

**REGIONAL DISTRICT OF NANAIMO**  
**REGULAR BOARD MEETING**  
**TUESDAY, MARCH 24, 2009**  
**(immediately following the Hospital Board meeting)**  
  
***(RDN Board Chambers)***

**A G E N D A**

**PAGES**

- 1. CALL TO ORDER**
- 2. DELEGATIONS**  
  
15-18            **Richard Crowley, Mount Arrowsmith Biosphere Foundation**, re Foundation Overview & Update.
- 3. BOARD MINUTES**  
  
19-32            Minutes of the regular Board meeting held February 24, 2009 and the Special Board meeting held March 10, 2009.
- 4. BUSINESS ARISING FROM THE MINUTES**
- 5. COMMUNICATIONS/CORRESPONDENCE**  
  
33-34            **Trevor Scott**, re Development Variance Permit Application No. 90821 – 2486 Pylades Drive – Area ‘A’.
- 35-36            **Zita Hartman**, re Development Variance Permit Application No. 90821 – 2486 Pylades Drive – Area ‘A’.
- 37-39            **Petition**, re Development Variance Permit Application No. 90821 – 2486 Pylades Drive – Area ‘A’.
- 40-42            **Pam Robertson & Steve Busswood, Bed and Breakfast on the Green**, re Development Variance Permit Application No. 90901 – J. Hazlewood – 3551 Collingwood Drive – Area ‘E’.
- 43                **Joan Cawood**, re Development Variance Permit Application No. 90901 – J. Hazlewood – 3551 Collingwood Drive – Area ‘E’.

6. UNFINISHED BUSINESS

BYLAWS

Public Hearing & Third Reading.

44-49            **Report of the Public Hearing held February 19, 2009 with respect to Bylaw Amendment No. 500.347 – Morgan – 1170 Spider Lake Road – Area ‘H’.** (Electoral Area Directors except EA ‘B’ – One Vote)

1. *That the Report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held February 19, 2009 as a result of public notification of “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009” be received.*
2. *That “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009” be given 3<sup>rd</sup> reading.*
3. *That the conditions as outlined in Schedule No. 1 be completed by the applicant to the satisfaction of the Regional District prior to consideration of adoption of Bylaw No. 500.347, 2009*

This bylaw rezones Lot 20, Block 360, Newcastle District, Plan 37698 from Subdivision District ‘B’ to Subdivision District ‘CC’ in order to facilitate a 2-lot subdivision of the parent parcel.

50-58            **Report of the Public Hearing held March 9, 2009 with respect to Amendment Bylaw No. 500.348 – Signal Road Pharmacy Ltd. & Walbern Ventures Inc.– Claudet & Prawn Roads – Area ‘E’.** (Electoral Area Directors except EA ‘B’ – One Vote)

1. *That the Report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing March 9, 2009 as a result of public notification of “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009” be received.*
2. *That “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009” be given 3<sup>rd</sup> reading.*
3. *That the conditions as outlined in Schedule No. 1 be completed by the applicant to the satisfaction of the Regional District prior to consideration of adoption of Bylaw No. 500.348, 2009*

This bylaw rezones Lot 1, District Lot 84, Nanoose District, Plan 47545 from Rural 5 Subdivision District ‘D’ (RU5D) and Lot 2, Plan 47545 and Lot A, Plan VIP80224, both of District Lot 84, Nanoose District, from Resource Management 3 Subdivision District B (RM3B) to Rural 10 (RU10) Subdivision District ‘Z’ in order to facilitate the development of a 5-lot subdivision.

**For Adoption.**

**Bylaw No. 947.05 – Fairwinds Sewer Service Boundary Extension.** (All Directors – One Vote)

*That “Fairwinds Sewerage Facilities Local Service Area Amendment Bylaw No. 947.05” be adopted.*

This bylaw extends the boundaries of the Fairwinds Sewer Service area to include one additional property.

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

**7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE**

59-60 Minutes of the Electoral Area Planning Committee meeting held March 10, 2009. (for information)

**PLANNING**

***DEVELOPMENT VARIANCE PERMIT APPLICATIONS***

**Development Variance Permit Application No. 90813 & Request for Relaxation of the Minimum Frontage Requirement – K & B Scott – 961 Clarke Road – Area ‘F’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Variance Permit Application No. 90813.**

*That Development Variance Permit Application No. 90813 submitted by K & B Scott, in conjunction with the subdivision on the parcel legally described as Lot A (DD 3792N) of Lot 1, District Lot 74, Newcastle District. (Part of which is situated in Cameron District), Plan 2002, Except Parts in Plans VIP72673 and VIP80243 and located at 961 Clarke Road within Electoral Area ‘F’, be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report and to the notification requirements pursuant to the Local Government Act.*

**Development Variance Permit Application No. 90821 – F. Crucil & M. Coles – 2486 Pylades Drive – Area ‘A’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Variance Permit Application No. 90821.**

*That Development Variance Permit Application No. 90821 submitted by Frank Crucil and Mindy Coles to vary the maximum height of structures in the WAI zone for the foreshore property adjacent to Lot 5, Section 8, Range 6, Cedar District, Plan 35929 be denied; and further that the issue of regulating docks and structures on the foreshore of Electoral Area ‘A’ be referred to the Electoral Area ‘A’ OCP Review Citizens Advisory Committee for consideration and discussion in accordance with the Electoral Area ‘A’ OCP Review Terms of Reference.*

**Development Variance Permit Application No. 90901 – J. Hazlewood – 3551 Collingwood Drive – Area ‘E’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Variance Permit Application No. 90901.**

*That Development Variance Permit Application No. 90901 submitted by Jim Hazlewood for the property legally described as Lot B, District Lot 8, Nanoose District, Plan VIP77476 be approved subject to Schedules No. 1 to 3 of the staff report and the notification requirements pursuant to the Local Government Act.*

**Development Variance Permit Application No. 90902 – E. Guenther/J. Hazlewood – 3466 Simmons Place – Area ‘E’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Variance Permit Application No. 90902.**

*That Development Variance Permit Application No. 90902 submitted by Jim Hazlewood for the property legally described as Strata Lot 56, District Lot 78, Nanoose District, Strata Plan VIS3393 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form 1 to legalize the height of an existing dwelling unit with a maximum height of 8.15 metres be approved subject to Schedules No. 1 to 3 of the staff report and the notification requirements pursuant to the Local Government Act.*

## 7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

61-70 Minutes of the Committee of the Whole meeting held March 10, 2009. (for information)

## COMMUNICATIONS/CORRESPONDENCE

**Phil Marchant and Cleone Ratcliffe, re Outdoor Burning, Area ‘B’.** (All Directors – One Vote)

*That the correspondence from Phil Marchant and Cleone Ratcliffe regarding outdoor burning in Electoral Area ‘B’ be received.*

**Tom Campbell, Royal Canadian Legion, re Request for Remembrance Project Support.** (All Directors – One Vote)

*That the correspondence from the Royal Canadian Legion requesting the Regional District’s support for the Legion’s Remembrance Project, be received.*

**Blaine Sepos, Occanside Tourism Association, re 2008 Fourth Quarter Progress Report.** (All Directors – One Vote)

*That the correspondence from the Occanside Tourism Association including their 2008 fourth quarter progress report, be received.*

## **CORPORATE ADMINISTRATION SERVICES**

**Renewal of Property Management Services Contract – DTZ Barnicke.** (All Directors – Weighted Vote)

*That the Board renew its property management services contract with DTZ Barnicke for a further two year term expiring in March 2011.*

**Grants-in-Aid Advisory Committee.** (All Directors – One Vote)

- 1. That the Grants-in-Aid Policy No. A1.28 be approved with the amendments as presented.*
- 2. That the Grants-in-Aid Advisory Committee Terms of Reference be approved as presented.*

## **FINANCE AND INFORMATION SERVICES**

### **FINANCE**

**Operating Results to December 31, 2008.** (All Directors – One Vote)

*That the summary report of financial results from operations to December 31, 2008 be received for information.*

**Bylaw No. 1570 – Regional District of Nanaimo 2009 to 2013 Financial Plan.**

(All Directors – Weighted Vote)

- 1. That "2009 to 2013 Financial Plan Bylaw No. 1570, 2009" be introduced and read three times.*

(All Directors – 2/3 Weighted)

- 2. That "2009 to 2013 Financial Plan Bylaw No. 1570, 2009" be adopted.*

**2009 Parcel Tax Rate Bylaws.**

**Bylaw No. 1567 – Water Services Parcel Tax Rates.**

(All Directors – One Vote)

- 1. That "Water Services Parcel Tax Rates Bylaw No. 1567, 2009" be introduced and read three times.*

(All Directors – 2/3)

- 2. That "Water Services Parcel Tax Rates Bylaw No. 1567, 2009" be adopted.*

**Bylaw No. 1568 – Sewer Services Parcel Tax Rates.**

(All Directors – One Vote)

1. *That “Sewer Services Parcel Tax Rates Bylaw No. 1568, 2009” be introduced and read three times.*

(All Directors – 2/3)

2. *That “Sewer Services Parcel Tax Rates Bylaw No. 1568, 2009” be adopted.*

**Bylaw No. 1569 – Fire Protection Services Parcel Tax Rates.**

(All Directors – One Vote)

1. *That “Fire Protection Services Parcel Tax Rates Bylaw No. 1569, 2009” be introduced and read three times.*

(All Directors – 2/3)

2. *That “Fire Protection Services Parcel Tax Rates Bylaw No. 1569, 2009” be adopted.*

**Amendment Bylaw No. 1336.06 – Driftwood Water Service Parcel Tax Rate.**

(All Directors – One Vote)

1. *That “Driftwood Water Supply Service Area Parcel Tax Rate Amendment Bylaw No. 1336.06, 2009” be introduced and read three times.*

(All Directors – 2/3)

2. *That “Driftwood Water Supply Service Area Parcel Tax Rate Amendment Bylaw No. 1336.06, 2009” be adopted.*

**Amendment Bylaw No. 1483.03 – Barclay Crescent Sewer Service Parcel Tax Rate.**

(All Directors – One Vote)

1. *That “Barclay Crescent Sewer Service Area Parcel Tax Rate Amendment Bylaw No. 1483.03, 2009” be introduced and read three times.*

(All Directors – 2/3)

2. *That “Barclay Crescent Sewer Service Area Parcel Tax Rate Amendment Bylaw No. 1483.03, 2009” be adopted.*

**Amendment Bylaw No. 1525.01 – Crime Prevention and Community Justice Support Service Parcel Tax Rates.**

(All Directors – One Vote)

1. *That "Crime Prevention and Community Justice Support Service Parcel Tax Rates Bylaw No. 1525.01, 2009" be introduced and read three times.*

(All Directors – 2/3)

2. *That "Crime Prevention and Community Justice Support Service Parcel Tax Rates Bylaw No. 1525.01, 2009" be adopted.*

**DEVELOPMENT SERVICES**

**BUILDING & BYLAW**

**Property Maintenance Contravention – 2128 Minto Avenue – Area 'A'.** (All Directors – One Vote)

**Delegations wishing to speak to Property Maintenance Contravention at 2128 Minto Avenue – Area 'A'.**

*That should this matter not be rectified by March 24, 2009, pursuant to "Regional District of Nanaimo Unsightly Premises Regulatory Bylaw No. 1073, 1996", the Board directs the owner to remove from the premises those items as set out in the attached Resolution within fourteen (14) days, or the work will be undertaken by the Regional District of Nanaimo's agents at the owner's cost.*

**EMERGENCY PLANNING**

**Use of RDN Transit Buses During an Emergency or Disaster.** (All Directors – One Vote)

1. *That the Use of Transit Buses During an Emergency or Disaster Policy be approved.*
2. *That the updated Policy be included in the RDN Emergency Plan and distributed to stakeholder groups.*

**TRANSPORTATION AND SOLID WASTE SERVICES**

**TRANSPORTATION**

**2009 Transit Expansion Update.** (Nanaimo, Lantzville, Parksville, Qualicum Beach EAs 'A' 'C' 'E' 'G' – Weighted Vote)

*That the report on the 2009 Transit expansion be received for information and that staff reduce the Transit budget by \$48,000.*

## **SOLID WASTE**

### **Amendment Bylaw No. 1531.01 - Solid Waste Management Regulation.**

(All Directors – Weighted Vote)

1. *That "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531.01, 2009" be introduced and read three times.*

(All Directors – 2/3 Weighted)

2. *That "Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531.01, 2009" be adopted.*

### **Amendment Bylaw No. 1009.12 - Garbage and Recyclable Materials Collection Rates.**

(All – Weighted Vote)

1. *That "Regional District of Nanaimo Garbage and Recyclable Materials Collection Rates Amendment Bylaw No. 1009.12, 2009" be introduced and read three times.*

(All – 2/3 Weighted)

2. *That "Regional District of Nanaimo Garbage and Recyclable Materials Collection Rates Amendment Bylaw No. 1009.12, 2009" having received three readings be adopted.*

## **WATER AND WASTEWATER SERVICES**

### **WATER**

#### **Nanoose Bulk Water Pump Station – Use of Development Cost Charge Funds. (All Directors – One Vote)**

*That Nanoose Bay Bulk Water Development Cost Charge funds in the amount to \$345,000 be allocated to the Nanoose Bay Bulk Water Pump Station Project.*

#### **2009 Water User Rate Amendment Bylaws.**

#### **Amendment Bylaw No. 1468.04 – Nanoose Bay Peninsula Water Service.**

(All Directors -- One Vote)

1. *That "Regional District of Nanaimo Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Amendment Bylaw No. 1468.04, 2009" be introduced for three readings.*



(All Directors – 2/3)

2. That "Regional District of Nanaimo Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Amendment Bylaw No. 1468.04, 2009" be adopted.

**Amendment Bylaw No. 619.15 – French Creek Water Service.**

(All Directors – One Vote)

1. That "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.15, 2009" be introduced for three readings.

(All Directors – 2/3)

2. That "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.15, 2009" be adopted.

**Amendment Bylaw No. 1172.09 – San Pareil Water Service.**

(All Directors – One Vote)

1. That "Regional District of Nanaimo San Pareil Specified Area Water Regulations and Rates Amendment Bylaw No. 1172.09, 2009" be introduced for three readings.

(All Directors – 2/3)

2. That "Regional District of Nanaimo San Pareil Specified Area Water Regulations and Rates Amendment Bylaw No. 1172.09, 2009" be adopted.

**Amendment Bylaw No. 1383.05 – Englishman River Water Service.**

(All Directors – One Vote)

1. That "Regional District of Nanaimo Englishman River Specified Area Water Regulations and Rates Amendment Bylaw No. 1383.05, 2009" be introduced for three readings.

(All Directors – 2/3)

2. That "Regional District of Nanaimo, Englishman River Specified Area Water Regulations and Rates Amendment Bylaw No. 1383.05, 2009" be adopted.

**Amendment Bylaw No. 700.16 – Surfside Properties Water Service.**

(All Directors – One Vote)

1. *That “Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.16, 2009” be introduced for three readings.*

(All Directors – 2/3)

2. *That “Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.16, 2009” be adopted.*

**Amendment Bylaw No. 1434.04 – Melrose Water Service.**

(All Directors – One Vote)

1. *That “Regional District of Nanaimo Melrose Specified Area Water Regulations and Rates Amendment Bylaw No. 1434.04, 2009” be introduced for three readings.*

(All Directors – 2/3)

2. *That “Regional District of Nanaimo Melrose Specified Area Water Regulations and Rates Amendment Bylaw No. 1434.04, 2009” be adopted.*

**Amendment Bylaw No. 1097.11– Decourcey Water Service.**

(All Directors – One Vote)

1. *That “Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.11, 2009” be introduced for three readings.*

(All Directors – 2/3)

2. *That “Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.11, 2009” be adopted.*

**2009 Sewer User Rate Amendment Bylaws.**

**Amendment Bylaw No. 1241.05 – Surfside Sewer Service.**

(All Directors – One Vote)

1. *That “Regional District of Nanaimo Surfside Sewer User Rates and Regulations Amendment Bylaw No. 1241.05, 2009” be introduced for three readings.*

(All Directors – 2/3)

2. That “Regional District of Nanaimo Surfside Sewer User Rates and Regulations Amendment Bylaw No. 1241.05, 2009” be adopted.

