57%
CAPITAL EXPENDITURES	169,253	440,090	38%	35,216	68,345	52%	2,554,333	9,614,281	27%	384,478	604,605	64%	\$ 7,210	\$ 110,065	7%	3,150,490	10,837,386	29%
DEBT FINANCING-INTEREST	1,230,698	2,238,965	55%	0	0	0	1,042,388	1,359,380	77%	466,736	628,440	74%	\$ 0	\$ 0	0	2,739,822	4,226,785	65%
DEBT FINANCING-PRINCIPAL	594,407	1,475,545	40%	0	0	0	683,199	913,440	75%	581,445	685,750	85%	\$ 0	\$ 0	0	1,859,051	3,074,735	60%
DEBT FINANCING-EXCHANGE	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0	0	0	0	0	
CONTINGENCY	0	0	0	0	0	0	0	0	0	0	102,050	\$ 0	\$ 0	0	0	102,050	0	
TRANSFER TO RESERVE FUND	806,790	756,790	107%	25,405	13,405	190%	4,082,150	4,083,310	100%	682,287	682,287	100%	\$ 10,460	\$ 10,460	100%	5,607,092	5,546,252	101%
TRANSFER FROM RESERVE FUND	0	0	0	0	0	0	0	0	0	0	0	\$ 0	\$ 0	0	0	0	0	
TFR TO OTHER GOVT/AGENCIES	2,616,280	3,021,247	87%	0	3,000	0	0	0	0	1,173,181	1,167,595	100%	\$ 0	\$ 0	0	3,789,461	4,191,842	90%
TOTAL EXPENDITURES	7,986,422	12,011,892	66%	2,252,857	3,500,160	64%	18,805,639	33,490,726	56%	6,438,143	8,905,683	72%	\$ 8,532,554	12,124,687	70%	44,015,615	70,033,148	63%
OPERATING SURPLUS (DEFICIT)	\$ 793,447	\$ 435,951		\$ 1,827,142	\$ 1,301,395		\$ 7,638,396	\$ 2,675,473		\$ 1,230,099	\$ 522,591		\$ 1,228,502	\$ 541,608		\$ 12,717,586	\$ 5,477,018	

75

REGIONAL DISTRICT OF NANAIMO
SUMMARY OF OPERATING RESULTS
SEPTEMBER 30, 2007

APPENDIX 2

	Revenues			Expenditures			Surplus	
	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET
CORPORATE SERVICES								
General Administration	3,950,449	4,626,017	85%	3,026,120	4,351,782	70%	924,329	274,235
Electoral Areas Only	228,140	269,665	85%	116,077	182,975	63%	112,063	86,690
D68 E911	64,887	83,875	77%	42,751	73,745	58%	22,136	10,130
D69 E911	350,581	467,440	75%	459,763	466,755	99%	-109,182	685
Comm Policing & Restorative Justice	31,256	60,001	52%	35,000	60,000	58%	-3,744	1
Fire Protection								
Volunteer Departments								
Coombs-Hilliers	169,211	222,285	76%	215,585	222,285	97%	-46,374	0
Dashwood	135,201	252,250	54%	161,077	252,250	64%	-25,876	0
Meadowood	0	14,000		12,184	14,000	87%	-12,184	0
Errington	163,320	252,415	65%	234,654	252,415	93%	-71,334	0
Extension	86,628	112,060	77%	59,180	112,060	53%	27,448	0
Nanaimo River	15,684	17,935	87%	2,271	1,570	145%	13,413	16,365
Nanoose Bay	230,090	302,445	76%	165,200	298,285	55%	64,890	4,160
Service Contracts								
Wellington Fire (Area D)	36,559	47,480	77%	40,896	43,300	94%	-4,337	4,180
Yellowpoint Fire (Area A)	95,375	127,160	75%	127,114	127,160	100%	-31,739	0
Parksville Local (Area G)	54,200	72,950	74%	72,090	72,125	100%	-17,890	825
Bow Horn Bay Fire (Area H)	123,817	167,090	74%	167,807	167,090	100%	-43,990	0
French Creek Fire (Area G)	245,849	309,145	80%	249,430	270,465	92%	-3,581	38,680
Regional Library	997,371	1,329,830	75%	997,373	1,329,830	75%	-2	0
Municipal Debt Transfers	1,801,251	3,679,400	49%	1,801,252	3,679,400	49%	-1	0
Feasibility Studies								
Area E(Sewer)	0	14,400		598	14,400	4%	-598	0
Electoral Areas	0	20,000		0	20,000		0	0
	8,779,869	12,447,843	71%	7,986,422	12,011,892	66%	793,447	435,951
DEVELOPMENT SERVICES								
Building Inspection	1,902,739	2,111,255	90%	875,763	1,227,875	71%	1,026,976	883,380
Bylaw Enforcement								
Animal Control A,B,C,D	80,736	94,760	85%	36,355	61,185	59%	44,381	33,575
Animal Control E,G,H	76,276	93,745	81%	47,903	79,845	60%	28,373	13,900
Animal Control F	19,680	22,780	86%	8,714	14,200	61%	10,966	8,580
Noise Control A	13,157	14,590	90%	3,287	4,525	73%	9,870	10,065
Noise Control B	7,446	8,460	88%	2,751	4,195	66%	4,695	4,265
Noise Control C	11,764	13,955	84%	5,459	7,840	70%	6,305	6,115
Noise Control E	9,412	10,265	92%	3,224	4,530	71%	6,188	5,735
Noise Control G	7,404	8,315	89%	3,190	4,495	71%	4,214	3,820
Unightly Premises	19,644	23,930	82%	3,841	8,770	44%	15,803	15,160
Hazardous Properties	4,567	8,005	57%	2,627	6,415	41%	1,940	1,590
General Enforcement	111,548	167,395	67%	111,549	167,395	67%	-1	0
Development Planning	1,193,776	1,516,160	79%	709,007	1,138,438	62%	484,769	377,722
Planning-Engineering Services	0	0		0	0		0	0
Long Range Planning	0	5,000		101,058	185,360	55%	-101,058	-180,360
Regional Growth Management	390,912	471,425	83%	168,089	385,726	44%	222,823	85,699
Emergency Planning	214,810	210,015	102%	153,912	177,866	87%	60,898	32,149
House Numbering	16,128	21,500	75%	16,128	21,500	75%	0	0
	4,079,999	4,801,555	85%	2,252,857	3,500,160	64%	1,827,142	1,301,395
ENVIRONMENTAL SERVICES								
Engineering Services	100,326	243,930	41%	100,326	243,929	41%	0	1
Southern Community Wastewater	5,216,720	8,775,575	59%	3,572,581	8,093,494	44%	1,644,139	682,081
Northern Community Wastewater	4,874,558	7,642,215	64%	4,114,209	7,197,205	57%	760,349	445,010
Duke Point Wastewater	165,045	190,055	87%	95,429	145,987	65%	69,616	44,068
Solid Waste Disposal Facilities	9,298,362	11,676,465	80%	7,231,806	11,524,421	63%	2,066,556	152,044
Solid Waste Collection & Recycling	2,484,282	2,495,649	100%	1,411,071	2,210,613	64%	1,073,211	285,036
Water Utilities								
Madrona	7,945	7,945	100%	4,236	7,945	53%	3,709	0
Fairwinds	0	0		14	0		-14	0

APPENDIX 2

REGIONAL DISTRICT OF NANAIMO
SUMMARY OF OPERATING RESULTS
SEPTEMBER 30, 2007

	Revenues			Expenditures			Surplus	
	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET	Variance	ACTUAL	BUDGET
Nanoose Bay	96,064	116,990	82%	80,613	116,990	69%	15,451	0
Driftwood	5,926	7,850	75%	5,886	7,850	75%	40	0
San Pareil	281,627	293,102	96%	97,264	236,627	41%	184,363	56,475
French Creek	221,033	238,555	93%	78,001	191,747	41%	143,032	46,808
Surfside	37,150	38,385	97%	15,475	26,624	58%	21,675	11,761
Decourcey	5,485	6,865	80%	4,866	6,212	78%	619	653
Morningstar Creek	2	0		0	0		2	0
Englishman River	193,776	205,715	94%	60,942	115,245	53%	132,834	90,470
Melrose Place Water	24,622	28,918	85%	12,558	26,816	47%	12,064	2,102
Nanoose Peninsula Water	1,221,457	1,405,505	87%	724,440	1,280,467	57%	497,017	125,038
Drinking Water Protection	37,997	38,000	100%	33,595	38,000	88%	4,402	0
Nanoose Bay Bulk Water	565,115	905,490	62%	292,151	639,939	46%	272,964	265,551
French Creek Bulk Water	219,153	262,400	84%	72,078	107,218	67%	147,075	155,182
Sewer Utilities								
Fairwinds/Nanoose Coll & Treat	496,762	583,776	85%	226,259	471,446	48%	272,503	112,330
French Creek	618,144	684,475	90%	420,757	625,065	67%	197,387	59,410
Pacific Shores	31,310	38,905	80%	20,887	31,873	66%	10,423	7,032
Surfside Sewer	27,355	30,539	90%	14,642	21,487	68%	12,713	9,052
MacMillan R. Sewer	2,675	3,297	81%	2,466	3,291	75%	209	6
Cedar Sewer	0	0		2,545	0		-2,545	0
Englishman River Stormwater	7,330	8,455	87%	839	3,980	21%	6,491	4,475
Barclay Crescent	128,011	148,480	86%	75,712	56,391	134%	52,299	92,089
Pump & Hauf	2,501	2,300	109%	156	2,300	7%	2,345	0
Streetlighting	71,302	86,363	83%	33,835	57,564	59%	37,467	28,799
	26,343,709	35,922,269	73%	18,705,313	33,246,797	56%	7,638,396	2,675,473
RECREATION & PARKS SERVICES								
District 69 Recreation	1,068,526	1,312,100	81%	876,784	1,228,343	71%	191,742	83,757
Oceanside Place	1,522,237	2,026,490	75%	1,305,146	1,902,729	69%	217,091	123,761
Ravensong Aquatic Center	1,471,400	1,871,255	79%	1,302,107	1,760,040	74%	169,293	111,215
Gabriola Island Recreation	63,142	80,705	78%	55,523	74,319	75%	7,619	6,386
Southern Community Recreation	582,358	775,520	75%	754,103	775,520	97%	-171,745	0
Hotel Room Tax	28,458	25,000	114%	28,458	25,000	114%	0	0
Port Theater	48,988	65,160	75%	65,160	65,160	100%	-16,172	0
Regional Parks	2,069,352	2,319,339	89%	1,626,603	2,242,706	73%	442,749	76,633
Community Parks								
A	167,248	186,375	90%	103,572	167,257	62%	63,676	19,118
B	130,926	160,990	81%	84,302	135,097	62%	46,624	25,893
C	17,524	20,890	84%	9,349	19,151	49%	8,175	1,739
D	49,797	56,970	87%	9,702	42,374	23%	40,095	14,596
E	79,463	89,815	88%	30,535	62,597	49%	48,928	27,218
F	86,774	99,400	87%	59,139	92,621	64%	27,635	6,779
G	75,384	87,170	86%	47,087	85,849	55%	28,297	1,321
H	102,109	127,790	80%	61,148	103,616	59%	40,961	24,174
Area A Recreation	104,556	123,305	85%	19,425	123,304	16%	85,131	1
	7,668,242	9,428,274	81%	6,438,143	8,905,683	72%	1,230,099	522,591
TRANSPORTATION SERVICES								
Gabriola Island Emergency Wharf	11,333	13,420	84%	7,582	13,420	56%	3,751	0
Southern Community Transportation	8,834,506	11,527,945	77%	7,840,047	11,159,477	70%	994,459	368,468
D69 Conventional Transit	915,217	1,124,930	81%	684,925	951,790	72%	230,292	173,140
D69 Custom Transit	0	0		0	0		0	0
	9,761,056	12,666,295	77%	8,532,554	12,124,687	70%	1,228,502	541,608
TOTAL - ALL SERVICES	56,632,875	75,266,236	75%	43,915,289	69,789,219	63%	12,717,586	5,477,018

REGIONAL DISTRICT OF NANAIMO
CORPORATE SERVICES
SEPTEMBER 30, 2007

	ADMINISTRATION			ELECTORAL AREAS			PUBLIC SAFETY			FIRE DEPTS			REGIONAL LIBRARY		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES															
TAX REQUISITION	\$467,622	\$623,495	75%	\$124,578	\$166,105	75%	\$493,803	\$658,401	75%	\$1,253,853	\$1,671,810	75%	\$997,371	\$1,329,830	75%
GRANTS/OPERATING/OTHER	2,736,544	3,256,330	84%	0	0		0	0		16,837	140,170	12%	0	0	
RETAINED EARNINGS	746,283	746,192	100%	103,562	103,560	100%	-47,079	-47,085	100%	85,244	85,235	100%	0	0	
TOTAL REVENUES	3,950,449	4,626,017	85%	228,140	269,665	85%	446,724	611,316	73%	1,355,934	1,897,215	71%	997,371	1,329,830	75%
EXPENSES															
OFFICE OPERATING	\$521,984	\$660,821	79%	\$49,860	\$88,215	57%	\$9,250	\$12,030	77%	\$65,462	\$105,320	62%	\$0	\$0	
COMMUNITY GRANTS	8,186	27,605	30%	0	0		0	0		0	0		0	0	
LEGISLATIVE	146,489	218,615	67%	25,725	40,900	63%	0	0		0	0		0	0	
PROFESSIONAL FEES	102,104	288,645	35%	1,728	5,725	30%	0	0		8,880	10,000	89%	0	0	
BUILDING OPS & MAINT	104,820	195,805	54%	0	800		83	315	26%	14,838	42,560	35%	0	0	
VEHICLE OPS & MAINT	4,825	4,825	100%	0	0		0	0		43,981	56,145	78%	0	0	
EQUIP OPS & MAINT	42,180	64,971	65%	1,565	2,800	56%	3,729	4,450	84%	24,855	32,500	76%	0	0	
OTHER OPERATING COSTS	16,424	47,120	35%	0	0		0	0		12,050	118,000	10%	0	0	
WAGES & BENEFITS	1,339,145	1,983,718	68%	17,199	22,735	76%	0	0		3,034	10,235	30%	0	0	
CAPITAL EXPENDITURES	113,271	282,965	40%	0	1,800		0	0		55,982	155,325	36%	0	0	
DEBT FINANCING-INTEREST	0	0		0	0		0	0		8,796	15,025	59%	0	0	
DEBT FINANCING-PRINCIPAL	0	0		0	0		0	0		15,057	20,085	75%	0	0	
DEBT FINANCING-EXCHANGE	0	0		0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	601,165	551,165	109%	20,000	20,000	100%	1,800	1,800	100%	183,825	183,825	100%	0	0	
TRSF TO OTHER GOVT/AGENCIES	25,527	25,527	100%	0	0		522,652	581,905	90%	1,070,728	1,083,985	99%	997,373	1,329,830	75%
TOTAL EXPENDITURES	\$3,026,120	\$4,351,782	70%	\$116,077	\$182,975	63%	\$537,514	\$600,500	90%	\$1,507,488	\$1,833,005	82%	\$997,373	\$1,329,830	75%
OPERATING SURPLUS (DEFICIT)	\$924,329	\$274,235		\$112,063	\$86,690		(\$90,790)	\$10,816		(\$151,554)	\$64,210		(\$2)	\$0	

78

**REGIONAL DISTRICT OF NANAIMO
CORPORATE SERVICES
SEPTEMBER 30, 2007**

	MUNICIPAL DEBT TRANSFERS			TOTAL CORPORATE SERVICES		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES						
TAX REQUISITION	\$0	\$0		\$3,337,227	\$4,449,541	75%
GRANTS/OPERATING/OTHER	1,801,251	3,679,400	49%	4,554,632	7,110,300	64%
RETAINED EARNINGS	0	0		888,010	887,902	100%
TOTAL REVENUES	1,801,251	3,679,400	49%	8,779,869	12,447,843	71%
EXPENSES						
OFFICE OPERATING	\$0	\$0		\$646,556	\$866,386	75%
COMMUNITY GRANTS	0	0		8,186	27,605	30%
LEGISLATIVE	0	0		172,214	259,515	66%
PROFESSIONAL FEES	0	0		113,310	338,770	33%
BUILDING OPS & MAINT	0	0		119,741	239,480	50%
VEHICLE OPS & MAINT	0	0		48,806	60,970	80%
EQUIP OPS & MAINT	0	0		72,329	104,721	69%
OTHER OPERATING COSTS	0	0		28,474	165,120	17%
WAGES & BENEFITS	0	0		1,359,378	2,016,688	67%
CAPITAL EXPENDITURES	0	0		169,253	440,090	38%
DEBT FINANCING-INTEREST	1,221,902	2,223,940	55%	1,230,698	2,238,965	55%
DEBT FINANCING-PRINCIPAL	579,350	1,455,460	40%	594,407	1,475,545	40%
DEBT FINANCING-EXCHANGE	0	0		0	0	
CONTINGENCY	0	0		0	0	
TRANSFER TO RESERVE FUND	0	0		806,790	756,790	107%
TRSF TO OTHER GOVT/AGENCIES	0	0		2,616,280	3,021,247	87%
TOTAL EXPENSES	\$1,801,252	\$3,679,400	49%	\$7,986,422	\$12,011,892	66%
OPERATING SURPLUS (DEFICIT)	(\$1)	\$0		\$793,447	\$435,951	