**Amendment Bylaw No. 765.13 – Fairwinds Sewer Service.**

(All Directors – One Vote)

1. That “Regional District of Nanaimo Fairwinds Sewerage Facilities Specified Area Rates Amendment Bylaw No. 765.13, 2009” be introduced for three readings.

(All Directors – 2/3)

2. That “Regional District of Nanaimo Fairwinds Sewerage Facilities Specified Area Rates Amendment Bylaw No. 765.13, 2009” be adopted.

**Amendment Bylaw No. 422.16 – French Creek Sewer Service.**

(All Directors – One Vote)

1. That “Regional District of Nanaimo French Creek Sewer Rates and Regulation Amendment Bylaw No. 422.16, 2009” be introduced for three readings.

(All Directors – 2/3)

2. That “Regional District of Nanaimo French Creek Sewer Rates and Regulation Amendment Bylaw No. 422.16, 2009” be adopted.

**Amendment Bylaw No. 1472.04 – Barclay Crescent Sewer Service.**

(All Directors – One Vote)

1. That “Regional District of Nanaimo Barclay Crescent Rates and Regulation Amendment Bylaw No. 1472.04, 2009” be introduced for three readings.

(All Directors – 2/3)

2. That “Regional District of Nanaimo Barclay Crescent Rates and Regulation Amendment Bylaw No. 1472.04, 2009” be adopted.

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**District 69 Recreation Commission.**

(All Directors – One Vote)

1. That the minutes of the District 69 Recreation Commission meeting held February 19, 2009 be received for information.

(Parksville, Qualicum Beach, EAs 'E', 'F', 'G', 'H' – Weighted Vote)

2. *That the Board approve the following Youth Grants:*

<i>Ballenas Secondary School Dry Grad Committee</i>	
<i>- entertainment &amp; rental costs</i>	<i>1,250</i>
<i>Kwalikum Secondary School Dry Grad Committee - event expenses</i>	<i>1,250</i>
<i>Oceanside Community Arts Council - World Music Program</i>	<i>1,300</i>
<i>Oceanside Minor Hockey Association - female hockey program</i>	<i>2,950</i>
<i>Qualicum Beach Fire Dept - Youth Fire Camp</i>	<i>1,500</i>
<i>Ravensong Aquatic Club - pool rental</i>	<i>2,500</i>

3. *That the Board approve the following Community Grants:*

<i>Errington Therapeutic Riding Assoc - program expenses &amp; equipment</i>	<i>1,500</i>
<i>Lighthouse Recreation Commission - program costs</i>	<i>2,500</i>
<i>Oceanside Track &amp; Field Club - facility improvements &amp; equipment</i>	<i>1,000</i>
<i>Parksville Pirates Senior Ball Team - uniforms &amp; equipment</i>	<i>600</i>
<i>Parksville Seniors Activity &amp; Drop-in Centre</i>	<i>269</i>
<i>Parksville Seniors Athletic Group - softball equipment</i>	<i>2,500</i>

(All Directors – One Vote)

4. *That staff be requested to investigate the cost of the preparation and the staff implications involved in the development of a District 69 Parks and Trail Guide, including parks and trails in the City of Parksville, the Town of Qualicum and Electoral Areas 'E', 'F', 'G' and 'H'.*

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

- 1. That the minutes of the East Wellington/Pleasant Valley Parks and Open Space Advisory Committee meeting held January 26, 2009 be received for information.*
- 2. That the following recommendation be received by the Board for consideration as part of the 2009 Budget and Five Year Financial Plan deliberation process:  
That the Electoral Area 'C' (Defined 'D') Community Parks Function Budget be approved as amended with the addition of \$5,000 for development costs for Meadow Drive Community Park."*

**Electoral Area 'G' Parks and Open Space Advisory Committee.** (All Directors – One Vote)

- 1. That the minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held January 15, 2009 be received for information.*
- 2. That inappropriate use and operation of ATV's in public parks and trails which is a public safety concern and causing damage to public lands be referred to the Union of BC Municipalities for consideration and action.*

**Sustainability Select Committee.** (All Directors – One Vote)

1. *That the minutes of the Sustainability Select Committee meeting held February 18, 2009 be received for information.*
2. *That the staff report entitled "Regional Benefits of Green Building" be received, and that staff be directed to continue with the research projects outlined in the Green Building Action Plan and that staff investigate the development of a communications strategy to effectively explain the benefits of building green and to foster an understanding and acceptance with the community for achieving green building targets.*
3. *That the staff report entitled "Hamilton Marsh & French Creek Proposal, Island Timberlands" be received for information.*
4. *That the staff report entitled "Carbon Neutral Operations and the Climate Action Revenue Incentive Program" be received for information and that the RDN Sustainability Coordinator make a presentation on Carbon Neutral Operations at the upcoming Board Seminar for Strategic Planning.*

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**Request for Remembrance Project – Royal Canadian Legion.** (All Directors – One Vote)

*That the Board purchase a ½ page full colour advertisement space in the "Military Service Recognition Book" in support of the Royal Canadian Legion's remembrance project.*

**7.3 EXECUTIVE STANDING COMMITTEE**

**7.4 COMMISSIONS**

**7.5 SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS**

**8. ADMINISTRATOR'S REPORTS**

- 71-87 District 68 Search & Rescue Service - Lease of Property for Nanaimo Search & Rescue Society. (All Directors – Weighted Vote)
- 88-115 District 68 Search & Rescue Service - Sublease of Property for Nanaimo Search & Rescue Society. (All Directors – Weighted Vote)
- 116-119 Property Maintenance Contravention – 2128 Minto Avenue – Area 'A'. (All Directors – One Vote)
- 120-129 City of Nanaimo - Request for Urban Containment Boundary Amendment. (All Directors – One Vote)

9. **ADDENDUM**
10. **BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**
11. **NEW BUSINESS**

**NOTICE OF MOTION**

130-131            Re letter to Ministry of Transportation to address safety concerns at Spruston Road and Trans Canada Highway (verbal – Joe Burnett)

12. **BOARD INFORMATION (Separate enclosure on blue paper)**
13. **ADJOURNMENT**
14. **IN CAMERA**

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

**Armstrong, Jane**

**From:** Burgoyne, Linda  
**Sent:** March 6, 2009 1:11 PM  
**To:** Armstrong, Jane; Pearse, Maureen  
**Subject:** FW: RDN Committee or Board Delegation  
**Attachments:** Abstract for Councils.doc; MABR\_brochure\_-\_MABRF\_membership\_form\_4\_clean.doc

**From:** lorilynch@gmail.com [mailto:lorilynch@gmail.com] **On Behalf Of** Lori Lynch - MABR  
**Sent:** Friday, March 06, 2009 12:20 PM  
**To:** Burgoyne, Linda  
**Cc:** Richard Crowley  
**Subject:** Re: RDN Committee or Board Delegation

Dear Linda,

My name is Richard Crowley. I am the new coordinator for the Mount Arrowsmith Biosphere Reserve. I would like to request an opportunity to appear as a delegation at the next appropriate Regional District of Nanaimo board meeting.

The purpose of the presentation is to give a brief history of the biosphere and foundation and then provide an account of recent foundation business. As well, I will extend an invitation to local government to participate in the Mount Arrowsmith Biosphere Foundation strategies, community demonstration projects, our upcoming AGM and the opportunities for participation on the board and associated committee's.

If you require further information please contact our office.(see below)

**See attached handout material.**

Thank you.

Sincerely,  
Richard Crowley, BTM  
Coordinator  
Mount Arrowsmith Biosphere Foundation  
rich@mabr.ca



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**Mount Arrowsmith Biosphere Foundation Abstract**

The Mount Arrowsmith Biosphere Foundation (MABF) is a non-profit organization responsible for the support and promotion of the UNESCO designated Mount Arrowsmith Biosphere Reserve.

The Mount Arrowsmith Biosphere Reserve is 793 square km's, extending from Lantzville to Bowser and from the top of Mount Arrowsmith to the Strait of Georgia. A United Nations designated area under their UNESCO body, United Nations Educational, Scientific and Cultural Organization. Designated in Nov of 2000, the foundation supports the balance of biological diversity with social and economic sustainability. The MABF promotes conservation, sustainable development and the building of local capacity.

There are 3 identified land-use areas within a biosphere: the Core, which is the protected areas; the Buffer, which is the area(s) directly adjacent to the core, and the Transition or Area of Cooperation, which are usually the largest area and where most of the human activity takes place.

The Mount Arrowsmith Biosphere Foundation bring together research, training and demonstration activities to assist communities and community groups to build cooperation that provides a forum for the resolution and integration of conflicting interests and pressures. Biosphere reserves provide a framework for which we can try to resolve our most basic challenges: maintaining natural ecosystems while simultaneously meeting our human material needs and wishes. Biosphere reserves are areas in which we can learn how to live and work sustainably – and share our solutions with people across the world and globally.

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**Contact Information**

**Richard Crowley**

Coordinator  
[rich@mabr.ca](mailto:rich@mabr.ca)

250.586.0190

[www.mabr.ca](http://www.mabr.ca)    [info@mabr.ca](mailto:info@mabr.ca)

Office Address: #4- 202 160 S. Corfield Street, Parksville, BC, V9P 2G3

Mailing Address: PO Box 217 Parksville, BC, V9P 2G4

**Lori L. Lynch**

Assistant Coordinator  
[lori@mabr.ca](mailto:lori@mabr.ca)





# Mount Arrowsmith Biosphere Foundation

## Membership Form

To receive your Mount Arrowsmith Biosphere Foundation membership card, please fill out this form and send it along with \$5 per person annual fee to:

Mount Arrowsmith Biosphere Foundation  
PO Box 217, Parksville BC Canada V9P 2G4  
250.586.0190

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code \_\_\_\_\_

Email: \_\_\_\_\_

Amount Enclosed: \$\_\_\_\_\_

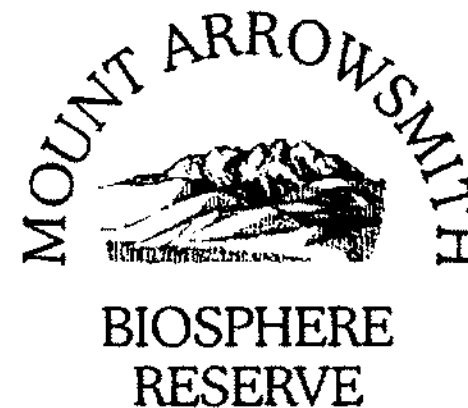
- Cash
- Cheque (payable to Mount Arrowsmith Biosphere Foundation).

Membership valid until December 31, 2009.

My area of interest \_\_\_\_\_

- I would like to receive MABR News and announcements.
- I would like to help with MABR activities and initiatives.
- I would like to be on the MABF Board.
- I would like to be on the MABF executive (President, Vice-president, Treasurer or Secretary).

I agree to uphold the constitution and bylaws of the Mount Arrowsmith Biosphere Foundation (available at [www.mabr.ca](http://www.mabr.ca)).



### Vancouver Island

*Sustainable communities meet the needs of the present without compromising the ability of future generations to meet their own needs*

~ the Brundtland Report

[www.mabr.ca](http://www.mabr.ca)

[info@mabr.ca](mailto:info@mabr.ca)

250.586.0190

In 1968, the United Nations Educational, Scientific and Cultural Organization (UNESCO) Conference on the Conservation and Rational Use of the Resources of the Biosphere launched the international Man and the Biosphere (MAB) Programme to create a network of biosphere reserves around the world, to demonstrate by example, how to maintain a balance between conserving biodiversity and fostering economic and social development.

**In 2008, there were 531 Biosphere Reserves in 105 countries around the world.**

[www.unesco.org/mab/](http://www.unesco.org/mab/)

The Canadian Biosphere Reserves Association (CBRA) was created in 1998 with representatives from biosphere reserves across the nation to strengthen the effectiveness of Biosphere Reserves and MAB concepts in Canada. The Mount Arrowsmith Biosphere Reserve and its sister reserve in Clayoquot Sound are the BC members of the CBRA.

**In 2008, there were 15 biosphere reserves in Canada.**

[www.biosphere-canada.ca](http://www.biosphere-canada.ca)

## Mount Arrowsmith Biosphere Reserve

The Mount Arrowsmith Biosphere Reserve (MABR) was designated by UNESCO November 10, 2000.

The MABR extends from the top of Mount Arrowsmith - the highest mountain on southern Vancouver Island - to the bottom of the Strait of Georgia. It includes five watersheds that drain from Mount Arrowsmith and Mount Moriarty into the Strait of Georgia, the Nanoose Peninsula and the Ballenas/Winchelsea Islands Archipelago. The vertical range of 1817 to -300 m, from mountain peak to deepwater seabed, makes the MABR unique among Biosphere Reserves in Canada.

## Mount Arrowsmith Biosphere Foundation

The Mount Arrowsmith Biosphere Foundation was formed in 1996 to demonstrate by example, how local communities can maintain a balance between conserving biodiversity and fostering economic and social development in the Mount Arrowsmith Biosphere Reserve. Through scientific research, education and working with stakeholders, the Foundation is assisting our communities to make the most appropriate choices for our area.

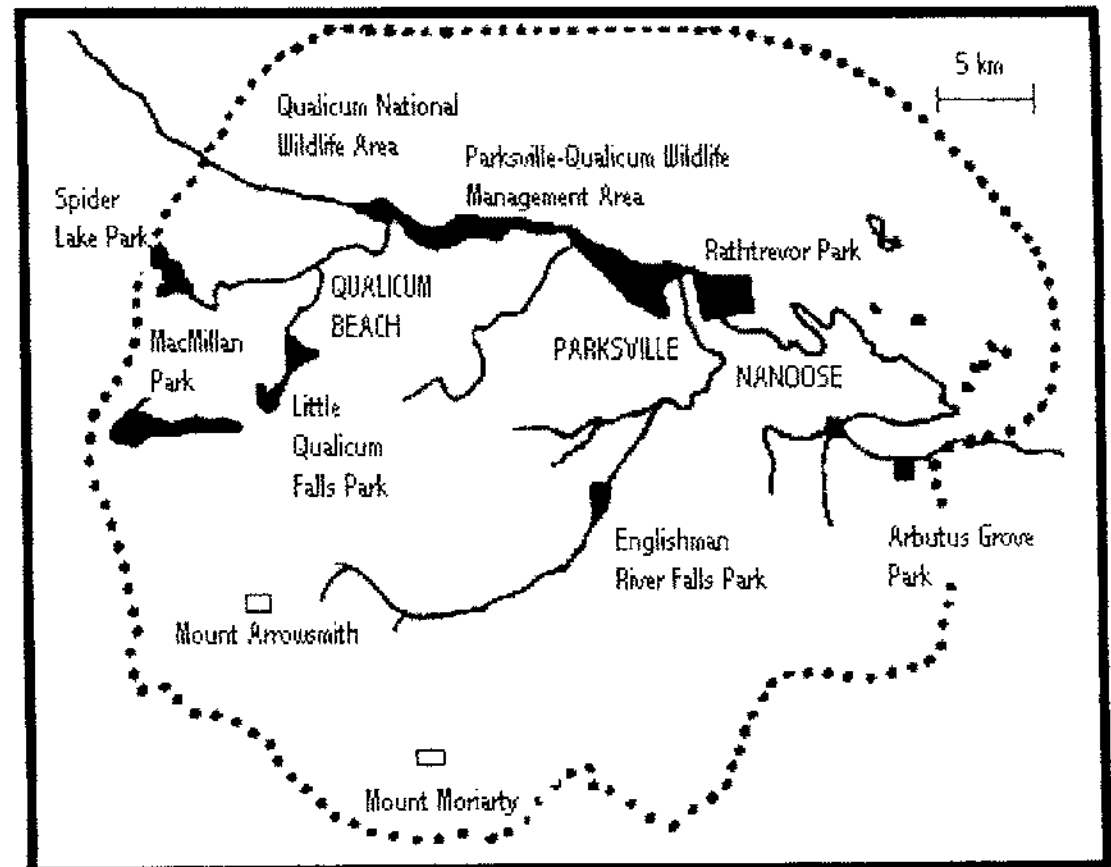
[www.mabr.ca](http://www.mabr.ca)

## How you can Help

If you share our vision of a sustainable future and are interested in supporting the Biosphere Reserve initiative in our area, please consider becoming a member of the Mount Arrowsmith Biosphere Foundation.

**Simply complete and mail the membership form on the back of this brochure.**

## MOUNT ARROWSMITH BIOSPHERE RESERVE



**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE REGULAR MEETING OF THE BOARD  
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON  
TUESDAY, FEBRUARY 24, 2009, AT 7:00 PM IN THE  
RDN BOARD CHAMBERS**

**Present:**

Director L. McNabb	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Alternate	
Director F. Van Eynde	Electoral Area E
Director L. Biggemann	Electoral Area F
Alternate	
Director L. Derkach	Electoral Area G
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Alternate	
Director J. Wilson	Town of Qualicum Beach
Alternate	
Director B. Dempsey	District of Lantzville
Alternate	
Director M. Unger	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director L. Sherry	City of Nanaimo

**Also in Attendance:**

C. Mason	Chief Administrative Officer
M. Pearse	Senior Mgr., Corporate Administration
N. Avery	Gen. Mgr., Finance & Information Services
J. Finnic	Gen. Mgr., Environmental Services
P. Thorkelsson	Gen. Mgr., Development Services
T. Osborne	Gen. Mgr., Recreation & Parks
D. Trudeau	Gen. Mgr., Transportation & Solid Waste Services
N. Tonn	Recording Secretary

**CALL TO ORDER**

The Senior Manager, Corporate Administration, welcomed Alternate Directors Van Eynde, Derkach, Wilson, Dempsey and Unger to the meeting.

## **DELEGATIONS**

**Neil Westmacott, re Zoning Amendment Application No. ZA0705 – Signal Road Pharmacy Ltd. & Walbern Ventures Inc. – Claudet & Prawn Roads – Area ‘E’.**

Mr. Westmacott raised his concerns regarding the placement of the driveway for the proposed subdivision with respect to the aesthetics and the possible pooling of run-off water in the low lying areas. Mr. Westmacott asked that staff consider the possibility of positioning the driveway from the proposed road across to the proposed home site.

**Bob Gougeon, re Zoning Amendment Application No. ZA0705 – Signal Road Pharmacy Ltd. & Walbern Ventures Inc. – Claudet & Prawn Roads – Area ‘E’.**

Mr. Gougeon commended the applicant for recent changes to the subdivision plan and raised concerns with the proposed designation of a 10 meter wide vegetation retention area paralleling the back of the property. Mr. Gougeon requested that the Board consider removal of the designation, to allow for future tree removal.

## **BOARD MINUTES**

MOVED Director Bartram, SECONDED Director Sherry, that the minutes of the regular Board meeting held January 27, 2009 and the Special Board meeting held February 10, 2009 be adopted.

CARRIED

## **COMMUNICATIONS/CORRESPONDENCE**

**Bernice Hannam, School District No. 69 (Qualicum), re Representative to the District 69 Recreation Commission.**

MOVED Director Bartram, SECONDED Director Sherry, that the correspondence from School District No. 69 (Qualicum) appointing Bill Preston, representative, and Eve Flynn, alternate representative to the District 69 Recreation Commission, be received.

CARRIED

**Phil Marchant, re Property Taxes.**

MOVED Director Bartram, SECONDED Director Sherry, that the correspondence from Phil Marchant regarding possible increases to property taxes for 2009, be received.

CARRIED

**Elizabeth Harrison, BC Ferry Authority, re Appointment to the BC Ferry Authority Board of Directors.**

MOVED Director Bartram, SECONDED Director Sherry, that the correspondence from the BC Ferry Authority appointing two new members to the BC Ferry Authority Board of Directors be received.

CARRIED

**Jean Pepin, VIA Rail Canada, re Additional Passenger Service Stops.**

MOVED Director Bartram, SECONDED Director Sherry, that the correspondence from VIA Rail Canada in response to the Board’s request for provision of additional passenger service stops on their Vancouver Island rail service be received.

CARRIED

**UNFINISHED BUSINESS**

**BYLAWS**

**For Adoption.**

**Bylaw No. 1442.02.**

MOVED Director Johnstone, SECONDED Director Bartram, that "Northern Community Sewer Service Area Development Cost Charges Amendment Bylaw No. 1442.02, 2009" be adopted.

CARRIED

**STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**

**ELECTORAL AREA PLANNING STANDING COMMITTEE**

MOVED Director Bartram, SECONDED Director Burnett, that the minutes of the Electoral Area Planning Committee meeting held February 10, 2009 be received for information.

CARRIED

**PLANNING**

**AMENDMENT APPLICATIONS**

**Zoning Amendment Application No. ZA0705 – Signal Road Pharmacy Ltd. & Walbern Ventures Inc. – Claudet & Prawn Roads – Area 'E'.**

MOVED Director Van Eynde, SECONDED Director Young, that the minutes of the Public Information meeting held on October 1, 2008 be received.

CARRIED

MOVED Director Van Eynde, SECONDED Director Young, that Zoning Amendment Application No. ZA0705 as submitted by Sims Associates, BCLS, on behalf of Signal Road Pharmacy Ltd. (an Alberta Company) and Walbern Ventures Inc., Inc. No. A58712 to rezone Lot 1, District Lot 84, Nanoose District, Plan 47545 from Rural 5 Subdivision District 'D' (RU5D) and Lot 2, Plan 47545, and Lot A, Plan VIP80224, both of District Lot 84, Nanoose District, from Resource Management 3 Subdivision District B (RM3B) to Rural 10 (RU10) Subdivision District 'Z' (No Further Subdivision) be approved to proceed to public hearing subject to the conditions included in Schedule No. 1.

CARRIED

MOVED Director Van Eynde, SECONDED Director Young, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009" be given 1<sup>st</sup> and 2<sup>nd</sup> reading.

CARRIED

MOVED Director Van Eynde, SECONDED Director Young, that "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009" proceed to Public Hearing.

CARRIED

MOVED Director Van Eynde, SECONDED Director Young, that the Public Hearing on "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009" be delegated to Director Holme or his alternate.

CARRIED

## **DEVELOPMENT PERMIT APPLICATIONS**

### **Development Permit Application No. 60846 – Reid – 4179 Island Highway West – Area ‘G’.**

MOVED Director Bartram, SECONDED Director Van Eynde, that Development Permit No. 60846 submitted by Helen Sims of Fern Road Consulting Ltd. for the development of two residential lots within the Hazard Lands Development Permit Area for the parcel legally described as Lot A, District Lot 73, Newcastle District, Plan 14420 be approved, subject to the conditions outlined in Schedule No. 1.

CARRIED

## **DEVELOPMENT PERMIT APPLICATIONS WITH VARIANCE**

### **Development Permit with Variances Application No. 60901 – Brown/Reynolds – 1995 Walsh Road – Area ‘A’.**

MOVED Director Burnett, SECONDED Director Bartram, that Development Permit with Variances Application No. 60901, to legalize the siting of an existing garage on the property legally described as Lot 3, Section 16, Range 8, Cranberry District, Plan 25384, be approved subject to the conditions outlined in Schedules No. 1 to 4 and the notification requirements of the *Local Government Act*.

CARRIED

## **DEVELOPMENT VARIANCE PERMIT APPLICATIONS**

### **Development Variance Permit Application No. 90817 – Dubyna – 2520/2528 East Wellington Road – Area ‘C’.**

MOVED Director Young, SECONDED Director Burnett, that Development Variance Permit Application No. 90817 submitted by JE Anderson, BCLS, on behalf of R. Dubyna, in conjunction with the parcel legally described as Parcel A (DD 9237N) of Section 13, Range 5, Mountain District With Exceptions be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report and to the notification procedure pursuant to the *Local Government Act*.

CARRIED

## **COMMITTEE OF THE WHOLE STANDING COMMITTEE**

MOVED Director Holdom, SECONDED Director Young, that the minutes of the Special Committee of the Whole meeting held February 3, 2009 and the regular Committee of the Whole meeting held February 10, 2009 be received for information.

CARRIED

## ***CORPORATE ADMINISTRATION SERVICES***

### **2009 Departmental Work Plans.**

MOVED Director Bartram, SECONDED Director Rudischer, that the Board receive, for information, the department work plans for 2009.

CARRIED

### **Snuneymuxw First Nations Protocol Agreement.**

MOVED Director Holdom, SECONDED Director Kipp, that the Protocol Agreement between the Snuneymuxw First Nations and the Regional District of Nanaimo be approved as presented.

CARRIED

MOVED Director Holdom, SECONDED Director Kipp, that the Protocol Agreement Working Group Terms of Reference be approved as presented.

CARRIED

MOVED Director Holdom, SECONDED Director Kipp, that Katherine Gordon be contracted on a per meeting basis to provide facilitation and administrative support to the Protocol Agreement Working Group.

CARRIED

### ***FINANCE AND INFORMATION SERVICES***

#### **FINANCE**

##### **2009 Proposed Budget Overview.**

MOVED Director Bartram, SECONDED Director Burnett, that the 2009 proposed budget be received as presented with amendments as approved at the February 3, 2009 Special Committee of the Whole meeting.

CARRIED

##### **Amendment Bylaw No. 1385.04 – Bow Horn Bay Fire Protection Service Boundary Reduction.**

MOVED Director Bartram, SECONDED Director Derkach, that “Bow Horn Bay Fire Protection Local Service Area Amendment Bylaw No. 1385.04, 2009” be introduced, read three times and be forwarded to the Inspector of Municipalities for approval.

CARRIED

##### **Bylaw No. 1557 – To Establish Development Cost Charges for the Barclay Crescent Sewer Service.**

MOVED Director Bartram, SECONDED Director Van Eynde, that “Barclay Crescent Sewer Service Area Development Cost Charges Bylaw No. 1557, 2009” be introduced for first and second readings and be sent forward for public consultation.

CARRIED

### ***DEVELOPMENT SERVICES***

#### **BUILDING & BYLAW**

##### **Property Maintenance Contravention – 1415 Spruston Road – Area ‘C’.**

MOVED Director Young, SECONDED Director Burnett, that should this matter not be rectified by March 31, 2009 pursuant to “Unsightly Premises Regulatory Bylaw No. 1073, 1996”, the Board direct the owners of the above-noted property to remove from the premises those items set out in the attached resolution within fourteen (14) days, or the work will be undertaken by the Regional District of Nanaimo’s agents at the owner’s cost.

CARRIED

#### **PLANNING**

##### **Offer of Park Land Dedication – Buck – 3210 Jingle Pot Road – Area ‘C’.**

MOVED Director Young, SECONDED Director Burnett, that the offer of park land dedication in exchange for support of a two lot subdivision in conjunction with the parcel legally described as Lot 14, Section 14, Range 4, Mountain District, Plan VIP80079 be declined.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that staff be directed to prepare a letter advising the Provincial Agricultural Land Commission that the Regional District of Nanaimo according to Board policy, does not have any comment regarding the agricultural viability of the property located at 3210 Jingle Pot Road.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that the Regional District is not accepting the property owner's offer of park land in relation to this property which is currently protected through a 30 metre no removal of vegetation covenant registered on the subject property.

CARRIED

### ***RECREATION AND PARKS SERVICES***

#### **PARKS**

##### **Land Acquisition Process – Policy A1.21.**

MOVED Director Bartram, SECONDED Director Rudischer, that the Land Acquisition Process Policy A1.21 be adopted as revised in Appendix 1.

CARRIED

##### **Electoral Area Parks and Open Space Advisory Committees – Terms of Reference.**

MOVED Director Bartram, SECONDED Director Van Eynde, that the revised Terms of References as shown in Appendix I for the following Electoral Area Parks and Open Space Advisory Committees be approved:

- East Wellington/Pleasant Valley
- Nanoose Bay
- Electoral Area 'F'
- Electoral Area 'G'
- Electoral Area 'H'

CARRIED

MOVED Director Bartram, SECONDED Director Van Eynde, that the Terms of Reference for the Electoral Area 'B' Parks and Open Space Advisory Committee as shown in Appendix II be approved.

CARRIED

### ***TRANSPORTATION AND SOLID WASTE SERVICES***

#### **SOLID WASTE**

##### **Solid Waste Management Service – Reserve Fund Expenditure re Church Road Transfer Station Retrofit, Redevelopment & Expansion.**

MOVED Director Bestwick, SECONDED Director Sherry, that the Board approve the release of up to \$2.75 million from the Solid Waste Management reserve fund for the retrofit, redevelopment and expansion of the Church Road Transfer Station.

CARRIED



**Electoral Area 'H' Pilot Yard Waste Program – Progress Report.**

MOVED Director Bartram, SECONDED Director Johnstone, that the Board continue the pilot yard waste drop-off program in Electoral Area 'H' and implement one more two day drop-off event in 2009.

CARRIED

***WATER AND WASTEWATER SERVICES***

**WASTEWATER**

**2009 Water & Sewer Infrastructure Study Grant Applications.**

MOVED Director Bartram, SECONDED Director Kipp, that the Board support applications to the Ministry of Community Development for Infrastructure Planning (Study) Grant applications for the following Water and Wastewater Services program initiatives:

***Wastewater Services Department***

1. Forcemains and Interceptor Lines Capital Asset Management Project
2. Nanoose Pollution Control Centre Upgrade and Expansion Plan
3. Biosolids Management Strategy
4. Inflow and Infiltration Study
5. Source Control Management Study
6. Septic Maintenance Program

***Water Services Department***

1. Water Well Safety Program
2. Water Conservation Plans
3. Incentive Programs
4. Team WaterSmart Education Outreach Program
5. Compilation and Mapping of Existing Groundwater & Surface Water Data
6. Web Site Development
7. Educational Video Streaming Project
8. San Pareil Pump Station and Reservoir Upgrade Pre-Design

CARRIED

**WATER**

**Amendment Bylaw No. 947.05 – Fairwinds Sewer Service Boundary Extension.**

MOVED Director Van Eynde, SECONDED Director Holdom, that "Fairwinds Sewerage Facilities Local Service Area Amendment Bylaw No. 947.05, 2009" be introduced and read three times.

CARRIED

**Surfside Sewer Service – Petition Results for Proposed Boundary Extension.**

MOVED Director Bartram, SECONDED Director Derkach, that the staff report on the petition results for the proposed Surfside Sanitary Sewer Service Area expansion be received for information and that staff be directed to consult with the two property owner groups who may be in favour of a service area expansion and to report back to the Board accordingly.

CARRIED

**Surfside Water – Service – Reserve Fund Expenditure.**

MOVED Director Bartram, SECONDED Director Derkach, that up to \$12,500 of the Surfside Water Service Area reserve funds be utilized for the purposes of purchasing and installing a back-up power generator.

CARRIED

**San Pareil Water Service – Security Issuing Bylaw Drawdown.**

MOVED Director Bartram, SECONDED Director Dempsey, that a drawdown of up to \$30,000 from “Regional District of Nanaimo (San Pareil Water Service) Security Issuing Bylaw No. 1395, 2004” for the pre-design of pump station, reservoir and on-site distribution piping upgrades be approved.

CARRIED

**Nanoose Bay Peninsula Water Service – Reserve Fund Expenditure.**

MOVED Director Van Eynde, SECONDED Director Unger, that existing reserve funds in place for the Madrona, Fairwinds, West Bay, Nanoose and Arbutus Water Service Areas be utilized for the purposes of upgrading three system well pumps and for the completion and connection of the Claudet Road well in order to improve water supply capacity and distribution integrity in the Nanoose Bay Peninsula Water Service Area.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**District 69 Recreation Commission.**

MOVED Director Bartram, SECONDED Director Wilson, that the minutes of the District 69 Recreation Commission meeting held January 22, 2009 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Wilson, that staff be directed to undertake a review of the District 69 Recreation Commission Grant in Aid Program to be presented at the March 2009 Commission meeting.

CARRIED

MOVED Director Bartram, SECONDED Director Wilson, that an extension to the Track and Field Facility Feasibility Study be approved through to June 30, 2009 as funded by the UBCM School Connections Program and that the scope of the study be broadened to include exploration of potential sites for an outdoor sports complex as identified in the 2006 Recreation Services Master Plan.

CARRIED

MOVED Director Bartram, SECONDED Director Wilson, that the District 69 School District representative to the District 69 Recreation Commission and one other commission member be appointed to the Track and Field Feasibility Study Committee.