79

**REGIONAL DISTRICT OF NANAIMO
DEVELOPMENT SERVICES
SEPTEMBER 30, 2007**

	COMMUNITY PLANNING			LONG RANGE PLANNING			REGIONAL GROWTH MANAGEMENT SERVICES			EMERGENCY PLANNING		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES												
TAX REQUISITION	741,195	988,265	75%	0	0		244,476	325,965	75%	94,023	125,360	75%
GRANTS/OPERATING/OTHER	68,564	143,875	48%	0	5,000		973	0		72,629	36,500	199%
RETAINED EARNINGS	384,017	384,020	100%	0	0		145,463	145,460	100%	48,158	48,155	100%
TOTAL REVENUES	1,193,776	1,516,160	79%	0	5,000		390,912	471,425	83%	214,810	210,015	102%
EXPENSES												
OFFICE OPERATING	\$216,192	\$356,625	61%	\$9,705	\$25,465	38%	\$32,886	\$59,595	55%	\$28,579	\$31,795	90%
PROFESSIONAL FEES	23,605	79,000	30%	0	27,500		22,325	48,000	47%	48,235	40,000	121%
BUILDING OP & MAINTENANCE	16,291	23,400	70%	0	1,200		3,818	13,000	29%	239	100	239%
VEHICLE OP & MAINTENANCE	5,235	5,235	100%	0	0		350	350	100%	2,165	2,350	92%
OTHER OPERATING COSTS	36,318	66,790	54%	0	1,000		12,270	44,870	27%	197	1,850	11%
WAGES & BENEFITS	394,896	586,843	67%	91,353	127,695	72%	96,035	219,506	44%	72,997	97,271	75%
EQUIP OP & MAINTENANCE	4,374	7,600	58%	0	0		0	0		0	0	
COMMUNITY GRANTS	0	0		0	0		0	0		0	0	
PROGRAM COSTS	0	0		0	0		0	0		0	0	
CAPITAL EXPENDITURES	5,096	5,945	86%	0	2,500		0	0		0	0	
DEBT FINANCING - INTEREST	0	0		0	0		0	0		0	0	
DEBT FINANCING - PRINCIPAL	0	0		0	0		0	0		0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	7,000	7,000	100%	0	0		405	405	100%	1,500	1,500	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	3,000	
TOTAL EXPENDITURES	\$709,007	\$1,138,438	62%	\$101,058	\$185,360	55%	\$168,089	\$385,726	44%	\$153,912	\$177,866	87%
OPERATING SURPLUS (DEFICIT)	\$484,769	\$377,722		(\$101,058)	(\$180,360)		\$222,823	\$85,699		\$60,898	\$32,149	

REGIONAL DISTRICT OF NANAIMO
DEVELOPMENT SERVICES
SEPTEMBER 30, 2007

	HOUSE NUMBERING			BUILDING INSPECTION			BYLAW ENFORCEMENT			TOTAL DEVELOPMENT SERVICES		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES												
TAX REQUISITION	16,128	21,500	75%	56,808	75,740	75%	127,647	170,190	75%	1,280,277	1,707,020	75%
GRANTS/OPERATING/OTHER	0	0		692,294	881,880	79%	121,395	183,335	66%	955,855	1,250,590	76%
RETAINED EARNINGS	0	0		1,153,637	1,153,635	100%	112,592	112,675	100%	1,843,867	1,843,945	100%
TOTAL REVENUES	16,128	21,500	75%	1,902,739	2,111,255	90%	361,634	466,200	78%	4,079,999	4,801,555	85%
EXPENSES												
OFFICE OPERATING	\$16,128	\$21,500	75%	\$166,804	\$223,520	75%	\$9,150	\$28,685	32%	\$479,444	\$747,185	64%
PROFESSIONAL FEES	0	0		30,975	33,500	92%	81,079	137,765	59%	206,219	365,765	56%
BUILDING OP & MAINTENANCE	0	0		9,891	16,700	59%	2,000	6,000	33%	32,239	60,400	53%
VEHICLE OP & MAINTENANCE	0	0		13,538	16,000	85%	4,980	10,000	50%	26,268	33,935	77%
OTHER OPERATING COSTS	0	0		40,312	68,130	59%	27,076	40,445	67%	116,173	223,085	52%
WAGES & BENEFITS	0	0		581,479	818,745	71%	89,115	125,000	71%	1,325,875	1,975,060	67%
EQUIP OP & MAINTENANCE	0	0		1,644	2,380	69%	0	0		6,018	9,980	60%
COMMUNITY GRANTS	0	0		0	0		0	0		0	0	
PROGRAM COSTS	0	0		0	0		0	0		0	0	
CAPITAL EXPENDITURES	0	0		30,120	47,900	63%	0	12,000		35,216	68,345	52%
DEBT FINANCING - INTEREST	0	0		0	0		0	0		0	0	
DEBT FINANCING - PRINCIPAL	0	0		0	0		0	0		0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	0	0		1,000	1,000	100%	15,500	3,500	443%	25,405	13,405	190%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	3,000	
TOTAL EXPENDITURES	\$16,128	\$21,500	75%	\$875,763	\$1,227,875	71%	\$228,900	\$363,395	63%	\$2,252,857	\$3,500,160	64%
OPERATING SURPLUS (DEFICIT)	\$0	\$0		\$1,026,976	\$883,380		\$132,734	\$102,805		\$1,827,142	\$1,301,395	

**REGIONAL DISTRICT OF NANAIMO
ENVIRONMENTAL SERVICES
SEPTEMBER 30, 2007**

	LIQUID WASTE MANAGEMENT			SOLID WASTE MANAGEMENT			GARBAGE COLLECTION/RECYCLING		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES									
TAX REQUISITION	\$5,910,813	\$7,881,090	75%	\$301,725	\$402,305	75%	\$0	\$0	
GRANTS/OPERATING/OTHER	2,159,714	6,544,565	33%	6,354,771	8,632,290	74%	2,140,880	2,152,254	99%
RETAINED EARNINGS	2,185,796	2,182,190	100%	2,641,866	2,641,870	100%	343,402	343,395	100%
TOTAL REVENUES	10,256,323	16,607,845	62%	9,298,362	11,676,465	80%	2,484,282	2,495,649	100%
EXPENSES									
OFFICE OPERATING	\$372,754	\$507,232	73%	\$422,165	\$577,635	73%	\$115,652	\$155,838	74%
PROFESSIONAL FEES	112,025	331,300	34%	136,614	575,410	24%	51	7,500	1%
BUILDING OP & MAINTENANCE	72,502	128,075	57%	50,974	75,100	68%	1,611	2,145	75%
VEHICLE OP & MAINTENANCE	267,936	443,635	60%	421,164	648,358	65%	971	1,785	54%
WAGES & BENEFITS	1,136,587	1,553,664	73%	1,556,288	2,300,765	68%	49,602	84,269	59%
OPERATIONAL COSTS	862,850	1,688,865	51%	1,876,575	3,471,483	54%	1,239,934	1,958,416	63%
CAPITAL EXPENDITURES	2,315,047	7,763,345	30%	68,962	1,112,750	6%	2,590	0	
DEBT FINANCING - INT	639,333	852,445	75%	123,525	164,700	75%	0	0	
DEBT FINANCING - PRINCIPAL	494,820	659,760	75%	68,049	90,730	75%	0	0	
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	1,508,365	1,508,365	100%	2,507,490	2,507,490	100%	660	660	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0	
TSFR TO OTHER GOVT/AGENCIES	0	0		0	0		0	0	
TOTAL EXPENDITURES	\$7,782,219	\$15,436,686	50%	\$7,231,806	\$11,524,421	63%	\$1,411,071	\$2,210,613	64%
OPERATING SURPLUS (DEFICIT)	\$2,474,104	\$1,171,159		\$2,066,556	\$152,044		\$1,073,211	\$285,036	

**REGIONAL DISTRICT OF NANAIMO
ENVIRONMENTAL SERVICES
SEPTEMBER 30, 2007**

	WATER SUPPLY			SEWAGE COLLECTION			STREET LIGHTING			ENV SVCS ENGINEERING			TOTAL ENVIRONMENTAL SERVICES		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES															
TAX REQUISITION	\$1,150,155	\$1,533,532	75%	\$545,823	\$727,770	75%	\$44,568	\$59,410	75%	\$0	\$0		\$7,953,084	\$10,604,107	75%
GRANTS/OPERATING/OTHER	749,162	1,004,163	75%	358,636	360,836	99%	232	455	51%	100,326	243,930	41%	11,863,721	18,938,493	63%
RETAINED EARNINGS	1,018,035	1,018,025	100%	411,629	411,621	100%	26,502	26,498	100%	0	0		6,627,230	6,623,599	100%
TOTAL REVENUES	2,917,352	3,555,720	82%	1,316,088	1,500,227	88%	71,302	86,363	83%	100,326	243,930	41%	26,444,035	36,166,199	73%
EXPENSES															
ADMINISTRATION	\$115,141	\$193,398	60%	\$38,619	\$57,152	68%	\$1,146	\$1,045	110%	\$12,897	\$22,875	56%	\$1,078,374	\$1,515,175	71%
PROFESSIONAL FEES	125,195	291,265	43%	8,096	34,155	24%	0	0		6,128	26,500	23%	388,109	1,266,130	31%
BUILDING OP & MAINTENANCE	26,875	77,445	35%	7,893	26,277	30%	3,124	12,050	26%	0	200		162,979	321,292	51%
VEHICLE OP & MAINTENANCE	44,704	91,565	49%	30,036	38,131	79%	0	0		0	0		764,811	1,223,474	63%
WAGES & BENEFITS	442,776	660,337	67%	146,222	203,614	72%	0	843		80,340	188,054	43%	3,411,815	4,991,546	68%
OPERATIONAL COSTS	185,238	375,694	49%	442,358	661,314	67%	29,565	43,626	68%	961	3,300	29%	4,637,481	8,202,698	57%
CAPITAL COST	163,263	614,661	27%	4,471	120,525	4%	0	0		0	3,000		2,554,333	9,614,281	27%
DEBT FINANCING - INT	218,967	294,735	74%	60,563	47,500	128%	0	0		0	0		1,042,388	1,359,380	77%
DEBT FINANCING - PRINCIPAL	120,330	162,950	74%	0	0		0	0		0	0		683,199	913,440	75%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0		0	0	
CONTRIBUTION TO OTHER FUNDS	39,630	39,630	100%	26,005	27,165	96%	0	0		0	0		4,082,150	4,083,310	100%
CONTRIBUTION FROM OTHER FND	0	0		0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	0		0	0	
TOTAL EXPENSES	\$1,482,119	\$2,801,680	53%	\$764,263	\$1,215,833	63%	\$33,835	\$57,564	59%	\$100,326	\$243,929	41%	\$18,805,639	\$33,490,726	56%
OPERATING SURPLUS (DEFICIT)	\$1,435,233	\$754,040		\$551,825	\$284,394		\$37,467	\$28,799		\$0	\$1		\$7,638,396	\$2,675,473	

REGIONAL DISTRICT OF NANAIMO
RECREATION & PARKS SERVICES
SEPTEMBER 30, 2007

	REGIONAL PARKS			COMMUNITY PARKS			AREA A RECREATION			D69 RECREATION COORDINATING			OCEANSIDE PLACE		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES															
TAX REQUISITION	831,006	1,108,009	75%	376,902	502,525	75%	56,250	75,000	75%	750,132	1,000,180	75%	920,475	1,227,305	75%
GRANTS/OPERATING/OTHER	422,061	395,045	107%	5,451	0		0	0		214,595	208,040	103%	394,646	592,070	67%
RETAINED EARNINGS	816,285	816,285	100%	326,872	326,875	100%	48,306	48,305	100%	103,799	103,880	100%	207,116	207,115	100%
TOTAL REVENUES	2,069,352	2,319,339	89%	709,225	829,400	86%	104,556	123,305	85%	1,068,526	1,312,100	81%	1,522,237	2,026,490	75%
EXPENSES															
OFFICE OPERATING	\$27,900	\$33,865	82%	\$21,946	\$35,842	61%	\$1,461	\$835	175%	\$78,471	\$111,100	71%	\$106,025	\$147,580	72%
PROFESSIONAL FEES	35,856	118,000	30%	3,405	39,500	9%	9,925	10,000	99%	2,947	14,500	20%	3,328	16,050	21%
BUILDING OP & MAINTENANCE	20,371	31,225	65%	3,264	8,646	38%	0	0		11,578	14,325	81%	158,392	229,575	69%
VEHICLE OP & MAINTENANCE	13,258	22,105	60%	1,059	2,000	53%	0	0		13,799	32,909	42%	14,608	45,705	32%
OTHER OPERATING COSTS	83,109	323,904	26%	54,200	188,795	29%	473	245	193%	19,049	18,575	103%	17,188	16,530	104%
WAGES & BENEFITS	156,426	266,905	59%	170,984	254,539	67%	7,566	10,174	74%	448,618	680,579	66%	529,942	786,879	67%
EQUIP OP & MAINTENANCE	0	1,000		0	0		0	0		2,080	2,275	91%	22,295	43,750	51%
COMMUNITY GRANTS	0	0		0	0		0	0		51,759	77,865	66%	320	1,000	32%
RECREATION PROGRAMS	0	1,500		0	4,875		0	0		28,628	53,545	53%	5,438	9,400	58%
CAPITAL EXPENDITURES	369,393	505,855	73%	0	35,000		0	0		2,977	3,750	79%	3,248	15,500	21%
DEBT FINANCING - INTEREST	30,150	46,600	65%	18,671	24,620	76%	0	0		0	0		234,396	312,530	75%
DEBT FINANCING - PRINCIPAL	273,393	275,000	99%	10,305	13,745	75%	0	0		0	0		204,786	273,050	75%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	102,050		0	0		0	0	
TRANSFER TO RESERVE FUND	566,747	566,747	100%	85,000	85,000	100%	0	0		180	180	100%	5,180	5,180	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	50,000	50,000	100%	36,000	16,000	225%	0	0		216,698	218,740	99%	0	0	
TOTAL EXPENDITURES	\$1,626,603	\$2,242,706	73%	\$404,834	\$708,562	57%	\$19,425	\$123,304	16%	\$876,784	\$1,228,343	71%	\$1,305,146	\$1,902,729	69%
OPERATING SURPLUS (DEFICIT)	\$442,749	\$76,633		\$304,391	\$120,838		\$85,131	\$1		\$191,742	\$83,757		\$217,091	\$123,761	

**REGIONAL DISTRICT OF NANAIMO
RECREATION & PARKS SERVICES
SEPTEMBER 30, 2007**

	RAVENSONG AQUATIC CENTER			GABRIOLA ISL RECREATION			SOUTHERN COMMUNITY RECREATION & CULTURE			TOTAL RECREATION & PARKS SERVICES		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES												
TAX REQUISITION	935,181	1,246,910	75%	52,344	69,795	75%	628,353	837,795	75%	4,550,643	6,067,519	75%
GRANTS/OPERATING/OTHER	424,991	513,120	83%	388	500	78%	28,566	25,000	114%	1,490,698	1,733,775	86%
RETAINED EARNINGS	111,228	111,225	100%	10,410	10,410	100%	2,885	2,885	100%	1,626,901	1,626,980	100%
TOTAL REVENUES	1,471,400	1,871,255	79%	63,142	80,705	78%	659,804	865,680	76%	7,668,242	9,428,274	81%
EXPENSES												
OFFICE OPERATING	\$107,603	\$142,440	76%	\$668	\$845	79%	\$2,080	\$2,000	104%	\$346,154	\$474,507	73%
PROFESSIONAL FEES	6,276	5,000	126%	0	0		0	0		61,737	203,050	30%
BUILDING OP & MAINTENANCE	145,038	194,650	75%	0	0		22,408	43,825	51%	361,051	522,246	69%
VEHICLE OP & MAINTENANCE	5,123	7,780	66%	0	75		0	0		47,847	110,574	43%
OTHER OPERATING COSTS	21,970	23,280	94%	41	225	18%	0	0		196,030	571,554	34%
WAGES & BENEFITS	654,463	878,365	75%	7,564	10,174	74%	0	0		1,975,563	2,887,615	68%
EQUIP OP & MAINTENANCE	19,965	27,200	73%	0	0		0	0		44,340	74,225	60%
COMMUNITY GRANTS	5,116	6,500	79%	0	0		0	0		57,195	85,365	67%
RECREATION PROGRAMS	26,033	36,500	71%	0	0		0	0		60,099	105,820	57%
CAPITAL EXPENDITURES	8,860	44,500	20%	0	0		0	0		384,478	604,605	64%
DEBT FINANCING - INTEREST	183,519	244,690	75%	0	0		0	0		466,736	628,440	74%
DEBT FINANCING - PRINCIPAL	92,961	123,955	75%	0	0		0	0		581,445	685,750	85%
DEBT FINANCING - EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	102,050	
TRANSFER TO RESERVE FUND	25,180	25,180	100%	0	0		0	0		682,287	682,287	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		47,250	63,000	75%	823,233	819,855	100%	1,173,181	1,167,595	100%
TOTAL EXPENDITURES	\$1,302,107	\$1,760,040	74%	\$55,523	\$74,319	75%	\$847,721	\$865,680	98%	\$6,438,143	\$8,905,683	72%
OPERATING SURPLUS (DEFICIT)	\$169,293	\$111,215		\$7,619	\$6,386		(\$187,917)	\$0		\$1,230,099	\$522,591	