CARRIED

MOVED Director Bartram, SECONDED Director Wilson; that Commissioner Patterson be appointed to the Track and Field Feasibility Study Committee as the second District 69 Recreation Commission representative.

CARRIED

**Electoral Area 'H' Parks and Open Space Advisory Committee.**

MOVED Director Bartram, SECONDED Director Young, that the minutes of the Electoral Area 'H' Parks and Open Space Advisory Committee meeting held January 21, 2009 be received for information.

CARRIED

**Regional Solid Waste Advisory Committee.**

MOVED Director Burnett, SECONDED Director Sherry, that the minutes of the Regional Solid Waste Advisory Committee meeting held January 15, 2009 be received for information.

CARRIED

**Regional Parks & Trails Advisory Committee.**

MOVED Director Van Eynde, SECONDED Director Young, that the minutes of the Regional Parks & Trails Advisory Committee meeting held January 21, 2009 be received for information.

CARRIED

MOVED Director Van Eynde, SECONDED Director Young, that the request for funding from the Friends of Morden Mine Society for \$4,000 be approved and staff be directed to enter into a funding agreement with the Friends of Morden Mine for the Society to undertake a strategic plan for the Morden Mine site in collaboration with the Regional District and BC Parks.

CARRIED

MOVED Director Van Eynde, SECONDED Director Young, that the following recommendation be received by the Board for consideration as part of the 2009 Budget and Five Year Financial Plan deliberation process:

That the Regional Parks and Trails Function Budget be approved as presented.

CARRIED

**Transit Select Committee.**

MOVED Director Holdom, SECONDED Director Burnett, that the minutes of the Transit Select Committee meeting held January 22, 2009 be received for information.

CARRIED

MOVED Director Holdom, SECONDED Director Burnett, that the RDN support in principle a gas tax in the Nanaimo Regional Transit System service area that would reduce the need for residential taxes for transit and that RDN staff work with BC Transit and Ministry of Transportation staff to explore alternative funding methods for the Nanaimo Regional Transit System.

CARRIED

MOVED Director Holdom, SECONDED Director Young, that a letter be sent to Don Buchner, Executive Director, Wheels for Wellness Society, encouraging the Society to explore ways to raise awareness of financial problems and increase contributions.

CARRIED

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

### **Diversion of Wood Waste.**

MOVED Director Bartram, SECONDED Director Young, that staff prepare a report on the implications of diverting waste and the opportunities that are available through private recycling businesses; and further that the report be forwarded to the Regional Solid Waste Advisory Committee for their input and then forwarded to the Committee of the Whole.

CARRIED

## **SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS**

### **Sustainability Select Committee.**

MOVED Director Burnett, SECONDED Director Johnstone, that the minutes of the Sustainability Select Committee meeting held January 21, 2009 be received for information.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that the Regional Growth Strategies Review Interim Update report be received and that staff be directed to proceed as outlined in the Summary/Conclusion of the report.

CARRIED

MOVED Director Burnett, SECONDED Director Sherry, that the name of the Regional Growth Strategy be changed to better reflect the broader range of sustainability topics that will be included in the new document.

CARRIED

### **Selection Select Committee.**

#### ***Nanose Bay Parks & Open Space Advisory Committee.***

MOVED Director Bartram, SECONDED Director Van Eynde, that Gabrielle Carlidge and Stephen Watson be appointed to the Nanose Bay Parks & Open Space Advisory Committee for a term ending December 31, 2010.

CARRIED

#### ***Electoral Area 'A' Parks, Recreation & Culture Commission.***

MOVED Director Bartram, SECONDED Director Burnett, that Lynette Aldcroft, Dave Flynn and Ryan Rangno be appointed to the Electoral Area 'A' Parks, Recreation & Culture Commission for a term ending December 31, 2009.

CARRIED

MOVED Director Bartram, SECONDED Director Burnett, that Shelagh Gourley, Krista Seggie, Kerri-Lynne Wilson and Shannon Wilson be appointed to the Electoral Area 'A' Parks, Recreation & Culture Commission for a term ending December 31, 2010.

CARRIED

### **Electoral Area 'B' – 707 Acre Community Park Management Plan Sub-Committee.**

MOVED Director Bartram, SECONDED Director Rudischer, that Cheryl Boorer and Stephen O'Neil be appointed to the Electoral Area 'B' – 707 Acre Community Park Management Plan Sub-Committee.

CARRIED

## ADMINISTRATOR'S REPORTS

### 2009 to 2013 Financial Plan.

The General Manager, Finance and Information Services provided a verbal and visual summary of recent updates, a property assessments overview, projected tax rates for 2009 and the 2009-2013 property tax projections for the Board's information.

MOVED Director Wilson, SECONDED Director Sherry, that the Board receive the report on the 2009 budget and 2009 to 2013 financial plan and direct staff to prepare the financial plan bylaw on that basis.

CARRIED

MOVED Director Biggemann, SECONDED Director Bestwick, that the motion from the Special Committee of the Whole meeting held February 3, 2009 to defer the \$25,000 community group grant to build a community hall in Electoral Area 'F' be reconsidered.

CARRIED

MOVED Director Biggemann, SECONDED Director Van Eynde, that the \$25,000 in grant funding to assist with the construction costs for the Arrowsmith Agriculture Association Community Activities and Disaster Centre building be included in the 2009 Electoral Area 'F' Community Parks Budget.

CARRIED

### Southern Community Sewer Service – District of Lantzville Annual Cost Allocation.

MOVED Director Dempsey, SECONDED Director Holdom, that the District of Lantzville's Southern Community Sewer Service Area annual cost be apportioned based on 66% of their annual water consumption, until a flow meter can accurately record flows.

CARRIED

MOVED Director Dempsey, SECONDED Director Holdom, that the District of Lantzville's annual Southern Community Sewer Local Service Area apportionment cost for 2009 be deferred to 2010.

CARRIED

MOVED Director Dempsey, SECONDED Director Holdom, that staff be directed to prepare for consideration by the Board, amendments to "Regional District of Nanaimo Southern Community Sewer Local Service Conversion Bylaw No. 888, 1993" and "Regional District of Nanaimo Northern Community Sewer Local Service Conversion Bylaw No. 889, 1993" to change the apportionment date from immediately preceding year ending December 31<sup>st</sup>, to immediately preceding year ending September 30<sup>th</sup>.

CARRIED

**RDN Signing Authorities for General Banking & Investments.**

MOVED Director Burnett, SECONDED Director Biggemann, that the signing authorities for general banking services and financial instruments as outlined in agreements with TD Canada Trust reflect the following officer positions:

Chairperson	Joe Stanhope
Deputy Chairperson	Larry McNabb
Chief Administrative Officer	Carol Mason
General Manager, Finance & Information Services	Nancy Avery
Manager, Budgets & Capital Planning	Wayne Thexton
Manager, Accounting Services	Wendy Idema

CARRIED

MOVED Director Burnett, SECONDED Director Biggemann, that the foregoing authority extend to accounts in the name of the Regional District of Nanaimo and the Nanaimo Regional Hospital District.

CARRIED

MOVED Director Burnett, SECONDED Director Biggemann, that two signatures are required on negotiable financial instruments issued through TD Canada Trust by the Regional District and the Nanaimo Regional Hospital District.

CARRIED

**Southern Community Recreation Service – 2009 Requisition Adjustment.**

MOVED Director Burnett, SECONDED Director Young, that the report on the year end operating results for Southern Community municipal recreation facilities and sports fields be received.

CARRIED

**IN CAMERA**

MOVED Director Van Eynde, SECONDED Director Burnett, that pursuant to Section 90(1)(a) and (c) of the *Community Charter* the Board proceed to an In Camera meeting to consider items related to committee appointments and land acquisition.

CARRIED

**ADJOURNMENT**

MOVED Director Van Eynde, SECONDED Director Burnett, that this meeting adjourn to allow for an In Camera meeting.

CARRIED

TIME: 8:07 PM

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE SPECIAL BOARD MEETING  
HELD ON TUESDAY, MARCH 10, 2009, AT 7:38 PM  
RDN BOARD CHAMBERS**

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director L. McNabb	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo
Director J. Ruttan	City of Nanaimo
Director J. Kipp	City of Nanaimo

**Also in Attendance:**

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

**ADMINISTRATOR'S REPORTS**

**Strategic Communities Investments Funds Agreement.**

MOVED Director McNabb, SECONDED Director Burnett, that the Strategic Community Investment Funds agreement be approved as presented.

CARRIED

MOVED Director McNabb, SECONDED Director Johnstone, that \$119,900 from the Strategic Community Investment Funds agreement be allocated 50% to each of the Regional Growth Management and Regional Parks services.

CARRIED

MOVED Director McNabb, SECONDED Director Ruttan, that the Regional Growth Management 2009 tax requisition be reduced from \$389,850 to \$370,410 and the Regional Parks requisition be reduced from \$747,690 to \$717,690.

CARRIED

**UNFINISHED BUSINESS**

**BYLAWS**

**For Adoption.**

**Bylaw No. 1547.**

MOVED Director Sherry, SECONDED Director Haime, that "Southern Community Sewer Service Area Development Cost Charges Bylaw No. 1547, 2009" be adopted.

CARRIED

**IN CAMERA**

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

CARRIED

**ADJOURNMENT**

MOVED Director Holme, SECONDED Director Bestwick, that this meeting adjourn to allow for an In Camera Committee of the Whole meeting.

CARRIED

**TIME: 7:45 PM**

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CHAIRPERSON

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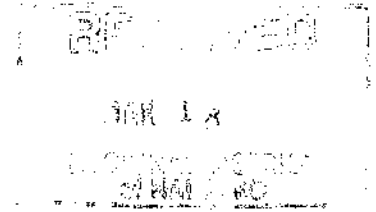
SR. MGR, CORPORATE ADMINISTRATION



March 18<sup>th</sup> 2009

3184 Hewstone Road,  
Nanaimo, B.C. V9X 1W8

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



To Chair Stanhope and the members of the Board,

Reference,      Development Variance Permit Application No. 90821  
                    Frank Crucil and Mindy Coles  
                    To vary the maximum height of the structure in order to permit  
                    construction of a boat hoist at 2486 Pylades Drive, Area 'A' Regional  
                    District of Nanaimo.

The following is my understanding of the history behind the variance application. In 2007 the applicants constructed a hoist or small crane on the foreshore in front of their property for launching their boat without the required permits and in contravention of RDN Bylaws. The structure is on Crown land. A stop work order was issued by the RDN, following complaints from local residents, which was ignored by Mr Crucil. He then continued work and completed the structure by adding a crane to the concrete foundation. The crane was subsequently taken down upon the order of the RDN Bylaw Officer.

I am writing to you as a waterfront property owner in Boat Harbour to voice my objections to the structure and to request that the variance be denied. My objections stem from a strongly held belief that any project (regardless of size) should not adversely affect a neighbourhood or its residents or users, especially when the neighbourhood in question is well established. Our foreshores must be kept pristine and maintained as prime wildlife habitat. They should be enjoyed by residents and visitors alike. The visual is also important and this structure is a scar in the land and sea scapes alike. On the south side of Mr Crucil's property there is Slocum Road which provides public access to the beach where there is a bench. It is a popular spot with walkers and provides great views of Stuart Channel. The crane will do nothing but impinge on these views.

If Mr Crucil and Ms Coles are intent on launching their boat from their property then they should install a boat ramp like other waterfront residents. This would be less invasive for the neighbours and stay within the context of the existing area. A crane such as theirs has an industrial appearance to it and is inappropriate to a residential neighbourhood. Another option is to use Boat Harbour Marina which is a ten minute drive from their home or a five minute walk.

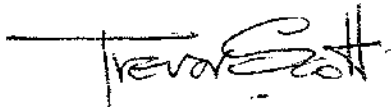
I believe that similar structures are not permitted in the adjacent jurisdictions of Nanaimo, Lantzville and the Islands Trust. Why should they be allowed in the

Regional District of Nanaimo? Why should we approve a variance for a 5.3 metre height increase when the permitted maximum height is 1.0 metres. A 530% increase.

Finally, we already have a regulation which governs structures in these locations. The bylaw was written for a reason. The reason should not be thrown out except under extreme circumstances and even then only after considerable thought and the approval of the affected community regardless of its size. Given the history of this project it is clear that the applicants have little regard for the governing rules and regulations and apparently the neighbourhood. This together with the excessive height increase is reason enough for rejection of this application.

I trust that the Board will reject the application for the betterment of the community, the neighbourhood and Area 'A',

Yours truly,

A handwritten signature in black ink that reads "Trevor Scott". The signature is written in a cursive style with a long horizontal line extending to the left from the start of the name.

Trevor Scott

cc. Mr Greg Keller, Senior Planner, RDN and chair of the Area 'A' OCP Review  
Citizens Advice Committee.

Zita Hartman  
2945 Ingram Rd.  
Nanaimo, BC  
V9X 1W8

15 Mar 09

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

DEVELOPMENT VARIANCE PERMIT APPLICATION NO. 90821

References: A. Development Variance Permit Application No. 90821 (Frank Crucil & Mindy Coles)  
B. Telecon with a Pylades Dr. Resident on 14 Mar 09

Dear Mr Stanhope and RDN Board members,

1. During ref. B. I was informed that in recent months, Pylades Dr. Residents have been confronted with a serious issue that may set precedence to other such illegal construction. Here's what happened. Construction of the base for a large boat hoist was done in 2007 without any approval from the Ministry of Agriculture and Lands or any permits from the RDN. The location of this base is on Crown Land, not on the owner's property. Complaints from neighbours initiated a Stop Work Order placed on this project by the RDN in Nov 07. The owner ignored this order and continued to erect a steel hoist, which far exceeds the maximum permitted height regulation of 1m. In Jul 08, the RDN Bylaw Officer ordered the resident to remove the structure as it had no legal status.

2. The owner has since applied for a Development Variance Permit requesting that the RDN permit this hoist height of 20.7 feet high, (6.3 metres) which is 17 feet higher than the permitted height of the Bylaw. The Bylaw only allows a structure to be 3.3 feet (1 metre) above the high water. This application request for a variance came before the RDN Electoral Area Planning Committee (EAPC) meeting on Tue. 10 Mar 09. The EAPC denied the application and referred the issue of regulating docks and structures on the foreshore of Electoral Area 'A' to the Electoral Area 'A' OCP Review Citizens Advisory Committee for consideration and discussion in accordance with the Electoral Area 'A' OCP Review Terms of Reference. Both the motion denying the application and referring the issue as above will come before the Regular RDN Board meeting on Tue 24 Mar 09 for the RDN Full Board to approve.

3. It is essential that the RDN Board support the EAPC motion denying Development Variance Application and the referral of Docks and Structures to the OCP Committee. The neighbourhood clearly objects to this over height structure and is asking the Directors to support the referral to the OCP Review Committee in order to have a much wider community view point on what they want the shoreline to look like. If the denial and referral do not pass on the March 24<sup>th</sup> meeting, this will set precedence for other water front property owners to install similar over height structures. The residents insist on having the Water 1 Bylaw of 1 metre height restriction enforced until the community has decided otherwise.

4. The following are verbatim comments collected from residents and neighbours of this area who are opposing this type of structure, its location and height:

- a. "This 20 ft hoist is blight on our pristine, magnificent, beautiful shoreline."
- b. "This hoist is not absolutely necessary, there is an alternative."

RDN		
CAO	GMF&IS	
GMDS	GMR&PS	
GMES	GMIS	
MAR 17 2009		
SMCA		
CHAIR	<input checked="" type="checkbox"/>	BOARD

c. "There is no compelling reason the property owner could not put in a ramp as is what the majority of water front properties have and there does not seem to be any objection to and is very acceptable because ramps are low to the lay of the land (foreshore)"

d. "There is a marina within 5 minutes walking distance which several water front property owners on Pylades Drive presently and previously use."

e. "It is an eyesore and a contention for other property owners whose property juts out further along the shore and would have to have this in view all the time."

f. "These waterfront properties are valued at \$million some more, some less and were not expecting to be looking at a structure exceeding the bylaw of 1 metre."

g. "This type of structure belongs in an industrial location or a marina not in a residential area."

h. "It is unacceptable in this case to accept approval from property owners who do not have this structure in their view."

i. "Not all adjacent property owners were solicited."

j. "This unnecessary structure is obstructing photographers in their regular picture taking of the beautiful cove/bay 3 properties away from this structure. Photographing our beautiful sunsets, water fowl flocking here in winter and summer, not to mention the mammals like otters, mink, sea lions etc. During herring season a magnificent frenzy is created with uncountable eagles, seagulls, crows, seal, sea lions and the like. Looking at the cove with the variety of greenery, arbutus, maples, evergreens including fauna and flora in the background is so picturesque in all seasons. This structure would ruin these views."

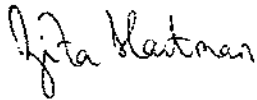
k. "This structure would definitely affect me in my peaceful surrounding environment."

l. "It goes against the current bylaw, which should be respected and followed as it is a great rule and was made for a good reason."

5. In summary, at ref. A, the Development Variance Permit was requested to vary the maximum height of the structure to permit construction of a boat hoist at 2486 Pylades Drive, Area 'A' Regional District of Nanaimo. This is a serious issue to which some of the area residents have been subjected for the past few years. This either calls for some community input and action prior to any decisions are made or ideally a flat denial from the RDN would be most favorable.

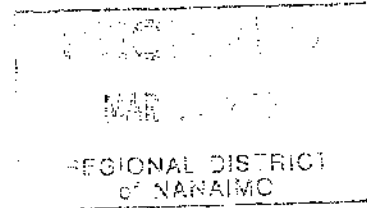
6. Please feel free to contact me for further input or information at (250) 722-3336 or by email at [daisyhillmeadows@shaw.ca](mailto:daisyhillmeadows@shaw.ca). Thank you for your consideration and action Sir.

Sincerely,



Zita Hartman  
Boat Harbour Area Resident

TO: BOARD OF DIRECTORS  
REGIONAL DISTRICT OF NANAIMO



RE: Development Variance Permit Application No.90821  
Frank Crucil & Mindy Coles,  
2486 Pylades Drive  
Lot 5, Section 8, Range 6, Cedar District, Plan 35929

I am opposed to the boat hoist structure on crown land at the above location because of its appearance and its height.

I do not understand or see the need for a hoist to be used to place a boat in the water when there is an option of a boat ramp provided for in the Bylaw. The majority of residences, where the rock outcropping is similar, have constructed a boat ramp which works well for any size craft. In some cases a rail system was constructed and these can be achieved within the Bylaw maximum height of 1.0 m.

I **insist** the RDN **enforce** the provisions with respect to Water 1 Zone which states the **maximum** number and size of buildings and structures **be 1.0 m. high** and that the RDN **do not approve** any applications to vary the 1.0 m height for a boat ramp structure.

Name & Signature

Address

Date

C. W. JANSEN  
signature

2500 INGRHILL RD. EAST  
~~THE~~ MY PROPERTY OVERLOOKS  
SAID BOAT HOIST

MARCH 16 2009

MARIE MORISSETTE  
signature

2470 INGRAM RD EAST  
I object to the use of crown land & defacing  
the foreshore

MARCH 16 2009

Ken Saunders  
signature

2485 Pylades Drive  
I was not approached, by Crucil  
The crane is directly in front of  
my house.

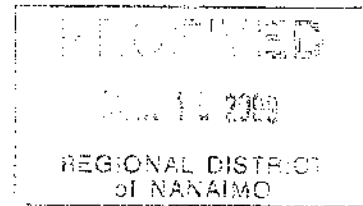
MAR 17 2009

signature

3311 Biscoe Rd.

TO: BOARD OF DIRECTORS  
REGIONAL DISTRICT OF NANAIMO

RE: Development Variance Permit Application No.90821  
Frank Crucil & Mindy Coles,  
2486 Pylades Drive  
Lot 5, Section 8, Range 6, Cedar District, Plan 35929



I am opposed to the boat hoist structure on crown land at the above location because of its appearance and its height.

I do not understand or see the need for a hoist to be used to place a boat in the water when there is an option of a boat ramp provided for in the Bylaw. The majority of residences, where the rock outcropping is similar, have constructed a boat ramp which works well for any size craft. In some cases a rail system was constructed and these can be achieved within the Bylaw maximum height of 1.0 m.

I insist the RDN enforce the provisions with respect to Water 1 Zone which states the maximum number and size of buildings and structures be 1.0 m. high and that the RDN do not approve any applications to vary the 1.0 m height for a boat ramp structure.

<u>Name &amp; Signature</u>	<u>Address</u>	<u>Date</u>
Laurie Meijer Drees signature	3284 Bissel Rd. I LIVE ON THE FORESHORE & ABIDE WITH REGULATIONS	17 March 09
	2560 Pylades	17 MARCH 09
M. Shakespeare signature	2455 Ingram	March 17/09
Mercedes Sabarre signature	2464 Ingram	March 17/09
Patricia Knowles signature	2565 Ingram Rd E. No build before permits! No permit should be granted for this fixture.	18 March 2009

Section 3.4.91

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**WATER 1**

**WA1**

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**Permitted uses and Minimum Site Area**

Permitted Uses	Required Site Area with:		
	Community Water & Sewer System	Community Water System	No Community Services
a) Aquaculture	5000 m <sup>2</sup>	5000 m <sup>2</sup>	5000 m <sup>2</sup>
b) Boat Ramp	2000 m <sup>2</sup>	2000 m <sup>2</sup>	2000 m <sup>2</sup>

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**Maximum Number and Size of Buildings and Structures**

Height <sup>1</sup> 1.0 m above surface of water measured from the natural boundary

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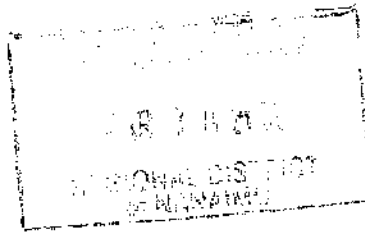
**Minimum Setback Requirements**

All lot lines or lease boundaries - 3.0 m

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<sup>1</sup> Bylaw No. 500.174, adopted October 10, 1995

March 13, 2009



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

Pam Robertson/Steve Busswood,  
3557 Collingwood Drive,  
Nanose Bay, B.C.  
V9P 9G4

Attn: Lainya Rowett

**Re: DVP # 90901**  
**3551 Collingwood Drive**  
**Variance meeting - Tuesday, March 24/09**

Dear Variance Board:

We live directly next door to the property in question at 3551 Collingwood Drive and would like to express our concerns if a variance is NOT permitted to allow this property to be completed as soon as possible.

We own a Bed and Breakfast and we are greatly affected as to the current unfinished construction on this property. At present our guests including us are forced to look out to an unsightly mess in the backyard of this home under construction with rocks and dirt piled high, weeds and other construction materials. It is truly a huge eye sore. We are forced to keep our blinds down all day now so we don't see this.

We have a covenant in Fairwinds that says all homes are to be fully completed within 6 months of construction and this is now going on 7 months with NO END IN SIGHT. This is to say the least causing us a lot of grief and hardship. Our business is being directly affected by this disaster next door to us.

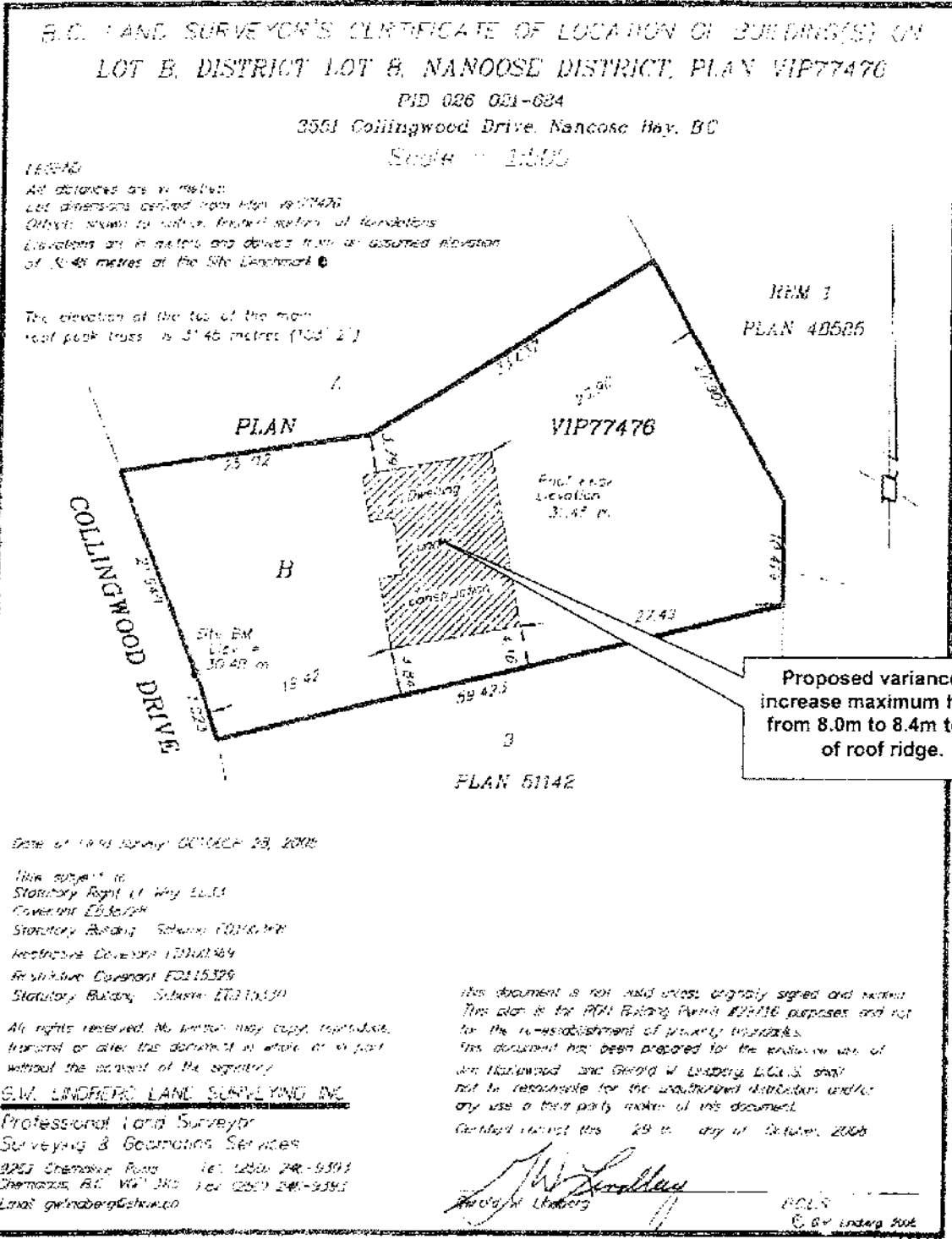
We are please asking that the RDN **APPROVE this variance** so construction can resume and we can look forward to a more pleasant sight next door to us. We have no problem at all with the height of this property under constriction and the height does not affect us at all only the MESS.

Thank you

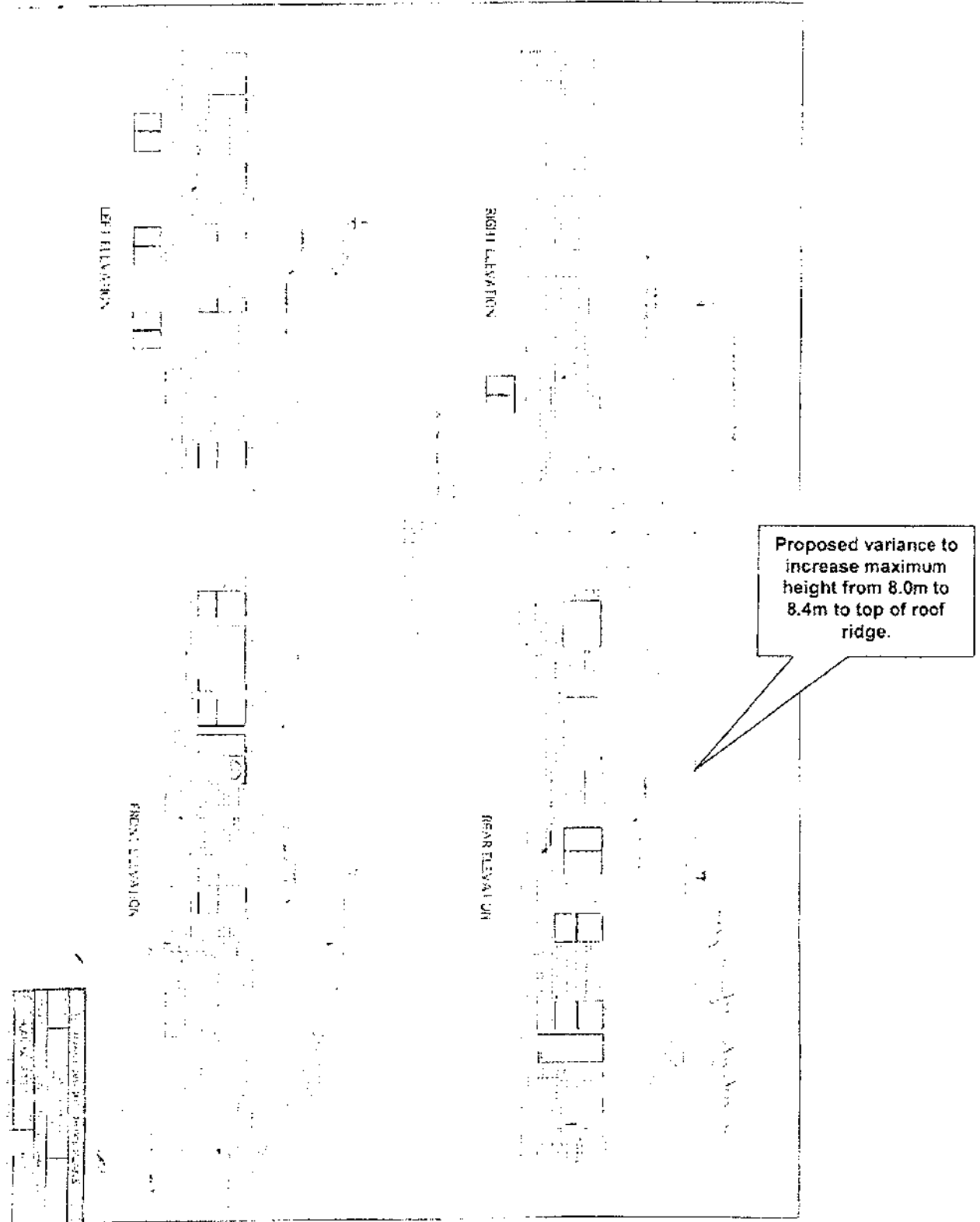
Pam Robertson/Steve Busswood  
Bed and Breakfast On The Green  
[www.bedandbreakfastonthegreen.com](http://www.bedandbreakfastonthegreen.com)  
250-468-0199



**Schedule No. 1  
Development Variance Permit Application No. 90901  
Survey Plan and Requested Variance for 3551 Collingwood Drive**

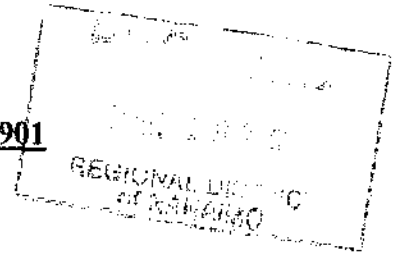


Schedule No. 2  
Development Variance Permit Application No. 90901  
Proposed Building Elevations for 3551 Collingwood Drive



Re: DEVELOPMENT VARIANCE PERMIT APPLICATION NO. 90901

Attention: The Board Chairperson, Regional District of Nanaimo  
-- Meeting 24/3/09



From:

John Clinton Cawood  
Resident and Property Owner  
3545 Collingwood Drive

\*\*\* immediately adjacent to the property ref. to this DVP application.