**REGIONAL DISTRICT OF NANAIMO
TRANSPORTATION SERVICES
SEPTEMBER 30, 2007**

	DESCANSO BAY EMERGENCY WHARF			SOUTHERN COMMUNITY TRANSIT			NORTHERN COMMUNITY TRANSIT			TOTAL TRANSPORTATION SERVICES		
	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR	ACTUAL 2007	BUDGET 2007	% VAR
REVENUES												
TAX REQUISITION	\$6,273	\$8,360	75%	\$2,656,647	\$3,542,200	75%	\$378,747	\$505,000	75%	\$3,041,667	\$4,055,560	75%
GRANTS/OPERATING/OTHER	0	0		5,375,734	7,183,620	75%	419,636	503,095	83%	5,795,370	7,686,715	75%
RETAINED EARNINGS	5,060	5,060	100%	802,125	802,125	100%	116,834	116,835	100%	924,019	924,020	100%
TOTAL REVENUES	\$11,333	\$13,420	84%	\$8,834,506	\$11,527,945	77%	\$915,217	\$1,124,930	81%	\$9,761,056	\$12,666,295	77%
EXPENSES												
OFFICE OPERATING	\$322	\$125	258%	\$948,464	\$1,304,330	73%	\$418,284	\$574,500	73%	\$1,367,070	\$1,878,955	73%
PROFESSIONAL FEES	0	0		15,634	86,500	18%	0	0		15,634	86,500	18%
BUILDING OP. & MAINT.	0	4,030		102,471	176,120	58%	0	0		102,471	180,150	57%
VEHICLE OP. & MAINT.	0	2,005		1,853,286	2,898,330	64%	0	0		1,853,286	2,900,335	64%
OTHER OPERATING COSTS	0	0		150,918	285,020	53%	13,250	13,250	100%	164,168	298,270	55%
WAGES & BENEFITS	0	0		4,757,220	6,292,912	76%	253,391	364,040	70%	5,010,611	6,656,952	75%
EQUIP. OP & MAINT	0	0		1,644	3,000	55%	0	0		1,644	3,000	55%
COMMUNITY GRANTS	0	0		0	0		0	0		0	0	
RECREATION PROGRAMS	0	0		0	0		0	0		0	0	
CAPITAL EXPENDITURES	0	0		7,210	110,065	7%	0	0		7,210	110,065	7%
DEBT FINANCING - INT.	0	0		0	0		0	0		0	0	
-PRINCIPAL	0	0		0	0		0	0		0	0	
-EXCHANGE	0	0		0	0		0	0		0	0	
CONTINGENCY	0	0		0	0		0	0		0	0	
TRANSFER TO RESERVE FUND	7,260	7,260	100%	3,200	3,200	100%	0	0		10,460	10,460	100%
TRANSFER FROM RESERVE FUND	0	0		0	0		0	0		0	0	
TRANSFER TO OTHER GOVTS	0	0		0	0		0	0		0	0	
TOTAL EXPENDITURES	\$7,582	\$13,420	56%	\$7,840,047	\$11,159,477	70%	\$684,925	\$951,790	72%	\$8,532,554	\$12,124,687	70%
NET SURPLUS	\$3,751	\$0		\$994,459	\$368,468		\$230,292	\$173,140		\$1,228,502	\$541,608	

98



RDN REPORT	
CAO APPROVAL	
EAP	
COW	✓ NOV. 13th
NOV 06 2007	
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: November 3, 2007

FROM: N. Avery
General Manager, Finance & Information Services

FILE:

SUBJECT: Recommendation on Property Software System

PURPOSE:

To award the supply of a property based software system to Municipal Software, Victoria, BC.

BACKGROUND:

Over the course of a year, a staff committee has undertaken site visits, developed a specification document and evaluated responses from three vendors to supply new property based workflow management software for the Regional District of Nanaimo. This type of software will result in all future property based events – zoning amendments, development permits, building permits, bylaw enforcement actions – being captured in an integrated information database. Having a computerized property based information system capturing the activities associated with a property, will improve future responses to development applications, customer billing and bylaw enforcement. The software will also result in a single consistent software interface for property related information, something which is critical as existing staff retire.

Three of four vendors submitting proposals were ultimately evaluated, all three being well known in the Province. The evaluation considered a detailed list of specifications relevant to the kind of work flow processes we needed to address, and price. Staff are recommending Municipal Software of Victoria, BC and its City View product.

For the Board’s information the following staff have been instrumental in bringing this evaluation and selection to a conclusion:

- | | |
|------------------|---------------------------------------|
| Greg Keller | Senior Planner |
| Susan Cormie | Senior Planner |
| Jennifer Aftanas | Building Inspection Clerk |
| Deb Churko | Engineering Technologist |
| Tom Sohler | GIS Coordinator |
| Wayne Thexton | Manager, Budgets and Capital Planning |
| Ryan MacDonald | Information Services Coordinator |
| Mike Moody | Manager, Information Services |

ALTERNATIVES:

1. Approve Municipal Software as the supplier for a property based workflow management software solution.
2. Approve Tempest Software as the supplier for a property based workflow management software solution.

FINANCIAL IMPLICATIONS:

The table below outlines the evaluation scoring and the base software pricing for each of the three short listed vendors:

Vendor Name	Evaluation Score	Price
Tempest Software	980	\$ 308,415
Municipal Software	1,131	\$ 357,745
CSDC (Amanda)	1,092	\$ 517,015

Alternative 1

Our budget for the software and hardware for this project was \$500,000, to be financed through the Administration computer reserve fund with participation from the Planning and Building Inspection departments.

The evaluation score in the table above includes a weighting for the price of the product. The higher the overall score, the better the evaluation. All of the vendors have well established customer bases in British Columbia – in fact Tempest software has been in place at the City of Nanaimo for several years. While there is nothing specifically “wrong” with the Tempest software, it is written in an older development language and according to the vendor, there are no plans for a significant upgrade in the near future. The Municipal Software user interface will be more familiar to Windows software users and is written in a more current development language based on the Microsoft.Net environment. The Regional District uses .Net applications and so our staff have some familiarity with this product. Municipal Software also demonstrated the strongest support for integration with our mapping software – a particularly critical component for viewing and tracking property records. On the basis of the above noted scoring template staff completed a full evaluation of Municipal Software including extensive reference checks and recommend proceeding with this vendor.

All software implementations involve some customization of the product and other unknowns because, until the vendor sees our data, they cannot be absolutely certain how long certain conversion stages will take. Staff also recommend purchasing an additional component from Municipal Software not available with the other vendors. This is an application builder component that permits trained Regional District staff to create new processes that are not part of the core software. This might include for instance a specialized home based business permit database or a special events permit database. Normally additional applications require direct vendor programming – this programming module offers an attractive alternative to paying for those services in the future.

If the Board supports the recommendation to contract with Municipal Software, staff recommend an overall budget of:

Property system	\$ 357,745
Application builder	37,300
Hardware	24,610
Project contingency	<u>60,000</u>
Total	<u>\$ 479,655</u>

Alternative 2

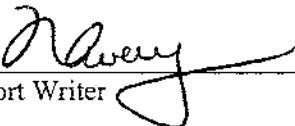
All of the products evaluated will respond to our need for an integrated property based/work flow management solution. We are concerned about the length of time it may take before the Tempest software is migrated to a newer development application and to a degree, the smaller staff complement available to address software support and development. With respect to software evaluations, it is somewhat more challenging to pinpoint specific failings because each does have differences in how they perform the same task. On balance, the modern structure and interface, the strong background in development, the demonstrated compatibility with our existing mapping software and competitive pricing result in Municipal Software being the strongest of the three candidates.


SUMMARY/CONCLUSIONS:

A staff committee has been reviewing property based software solutions for the Regional District for the past year. Four vendors submitted proposals and three were short listed for evaluation. All three have a strong presence in the Province of BC and staff have personally visited sites where the software is in use. As outlined in the foregoing report staff recommend awarding the supply of software to Municipal Software of Victoria, BC with an overall budget for the project of \$479,655. The funds are available from the Administration computer reserve fund and will also be supported through contributions from the Planning and Building Inspection departments.

RECOMMENDATION:

1. That Municipal Software be approved for the supply of its City View property system.
2. That an overall budget of \$479,655 be approved for this project with the funds released from the Administration Computer Reserve fund.


Report Writer


C.A.O. Concurrence

COMMENTS:



RDN REPORT		COW	NW. 13th
CAO APPROVAL			
EAP			
NOV 06 2007			
RHD			
BOARD			

MEMORANDUM

TO: Paul Thorkeisson
General Manager, Development Services

DATE: October 30, 2007

FROM: Tom Armet
Manager, Building and Bylaw Services

FILE: 0470 20 LANT

SUBJECT: District of Lantzville Development Services Contract Agreements - 2008

PURPOSE

To approve the 2008 service agreements between the Regional District of Nanaimo (RDN) and the District of Lantzville as requested by the District of Lantzville.

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 service agreements be renewed for 2008. 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 Regulation
- 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 2008. 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 2008 RDN Budget.

VOTING

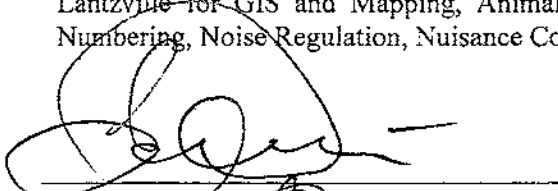
All Directors – weighted vote.

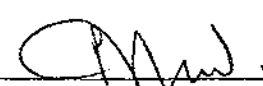
SUMMARY/CONCLUSIONS

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 services. The agreements are proposed to terminate on December 31, 2008. It is recommended that the eight proposed agreements providing for various services to the District of Lantzville be approved.

RECOMMENDATION

That the 2008 Service Agreements between the Regional District of Nanaimo and the District of Lantzville for GIS and Mapping, Animal Control, Building Inspection, Bylaw Enforcement, House Numbering, Noise Regulation, Nuisance Control, and Unsightly Premises services be approved.



Report Writer

CAO Concurrence

General Manager Concurrence

COMMENTS:

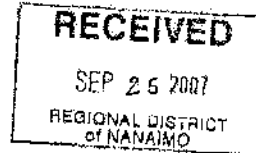
devsvs/reports/2007/no 0470 20 LANT 2008 Lantzville Service Agreements CoW Report

ATTACHMENT NO. 1



District of Lantzville

Incorporated June 2003



September 21st, 2007

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

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, 2008 and terminating December 31st, 2008 as follows.

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

While the District continues to investigate the ability to provide these services directly, we continue to face numerous challenges that prevent us from doing so. We are hopeful that the Regional District of Nanaimo will entertain our request and continue to provide these services on our behalf. Should you wish to meet with regards to our request please contact me to make the appropriate meeting arrangements.

Yours truly

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

File: 2240-20-01
G: Corr/07/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

ANIMAL CONTROL SERVICES

THIS AGREEMENT made as at the ____ day of _____ 2008

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 2008 and terminating the 31st day of December 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October 2008 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 6 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 RDN of renewal pursuant to Section 2 of this Agreement the services provided under it shall terminate on December 31st, 2008.

RDN Covenants

5. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the following services, provided to the equivalent level of Services as RDN provides to the Electoral Areas:
 - (2) RDN shall:
 - (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
 - (b) administer and enforce the Bylaws, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;

- (c) administer any animal control agreement or service contract related to animal control services;
- (d) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of Services provided by RDN within Electoral Areas;
- (e) designate the Administrator, subject to direction by RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

Lantzville Covenants

6. Lantzville shall:

- (a) pay to RDN the amount under Section 3 prior to August 15th, 2008.
- (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 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 RDN any costs incurred by RDN as a 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 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 the 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 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 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 inure 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:)

_____)
General Manager, Development Services)

_____)
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
1066	March 11, 1997	Animal Control Regulatory Bylaw No. 1066, 1996

BUILDING INSPECTION

THIS AGREEMENT made as at the ____ day of _____ 2008

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 2008 and terminating the 31st day of December 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October 2008 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 31st, 2008;
- (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 following 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) 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 15th, 2008;
- (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.

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 inure 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:)

_____)
General Manager, Development Services)

_____)
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
1250	April 10, 2001	RDN Building Regulation and Fees Bylaw 1250, 2001
1469	March 28, 2006	RDN Floodplain Management Bylaw No. 1469, 2006

BYLAW ENFORCEMENT

THIS AGREEMENT made as at the ___ day of _____ 2008

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 2008 and terminating the 31st day of December 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October 2008 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, the services provided under it shall terminate on December 31st, 2008.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the following 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 31st, of each year, the levy for the service;
 - (a) designate the Administrator, subject to direction by the RDN Board, as the primary contact with 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, 2008;
 - (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 inure 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:)

_____)
General Manager, Development Services)

_____)
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 _____ 2008

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 2008 and terminating the 31st day of December 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October 2008 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 RDN of renewal pursuant to Section 2 of this Agreement, the Services provided under it shall terminate on December 31st, 2008.

RDN Covenants

4. (1) 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 Services to Lantzville in a competent, careful and professional manner equivalent to the standards of Services provided by 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 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 RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2008;

- (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 the 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 inure 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 NANAEMO)
was affixed hereto in the)
presence of:)

_____)
General Manager, Development Services)

_____)
Senior Manager, Corporate Administration)

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

_____)
Mayor)

_____)
Chief Administrative Officer)

GIS AND MAPPING SERVICES

THIS AGREEMENT made on the ____ day of _____ 2008,

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 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 2008 and terminating the 31st day of December 2008.

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 31st day of October 2008 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 RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on the 31st day of December 2008.

RDN Covenants

5. (1) 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 from the Regional District's office;
 - 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 RDN within the Electoral Areas;
- (d) designate the Senior Manager, Corporate Administration, subject to direction by the RDN Board, as the primary contact with Lantzville, with respect to the Services;
- (e) providing a reasonable number of maps to be sold to the general public from the District of Lantzville's offices.

Lantzville Covenants

6. Lantzville shall:
- (a) pay to RDN the specified amount under Section 2 at the same time as it remits the Regional District's annual requisition;
 - (b) designate the Chief Administrative Officer, subject to direction by the District of Lantzville Council, 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.

Additional Services

7. Despite the level of service agreed to in Section 5, Lantzville may request that RDN provide additional services subject to terms, and consideration agreed to by Lantzville and RDN, including, but not limited to, custom mapping services for special projects or production of retail maps in significant quantities.

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 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 inure 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:)

_____)
General Manager, Finance & Information Services)

_____)
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 _____, 2008

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, 2008 and terminating the 31st day of December, 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October, 2008 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 RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on December 31, 2008.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the following 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 RDN within the Electoral Areas; and,
 - (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 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 RDN, pay to RDN the amount calculated under clause (a) on or before August 15, 2008;
 - (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 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 RDN any costs incurred by RDN as a 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 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 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 inure 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:)

_____)
General Manager, Development Services)

_____)
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
1265	May 14, 2002	RDN Electoral Area D Noise Control Regulatory Bylaw No. 1265, 2002

NUISANCE CONTROL

THIS AGREEMENT made as at the _____ day of _____ 2008

BETWEEN:

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

(hereinafter called "RDN")

OF THE FIRST PART

AND:

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

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

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

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

Term

1. This Agreement is for a term commencing on the 1st day of January 2008 and terminating the 31st day of December 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October 2008 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 RDN of renewal pursuant to Section 2 of this Agreement, 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 following 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 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 RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2008;
 - (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 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 RDN any costs incurred by 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 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;
 - (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 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 inure 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:)

_____)
General Manager, Development Services)

_____)
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

UNSIGHTLY PREMISES

THIS AGREEMENT made as at the ____ day of _____ 2008

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 2008 and terminating the 31st day of December 2008.

Renewal

2. Lantzville shall notify RDN in writing on or before the 31st day of October 2008 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 RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on December 31st, 2008.

RDN Covenants

4. (1) For the purposes of this Agreement "Services" means the administration of the Bylaws, including the following 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; and,
 - (d) advise Lantzville on or before March 31st, of each year, the levy for the Services; 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 RDN pay to RDN the amount calculated under clause (a) on or before August 15th, 2008;
 - (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 RDN;
 - (d) where a resolution ordering that an unsightly premises be brought up to standard has been passed by Lantzville Council, any fees, charges or legal costs incurred by RDN to administer the enforcement of the resolution by 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 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 RDN any costs incurred by RDN as a 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 the 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,
 - (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 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 inure 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:)
)
)
)
_____)
General Manager, Development Services)
)
)
_____)
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
1073	March 11, 1997	Unsightly Premises Regulatory Bylaw No. 1073, 1996



RUN RECORD	
CAO APPROVAL <i>(initials)</i>	
EAP	
COW	<i>L NW.13th</i>
NOV 08 2007	
RHD	
BOARD	

MEMORANDUM

TO: Paul Thorkelsson
General Manager, Development Services

DATE: November 6, 2007

FROM: Tom Armet
Manager, Building and Bylaw Services

FILE: 3900-20-787.06

SUBJECT: Amendment Bylaw No 787.06 – Inclusion in a Building Inspection Area
Electoral Area ‘H’ – Adjacent to Stead Road and West Island Highway

PURPOSE

To consider a parcel located in the Bowser area of Electoral Area ‘H’ for inclusion into a Building Inspection Service Area.

BACKGROUND

The purpose of this report is to seek Board approval for inclusion of the parcel(s) legally described as Lot 1, Plan 17597, and Lot 6, Plan 12132, Both of District Lot 32, Newcastle District, located adjacent to Stead Road and Island Highway West (19A) in the Bowser area of Electoral Area ‘H’ into a Building Inspection Service Area. *(see Attachment No. 1 for location)*.

At the regular meeting held October 2, 2007, the Board approved Development Permit Application No. 60729 in conjunction with the subdivision of these parcels to accommodate residential development on 32 bare land strata lots. The Board further directed staff to prepare the required bylaw changes necessary to implement building inspection service to this development and bring a report with the bylaw amendment forward for consideration by the Board.

ALTERNATIVES

1. To consider “Regional District of Nanaimo Building Inspection Service Bylaw Amendment Bylaw No. 787.06, 2007,” for adoption.
2. To not consider “Regional District of Nanaimo Building Inspection Service Bylaw Amendment Bylaw No. 787.06, 2007.”

REGULATORY IMPLICATIONS

Inclusion of this development in a Building Inspection Service Area is in keeping with the Board’s Strategic Plan (Sustainable Communities) goal, which seeks to implement building inspection services across all electoral areas.

FINANCIAL IMPLICATIONS

This development is located a short distance outside the present Building Inspection Service Area boundary. Current staff levels are adequate to provide building inspection service to this development with minimal budget implications. Increased permit fee revenues will largely offset any additional costs of providing this service.

VOTING

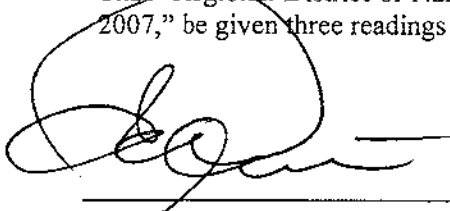
All Directors – one vote.

CONCLUSION

At the direction of the Board, the required bylaw changes necessary to implement building inspection service to a 32 bare land strata lot development located in the Bowser area of Electoral Area 'H' have been prepared for consideration. This direction is in keeping with the Board's strategic plan with respect to sustainable communities. Once the service is established on this parcel, an amendment to Schedule 'A' of "Regional District of Nanaimo Building Regulation and Fees Bylaw No. 1250, 2001," will be required to reflect this inclusion.

RECOMMENDATION

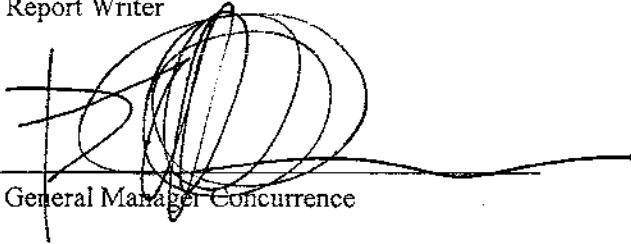
That "Regional District of Nanaimo Building Inspection Service Bylaw Amendment Bylaw No. 787.06, 2007," be given three readings and be forwarded to the Ministry of Community Services for approval.



Report Writer



CAO Concurrence

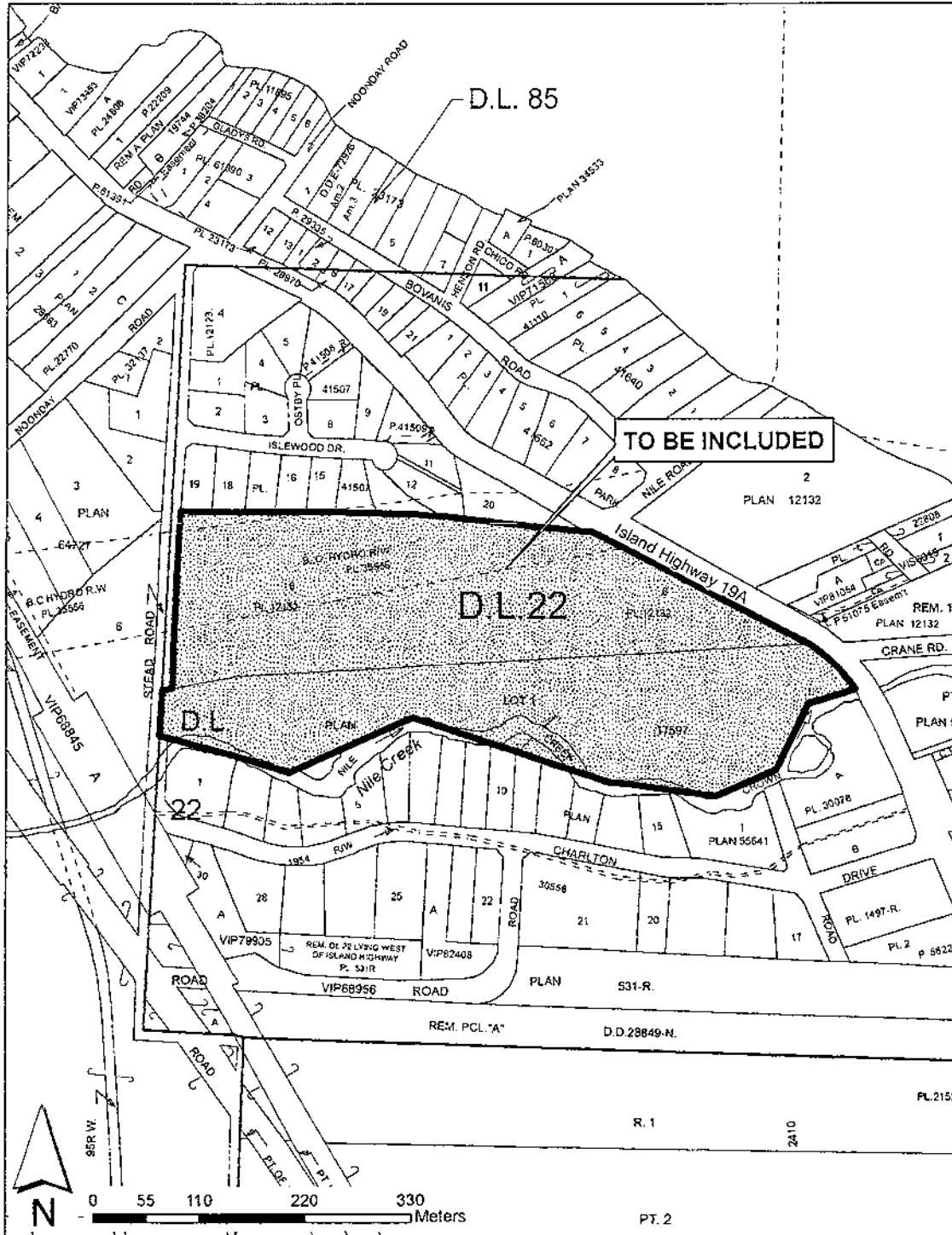


General Manager Concurrence

COMMENTS:

devsvs/reports/2007/no Amendment Bylaw No. 787.06 – Inclusion in a Building Inspection Area EA H CoW Report

ATTACHMENT NO. 1



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 787.06

A Bylaw to Amend "Regional District of Nanaimo Building Inspection Extended Service Establishment Bylaw No. 787, 1989"

WHEREAS the Board has enacted "Regional District of Nanaimo Building Inspection Extended Service Establishment Bylaw No. 787, 1989";

AND WHEREAS the Board wishes to amend the boundaries of the Service Area to include Lot 1, Plan 17597, and Lot 6, Plan 12132, both of District Lot 32, Newcastle Land District, within Electoral Area 'H';

AND WHEREAS the Board has obtained the consent of two thirds of the participants to amend the Service Area;

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

1. "Regional District of Nanaimo Building Inspection Extended Service Establishment Bylaw No. 787, 1989," is amended as follows:

Deleting Section 2 and replacing it with the following:

"2. Service Area.

Electoral Areas 'A', 'B', 'C', 'E', 'G', and 'H' include participating areas for this service.

The service shall consist of those parts of Electoral Areas 'A', 'B', 'C', 'E', 'G', and 'H' as outlined on Schedules 'A', 'B', 'C', 'D', and 'E', which are attached hereto and form part of this bylaw."

2. This bylaw may be cited as "Regional District of Nanaimo Building Inspection Service Bylaw Amendment Bylaw No. 787.06, 2007."

Introduced and read three times this 27th day of November 2007.

Received approval from the Inspector of Municipalities this day of 2007.

Adopted this day of 2007.



KUN REPORT	
CAO APPROVAL DN	
EAP	
COW	<input checked="" type="checkbox"/> NW: 13th
NOV 06 2007	
RHD	
BOARD	

MEMORANDUM

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

DATE: November 1, 2007

FROM: Carey McIver
Manager of Solid Waste

FILE: 5360-46

SUBJECT: Cedar Road LFG Second Amending Agreement

PURPOSE

To obtain Board approval for a second amendment to the existing Development and Operating Agreements with Cedar Road LFG Inc. for the operation and maintenance of an electrical generation facility on the RDN landfill.

BACKGROUND

In June 2005 the Board approved a Development Agreement with Suncurrent Industries Inc. to provide for the construction of a facility on the RDN landfill to demonstrate the commercial viability of operating external combustion engines to generate electricity using landfill gas as an alternative fuel source.

In October 2005 the Board consented to the assignment of the Development Agreement from Suncurrent Industries to Cedar Road LFG Inc. (Cedar LFG) and approved an Operating Agreement with Cedar LFG to govern the operation and maintenance of the facility as well as determine an annual royalty payment to the RDN.

In September 2006, due to delays in project financing, the Board approved an Amending Agreement to change the project completion date from July 21, 2006 to November 30, 2007. As per the Development Agreement, the Board also approved a License of Occupation for the use of the area at the Regional Landfill occupied by their electricity generating facility as well as a Waiver of Emissions Rights as required under the Project and Transfer Agreement with the Federation of Canadian Municipalities.

Project Status

As discussed in the September 2006 staff report, although the current electricity generating facility retains the objective of demonstrating external combustion engines, to increase commercial viability and reduce commercial debt risk, Cedar LFG have introduced two conventional combustion engines to the project. This has increased the overall project electricity output from 500 kW to 1.5 MW with a revised capital budget just below \$3 million.

Cedar LFG has proceeded with the construction of the facility during 2007. The site sub-grade was completed including the installation of subsurface electrical conduits. The concrete pads have been poured and finished and security fencing installed. The works associated with interconnecting the facility to the BC Hydro distribution grid, including a sub-station, power poles and line should be complete this year.

Commissioning of the facility will begin in March 2008 with the arrival of the first 633 kW GE Jenbacher landfill engine and booster skid. The second GE Jenbacher engine will be commissioned in June 2008 to allow for additional gas reserves to be connected to the collection system. A 55 kW external combustion engine will also be installed by June 2008.

As reported in September 2006, after considering the option to sell electricity to large industrial users in the RDN, Cedar LFG concluded that BC Hydro is currently the only available option for a fixed price long term contract. Although they had intended to respond to the BC Hydro Open Call for Power slated for December 2006, this program was delayed.

Instead, in February 2007 the provincial government announced a new Energy Plan that directed BC Hydro to introduce a Standing Offer Program (SOP) to facilitate the development of distributed clean electricity generating projects of less than 10 MW. Cedar LFG will be responding to the SOP, which is expected to be available for contract signing the first quarter of 2008.

Amending Agreement

Due to the delays and other requirements associated with the BC Hydro SOP, RDN legal counsel has prepared the attached Second Amending Agreement to the Development and Operating Agreements to accommodate BC Hydro requirements. This second amending agreement changes the project completion date from November 30, 2007 to May 31, 2008 and the commercial operation date from December 31, 2007 to June 30, 2008.

Given that BC Hydro SOP requires a minimum 20 year contract term, the second amendment also extends the contract term from the current five years with an option to renew for an other five years, to 10 years with an option to renew for an additional 10 years.

Finally, in order to meet the BC Hydro requirement that Cedar LFG grant BC Hydro an option to purchase the facility, the amendment allows this option on the condition that if BC Hydro exercises its option to acquire the facility, it will not sell, transfer, assign or convey the facility to any other person without the written consent of the RDN.

ALTERNATIVES

1. Approve the Second Amending Agreement with Cedar Road LFG Inc.
2. Do not approve the Second Amending Agreement with Cedar Road LFG Inc.

FINANCIAL IMPLICATIONS

As reported to the Board in past reports, the only direct costs to the RDN for this project have been engineering and legal services associated with the negotiation of the agreements as well as the integration of the RDN collection and flare system with the Cedar LFG facility. These costs are not anticipated to exceed \$20,000 and should be recovered from Cedar LFG's future payments to the RDN for the use of the gas. Based on a set of conservative assumptions, these payments may amount to roughly \$400,000 over the 20 year term of the project.

SUMMARY

In 2005 the Board approved Development and Operating Agreements with Cedar Road LFG Inc. (formerly Suncurrent) to provide for the construction and operation of a facility on the RDN Landfill to generate electricity using landfill gas as an alternative fuel source.

In September 2006, due to delays in project financing, the Board approved an Amending Agreement to change the project completion date from July 21, 2006 to November 30, 2007. As per the Development Agreement, the Board also approved a License of Occupation for the use of the area at the Regional Landfill occupied by their electricity generating facility as well as a Waiver of Emissions Rights as required under the Project and Transfer Agreement with the Federation of Canadian Municipalities.

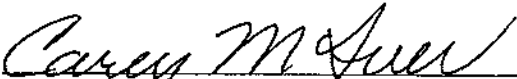
In February 2007 the provincial government announced a new Energy Plan that directed BC Hydro to introduce a Standing Offer Program (SOP) to facilitate the development of distributed clean electricity generating projects of less than 10 MW. Cedar LFG will be responding to the SOP, which is expected to be available for contract signing the first quarter of 2008.

Due to the delays and other requirements associated with the BC Hydro SOP, RDN legal counsel has prepared the attached Second Amending Agreement to the Development and Operating Agreements to accommodate BC Hydro SOP requirements.


RECOMMENDATIONS

That the Board approve the Second Amending Agreement with Cedar Road LFG Inc. to


1. Change the project completion date from November 30, 2007 to May 31, 2008 and the commercial operation date from December 31, 2007 to June 30, 2008;
2. Extend the contract term from five years with an option to renew for another five years to 10 years with an option to renew for an another 10 years;
3. Allow Cedar LFG to grant BC Hydro an option to purchase the facility at the end of the contract term under the condition that if BC Hydro exercises its option to acquire the facility, it will not sell, transfer, assign or convey the facility to any other person without the written consent of the RDN.



Report Writer



General Manager Concurrence



CAO Concurrence

COMMENTS:

**SECOND AMENDING AGREEMENT
TO DEVELOPMENT AGREEMENT AND OPERATING AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 2007.

BETWEEN:

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

(the "RDN")

OF THE FIRST PART

AND:

CEDAR ROAD LFG INC.
(Inc. #A0065860)
#13 1922 - 9 Avenue S.E.
Calgary, AB T2G 0V2

("IPP")

OF THE SECOND PART

WHEREAS:

- A. The RDN and Suncurrent Industries Ltd. ("**Suncurrent**") entered into a Development Agreement dated July 21, 2005 which was assigned to the IPP by agreement dated November 2, 2005;
- B. The RDN and IPP entered into an Operating Agreement, dated November 2, 2005;
- C. The Development Agreement and Operating Agreement were amended by an Amending Agreement dated October 26, 2006;
- D. The parties wish to amend the Development Agreement and the Operating Agreement, both as amended, to provide for an extension of the Commercial Operation Date and to make other amendments agreed to by the parties.