**I SUPPORT THIS APPLICATION WITH THE UNDERSTANDING THAT THE BUILDER WILL NOW PROCEED AT ONCE TO COMPLETE THE BUILDING TOGETHER WITH THE LANDSCAPING; AND THAT THIS BE DONE WITHIN A REASONABLE TIME FRAME.**

**AS IT STANDS NOW, THIS UNFINISHED PROJECT ON MY BORDER IS LIKELY TO HAVE A NEGATIVE IMPACT ON THE VALUE OF MY PROPERTY WHICH I PRESENTLY HAVE FOR SALE.**

**I CANNOT UNDERSTAND WHY THIS ERROR IN HEIGHT WAS NOT PICKED UP AT A MUCH EARLIER STAGE FIRST BY THE RDN PLANNING DEPARTMENT AND LATER BY THE BUILDING INSPECTORS.**

John Clinton Cawood

*John Cawood*  
*March 17th.*



EDM REPORT	
CAC APPROVAL (initials)	
EAP	
COW	
MARCH 17 2009	
RHD	
BOARD	1 / 11 MARCH 24 '09

# MEMORANDUM

**TO:** Geoff Garbutt  
Manager of Community Planning

**DATE:** March 16, 2009

**FROM:** Susan Cormie  
Senior Planner

**FILE:** 3360 30 0802

**SUBJECT:** Amendment Bylaw No. 500.347  
JE Anderson, BCLS on behalf of D Morgan  
Electoral Area 'H' – Spider Lake Road, Spider Lake Area

## PURPOSE

To receive the Summary of the Minutes and Submissions of the Public Hearing held on February 19, 2009 and further, to consider Bylaw No. 500.347, 2009 for 3<sup>rd</sup> reading.

## BACKGROUND

Bylaw No. 500.347 was introduced and given 1<sup>st</sup> and 2<sup>nd</sup> reading on January 27th, 2009. This was followed by a Public Hearing held on Thursday, February 19, 2009. The summary of the minutes and submissions is attached for the Board's consideration (*see Attachment No. 2*).

The purpose of this amendment bylaw is to rezone the parcel legally described as Lot 20, Block 360, Newcastle District, Plan 37698 and located adjacent to Spider Lake Road in the Spider Lake Area of Electoral Area 'H' (*see Attachment No. 1 for location of subject property*) from Subdivision District 'B' (8.0 ha minimum parcel size with or without community services) to Subdivision District 'CC' (4.0 ha minimum parcel size with or without community services) with a minimum parcel size of 4.0 ha in order to facilitate a 2-lot subdivision of the parent parcel (*see Schedule No. 2 for proposed plan of subdivision*).

The applicant is in concurrence to meet a number of conditions of development, which are to be completed prior to consideration of adoption of the bylaw. These conditions are outlined in *Schedule No. 1* of this report.

## ALTERNATIVES

1. To receive the Report of the Public Hearing and give 3<sup>rd</sup> reading to "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009".
2. To receive the Report of the Public Hearing and deny "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009".

## INTERGOVERNMENTAL IMPLICATIONS

Referrals were sent to the Ministry of Transportation & Infrastructure, the Vancouver Island Health Authority, and the Bow-Home Bay Volunteer Fire Department. Comments received are as follows:

*Ministry of Transportation & Infrastructure* – Ministry staff indicated that the Ministry has no objection to this application, but this is not to be construed as an approval of subdivision.

Vancouver Island Health Authority – staff has indicated that the Ministry has no objections to this application.

Local Fire Department – The Fire Chief indicated that as no further subdivision would be allowed, there would be no objection to this application.

**PUBLIC CONSULTATION IMPLICATIONS**

The proceedings are outlined in the Summary of the Minutes and Submissions of the Public Hearing attached to this report (see Attachment No. 2). It is noted that there were no written submissions received as part of the Public Hearing process.

**VOTING**

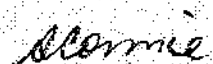
Electoral Area Directors - one vote, except Electoral Area 'B'.

**SUMMARY**

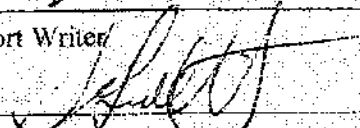
The purpose of Bylaw No. 500.347, 2009 is to rezone Lot 20, Block 360, Newcastle District, Plan 37698, located adjacent to Spider Lake Road in the Spider Lake area of Electoral Area 'H', to facilitate the subdivision of the parent parcel. The amendment bylaw was introduced and given 1<sup>st</sup> and 2<sup>nd</sup> reading on January 27, 2009 and proceeded to Public Hearing on February 19, 2009. The requirements set out in the Conditions of Approval are to be completed by the applicant prior to the Board's consideration of the bylaw for adoption. Therefore, staff recommends that Bylaw No. 500.347, 2009 be considered for 3<sup>rd</sup> reading.

**RECOMMENDATIONS**

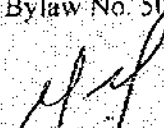
1. That the Report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held on February 19, 2009 as a result of public notification of "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009" be received.
2. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.347, 2009" be given 3rd reading.
3. That the conditions as outlined in Schedule No. 1 be completed by the applicant to the satisfaction of the Regional District prior to consideration of adoption of Bylaw No. 500, 347, 2009.

  
\_\_\_\_\_

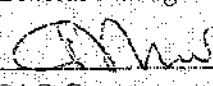
Report Writer

  
\_\_\_\_\_

Manager Concurrence

  
\_\_\_\_\_

per General Manager Concurrence

  
\_\_\_\_\_

CAO Concurrence

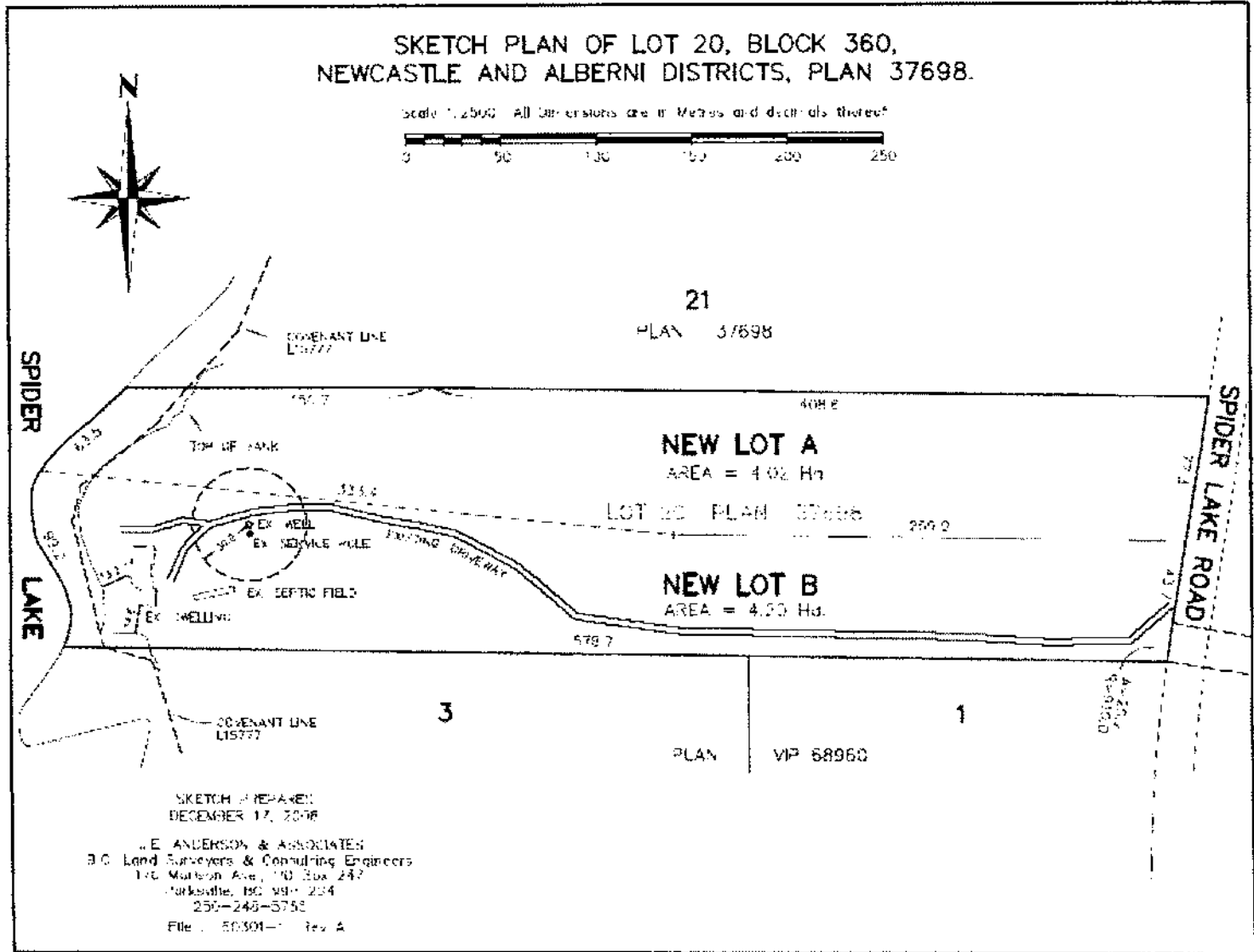
COMMENTS:

**Schedule No. 1**  
**Conditions for Approval**  
**Amendment Application No. ZA0802**  
**Lot 20, Block 360, Newcastle District, Plan 37698**

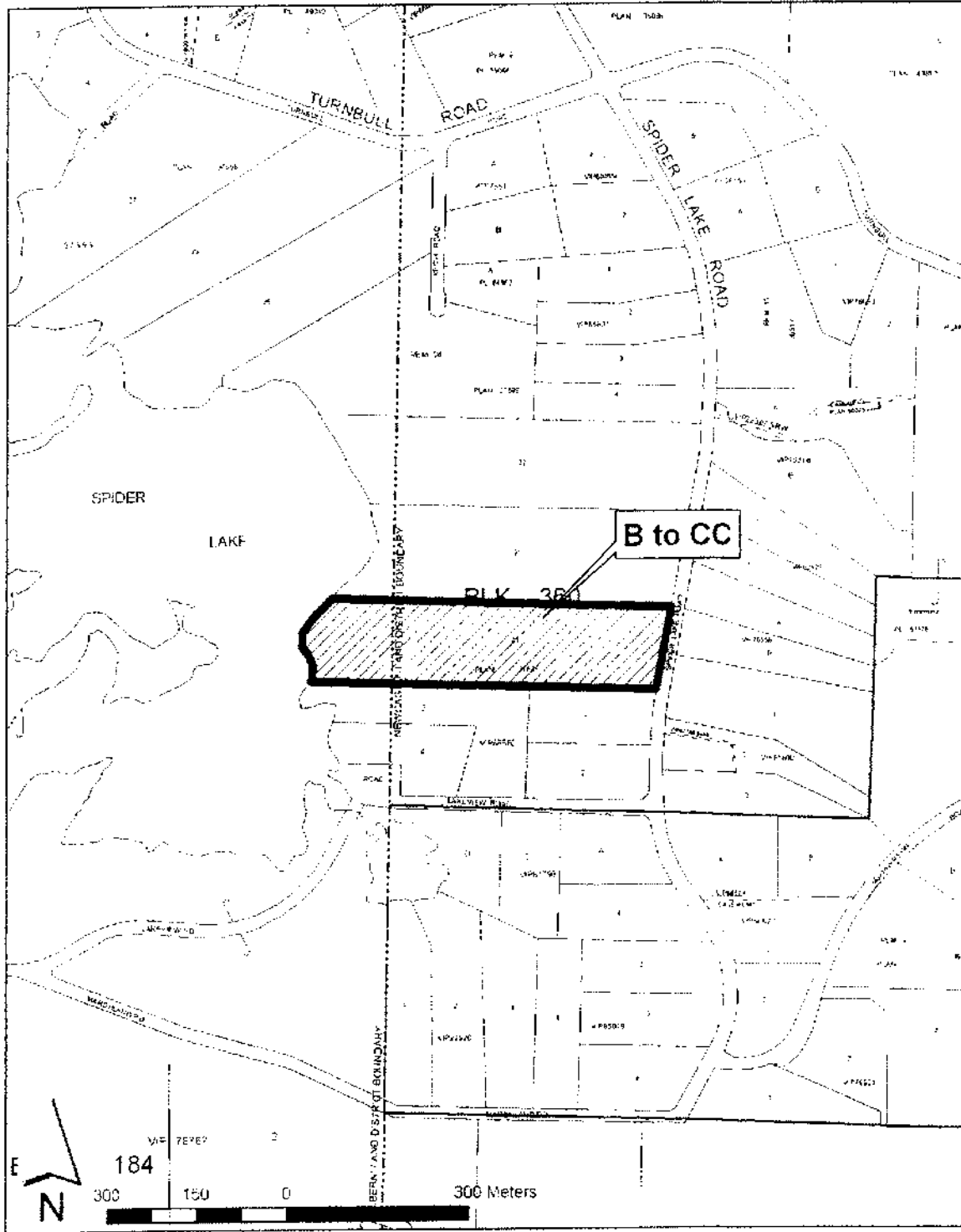
The applicant is to provide the following documentation prior to the amendment applications being considered for 4<sup>th</sup> reading:

1. All covenants are to be prepared and registered by the applicant to the satisfaction of the Regional District prior to consideration of 4<sup>th</sup> reading. Draft covenant documents are to be forwarded to the RDN for review prior to registration at Land Title Office, Victoria, BC. For all proposed parcels, the following section 219 covenants shall be registered on title:
  - a) A section 219 covenant restricting:
    - i) No further subdivision of the land, including a subdivision pursuant to the *Strata Property Act*;
  - c) A section 219 covenant registering the Hydrogeological Assessment Report prepared by H<sub>2</sub>O Environmental Ltd., dated August 26, 2008.
  - d) A section 219 covenant restricting the subdivision of the parent parcel as set out in the proposed plan of subdivision attached as Schedule No. 2 to this staff report.
2. Parent parcel be included into the Building Services Area.

Schedule No. 2  
Proposed Plan of Subdivision  
Amendment Application No. ZA0802



**Attachment No. 1**  
**Location of Subject Property**  
**Amendment Application No. ZA0802**



BC63 MAPSHEET NO. 02F 07 24



**Attachment No. 2**

**REGIONAL DISTRICT OF NANAIMO**

**Report of the Public Hearing  
Held at Lighthouse Community Hall  
240 Lions Way, Qualicum Bay, BC  
Thursday February 19, 2009 at 7:00 pm**

**To Consider Regional District of Nanaimo Land Use and Subdivision Bylaw  
Amendment Bylaw No. 500.347, 2009**

**Summary of Minutes and Submissions**

*Note that these minutes are not a verbatim recording of the proceedings, but summarize the comments of those in attendance at the Public Hearing.*

**PRESENT:**

David Bartram  
Susan Cormie

Chairperson, Director, Electoral Area 'H'  
Senior Planner

There was one person in attendance.

The Chairperson called the Hearing to order at 7:00 p.m., introduced those present representing the Regional District, and outlined the procedures to be followed during the Hearing.

The Senior Planner provided an outline of the Bylaw including a summary of the proposal.

The Chairperson called for formal submissions with respect to Bylaw 500.347, 2009.

The Chairperson called for further submissions for the second time.

The Chairperson called for further submissions a third and final time.

There being no further submissions, the Chairperson adjourned the Hearing at 7:05 p.m.

Certified true and accurate this 16th day of March, 2009.

\_\_\_\_\_  
Susan Cormie  
Recording Secretary

\_\_\_\_\_  
Director David Bartram  
Chairperson, Electoral Area 'H'



	GAO APPROVAL	<i>OK</i>
EAP		
COV		
RHD		
BOARD		<i>March 24 '09</i>

# MEMORANDUM

**TO:** Geoff Garbutt  
Manager of Community Planning

**DATE:** March 16, 2009

**FROM:** Susan Cormie  
Senior Planner

**FILE:** 3360 30 0705

**SUBJECT:** Amendment Bylaw No. 500.348  
Fern Road Consulting on behalf of Signal Road Pharmacy Ltd. (An Alberta Company) & Walhern Ventures Inc., Inc. No. A58712  
Electoral Area 'E' – Claudet & Prawn Roads

## PURPOSE

To receive the Summary of the Minutes and Submissions of the Public Hearing held on March 9, 2009 and further, to consider Bylaw No. 500.348, 2009 for 3<sup>rd</sup> reading.