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the terms and conditions hereinafter contained and the payment of TEN (\$10.00) DOLLARS from the IPP to RDN, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree each with the other as follows:

1.0 DEVELOPMENT AGREEMENT

1.1. The Development Agreement is amended as follows:

- (a) Section 1.1 is amended by
 - (i) deleting the definition of "Commercial Operation Date" and replacing it with the following:

" 'Commercial Operation Date' means June 30, 2008.";
 - (ii) deleting the definition of "Completion Date" and replacing it with the following:

" 'Completion Date' means substantial completion of construction of the Facility which shall be on or before May 31, 2008."
- (b) Schedule "C" is amended by amending the paragraph entitled "Construction Phase" to replace the date "November 30, 2007" with the date "May 31, 2008."

2.0 OPERATING AGREEMENT

2.1. The Operating Agreement is amended as follows:

- (a) Section 1.1 is amended by deleting the definition of "Renewal Term" and replacing it with the following:

" 'Renewal Term' means a ten (10) year extension of the Operating Term.";
- (b) Section 2.1(c) is amended by deleting it in its entirety and replaced with the following:

"The IPP will grant the RDN an Option to Purchase the Facility at the end of the Operating Term (or Renewal Term if this Agreement is renewed under section 3.1(b)) or earlier expiry of the Operating Agreement, to be exercisable by the RDN only if BC Hydro elects not to acquire the Facility under the terms of any option to purchase granted by the IPP to BC Hydro.";
- (c) Section 2.1(e) is amended by deleting the date December 31, 2007 and replacing it with the date "June 30, 2008";
- (d) Section 3.1 is amended by replacing the words "a five (5) year term" with the words "a ten (10) year term";

(e) Section 3.1(b) is amended by deleting the words "of five (5) years on the same term or terms" and replacing them with the words "of ten (10) years on the same terms and conditions";

(f) By adding the following section 5.2 entitled BC Hydro Option:

"The RDN acknowledges and agrees that in order for the IPP to enter into an electricity purchase agreement with BC Hydro, it is necessary as a condition of such an agreement that the IPP grant to BC Hydro an option to purchase the Facility. The IPP covenants and agrees that it will, as part of any agreement with BC Hydro, secure the agreement of BC Hydro that if it exercises its option to acquire the Facility, it will not sell, transfer, assign or convey the Facility, which is located on lands of the RDN, to any other person, without the written consent of the RDN."

3.0 LICENCE AGREEMENT

3.1. The Licence Agreement between the RDN and the IPP is amended as follows:

(a) By adding a new section 4.3 as follows:

"In the event that the Facility is acquired by BC Hydro pursuant to any option to purchase the Facility granted to BC Hydro and the Facility is sold, transferred, assigned or conveyed to any other person without the consent of the RDN, this licence shall be immediately terminated."

4.0 REFERENCE

4.1. A reference to the Development Agreement, the Operating Agreement or to the Licence is a reference to those Agreements as amended;

5.0 RATIFICATION

5.1. Except as expressly amended by this Agreement, the parties ratify and confirm the Development Agreement, the Operating Agreement and the Licence. The Development Agreement, the Operating Agreement, the Licence and this Agreement shall be read and construed as one document.

6.0 TIME

6.1. Time shall remain of the essence of the Development Agreement, the Operating Agreement, the Licence and of this Agreement.

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

REGIONAL DISTRICT OF NANAIMO)
by its authorized signatories)
)
_____)
Chief Administrative Officer)
)
_____)
Senior Manager of Corporate Administration)

CEDAR ROAD LFG INC. by its authorized)
signatories)
)
_____)
Name:)
)
_____)
Name:)



RDN REPORT	
CAO APPROVAL	
EAP	
COW	<input checked="" type="checkbox"/> NIN.1312
NOV 08 2007	
RHD	
BOARD	

MEMORANDUM

TO: John Finnie, P. Eng. **DATE:** November 6, 2007
General Manager of Environmental Services

FROM: Carey McIver **FILE:** 5360-00
Manager of Solid Waste

SUBJECT: Solid Waste Management Regulation Bylaw 1531– 2008 Tipping Fees

PURPOSE

To obtain Board approval to repeal RDN Solid Waste Management Regulation Bylaw 1428 and replace it with RDN Solid Waste Management Regulation Bylaw 1531 which includes a new fee schedule, clarified definitions and new operational requirements intended to divert wood waste from disposal.

BACKGROUND

The 2007 annual budget for the Regional District’s solid waste management facilities anticipated a tipping fee increase from \$95.00 to \$100.00 per tonne effective July 1, 2007.

At the June 12, 2007 Committee of the Whole meeting, staff presented a report recommending that the Board repeal RDN Solid Waste Management Regulation Bylaw 1428 and replace it with proposed RDN Solid Waste Management Regulation Bylaw 1531 which increased disposal fees, clarified definitions and provided new operational requirements to divert wood waste from disposal to licensed recycling facilities.

At the regular Board meeting of June 26, 2007, the Board referred the report and proposed Bylaw 1531 back to staff for review and clarification. At the July 10, 2007 Committee of the Whole meeting, staff presented a report recommending an increase to disposal fees only by amending Bylaw 1428. This report and proposed amendment to Bylaw 1428 was also referred back to staff. In both instances the Board raised concerns that an increase in disposal fees would result in increased illegal dumping.

Staff estimates that failure to increase the tipping fees as planned in the budget resulted in a revenue loss of roughly \$400,000. This revenue loss did not result in an operating deficit due to a higher than anticipated demand for disposal services. Nevertheless, a higher than predicted disposal rate means faster than predicted use of disposal capacity, requiring the construction of new capacity sooner rather than later.

The proposed 2008 annual budget for the Regional District’s solid waste management facilities includes a tipping fee increase from \$95.00 to \$100.00 per tonne to adequately fund operating requirements and the Long Term Capital Plan. The attached Solid Waste Management Regulation Bylaw 1531 has been prepared to reflect this tipping fee increase as well as eliminating the current subsidy structure that exists for small loads. A number of minor changes are also included in this proposed bylaw amendment including prohibiting the disposal of wood waste and stewardship materials and restricting the acceptance of materials delivered to the facilities in roll-off bins.

New Fee Schedule

Under the current fee structure, the first 0-100 kg of solid waste is charged at \$4.00 per kg (\$40 per tonne) while every kilogram over 100 kg is charged at \$9.50 (\$95 per tonne). This has resulted in different fees for different customers. Under this system, in 2006 private haulers and municipal curbside customers paid an effective fee of \$94 per tonne, while self-haul account customers paid \$87 per tonne and self-haul cash customers paid \$71 per tonne representing a potential revenue loss of \$369,360. Construction/demolition and yard waste had similar effective fees, equating to a revenue loss of \$134,812 and \$106,685 respectively.

Although the potential revenue loss under this system was roughly \$600,000 in 2006, this revenue loss in 2008, at \$100 per tonne, would approach \$1 million. Given the need to fund upcoming capital expenditures, effective January 1, 2008, Bylaw 1531 proposes to eliminate this subsidy. It is proposed that the first 0-50 kg of solid waste be charged at minimum fee of \$5.00 and every kilogram over 51 kg be charged \$10 (= \$100 per tonne). The subsidy for yard waste would also be eliminated, at \$5.00 minimum fee for the first 100 kg and every kilogram over 101 kg charged \$4.50 (= \$45 per tonne).

Wood Waste Ban

In February 2007 the Board approved a multi-level strategy to divert construction/demolition (CD) waste from disposal to save landfill space. CD is the second largest component of solid waste landfilled at the Regional Landfill. There are private sector facilities in the region that use C/D as feedstock for their operations and the RDN Waste Stream Management Licensing Bylaw was established to ensure that these facilities meet strict environmental protection standards. The Construction/Demolition Waste Diversion Strategy (CDDS) comprises policy guidelines and timetables to divert CD, specifically wood waste from landfill.

Bylaw 1531 addresses the regulatory policies recommended in the CDDS, specifically, banning commercial loads of wood waste from the landfill and adjusting fees to achieve full cost recovery and accurately reflect market pricing. To achieve the objectives of the CDDS, the definition of CD required clarification and a new definition for wood waste is needed. New definitions for C/D and wood waste are included in the proposed bylaw amendment.

Stewardship Materials Ban

The provincial government has a successful product stewardship program whereby producers and manufacturers of identified products are given the responsibility to manage those products at the end of the product life. The product stewardship program helps relieve local government of the burden of managing high volume, toxic or expensive to manage product waste. Examples include used motor oil, pesticides, beverage containers, automobile tires and electronics. Once a product is named in a stewardship program the regional district has no legal obligation to manage the product waste. Any products that are part of a stewardship program should be banned from disposal at local government facilities.

Roll-off Bin Restrictions

At the CRTS, all recyclable materials including drywall and wood waste are transferred to private facilities. The purpose of a transfer station is to consolidate small loads into larger containers to decrease the number of vehicles travelling to the landfill. Most of the transfer is done using forty cubic yard roll-off bins. When a hauler brings materials to the CRTS in a roll-off bin, the RDN bins are immediately filled up requiring a trip to the receiving facility.

However, if the hauler takes the roll-off bin loads to the same private facilities that the RDN uses, no unnecessary truck traffic on the roads occurs. In many cases, the hauler can take their material to a licensed facility that is in the same area as the CRTS and that charges lower tipping fees. Consequently restricting roll-off bins encourages the use of licensed alternatives to the RDN facility.

ALTERNATIVES

1. Introduce "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007" for three readings and adoption.
2. Do not introduce for adoption "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007" and provide alternative direction to staff.

FINANCIAL IMPLICATIONS

RDN solid waste disposal facilities are financed primarily through user fees. The fees for a given material should be adequate to cover the full costs associated with managing the material. Full costs include day-to-day operations and maintenance of disposal facilities and also include long term capital, monitoring and remediation costs. Where a material is received by the RDN and shipped to a private sector facility, the user fees must be sufficient to cover third party costs.

Under Alternative 1, tipping fees have been increased to generate adequate reserves to fund the Solid Waste Capital Plan as well as to recover the third party costs associated with drywall, yard waste and wood waste recycling. The 2008-2012 Capital Plan includes \$20 million in infrastructure improvements required to support the growing population and increased economic activity in the RDN. Under Alternative 2, scaling back on capital expenditures will impair the waste management capacity of the RDN, therefore the most likely outcome of insufficient revenue from tipping fees to pay for necessary capital improvements will be an increase in the solid waste management tax requisition which is contrary to our current user-pay philosophy for solid waste.

CITIZENS/PUBLIC RELATIONS IMPLICATIONS

Private hauling companies and self-haul account holders have been expecting this tipping fee increase since June 2007. A full communications package will be prepared to advise all customers of this proposed January 1, 2008 rate increase, including letters to account holders, signage at both facilities, flyers, advertisements and information on the RDN web page.

ENVIRONMENTAL IMPLICATIONS

Although illegal dumping has been a long-standing concern in the RDN, it is not a significant activity. Roughly 160,000 tonnes of waste is generated annually in the RDN. More than half of this waste is recycled with the remainder going to landfill disposal. Roughly 200-500 tonnes of material is cleaned-up annually from illegal dump sites, representing less than 1% of the waste generated by businesses and residents in the RDN.

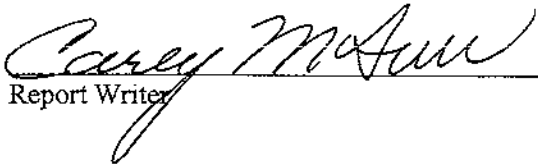
There is no evidence to support the claim that low self-haul tipping fees discourage illegal dumping. The RDN has already dedicated significant resources to address illegal dumping. In May 2007 the Board approved a new staff position to carry out illegal dumping prevention, education and enforcement duties. Combined with funds allocated to cleaning-up disposal sites, as well as waiving tipping fees for non-profit clean-up activities, the proposed 2008 budget dedicates roughly \$140,000 to addressing this matter.


SUMMARY/CONCLUSIONS

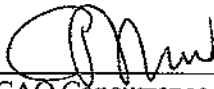
The proposed 2008 annual budget for the Regional District's solid waste management facilities includes a tipping fee increase from \$95.00 to \$100.00 per tonne. The attached Solid Waste Management Regulation Bylaw 1531 has been prepared to reflect this proposed tipping fee increase. Given the need to fund upcoming capital expenditures, the proposed bylaw eliminates the current subsidy structure that exists for small loads, in that the first 0-50 kg will be charged a minimum fee of \$5.00 while every kilogram over 51 kg will be \$10 (\$100 per tonne). The subsidy for yard waste will also be eliminated, with \$5.00 minimum fee for the first 100 kg with every kilogram over 101 kg charged at \$4.50 (\$45 per tonne). A number of minor changes are also included in this proposed bylaw amendment including prohibiting the disposal of wood waste and stewardship materials, and restricting the acceptance of materials delivered to the facilities in roll-off bins.

RECOMMENDATIONS

1. That "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007 be introduced and read three times.
2. That "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007 having received three readings be adopted.


Report Writer


General Manager Concurrence


CAO Concurrence

COMMENTS:

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1531

A BYLAW TO PROVIDE FOR THE REGULATION OF SOLID WASTE MANAGEMENT FACILITIES

WHEREAS the Regional District of Nanaimo has, pursuant to Solid Waste Disposal Local Service Establishment Bylaw No. 792, established the disposal of waste and noxious, offensive or unwholesome substances as a service;

AND WHEREAS the Regional District of Nanaimo is empowered to establish a scale of charges payable for depositing Residual Solid Waste at a Solid Waste Management Facility;

AND WHEREAS the Regional District of Nanaimo has, pursuant to *Waste Stream Management Licensing Bylaw No. 1386*, adopted to regulate the management of Municipal Solid Waste within the Regional District of Nanaimo pursuant to Section 25(3) of the *Environmental Management Act*;

AND WHEREAS the District operates Solid Waste Management Facilities for disposal of Residual Solid Waste and maintains a system to collect, remove and dispose of Residual Solid Waste and compels persons to make use of such system and the District wishes to regulate the Solid Waste Management Facilities and to establish a scale of charges payable by persons using the Solid Waste Management Facilities and compelling payment of the charges so fixed.

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

1. DEFINITIONS

In this bylaw, unless the context otherwise requires:

"Biomedical Waste" means waste as defined in the *Hazardous Waste Regulation* (British Columbia) as biomedical waste;

"Commercial Organic Waste" means compostable organic material including raw and cooked food waste from a commercial premise and includes but is not limited to:

- a) fruits and vegetables
- b) meat, fish, shellfish, poultry and bones thereof
- c) dairy products
- d) bread, pasta and baked goods
- e) tea bags, coffee grounds and filters
- f) soiled paper plates and cups

- g) soiled paper towels and napkins
- h) soiled waxed paper
- i) food soiled cardboard and paper
- j) egg shells

“Commercial Premise” means businesses and institutional facilities including educational and health care facilities described by the North American Industry Classification System, Canada 2002, amended or replaced and any successor Classification System thereunder, that generates commercial organic waste and includes but is not limited to:

- a) food wholesalers/distributors
- b) food and beverage stores
- c) hospitals
- d) nursing and other residential care facilities
- e) community food services
- f) accommodation services with food services
- g) food services and drinking places
- h) educational services with food services
- i) other facilities generating compostable organic material

“Compostable Organic Material” means vegetative matter, food processing waste, garden waste, kitchen scraps, and other organic wastes that can be composted;

“Composting Facility” means a facility that composts organic matter that may include biosolids to produce compost and holds a valid Facility License;

“Controlled Waste” means Solid Waste requiring special handling at the Solid Waste Management Facilities, and includes but is not limited to:

- a) Asbestos, dry or slurry
- b) Large dead animals
- c) Steel cables
- d) Contaminated soil
- e) Wood Waste

Special handling includes extra excavation, trenching, grinding, chipping, lining, extra cover and using extraordinary means to cover with other Solid Waste;

“Construction/Demolition Waste” means waste produced from the construction, renovation, and demolition of buildings, and other structures, but does not include waste containing or contaminated with asbestos, creosote, PCB treatments, any special waste or wood waste;

“Corrugated Cardboard” means recyclable waste from industrial, commercial or institutional sources which includes, but is not limited to containers or materials used in containers consisting of 3 or more layers of kraft paper material and having smooth exterior liners and a corrugated or rippled core, but excluding containers which are impregnated with blood, grease, oil, chemicals, food residue, wax; or have polyethylene, polystyrene, foil or other non-paper liners; or are contaminated with a material which will render the corrugated cardboard not marketable;

“Disposal Area” means those parts of a Solid Waste Management Facility currently involved in the landfilling or deposit of Solid Waste;

“Drop Off Area” means those areas of Solid Waste Management Facilities or Licensed Facilities where bins are provided for deposit of Municipal Solid Waste;

“Environmental Management Act” means the *Environmental Management Act* (British Columbia), as amended or replaced and any successor legislation and any regulations thereunder;

“Facility License” means a facility license issued by the Regional District pursuant to Regional District of Nanaimo *Waste Stream Management Licensing Regulatory Bylaw No. 1386*;

“Garden Waste” means uncontaminated vegetation removed from gardens, lawns, shrubs and trees and includes pruning from shrubs and trees to a maximum diameter of 50 mm.;

“General Manager” means the person appointed to the position of General Manager of Environmental Services from time to time by the Regional District and includes any person appointed or designated to act in his or her place;

“Gypsum” includes, but is not necessarily limited to new construction off-cuts or scraps and old wallboard that has been painted, covered in wallpaper, vinyl, ceramic tile, and lath and plaster and is removed during renovation and demolition, but excludes wallboard covered with asbestos;

“Hazardous Waste” means waste as defined in the *Hazardous Waste Regulation* (British Columbia) as hazardous waste except asbestos waste;

“Drums” means plastic or metal barrels larger than 50 litres capacity made for holding liquids;

“Ignitable” means ignitable as defined in the *Hazardous Waste Regulation* (British Columbia);

“Improperly covered or secured load” means that a load that is not properly secured, either with a tarpaulin cover or tie-down apparatus to prevent any of the load escaping, or falling off of the haul vehicle;

“Land Clearing Waste” means stumps, tops, limbs and whole trees generated from the clearing of land and the small scale harvesting of merchantable timber but does not include garden waste;

“Licensed Facility” means a facility holding a Facility License issued by the Regional District;

“Medical Facility Waste” means municipal solid waste originating from a hospital or health care facility that does not contain biomedical waste and does not require special handling;

“Metal” means recyclable ferrous and non-ferrous metallic materials which include, but are not limited to: sheet metal, siding, roofing, rebar, flashings, pipes, window frames, doors, furnaces, duct work, wire, cable, bathtubs, fencing, bicycle frames, automotive parts, machinery, appliances, garbage cans, metal furniture, tire rims and metal cans. It does not include metal that is incorporated into a product or packaging, such as a couch, that does not compose more than 50% of the product weight and that cannot be readily separated from the non-metallic components;

“Municipal Solid Waste” means refuse that originates from residential, commercial or institutional sources;

“Prohibited Waste” means a waste prohibited from disposal under Schedule ‘C’ hereto;

“Radioactive Waste” means a nuclear substance as defined in the *Nuclear Safety and Control Act* (Canada) in sufficient quantity or concentration to require a license for possession or use under that Act and regulations made under that Act;

“Reactive Waste” means waste which:

- (a) is explosive, oxidizing, or so unstable that it readily undergoes violent change in the presence of air or water;
- (b) generates toxic gases, vapours or fumes by itself or when mixed with water; or
- (c) polymerizes in whole or in part by chemical action and causes damage by generating heat or increasing in volume;

as defined in the Special Waste Regulations of the *Waste Management Act* (British Columbia);

“Recyclable Paper” means recyclable fibers, including: newspapers and inserts, magazines, telephone directories, catalogues, all office papers, envelopes, boxboard, paper bags and junk mail. It does not include: paper contaminated with food or grease, paper napkins, paper towels, tissue paper, composite paper products (e.g. paper adhered to plastic and/or metal such as tetrapaks), gable-top containers (e.g. milk cartons), waxed cardboard, wax paper, photographs and carbon paper;

“Regional District” means the Regional District of Nanaimo;

“Residual Solid Waste” means that portion of Municipal Solid Waste for which no management option exists except disposal at the Solid Waste Management Facilities but does not include Prohibited Waste;

“Roll-off Bin” means an interchangeable container that can be separated from a hauling truck through the use of a mechanism integrated into the frame of the hauling truck;

“Solid Waste Management Facilities” means the Regional Landfill and Church Road Transfer Station, and other facilities the Regional District may establish from time to time;

“Stewardship Materials” means any waste or recyclable materials included in an approved stewardship plan as defined in the Recycling Regulation of the *Environmental Management Act* (British Columbia);

“Tires” means all rubber tires;

“Wood Waste” means wood waste from construction and/or demolition that has been separated from other construction/demolition waste. The wood may be painted, but cannot have tile, gypsum, glue, carpet, dirt or soil or other non-wood materials attached.

2. CONDITIONS OF USE

- 2.1 No person shall deposit Municipal Solid Waste at a Solid Waste Management Facility, except in accordance with this bylaw.
- 2.2 No person shall deposit a Prohibited Waste at a Solid Waste Management Facility.
- 2.3 At least 24 hours notice must be given to the General Manager prior to disposal of Controlled Waste.
- 2.4 Compactor bins of 19m³ and larger from the geographical area of School District No. 69 will not be accepted at the Church Road Transfer Station but will be accepted at the Regional Landfill at a reduced rate.
- 2.5 Loads of Gypsum delivered in roll-off bins will not be accepted at the Church Road Transfer Station.
- 2.6 Loads of garden waste delivered in roll-off bins will not be accepted at the Regional Landfill or the Church Road Transfer Station.
- 2.7 Loads of wood waste delivered in roll-off bins will not be accepted at the Regional Landfill or the Church Road Transfer Station.
- 2.8 Loads of corrugated cardboard delivered in roll-off bins will not be accepted at the Regional Landfill or the Church Road Transfer Station.
- 2.9 No person shall salvage or remove material deposited at the Solid Waste Management Facilities.
- 2.10 No person shall loiter at the Solid Waste Management Facilities.
- 2.11 No person shall leave their vehicle unattended at the Solid Waste Management Facilities.
- 2.12 Any person entering the Solid Waste Management Facilities shall proceed directly to the weigh scale and then leave the Solid Waste Management Facilities without delay after unloading.

- 2.13 Persons entering the Solid Waste Management Facilities do so at their own risk. The Regional District accepts no liability whatsoever for damage and/or injury to persons or property at the Solid Waste Management Facilities.
- 2.14 Children under 13 years of age, and pets shall not be permitted at the Solid Waste Management Facilities except inside a vehicle.
- 2.15 No person shall deposit Municipal Solid Waste that does not originate from within the Regional District boundaries at a Solid Waste Management Facility.
- 2.16 Despite section 2.12, the Board may authorize deposit of Municipal Solid Waste from another regional district upon request from a regional district Board of Directors.
- 2.17 No person shall deposit Municipal Solid Waste other than at a Solid Waste Management Facility or Licensed Facility.

3. CHARGES

- 3.1 Every person depositing municipal solid waste at the Solid Waste Management Facilities shall pay to the District the applicable charges set out in Schedule 'A' hereto.
- 3.2 Notwithstanding 3.1, customer charge accounts may be established in accordance with Policies and Procedures in Schedule 'B'.

4. VIOLATIONS AND PENALTIES

- 4.1 No person shall do any act or suffer or permit any act or thing to be done in contravention of this bylaw.
- 4.2 Every person who contravenes this bylaw, by doing any act which the bylaw forbids, or omitting to do any act which the bylaw requires is guilty of an offence and is liable, on summary conviction, to a fine of not less than TWO HUNDRED DOLLARS (\$200.00) and not more than TEN THOUSAND DOLLARS (\$10,000.00). A separate offence shall be deemed to be committed upon each day during and in which the contravention occurs or continues.
- 4.3 The General Manager may prohibit a person who contravenes this bylaw from depositing Municipal Solid Waste at the Solid Waste Management Facilities.

5. REPEAL

- 5.1 "Regional District of Nanaimo Solid Waste Management Bylaw No. 1428, 2005" is hereby repealed.

6. TITLE

- 6.1 This bylaw may be cited as "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531, 2007".

Introduced and read three times this 27th day of November, 2007.

Adopted this 27th day of November, 2007.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Chairperson

Sr. Mgr., Corporate Administration

Schedule 'A'

Charges and Procedures for use of Solid Waste Management Facilities effective January 1, 2008

1. Solid Waste, excluding Controlled Waste

a)	0 – 50 kg	\$	5.00 flat rate
b)	51 kg or greater	\$	100.00/tonne
c)	51 kg or greater containing gypsum or recyclable cardboard or paper or metal or tires	\$	200.00/tonne
d)	Compactor bins delivered to the Regional Landfill from School District No. 69	\$	90.00/tonne
e)	Weighing service	\$	20.00 each
f)	Improperly covered or secured load	\$	20.00 each
g)	Construction/Demolition waste		
	(i) 0 – 5 kg	\$	5.00 flat rate
	(ii) 51 kg or greater	\$	100.00/tonne
	(iii) loads containing gypsum or recyclable cardboard or paper or metal or tires or wood waste	\$	300.00/tonne

2. Controlled Waste

a)	Asbestos	\$	200.00/tonne
b)	Large dead animals	\$	200.00/tonne
c)	Steel cables	\$	500.00/tonne
d)	Contaminated soil	\$	100.00/tonne

3. Gypsum at Church Road Transfer Station 210.00/tonne

4. Recyclable Material

a)	Garden waste:		
	i) 0 – 100 kg	\$	5.00 flat rate
	ii) 101 kg or greater	\$	45.00/tonne

b)	Wood Waste		
	(i)	0 – 50 kg	\$ 5.00 flat rate
	ii)	51 kg or greater	\$ 200.00/tonne
b)	Scrap Metal:		
	i)	0 - 500 kg	\$ 5.00 flat rate
	ii)	501 kg	\$ 50.00/tonne
c)	Newspaper, glass and metal food and beverage containers		\$ 5.00 flat rate
d)	Corrugated cardboard		
	i)	Less than 50 kg	\$ 5.00 flat rate

5. Loads containing Prohibited Waste will be charged at the rates above plus all costs associated with any special handling or removal of the Prohibited Waste.
6. In the event that the scales provided are not operational, weight shall be estimated by the Scale Clerk employed by the Regional District of Nanaimo.
7. All charges payable under this bylaw shall be paid prior to leaving the site.
8. Where the charge is based on weight, it shall be based on the difference in weight between loaded weight and the empty weight of the vehicle.

Chairperson

Sr. Mgr., Corporate Administration

Schedule 'B'

POLICIES AND PROCEDURES

Customer Charge Accounts and Collections

PURPOSE: To establish guidelines for the granting of customer credit and for the collection of customer accounts.

POLICY: Customer accounts will be established only in circumstances where the customer will be a regular user of Regional District services. All other requests for products and services must be prepaid.

PROCEDURES:

- (1) Any individual or organization wishing to establish a charge account with the Regional District of Nanaimo shall complete an **Application for Credit** as provided by the Regional District.
- (2) Exemptions from (1) above will be limited to:
 - Province of British Columbia, departments or agencies clearly identified.
 - Government of Canada, departments or agencies clearly identified.
 - Other Municipalities, Regional Districts, Towns and Villages.
- (3) Completed **Applications for Credit** will be forwarded to the originating department for recommendation and then to the accounts receivable department for verification of references and credit history.
- (4) Verified **Applications** may be approved by either the General Manager, Finance & Information Services or Deputy Treasurer. The originating department and the customer will be advised of the approval date, and charges may be accepted immediately after the approval date.
- (5) Customer invoices will be generated monthly, and will be payable upon receipt by the customer.
- (6) Customers with accounts in arrears after 30 days will be contacted requesting payment within seven working days. Failure to remit within seven days will result in a rescinding of credit and the account will be C.O.D. only.
- (7) Upon full payment of all outstanding balances a customer account may be reinstated at the discretion of the General Manager, Finance & Information Services or Deputy Treasurer.
- (8) Any customer account falling 30 days past due a second time and which is not fully paid immediately (7 working days) upon request, will be placed on C.O. D. permanently.
- (9) Any variations or exceptions to the above noted policies and procedures must have the written approval of the General Manager, Finance & Information Services or Deputy Treasurer.
- (10) At the discretion of the General Manager, Finance & Information Services, customers with accounts in arrears after 60 days will be contacted and advised that they will not deposit any further solid waste on or at the Solid Waste Management Facilities until the charge and interest owing thereon is paid in full.

Chairperson

Sr. Mgr., Corporate Administration

Schedule 'C'

"Prohibited Waste"

The following gaseous liquids and municipal solid wastes are not acceptable for disposal at a Solid Waste Management Facility and include, but are not limited to:

1. At the Regional Landfill:
 - (i) Biomedical Waste;
 - (ii) Commercial Organic Waste;
 - (iii) Concrete or asphalt pieces, or rocks greater than 0.03m³ or 70 kg;
 - (iv) Corrugated Cardboard;
 - (v) Drums;
 - (vi) Garden Waste;
 - (vii) Gypsum;
 - (viii) Hazardous Waste;
 - (ix) Ignitable Wastes;
 - (x) Land Clearing Waste;
 - (xi) Liquids, except as permitted herein;
 - (xii) Metal;
 - (xiii) Motor vehicle bodies and farm implements;
 - (xiv) Municipal Solid Waste that is on fire or smouldering;
 - (xv) Radioactive Waste;
 - (xvi) Reactive Wastes;
 - (xvii) Recyclable Paper;
 - (xviii) Stewardship Materials;
 - (xix) Special waste, as defined in the Special Waste Regulation (British Columbia) except asbestos ;
 - (xx) Tires;
 - (xxi) Wood Waste

2. At Church Road Transfer Station:
- (i) Biomedical Waste;
 - (ii) Commercial Organic Waste;
 - (iii) Concrete or asphalt pieces, or rocks greater than 0.03m³ or 70 kg;
 - (iv) Controlled Waste;
 - (v) Corrugated Cardboard;
 - (vi) Garden Waste;
 - (vii) Gypsum;
 - (viii) Hazardous Waste;
 - (ix) Ignitable wastes;
 - (x) Land Clearing Waste;
 - (xi) Liquids, except as permitted herein;
 - (xii) Metal;
 - (xiii) Motor vehicle bodies and farm implements;
 - (xiv) Municipal Solid Waste that is on fire or smouldering;
 - (xv) Radioactive Waste;
 - (xvi) Reactive Wastes;
 - (xvii) Recyclable Paper;
 - (xviii) Special waste, as defined in the Special Waste Regulation (British Columbia) except asbestos;
 - (xix) Stewardship Materials;
 - (xx) Tires;
 - (xxi) Wood Waste.



CAO APPROVAL		
EAP		
COW	✓	NW. 13th
OCT 31 2007		
RHD		
BOARD		

MEMORANDUM

TO: John Finnie
General Manager of Environmental Services

DATE: October 22, 2007

FROM: Mike Donnelly
Manager of Utilities

FILE: 5500-31-RR-01

SUBJECT: Rumming Road (Lantzville West) Water System Request for RDN Ownership and Operation - Update

PURPOSE

To advise the Board of the completed Rumming Road Water Asset Condition Study and present recommendations with regard to RDN ownership and operation of the water utility.

BACKGROUND

In April 2006 members of the Rumming Road Water System Society (RRWS) met with the Electoral Area "E" Director and RDN staff to explore the possibility of future RDN ownership of their water system. Staff outlined the process in such an initiative and noted that the first step would be to complete an asset condition study of the water system. At their June 2006 meeting, the RDN Board approved undertaking the system review.

The Ministry of Environment assisted with the review and assessment by providing \$15,000 to complete this work. Koers and Associates Engineering of Parksville were contracted by the RDN to carry out the study. Their final report was submitted in July of 2007 and is available for viewing in the Environmental Services Department.

On August 24th, 2007 RDN staff met with the society and members of the Rumming Road neighbourhood. The intention of that meeting was to present the report, to discuss issues arising and to provide additional information on the next steps in the process. At the conclusion of that meeting RDN staff requested that the society consider what they had learned and determine their position with respect to continuing the process of the RDN acquiring the system.

The society discussed this at a neighbourhood meeting held on September 16th, 2007. At that meeting the majority of property owners voted to retain the Rumming Road Water System under their society and to abandon the RDN ownership request. A letter from the RRWS President, Mr. R.F. Stauffer, detailing their response is attached to this report.

In staff discussions with the president of the RRWS he noted residents were encouraged by the outcome of the engineering review and felt that the long term viability of their system could be best achieved through the RRWS.

FINANCIAL IMPLICATIONS

There are no financial implications associated with the recommendations. Contracted engineering consultant costs for the water system review were funded by the Ministry of Environment's grant of \$15,000.

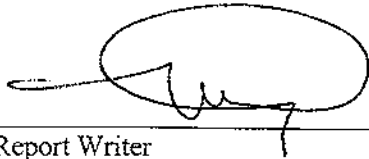
Costs associated with the Utilities Department's staff involvement in the administrative, engineering and operational tasks associated with this review were absorbed within current operational budgets.

CONCLUSIONS

The Rumming Road Asset Condition Study 2007 has been completed and, based on that study and further discussion with the RDN, the Rumming Road Water Society has determined that they do not wish to proceed with RDN acquisition of the system at this time.

RECOMMENDATIONS

1. That the Board receive the Rumming Road Asset Condition Study 2007 by Koers & Associates report for information;
2. That the Board abandon any further steps to acquire the Rumming Road Water System at this time as requested by the Rumming Road Water Society, and
3. That the Board direct staff to write to the Ministry of Environment to express appreciation for the asset study grant and advising that the residents have elected not to pursue RDN acquisition of the Rumming Road water utility at this time.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:

Donnelly, Mike

From: Robert Stauffer [r.stauff@shaw.ca]
Sent: Thursday, October 18, 2007 10:41 AM
To: Donnelly, Mike
Cc: Gene Freeborn; Heber Smith; Chris Lavis; Neil Taberner
Subject: Rumming Road Water (2004) Society Survey

To Mike Donnelly:

Subject: Rumming Road Water Society Survey Meeting Results

A meeting was called for September 16, 2007 to discuss and solicit the wishes of the residences of Rumming Road regarding the question of retaining the water system within the Water Society or turning the system over to the RDN.