## BACKGROUND

Bylaw No. 500.348 was introduced and given 1<sup>st</sup> and 2<sup>nd</sup> reading on February 24th, 2009. This was followed by a Public Hearing held on Monday, March 9, 2009. The summary of the minutes and submissions is attached for the Board's consideration (*see Attachment No. 2*).

The purpose of this amendment bylaw is to rezone the properties located adjacent to Claudet and Prawn Roads and legally described as Lot 1, District Lot 84, Nanoose District, Plan 47545 from Rural 5 Subdivision District 'D' (RU5D) (*2.0 ha minimum parcel size with or without community services*) and Lot 2, Plan 47545 and Lot A, Plan VIP80224, Both of District Lot 84, Nanoose District, from Resource Management 3 Subdivision District 'B' (RM3B) (*8.0 ha minimum parcel size with or without community services*) to Rural 10 (RU10) Subdivision District 'Z' (*No further subdivision*) in order to facilitate the development of five-lot subdivision with a maximum of 1 dwelling unit per lot (*see Schedule No. 2 for proposed plan of subdivision*).

The applicant is in concurrence to meet a number of conditions of development, which are to be completed prior to consideration of adoption of the bylaw. These conditions are outlined in *Schedule No. 1* of this report.

## ALTERNATIVES

1. To receive the Report of the Public Hearing and give 3<sup>rd</sup> reading to "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009".
2. To receive the Report of the Public Hearing and deny "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009".

## INTERGOVERNMENTAL IMPLICATIONS

Referrals were sent to the Ministry of Transportation & Infrastructure, the Vancouver Island Health Authority, and the Nanoose Bay Volunteer Fire Department. Comments received are as follows:

*Ministry of Transportation & Infrastructure* – Ministry staff indicated that the Ministry has no objection to this application, but this is not to be construed as an approval of subdivision.

*Vancouver Island Health Authority* – staff has indicated that the Ministry has no objections to this application.

*Local Fire Department* – The Fire Chief indicated that there is no objection to this application.

**PUBLIC CONSULTATION IMPLICATIONS**

The proceedings are outlined in the Summary of the Minutes and Submissions of the Public Hearing attached to this report (*see Attachment No. 2*). With respect to written submissions received as part of the Public Hearing process, the applicant's agent submitted an amended vegetation retention plan which shows an increase in the proposed buffer area adjacent to those parcels along Nuttal Drive which abut the subject properties. As this is a minor change and does not affect the use or density of the proposed zoning amendment bylaw and further as there was no public objection to this change, staff recommends that the amended plan for vegetation retention be included in the Conditions of Approval (*see Schedule No. 1 for Amended Conditions for Approval*).

**VOTING**

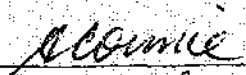
Electoral Area Directors - one vote, except Electoral Area 'B'.

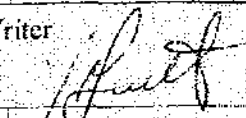
**SUMMARY**

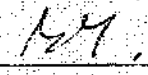
The purpose of Bylaw No. 500.348, 2009 is to rezone Lots 1 and 2, Plan 47545 and Lot A, Plan VIP80224, All of District Lot 84, Nanoose District located adjacent to Claudet and Prawn Roads in the Electoral Area 'E', to facilitate the subdivision of the parent parcels. The amendment bylaw was introduced and given 1<sup>st</sup> and 2<sup>nd</sup> reading on February 24, 2009 and proceeded to Public Hearing on March 9, 2009. The requirements set out in the *Amended* Conditions of Approval are to be completed by the applicant prior to the Board's consideration of the bylaw for adoption. Therefore, staff recommends that Bylaw No. 500.348, 2009 be considered for 3<sup>rd</sup> reading.

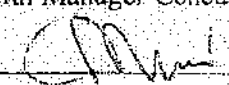
**RECOMMENDATIONS**

1. That the Report of the Public Hearing containing the Summary of Minutes and Submissions of the Public Hearing held on March 9, 2009 as a result of public notification of "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009" be received.
2. That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.348, 2009" be given 3rd reading.
3. That the conditions as outlined in Schedule No. 1 be completed by the applicant to the satisfaction of the Regional District prior to consideration of adoption of Bylaw No. 500.348, 2009.

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

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

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

  
\_\_\_\_\_  
CAO Concurrence

**COMMENTS:**

**Schedule No. 1**  
**Amended Conditions for Approval**  
**Amendment Application No. ZA0705**  
**Development Agreement**

The applicant is to provide the following documentation prior to the amendment application being considered for 4<sup>th</sup> reading:

**DEVELOPMENT AGREEMENT**

Applicant to prepare a section 219 covenant to secure the following conditions. This covenant is to be prepared and registered by the applicant to the satisfaction of the Regional District prior to consideration of 4<sup>th</sup> reading. Draft covenant document is to be forwarded to the RDN for review prior to registration at Land Title Office, Victoria, BC.

The applicant agrees that all requirements set out in this Development Agreement must be fulfilled prior to final approval of subdivision of any portion of the land.

**Subdivision of the Lands**

The subject parcels may only be subdivided in substantial compliance with the *Amended Proposed Subdivision of Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, District Lot 84, Nanoose District*, prepared by Sims Associates and dated revision 2009/01/29 (received March 3, 2009) as shown on Schedule No. 2 and to be attached to the Development Agreement.

**Park Land**

The applicant will complete the following to the satisfaction of the Regional District of Nanaimo:

1. Transfer as a fee simple parcel or dedicate as park land, the land labeled as bike path as shown on the Proposed Subdivision of Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, District Lot 84, Nanoose District, prepared by Sims Associates and dated revision 2009/01/29 as shown on Schedule No. 2 and to be attached to the Development Agreement.
2. Design and construct a pedestrian trail in accordance with the Regional District of Nanaimo General Footpath Development Guidelines (to be attached to the Development Agreement).
3. Provide one (1) trailhead sign and trail markers as required in consultation with the RDN Recreation and Parks staff and to the satisfaction of the Regional District of Nanaimo.
4. Provide suitable barriers at the trailhead entrance to discourage motorized vehicles from utilizing the trail in consultation with the RDN Recreation and Parks staff and to the satisfaction of the Regional District of Nanaimo.

**Environmental Management**

1. The applicant's environmental consultant will provide written certification that the recommendations for mitigation and the conclusions and recommendations set out in the report entitled *Biophysical Assessment and General Environmental Management Plan - Development Property, Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, DL 84, Nanoose District*, prepared by EBA Engineering Consultants Ltd. and dated February 20, 2007 have been carried out in the development of the subject parcels to the satisfaction of the environmental consultant.
2. With respect to Recommendation No. 4 concerning the fenced buffer area for the eagle nest tree, this fence is to be constructed to the Ministry of Environment's *Develop with Care: Environmental Guidelines for Urban and Rural Land Development in British Columbia* under the supervision of a Qualified Environmental Professional. With respect to signage, a sign to be installed indicating the presence of the eagle nest tree along with educational information.

### **Hydrogeological Management**

The applicant's hydrogeological engineer with current BC certification will provide written certification that the conclusions and recommendations set out in the report titled Amended Preliminary Hydrogeological Assessment Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, DL 84, Nanoose District, prepared by EBA Engineering Consultants Ltd. and dated October 28, 2008 have been completed to the engineer's satisfaction.

### **Vegetation Retention**

Vegetation will be retained for those areas of the subject parcels as shown on the *Amended* Proposed Subdivision of Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, DL 84, Nanoose District, prepared by Sims Associates and dated revision 2009/01/29 (received by RDN March 3, 2009) as shown on Schedule No. 2 and to be attached to the Development Agreement. Submitted images will serve as the base line information for the vegetation retention. Removal of invasive plants or noxious weeds on a small scale within the vegetation retention area including but not limited to Scotch broom, Himalayan blackberry, morning glory, and purple loosestrife, is permitted provided the area is replanted. There shall be no removal of dangerous trees without prior consent of the RDN.

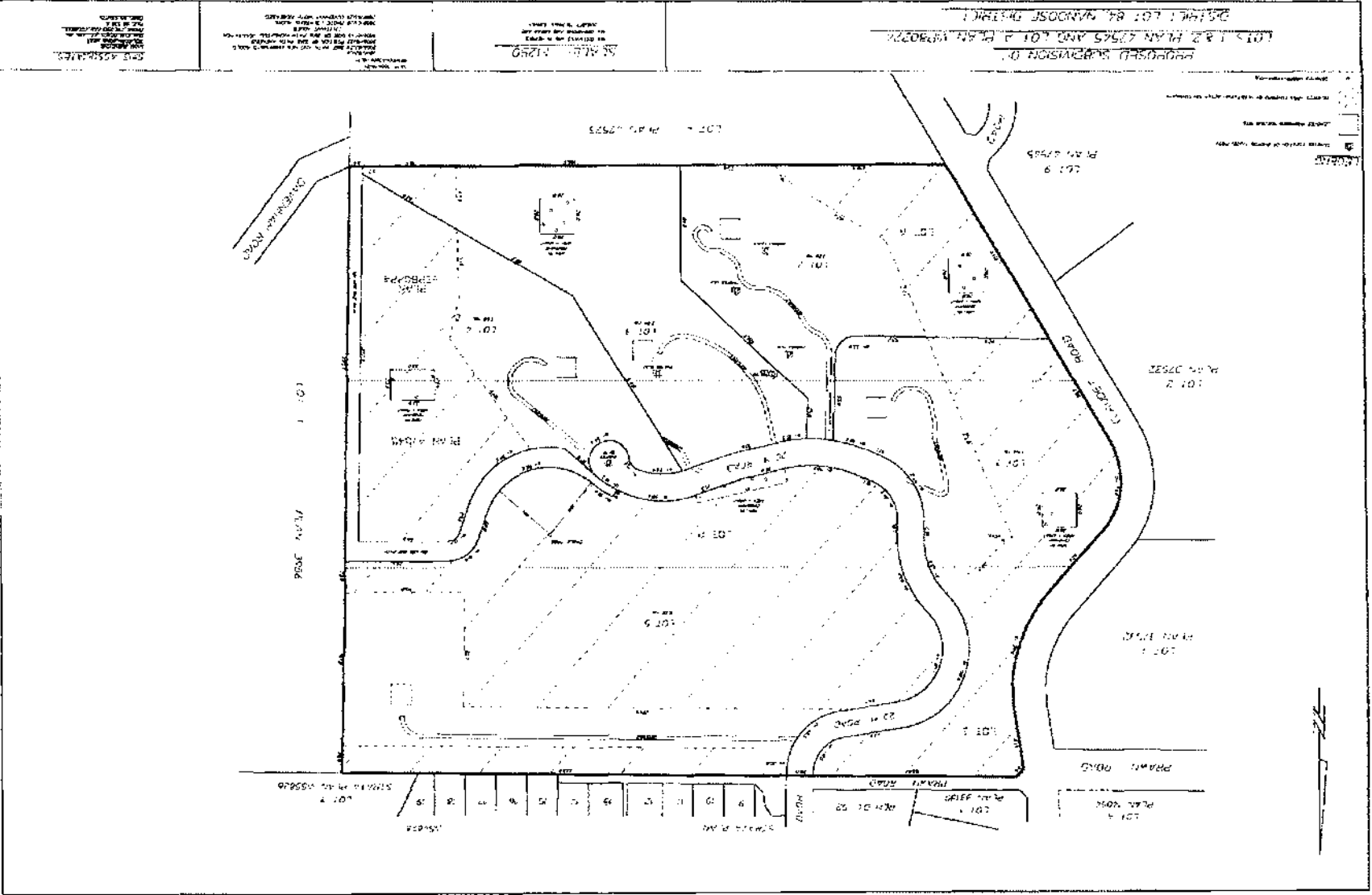
### **Eagle Nest Tree**

The eagle nest tree and 50.0 metre buffer area as shown on the Proposed Subdivision of Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, DL 84, Nanoose District, prepared by Sims Associates and dated revision 2009/01/29 as shown on Schedule No. 2 and to be attached to the Development Agreement will be protected. There shall be a no disturbance / no removal of vegetation for the 50-metre radius buffer area.

### **Geotechnical Report**

The geotechnical report titled Geotechnical Appraisal – Development Property, Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, DL 84, Nanoose District, prepared by EBA Engineering Consultants Ltd. and dated October 29, 2008 for the proposed parcels as shown on the Proposed Subdivision of Lots 1 & 2, Plan 47545 and Lot A, Plan VIP80224, DL 84, Nanoose District, prepared by Sims Associates and dated revision 2009/01/29 as shown on Schedule No. 2 and to be attached to the Development Agreement shall be adhered to. Applicant's professional engineer with certification in BC shall provide certification that the development has been to the completed to the engineer's satisfaction.

**Schedule No. 2**  
**Proposed Plan of Subdivision – Received March 3, 2009**  
**Amendment Application No. ZA0705**





**Attachment No. 2  
REGIONAL DISTRICT OF NANAIMO**

**Report of the Public Hearing  
Held at Nanoose Community Library  
2812 Northwest Bay Road, Nanoose Bay, BC  
Monday, March 9, 2009 at 7:30 pm**

**To Consider Regional District of Nanaimo Land Use and Subdivision Bylaw  
Amendment Bylaw No. 500.348, 2009**

**Summary of Minutes and Submissions**

*Note that these minutes are not a verbatim recording of the proceedings, but summarize the comments of those in attendance at the Public Hearing.*

**PRESENT:**

George Holme  
Susan Cormie  
Angela Buick

Chairperson, Director, Electoral Area 'E'  
Senior Planner  
Planning Technician

There were 17 people in attendance.

The Chairperson called the Hearing to order at 7:30 p.m., introduced those present at the head table and outlined the procedures to be followed during the Hearing.

The Senior Planner provided an outline of the Bylaw including a summary of the proposal. The Senior Planner read into the minutes a submission from the applicant proposing to amend the vegetation retention covenant to increase the covenant area to 20 metres along the lot line abutting the adjacent Nuttal Drive properties.

The Chairperson called for formal submissions with respect to Bylaw 500.348, 2009.

Lesley Kenyon, 1664 Claudet Road stated a concern with respect access to the proposed subdivision in that she did not want traffic along the un-built portion of Prawn Road which would result in cars 10 feet from her front door.

The Senior Planner explained that the access to the cul-de-sac would be from the portion of Prawn Road that is partially built now and not from the un-built portion of the road. The Senior Planner also noted that the Ministry of Transportation and Infrastructure will not permit any accesses directly to Claudet Road for this application.

Robert Ormand, 2484 Nuttal Drive, asked for clarification as to how far back the proposed driveway would be from his rear lot line.

The Senior Planner explained that applicant has offered to amend the vegetation retention area to increase it from 10 metres to 20 metres.

Jim Lettic, 2855 Ashcraft Road, asked whether there will be a dedicated bike path implemented as part of the plans and if it will be connected in a contiguous manner to Davenham Road. Mr. Lettic also asked if the proposed parcels would be served with community water.

The Senior Planner explained that the applicant has offered the dedication and construction of a trail in the area from the proposed cul-de-sac to the south east corner of the property. The Senior Planner noted



that parks staff will forward an application for license of occupation to allow a trail across the corner of the adjacent Crown land to connect to Davenham Road. The Senior Planner explained that the subject properties are located outside of an Urban Containment Boundary and a local community water service area and therefore, there will be no community water to serve the proposed lots.

Roland Emery, 1661 Claudet Road, stated that he was concerned with potential drainage from the proposed lots onto his property. Mr. Emery also stated that he did not receive any information about the proposed subdivision layout and this information should be part of the notification process.

The Senior Planner explained that the notification of this amendment application was in keeping the statutory provisions of the *Local Government Act*.

The Chairperson called for further submissions.

John Barnes, 2476 Nuttal Drive, asked whether there was going to be underground services provided as part of the subdivision.

Vaughn Roberts, applicant's engineer, stated that the Hydro services would be above ground.

The Chairperson called for further submissions for the second time.

The Chairperson called for further submissions a third and final time.

There being no further submissions, the Chairperson adjourned the Hearing at 7:48 p.m.

Certified true and accurate this 16<sup>th</sup> day of March 2009.