There are 26 property owners that rely on the Rumming Road water system of which 24 are members of the Society. The meeting was attended by 10 members and 8 proxy votes were received for a total response of 18 out of 26 owners.

The results were as follows:

In favour of retaining the system under the society---17
Turning the water system over to the RDN-----1

Based on this, we wish to retain the water system, with the possibility of reconsideration at a future time. We found the study of our system to be very helpful and reassuring in providing a physical evaluation of the system as well as providing insight into the best method of operation. The identification of the potential chloride build up may have extended the life of the well by many years.

We wish to thank you personally for the support and guidance you provided also we wish to thank Dave Shillabeer of Koers & Associates for his contribution to the study. The site work provided by Fyfe Well Water Services and input by Ed Livingstone of Pacific Hydrology Consultants Ltd contributed immensely to the success of the effort. The financial support provided by The Provincial Government and the RDN is acknowledged and appreciated.

Robert F. Stauffer
President of the Rumming Road Water (2004) Society

10/19/2007

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGIONAL GROWTH MONITORING ADVISORY COMMITTEE/STATE OF
SUSTAINABILITY PROJECT MEETING
HELD ON WEDNESDAY, SEPTEMBER 12, 2007
IN THE COMMITTEE ROOM

Present:

Director Bill Holdom	Chair
Betty Collins	
Brian Anderson	
Janet Farooq	

Also in attendance:

Lisa Bhopalsingh	Planning Consultant
------------------	---------------------

Absent:

Director Dave Bartram	Deputy Chair
Ross Peterson	
Douglas Anderson	
Sharon Thompson	
Gordon Buckingham	
Sylvia Neden	
Adele McKillop	

CALL TO ORDER

Director Holdom called the meeting to order at 5:35 PM.

MINUTES

The minutes from the previous meeting (August 29/07) were approved.

CORRESPONDENCE

None.

OLD BUSINESS

None.

NEW BUSINESS

a) Recommendation to Support Nanaimo Airport Expansion

The Committee discussed the need to support the proposed Nanaimo Airport Expansion. It was agreed that this could be done through a recommendation during the Economic Capital meeting.

b) Aim & Purpose of the "Ideas" Report

The Committee discussed the target and format of the final "Ideas" report referring to the e-mail correspondence of those absent. There was consensus that the main audience for the report is the RDN Board of Directors, and through them, other levels of government. It would be too

challenging and distracting to attempt to reach all groups in the same document (individual, business, community etc.). It was also felt that there is a lot of existing information already targeting individual actions for improving sustainability and that there was no need to duplicate. Focusing the recommendations for the attention of the RDN Board was not considered to be an issue in terms of meeting expectations of community members/stakeholder groups who have been participating in the process.

It was agreed that the report should be short, simple and focused - no more than 6 or 8 pages. The RGMAC should prioritize and focus on things that are most important to target, with its top 10 recommendations up front.

It was proposed that the three topic areas (environmental, social and economic) would not be covered separately but mentioned under each recommendation in terms of relevance and probable directions of effects when implementing the policies.

So the report would be structured as follows:

Preamble/Executive Summary

Top ten priority recommendations

Policy Proposals RDN can change

Policy Proposals RDN should influence

Other recommendations

Policy Proposals RDN can change

Policy Proposals RDN should influence

There was discussion on how to link the recommendations to the 22 characteristics in the Final Report. Consideration was given to the fact that recommendations originating from one category have negative or positive impacts in another categories (i.e. a recommendation to make a positive social change could have negative economic consequences). It was decided that the RGMAC should speak to the potential negative/ positive impacts of their recommendations to the RDN Board. These would not be in detail, but raise issues.

There was discussion about whether or not the RGMAC are making recommendations to influence policy or putting forward policies for the RDN to consider. It was decided that the RGMAC would make recommendations that the RDN could use to develop policies. For example, "Suggest that the RDN consider setting a water use reduction target of 1% per year for all users". It was noted that the wording of each recommendation would vary depending on the issue at hand and the influence of the RDN.

It was agreed that the recommendations should also be useful for the upcoming review of the Regional Growth Strategy – thereby focusing on what the RDN can directly influence and change.

Given the limited number of meetings to develop the recommendations it was proposed that further approval/refinement of the text drafted during meetings for the recommendations could be done via e-mail. The two final RGMAC meetings could be used to prioritize and if necessary refine the recommendations.

c) Social Capital Recommendations

The Committee discussed recommendations for improving sustainability based on the Social Capital characteristics. Janet Farooq provided a handout with "A Few Social Policy Ideas

directed at the RDN" – this was used as the framework for developing the recommendations for each Social Capital characteristic. These recommendations and some discussion are summarized below.

A. Healthy residents and the availability of health care when needed.

The Committee discussed the fact that State of Sustainability Report and process so far had not discussed the need for more primary healthcare clinics throughout the Region. It was decided that a recommendation to support this was important.

Recommendations

1. While it is acknowledged that Nanaimo Regional Hospital (VIHA) is main provider of secondary and tertiary health care, it is recommend that Vancouver Island Health Authority (VIHA) ensure that there are adequate primary health care facilities* distributed throughout the Region. *Need to ensure that the correct terminology for the different levels of health care are used for this recommendation.
2. Encourage the use of Public Health Agency of Canada education programs (and other efforts) to educate young teens about problems with being teenage parents, family planning, contraception, risks of smoking and drinking, and need to access vitamin and other supplement programs.
3. Recommend an emphasis on "prevention" to reduce the need for primary health care services.
4. Promote/encourage programs to reduce traffic accident rates including mandatory testing of seniors for re-licensing and mandatory vehicle inspection.
5. Encourage municipalities and ministry of highways to implement traffic calming measures through use of photo radar and through road design to address speeding (e.g. speed bumps, four way stops etc.) and to increase safety at high risk intersections.

B. Educated and trained residents who qualify for employment

The Committee discussed the growing need for employees with a range of skills and ways of improving levels of education and training for RDN residents. It was noted that these recommendations would also address some of the Economic Capital Characteristics.

Recommendations

1. Support literacy programs for both students and adults.
2. Encourage high school students to complete Grade 12.
3. Support more apprenticeship programs through trade schools, Chambers of Commerce etc. and make apprentices more attractive to employers.
4. Support efforts to increase trade programs at Malaspina and other educational facilities.
5. Work with school districts to support better career advice programs at local high schools including involving local businesses.
6. Encourage better conditions of work for entry level workers – Recommend the RDN work with Chamber of Commerce and Province to improve conditions and opportunities for entry level workers.

C. Employed residents and a wide variety of employment opportunities.

The Committee discussed the role of the RDN in facilitating a range of employment opportunities through land use planning and the provision of a regional economic development function.

Recommendations

1. Promote and support a diversity of small home based business.
2. Develop a RDN economic development function to support economic development throughout the region.
3. Encourage the RDN to look at developing comprehensive criteria for new (greenfield) developments covering both residential and commercial areas (i.e. to institute an environmentally friendly building code including for infrastructure, green spaces, support a range of housing and employment opportunities).

D. Financially independent residents and minimal poverty.

The Committee discussed factors like low literacy that affect poverty and ways the RDN can address them.

Recommendations

1. Support opportunities for adult training and retraining, including literacy.
2. Continue support for social services provided to the poor.
3. The Committee is aware that a successful daycare program may assist in allowing the parents (often single parents) of young children to participate in the workforce.

E. Affordable housing and a variety of different types and sizes of housing to accommodate the demographics of the region.

The Committee discussed the ways in which the RDN can influence the provision of affordable and adaptable housing through exercising regulatory powers.

Recommendations

1. Encourage strategies to increase the number of subsidized housing units. For example, for those who choose to under develop (i.e. build 15 units instead of an allowed maximum of 22) require an extra 2 units be contributed to affordable housing stock.
2. Encourage senior levels of government to contribute resources to provide more affordable housing.
3. Encourage the provision of low rent housing, including housing allowances for low income families.
4. Support secondary suites throughout the Region.
5. Increase the number of units for low income seniors through public housing projects (Parksville).
6. Encourage the development of "flexible" or adaptable housing. For example, housing that can be converted easily from single family homes to suites/ apartments depending on demand.

F. Minimized need for travel by private automobile.

The Committee discussed the ways in which the RDN can discourage the use of private automobiles. It was acknowledged that some things such as reducing parking in certain areas might negatively impact those with mobility issues who need cars to access services.

Recommendations

1. Encourage nodal development including both housing and employment (services, retail, small scale industry?).
2. Encourage land use planning and design features that promote pedestrian and cycling; encourage more bike trails.
3. Encourage more efficient bus services.
4. Review and reduce parking requirements (i.e. at malls etc to discourage car use).
5. Provide education on multi-tasking and car pooling.
6. Discourage the expansion of existing roads (i.e. no more four lane areas on Departure Bay/Hammond Bay).

NEXT MEETINGS

The next meetings to develop recommendations are scheduled for the following dates: September 19th, October 10, October 24, and November 14.

The September 19th meeting will deal with recommendations for the remaining Social and Environmental Characteristics from the August 29th and September 12th meetings.

ACTIONS TO PREPARE FOR NEXT MEETING

It was proposed that the **Environmental Capital** recommendations be edited by Lisa B. to reflect the focus on the RDN Board. This includes adding a recommendation about "compulsory inspection of septic systems".

Lisa B. will forward the September 19th agenda along with the complete list of Economic Capital characteristics to allow Committee members the opportunity to prepare text to address them.

ADJOURNMENT

Director Holdom adjourned the meeting at 8:00 PM.



Chair, Director Bill Holdom

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGIONAL GROWTH MONITORING ADVISORY COMMITTEE/STATE OF
SUSTAINABILITY PROJECT MEETING
HELD ON WEDNESDAY, SEPTEMBER 19, 2007
IN THE COMMITTEE ROOM

Present:

Director Dave Bartram	Deputy Chair
Betty Collins	
Brian Anderson	
Janet Farooq	
Gordon Buckingham	
Adele McKillop	

Also in attendance:

Lisa Bhopalsingh	Planning Consultant
------------------	---------------------

Absent:

Director Bill Holdom	Chair
Ross Peterson	
Sharon Thompson	
Sylvia Neden	
Douglas Anderson	

CALL TO ORDER

Director Bartram called the meeting to order at 5:30 PM.

MINUTES

The minutes from the previous meeting (September 12th 2007) were discussed and revised. Those present at the September 12th meeting agreed that most of Janet Farooq's text amendments should be used especially those concerning the report format. It was decided that future minutes should record agreed upon recommendations.

CORRESPONDENCE

None.

OLD BUSINESS

None.

NEW BUSINESS

a) Review of Sept 12th discussion - for the benefit of absent Committee members.

Those present at the September 12th meeting discussed the rationale for the proposed report format, which involves getting rid of the three categories (Environmental, Social and Economic) and focusing on the top ten priorities (based on importance). It was noted that recommendations that did not make the "top ten" would still be documented.

It was agreed that the wording for the report section "Policy Proposals the RDN can change" be amended to "Policy Proposals the RDN should consider".

The report structure based on these discussions will be as follows:

Preamble/Executive Summary

Top ten priority recommendations

Policy Proposals RDN should consider

Policy Proposals RDN should influence

Other recommendations

Policy Proposals RDN should consider

Policy Proposals RDN should influence

b) Social Capital Recommendations Continued from Sept. 12th.

The Committee reviewed, discussed and amended the draft Social Capital recommendations. All amendments are recorded in the "Social Capital Recommendations Draft 2" document. Some of the key amendments and discussion are summarized below:

- A 2 - It was noted that Malaspina University College may become Malaspina University in January/February 2008 and based on the timing of the completion of the final report this name change should be reflected.
- It was noted that the RDN contributes a significant amount of money to the Nanaimo Regional General Hospital (NRGH) yet the RDN Board has no influence on how this money is used. The following recommendations were proposed to address this:

Recommend that the RDN work with VIHA and the Ministry of Health Province to have elected RDN Board representation on the VIHA Board of Directors

Support the further development of Nanaimo Regional Hospital (NRH) as the main provider of Secondary and Tertiary health care.

- **C3** – There was debate over the disadvantages and advantages of supporting new transportation links on and off the island (i.e. would better transportation lead to unsustainable population growth in the region and/ promote more employment opportunities?). It was decided to move this recommendation to Economic Capital for further discussion.
- It was agreed that Lisa would follow up with Paul Thompson with regard to questions about the following recommendations:

D1 - Regarding the term "Social Zoning" - does the RDN typically use another term (that would be more easily understood) for zones that allow a multitude of social land uses – for example "Community Use"?

E 2 - The Committee debated the merits of allowing secondary suites in only Residential 1 (RS1) Zones. The Committee discussed allowing secondary suites where septic/sewer and water meet Provincial health standards for the size of the dwelling unit and number of people using these systems. Furthermore, would permitting secondary suites in "Rural Residential" areas where there is adequate septic and water capacity conflict with the RGS? The committee also discussed the need to ensure some form of building inspection to ensure secondary suites meet a certain standard.

The Committee discussed and agreed upon the following draft recommendations for the final Social Capital characteristic:

F. High level of safety where residents care for and respect one another

Recommendations the RDN Should Influence

1. Support and promote more education on crime and consequences, especially for juveniles.
2. Support and promote the use of schools and community centres, for community based activities.
3. Promote more interaction between the RCMP and the public to increase mutual understanding and respect.

Recommendations the RDN Should Consider

1. Encourage more use of regional parks, recreational facilities, and cultural programs.
2. Maintain and improve policies related to parks, recreation and cultural programs.
3. Ensure policies for acquiring parks through development and/or environmental protection meet community needs for social gathering, recreation, and cultural activities.
4. Campaign on voting as a civic duty, not just a right.

c) Environmental Capital Recommendations Continued from Aug. 29th

The Committee, reviewed, discussed and amended the draft Environmental recommendations. All amendments are recorded in the "Environmental Capital Recommendations Draft 3" document.

It was agreed that Lisa B. would verify the following prior to the next meeting:

- The correct terminology for the watershed management philosophy promoted by Wil Marsh.
- That requiring building permits and inspection are related but separate functions. The issue here is should the report recommend Region wide Building Inspection or Building Permits as the acceptable terminology?

The following additional recommendations were added for the remaining Environmental Capital Characteristics:

E. Energy requirements are reduced, and/ energy is obtained in ways that minimize negative impacts on the environment and greenhouse gases are minimized.

Recommendations the RDN Should Influence

1. Support BC Hydro's power smart program.
2. Support alternate energy initiatives by the Federal and Provincial government and private industry (e.g. Small scale hydro electric power, wind, solar, geothermal etc.).
3. Continue to support and if possible expand methane recovery at the RDN landfill.
4. Support government initiatives to support alternate fuel for private vehicles.

Recommendations the RDN Should Consider

1. Adopt policies that Work towards energy self sufficiency.
2. Exceed targets to conserve and reduce energy consumption in the corporate RDN workplace as outlined in the Corporate Climate Change Plan

F. Land and resources are efficiently used, and the negative impacts of land use and development are minimized.

Recommendations the RDN Should Influence

1. Encourage existing industry and institutions to take steps to reduce environmental impacts.

Recommendations the RDN Should Consider

1. Ensure that the RGS is monitored and adhered to throughout the RDN and member municipalities.
2. Use the RDN's 'Sustainability Checklist' to monitor and set targets to improve sustainability within the Electoral Areas and encourage the RDN member municipalities to adopt a Sustainability Checklist approach to development.

G. Waste is minimized, treated, and disposed using environmentally sound methods.

Recommendations the RDN Should Influence

1. Adopt mandatory inspection of septic systems. This should be moved to "recommendations the RDN should consider"

Recommendations the RDN Should Consider

1. Continue to support the RDN waste recycling efforts including food composting.

d) Economic Capital Recommendations

Janet Farooq provided a handout for proposed Economic Capital Recommendations for the Committee to review. It was decided that the Economic Recommendations would be addressed at the October 10th meeting.

e) RDN Board and Report

Hope was expressed that the RDN Board would adopt the final report and it was proposed that members of the RGMAC should speak to the Board about the top ten priorities.

NEXT MEETINGS

The next meetings to develop and prioritize recommendations are scheduled for the following dates: October 10, October 24, and November 14.

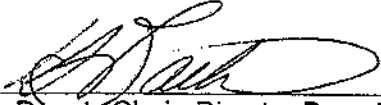
The October 10th meeting will deal with the remaining recommendations for the Environmental and Economic Capital.

ACTIONS TO PREPARE FOR NEXT MEETING

Lisa B. will forward the revised September 12th minutes, the September 19th minutes and the October 10th agenda. Based on the meeting discussion/decisions, Lisa B. will follow up on questions identified and circulate a revised version of the Environmental Capital and Social Capital recommendations. Lisa B. will also add to Janet Farooq's list of Economic Capital Recommendations (making it clear where changes have been made) and circulate before the October 10th meeting.

ADJOURNMENT

Director Bartram adjourned the meeting at 8:35 PM.

A handwritten signature in black ink, appearing to read "D. Bartram", written over a horizontal line.

Deputy Chair, Director Dave Bartram

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGIONAL GROWTH MONITORING ADVISORY COMMITTEE/STATE OF
SUSTAINABILITY PROJECT MEETING
HELD ON WEDNESDAY, OCTOBER 10, 2007
IN THE COMMITTEE ROOM

Present:

Director Bill Holdom	Chair
Director Dave Bartram	Deputy Chair
Betty Collins	
Ross Peterson	
Janet Farooq	
Gordon Buckingham	
Sharon Thompson	
Brian Anderson	

Also in attendance:

Lisa Bhopalsingh	Planning Consultant
------------------	---------------------

Absent:

Sylvia Neden
Douglas Anderson
Adele McKillop

CALL TO ORDER

Director Holdom called the meeting to order at 5:30 PM.

MINUTES

The minutes from the previous meetings (September 12th and 19th 2007) were adopted.

CORRESPONDENCE

None.

OLD BUSINESS

None.

NEW BUSINESS

a) Review of discussion on recording recommendations in a rolling draft and minutes

It was decided that future minutes would be more concise and any references to report recommendations would make it clear that these are draft/possible recommendations. On-going changes to recommendations following each meeting will be recorded in a rolling draft of the final report.

Linkages and parallels between the draft recommendations with the RGS were discussed in terms of relevance and the need to emphasize certain areas that could be improved/strengthened.

Ways of categorizing and organizing the recommendations for the report were discussed. The idea of using a table to do a basic analysis of how the draft recommendations achieve environmental, social and economic sustainability was suggested. It was agreed that Lisa B. would use the headings suggested by Betty Collins as a starting point to organize the

recommendations (these included: transportation, development, health and safety, land resources, forestry, air and water).

b) Environmental Capital Recommendations Continued from Sept. 19th.

The Committee reviewed, discussed and amended the draft Environmental Capital recommendations for a characteristic not yet addressed - **'Waste is minimized, treated, and disposed using environmentally sound methods'**.

The issue was raised that none of the draft Environmental Capital recommendations address biodiversity. It was agreed that Lisa B. would develop a recommendation that addresses the need to preserve/protect and enhance biodiversity in the RDN.

Amendments and additions to the draft Environmental Capital recommendations were discussed referencing Ross Peterson's "Comments on October 5th Draft" document. It was agreed that Ross Peterson would provide Lisa B. with amended text to combine two draft recommendations relating to pro-active environmental protection.

c) Economic Capital Recommendations

The Committee, reviewed, discussed and amended the draft Economic recommendations that were circulated via e-mail based upon Janet Farooq's draft Economic recommendations. Redundancies with Social Capital recommendations were addressed.

d) Social Capital Recommendations

The Committee reviewed, discussed and amended the draft Social Capital recommendations for a characteristic not yet addressed - **'Variety of Opportunities for Residents to Interact with Each other and Nature'**.

NEXT MEETINGS

The next meetings to develop and prioritize recommendations are scheduled for the following dates: **October 24, and November 14.**

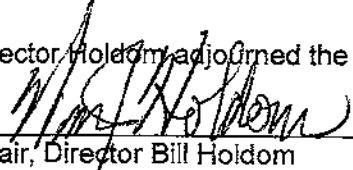
The October 24th meeting will include a review of how the draft recommendations have been categorized/organized and ways of prioritizing the recommendations.

ACTIONS TO PREPARE FOR NEXT MEETING

Lisa B. will circulate the October 10th minutes and October 24th agenda. Based on the meeting discussion/decisions, Lisa B. will organize the draft recommendations into the suggested categories and circulate a revised rolling draft for the committee to review prior to the October 24th meeting. This draft will include a draft recommendation to address biodiversity and Ross Peterson's agreed upon environmental amendments to the rolling draft.

ADJOURNMENT

Director Holdom adjourned the meeting at 8:30 PM.



Chair, Director Bill Holdom

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGIONAL GROWTH MONITORING ADVISORY COMMITTEE/STATE OF
SUSTAINABILITY PROJECT MEETING
HELD ON WEDNESDAY, OCTOBER 24, 2007
IN THE COMMITTEE ROOM

Present:

Director Bill Holdom	Chair
Director Dave Bartram	Deputy Chair
Betty Collins	
Ross Peterson	
Janet Farooq	
Gordon Buckingham	
Brian Anderson	

Also in attendance:

Lisa Bhopalsingh	Planning Consultant
------------------	---------------------

Absent:

Sylvia Neden
Douglas Anderson
Adele McKillop
Sharon Thompson

CALL TO ORDER

Director Holdom called the meeting to order at 5:30 PM.

MINUTES

The minutes from the previous meeting (October 10th) were adopted.

CORRESPONDENCE

None.

OLD BUSINESS

None.

NEW BUSINESS

a) Review of new Social Recommendations

Further to e-mail comments on prior drafts of the report containing 'weak' social recommendations, the Committee discussed the role and ability of the RDN to influence improving social conditions. The Committee reviewed and agreed upon additional social recommendations that better reflected the need to improve the social indicators and issues documented in the "Prospering Today, Protecting Tomorrow: State of Sustainability of the Regional District of Nanaimo" (SoS) report.

b) Discussion on most recent draft of the "Ideas" report

The Chair thanked Committee members for their ongoing work outside of the meetings to edit the rolling draft. The Committee decided to work from the most recent draft of the report edited by Janet Farooq. This draft was edited for redundancies and some of the categories reorganized.

Document Format/ Organization

It was agreed that final report would be organized into the following categories: (1) Community Wellbeing, (2) Regional Growth and Development, (3) Environmental Health and (4) Economic.

It was decided that all of the recommendations would not be prioritized (i.e. into a 'Top Ten') however, the Committee agreed that the "Community Wellbeing" category should be placed first followed by the categories identified above. The rationale for this was that the Social Capital research shows poor/worsening conditions. Furthermore, there has been limited influence/action taken by the RDN in this area compared to other areas such as Environmental Capital where the RDN has been making good progress over the years.

For ease of working with the recommendations in the final report, it was decided to number each recommendation consecutively rather than have recommendations numbered under each category heading.

Preamble

The need to link the final report back to the SoS report and other workshops/documents was discussed. It was agreed that the report's preamble will make reference to these. In addition the preamble will discuss the role of the Regional Growth Strategy (RGS) in creating the RGMAC and the relationship/linkages between the RGS and the final report. Where relevant, footnotes will be used to note recommendations that highlight/re-emphasize existing RGS policies.

Furthermore, it was agreed that a brief context statement would precede the recommendations under each category. This context statement would make reference to a summary of the indicators relating to each category.

Report Workshop

The Committee agreed that after the report is finalized, that they would make themselves available to the RDN Board and Staff to provide them with an opportunity to ask questions and find out more about the background to some of the recommendations contained in the report.

NEXT MEETINGS

The next meeting is scheduled for: **December 12th**.

The Sustainability Awards will be on the December 12th agenda and this will likely be the last meeting to review and finalize the draft report.

ACTIONS TO PREPARE FOR NEXT MEETING

Lisa B. will circulate the October 24th minutes and December 12th agenda. Based on the meeting discussion/decisions, Lisa B. will organize the draft recommendations into the revised categories, write the preamble and context statements and circulate revised rolling draft/s for the committee to review prior to the December 12th meeting. Prior to December 12th Lisa B. and Bill H. will get together to work on refining the text/formatting the draft report.

ADJOURNMENT

Director Holdom adjourned the meeting at 8:30 PM.

Chair, Director Bill Holdom

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA 'G' PARKS AND OPEN SPACE ADVISORY
REGULAR COMMITTEE MEETING
SEPTEMBER 13, 2007

Oceanside Place, Parksville, BC

Attendance: Joe Stanhope
Jacquelin Thompson
Aileen Fabris
Jo-ann Chase (Chair)
Inger Weber
Brian Coath

Staff: Jonathan Lobb, Parks Operation Coordinator

CALL TO ORDER

The Chair called the meeting to order at 7:00pm.

MINUTES

MOVED A. Fabris, SECONDED B. Coath, that the Minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee Meeting held September 13, 2007, be approved.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Dashwood Community Park – Mr. Lobb stated that the garbage pick-up request has been approved and will be implemented in the spring of 2008.

SPORRA Garbage - Mr. Lobb noted the following three components of the SPORRA request:

- the cans must be large enough to reduce overflow onto the surrounding land.
- a vehicle barricade is needed to reduce vehicle access allowing the indiscriminate dumping of household/other garbage that is non visitor in nature. Vehicle access and parking by the river bank has caused degradation of the river bank itself causing soil compaction. This will require rehabilitation in the near future and will be costly.
- a community feedback survey to determine the reaction to a vehicle barrier, such as large rocks, and community volunteers to survey and oversee that garbage is managed according to need are required.

Mr. Lobb noted the RDN Parks and Trail Coordinator, Joan Michel, will contact the resident landowners this fall.

REPORTS

Director's Report

The Top Bridge Crossing Opening will be celebrated as a part of the BC River's Day celebration on Sunday, September 30, 2007, at 11:00am.

The Regional Growth Strategy Plan meeting will be held early in the fall to give the entire community the opportunity to view the plan and give input.

There will be fourteen different opportunities for community input on the Official Community Plan. The hosting sites will be Oceanside Place, on Wednesdays and Beach Acres, on Mondays, between 3:00 and 8:00pm.

A community composting service, the Household Organic Pilot Project, will be offered in a few communities through out the District during the next few months.

Regional and Community Parks Function Report

Mr. Lobb thanked volunteers Mr. J. Evans for his hard work during the clean-up of Boulton Park and Ms. J. Chase for her contribution to Hawthorne Park in supporting the volunteers with their involvement.

Mr. Lobb also reported rip rap will be installed along the river bank at Miller Road to prevent further erosion upon approval from DFO.

ROUND TABLE

Ms. Chase will contact Wendy Marshall, Manager of Park Services, with regard to a possible public trail on the D. MacMillan property in Dashwood.

Ms. Chase reported on the trail clearing at Boulton Park and noted Mr. J. Evans, a neighbour to the park, had been instrumental in much of the clean-up.

ADJOURNMENT

MOVED B. Coath, SECONDED J. Thompson, that the meeting be adjourned at 8:35pm.

CARRIED

NEXT MEETING:

Next meeting to be held Thursday, November 8, 2007, at 7:00pm
Oceanside Place

Chair

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR
MEETING HELD ON THURSDAY, OCTOBER 18, 2007

Attendance:

Frank Van Eynde
Eve Flynn
Patty Biro

Reg Nosworthy
Teresa Patterson
Jack Wilson

Dave Bartram
Jo-ann Chase

Staff:

Tom Osborne, General Manager of Recreation and Parks
Dan Porteous, Manager of Recreation Services
Marilynn Newsted, Recording Secretary

CALL TO ORDER

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

MINUTES

- 3.1 MOVED Commissioner Bartram, SECONDED Commissioner Biro, that the Minutes of the District 69 Recreation Commission meeting held September 20, 2007, be approved. CARRIED
- 3.2 MOVED Commissioner Flynn, SECONDED Commissioner Chase, that the Minutes of the District 69 Recreation Commission Grants Committee meeting held October 2, 2007, be approved. CARRIED

COMMUNICATION/CORRESPONDENCE

- 4.1 MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the Correspondence from L. Taylor, City of Parksville, re: 2008 Permissive Taxation Exemption, be received. CARRIED

FUNCTION REPORTS

- 5.1 Mr. Porteous reviewed the Recreation Services Function Report highlighting the following items:
- Approximately 230 participants raised almost \$9,000 at the 2007 Terry Fox Run held September 16.
 - One hundred sixty-five people have registered for the Oceanside Walking Challenge program.
 - A new program called "Free to Be Me!" for children with disabilities such as autism has begun at Ravensong Aquatic Centre. The program is run with the assistance of the Ministry and with the provision of an Occupational Therapist.
 - A new Zamboni was delivered to Oceanside Place this week.

- The Positive Ticket program through the RCMP is operating successfully, providing youth with free passes to Recreation and Parks swimming and skating facilities when “caught” doing good things in the community.
- Diabetes Association representatives will meet with programmers to explore opportunities to develop new programs for cardiac rehab patients.
- Jennifer Browett, Recreation Programmer, continues to work with the Family Resource Association on the Youth Outreach Bus concept, which should be operating in the community by the end of October.
- A permanent full time Recreation Programmer position doing arena programming in Oceanside Place should be filled by the end of next week.
- Staff will begin the process of filling the temporary part time Recreation Programmer position for Electoral Area ‘H’ next week.
- All skate staff are in place for the coming season.
- The RDN approved a three year Collective Agreement for the period January 2007 to December 2009.

5.2 Mr. Osborne reviewed the Regional Parks and Trail and Community Parks (EA ‘E’ – ‘H’) Report highlighting the following items:

- Several trees in the Crow’s Nest Community Park were cut down by one of the park’s neighbours. The neighbour has agreed to replace the trees.
- The official opening of the French Creek Community School playground was held September 27.
- The Top Bridge Crossing Official Opening took place September 30.
- An Englishman River Regional Park Management Plan Open House held October 17, 2007, at Oceanside Place, was quite well attended. Approximately 25 people attended the walk through presentation during the day and about 25 to 30 the presentation and workshop in the evening. The plan was well received. The most contentious items noted by participants were that the park is a conservation area the horse riding community wanting to cross the river.

MOVED Commissioner Bartram, SECONDED Commissioner Patterson, that the Function Reports be received.

CARRIED

NEW BUSINESS

8.1 MOVED Commissioner Biro, SECONDED Commissioner Chase, that the following District 69 Recreation Community and Youth Recreation Grants be approved:

Community Group	
Arrowsmith Mountain Bike Club – bikes for financially needy youth	2,500
District 69 Family Resource Association – youth bus retrofit	4,767
District 69 Minor Softball – uniforms and equipment	2,625
KSS Dry Grad	1,250
Oceanside Baseball – batting cage equipment	2,500
Parksville Curling Club – junior program equipment	2,000
Total	\$15,642

Community Group	
Dashwood Recreation Commission – playground equipment	4,000
Errington Therapeutic Riding Association – insurance	1,000
Panters Hockey – goalie equipment	2,140
Rotary Club of Qualicum Beach – facility rental	2,875
Total	\$10,015

CARRIED

- 8.2 Mr. Osborne gave an overview of the Disclosure of Conflict information provided to the Commissioners. He stated the Recreation Commission does follow the protocol of the Board which is governed by Local Government Act. Mr. Osborne stated that should a Commissioner feel that they are in a situation of conflict or perceived situation of conflict, they should excuse themselves from the meeting after stating the reason for their withdrawal. However, Mr. Osborne noted, the Commissioner could relay any pertinent factual history or information on the item to the Commission prior to their withdrawal, so the remaining Commission Members may make an informed decision on the matter before them.

COMMISSIONER ROUNDTABLE

Commissioner Flynn noted final school enrollment figures should be received soon.

Commissioner Flynn reported the deadline set for the Healthy Schools initiative is January 2008 for elementary schools and September 2008 for high schools. The initiative requires that all vending machines must only offer healthy items. Commissioner Flynn stated the elementary schools would not be impacted as they do not offer vending services. However, the vending machines in the high schools will need to be adjusted to comply. Commissioner Flynn stated there is a possibility that fund raising may also be included in the initiative. If that is so, the possibility of selling, for instance chocolate covered nuts etc, may not be possible and would cause concern about future fund raising efforts of the schools.

Commissioner Flynn reported Ballenas Secondary School is one of the schools participating in the new Veggie and Snack Program. Every two weeks the school receives numerous boxes of the chosen veggie or snack of the week for distribution to the students.

Commissioner Wilson reported the lower field in Qualicum Beach Community Park is open again after being closed for almost one and half years for upgrading.

Commissioner Wilson reported the field lighting project is nearing completion. Once completed, and the fields are rejuvenated, two soccer fields and three adult fields will be available for use. Commissioner Wilson noted that should there be a need for another soccer field in the district, an additional field could be installed in the community park by rotating the layout 90 degrees.

Commissioner Nosworthy reported the French Creek Community School Playground official opening held in September was well received and all the children participated in the event.

Commissioner Biro reported four new programs, Soccer for 4 to 7 years olds, Yoga, Drop-In Adult Volleyball and Youth Floor Hockey are being offered in Area 'H' this fall.

Commissioner Biro reminded all, the traditional Halloween Party will be held October 27, 2007, with fireworks, costumes and a family dance.

Commissioner Biro noted two Malaspina College/University students will be assisting the Lighthouse Recreation Commission search for grants for community projects as their work assignment this fall.

ADJOURNMENT

MOVED Commission Flynn, SECONDED Commissioner Wilson, that the meeting be adjourned at 2:40pm.

CARRIED

NEXT MEETING

Thursday, November 22, 2007
2:00pm, at Oceanside Place, Multipurpose Room

Frank Van Eynde, Chair