\_\_\_\_\_  
Angela Buick  
Recording Secretary

\_\_\_\_\_  
Director George Holme  
Chairperson, Electoral Area 'E'

**Submissions**

**From:** Guy Fletcher - Sims Associates [gfletcher@simssurvey.ca]  
**Sent:** Friday, March 06, 2009 11:10 AM  
**To:** Cormie, Susan; Garbutt, Geoff  
**Subject:** Updated proposed subdivision plan, Bernie Walsh (our file 05-530)

**Attachments:** 05-530-P25.pdf  
Susan/Geoff,

Please find attached an updated proposed subdivision plan for the Claudette Road site.

The change is only small. Bernie would like to change the vegetation retention covenant area. This is at the request of a resident on Nuttall Drive who would like a larger buffer between the back of his lot and the proposed driveway running down the back of the lots on Nuttall Drive.

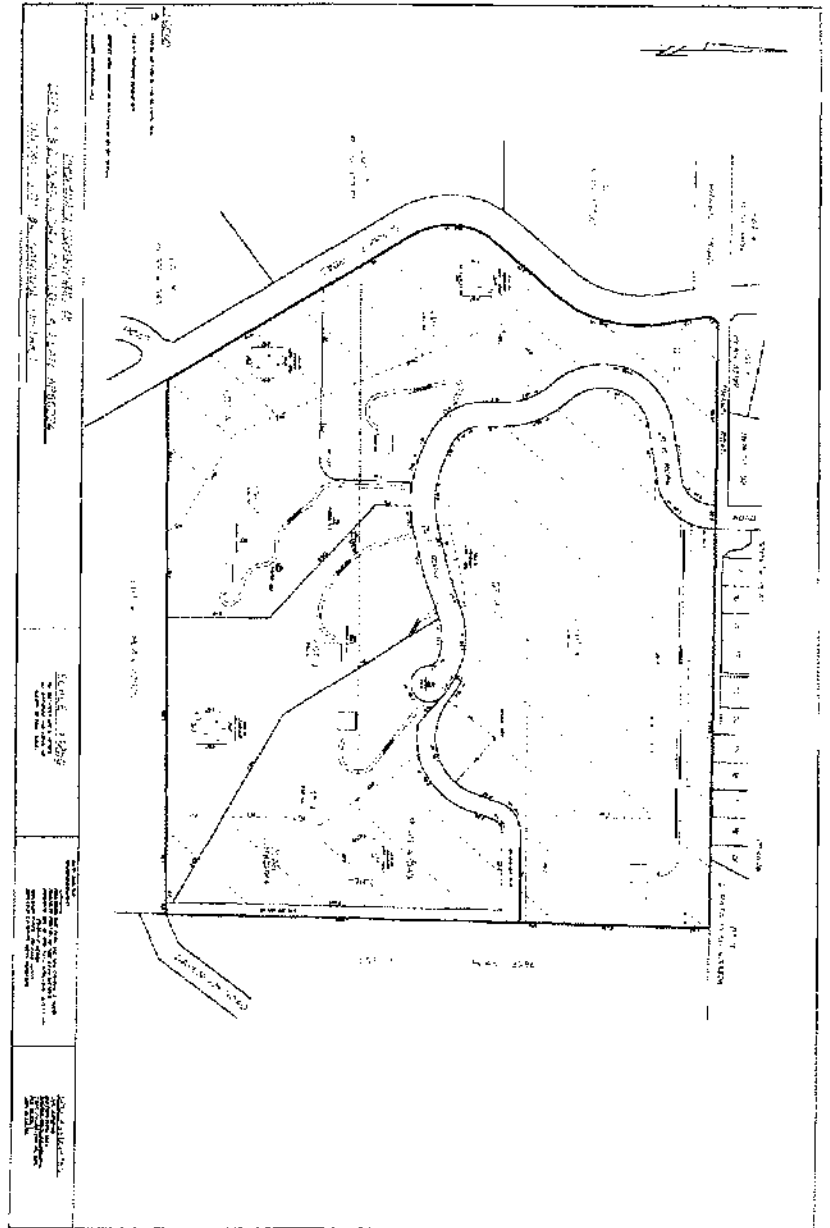
Regards

Guy Fletcher

Sims Associates Land Surveying Ltd.

Phone - 250 752 9121

Fax - 250 752 9241



REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE  
MEETING HELD ON TUESDAY, MARCH 10, 2009, AT 6:30 PM  
IN THE RDN BOARD CHAMBERS

**Present:**

Director D. Bartram	Chairperson
Director J. Burnett	Electoral Area A
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director J. Stanhope	Electoral Area G

**Also in Attendance:**

M. Pearse	Senior Manager, Corporate Administration
P. Thorkelsson	General Manager, Development Services
G. Garbutt	Manager of Current Planning
N. Tomn	Recording Secretary

**MINUTES**

MOVED Director Stanhope, SECONDED Director Burnett, that the minutes of the Electoral Area Planning Committee meeting held February 10, 2009 be adopted.

CARRIED

**PLANNING**

***DEVELOPMENT VARIANCE PERMIT APPLICATIONS***

**Development Variance Permit Application No. 90813 & Request for Relaxation of the Minimum Frontage Requirement – K & B Scott – 961 Clarke Road – Area ‘F’.**

MOVED Director Biggemann, SECONDED Director Holme, that Development Variance Permit Application No. 90813 submitted by K & B Scott, in conjunction with the subdivision on the parcel legally described as Lot A (DD 3792N) of Lot 1, District Lot 74, Newcastle District, (Part of which is situated in Cameron District), Plan 2002, Except Parts in Plans VIP72673 and VIP80243 and located at 961 Clarke Road within Electoral Area ‘F’, be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report and to the notification requirements pursuant to the *Local Government Act*.

CARRIED

**Development Variance Permit Application No. 90821 – F. Crucil & M. Coles – 2486 Pylades Drive – Area ‘A’.**

MOVED Director Burnett, SECONDED Director Young, that Development Variance Permit Application No. 90821 submitted by Frank Crucil and Mindy Coles to vary the maximum height of structures in the WA1 zone for the foreshore property adjacent to Lot 5, Section 8, Range 6, Cedar District, Plan 35929 be denied; and further that the issue of regulating docks and structures on the foreshore of Electoral Area ‘A’ be referred to the Electoral Area ‘A’ OCP Review Citizens Advisory Committee for consideration and discussion in accordance with the Electoral Area ‘A’ OCP Review Terms of Reference.

CARRIED

**Development Variance Permit Application No. 90901 – J. Hazlewood - 3551 Collingwood Drive – Area ‘E’.**

MOVED Director Holme, SECONDED Director Stanhope, that Development Variance Permit Application No. 90901 submitted by Jim Hazlewood for the property legally described as Lot B, District Lot 8, Nanoose District, Plan VIP77476 be approved subject to Schedules No. 1 to 3 of the staff report and the notification requirements pursuant to the *Local Government Act*.

CARRIED

**Development Variance Permit Application No. 90902 – E. Guenther/J. Hazlewood – 3466 Simmons Place - Area ‘E’.**

MOVED Director Holme, SECONDED Director Stanhope, that Development Variance Permit Application No. 90902 submitted by Jim Hazlewood for the property legally described as Strata Lot 56, District Lot 78, Nanoose District, Strata Plan VIS3393 together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on form 1 to legalize the height of an existing dwelling unit with a maximum height of 8.15 metres be approved subject to Schedules No. 1 to 3 of the staff report and the notification requirements pursuant to the *Local Government Act*.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 6:46 PM

CHAIRPERSON \_\_\_\_\_

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE  
MEETING HELD ON TUESDAY, MARCH 10, 2009 AT 7:00 PM  
IN THE RDN BOARD CHAMBERS

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director E. Mayne	City of Parksville
Director T. Westbrook	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director L. McNabb	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo
Director J. Kipp	City of Nanaimo

**Also in Attendance:**

C. Mason	Chief Administrative Officer
M. Pearce	Senior Manager, Corporate Administration
N. Avery	Gen. Manager of Finance & Information Services
D. Trudeau	Gen. Mgr. of Transportation & Solid Waste Services
J. Finnie	General Manager of Environmental 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 Director Unger to the meeting.

**DELEGATIONS**

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

CARRIED

**Ceri Peacey, Friends of French Creek Conservation Society, re Island Timberlands' Land Use Proposal for Hamilton Marsh.**

Ms. Peacey raised concerns held by herself and the Friends of French Creek Conservation Society with respect to Island Timberlands' land use proposal for Hamilton Marsh.

**MINUTES**

MOVED Director McNabb, SECONDED Director Johnstone, that the minutes of the regular Committee of the Whole meeting held February 10, 2009 and the special Committee of the Whole meeting held February 3, 2009 be adopted.

CARRIED

**COMMUNICATIONS/CORRESPONDENCE**

**Phil Marchant and Cleone Ratcliffe, re Outdoor Burning, Area 'B'.**

MOVED Director Holme, SECONDED Director Westbrook, that the correspondence from Phil Marchant and Cleone Ratcliffe regarding outdoor burning in Electoral Area 'B' be received.

CARRIED

**Tom Campbell, Royal Canadian Legion, re Request for Remembrance Project Support.**

MOVED Director Holme, SECONDED Director Westbrook, that the correspondence from the Royal Canadian Legion requesting the Regional District's support for the Legion's Remembrance Project, be received.

CARRIED

**Blaine Sepos, Oceanside Tourism Association, re 2008 Fourth Quarter Progress Report.**

MOVED Director Holme, SECONDED Director Westbrook, that the correspondence from the Oceanside Tourism Association including their 2008 fourth quarter progress report, be received.

CARRIED

***CORPORATE ADMINISTRATION SERVICES***

**Renewal of Property Management Services Contract – DTZ Barnicke.**

MOVED Director Westbrook, SECONDED Director Sherry, that the Board renew its property management services contract with DTZ Barnicke for a further two year term expiring in March 2011.

CARRIED

**Grants-in-Aid Advisory Committee.**

MOVED Director Young, SECONDED Director Bartram, that the Grants-in-Aid Policy No. A1.28 be approved with the amendments as presented.

CARRIED

MOVED Director Young, SECONDED Director Bartram, that the Grants-in-Aid Advisory Committee Terms of Reference be approved as presented.

CARRIED

***FINANCE AND INFORMATION SERVICES***

**FINANCE**

**Operating Results to December 31, 2008.**

MOVED Director Unger, SECONDED Director McNabb, that the summary report of financial results from operations to December 31, 2008 be received for information.

CARRIED

**Bylaw No. 1570 – 2009 to 2013 Financial Plan.**

MOVED Director Westbrook, SECONDED Director Bartram, that “2009 to 2013 Financial Plan Bylaw No. 1570, 2009” be introduced and read three times.

CARRIED

MOVED Director Westbrook, SECONDED Director Bartram, that “2009 to 2013 Financial Plan Bylaw No. 1570, 2009” be adopted.

CARRIED

**2009 Parcel Tax Rate Bylaws.**

***Bylaw No. 1567.***

MOVED Director McNabb, SECONDED Director Bartram, that “Water Services Parcel Tax Rates Bylaw No. 1567, 2009” be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Bartram, that “Water Services Parcel Tax Rates Bylaw No. 1567, 2009” be adopted.

CARRIED

***Bylaw No. 1568.***

MOVED Director McNabb, SECONDED Director Bartram, that “Sewer Services Parcel Tax Rates Bylaw No. 1568, 2009” be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Bartram, that “Sewer Services Parcel Tax Rates Bylaw No. 1568, 2009” be adopted.

CARRIED

***Bylaw No. 1569.***

MOVED Director McNabb, SECONDED Director Bartram, that “Fire Protection Services Parcel Tax Rates Bylaw No. 1569, 2009” be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Bartram, that “Fire Protection Services Parcel Tax Rates Bylaw No. 1569, 2009” be adopted.

CARRIED

***Bylaw No. 1336.06.***

MOVED Director McNabb, SECONDED Director Bartram, that “Driftwood Water Supply Service Area Parcel Tax Rate Amendment Bylaw No. 1336.06, 2009” be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Bartram, that "Driftwood Water Supply Service Area Parcel Tax Rate Amendment Bylaw No. 1336.06, 2009" be adopted.

CARRIED

*Bylaw No. 1483.03.*

MOVED Director McNabb, SECONDED Director Bartram, that "Barclay Crescent Sewer Service Area Parcel Tax Rate Amendment Bylaw No. 1483.03, 2009" be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Bartram, that "Barclay Crescent Sewer Service Area Parcel Tax Rate Amendment Bylaw No. 1483.03, 2009" be adopted.

CARRIED

*Bylaw No. 1525.01.*

MOVED Director McNabb, SECONDED Director Bartram, that "Barclay Crescent Sewer Service Area Parcel Tax Rate Amendment Bylaw No. 1525.01, 2009" be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Bartram, that "Barclay Crescent Sewer Service Area Parcel Tax Rate Amendment Bylaw No. 1525.01, 2009" be adopted.

CARRIED

## HOSPITAL

### **Bylaw No. 147 – Nanaimo Regional Hospital District Annual Budget.**

MOVED Director McNabb, SECONDED Director Mayne, that the 2009 Regional Hospital District annual budget be approved with the following components:

Property tax requisition	\$ 6,023,865
Capital grant allowance (from property taxes)	\$ 3,060,000

CARRIED

MOVED Director McNabb, SECONDED Director Mayne, that "Nanaimo Regional Hospital District Annual Budget Bylaw No. 147, 2009" be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Mayne, that "Nanaimo Regional Hospital District Annual Budget Bylaw No. 147, 2009" be adopted.

CARRIED



***DEVELOPMENT SERVICES***

**BUILDING & BYLAW**

**Contravention of Unsightly Premises Regulatory Bylaw No. 1073 – 2128 Minto Avenue – Area ‘A’.**

MOVED Director Burnett, SECONDED Director Ruttan, that should this matter not be rectified by March 24, 2009, pursuant to “Regional District of Nanaimo Unsightly Premises Regulatory Bylaw No. 1073, 1996”, the Board directs the owner to remove from the premises those items as set out in the attached Resolution within fourteen (14) days, or the work will be undertaken by the Regional District of Nanaimo’s agents at the owner’s cost.

CARRIED

**EMERGENCY PLANNING**

**Use of RDN Transit Buses During an Emergency or Disaster.**

MOVED Director McNabb, SECONDED Director Biggemann, that the Use of Transit Buses During an Emergency or Disaster Policy be approved.

CARRIED

MOVED Director McNabb, SECONDED Director Biggemann, that the updated Policy be included in the RDN Emergency Plan and distributed to stakeholder groups.

CARRIED

***TRANSPORTATION AND SOLID WASTE SERVICES***

**TRANSPORTATION**

**2009 Transit Expansion Update.**

MOVED Director McNabb, SECONDED Director Burnett, that the report on the 2009 Transit expansion be received for information and that staff reduce the Transit budget by \$48,000.

CARRIED

**SOLID WASTE**

**Amendment Bylaw No. 1531.01 – Solid Waste Management Regulation.**

MOVED Director McNabb, SECONDED Director Holme, that “Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531.01, 2009” be introduced and read three times.

CARRIED

MOVED Director McNabb, SECONDED Director Holme, that “Regional District of Nanaimo Solid Waste Management Regulation Bylaw No. 1531.01, 2009” having received three readings be adopted.

CARRIED

**Amendment Bylaw No. 1009.12 – Garbage and Recyclable Materials Collection Rates.**

MOVED Director Holme, SECONDED Director Burnett, that “Regional District of Nanaimo Garbage and Recyclable Materials Collection Rates Amendment Bylaw No. 1009.12, 2009” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Burnett, that "Regional District of Nanaimo Garbage and Recyclable Materials Collection Rates Amendment Bylaw No. 1009.12, 2009" having received three readings be adopted.

CARRIED

***WATER AND WASTEWATER SERVICES***

**WATER**

**Nanoose Bulk Water Pump Station – Use of Development Cost Charge Funds.**

MOVED Director Holme, SECONDED Director McNabb, that Nanoose Bay Bulk Water Development Cost Charge funds in the amount to \$345,000 be allocated to the Nanoose Bay Bulk Water Pump Station Project.

CARRIED

**Water User Rate Amendments – Bylaws No. 1468.04, 619.15, 1172.09, 1383.05, 700.16, 1434.04 and 1097.11.**

***Bylaw No. 1468.04.***

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Amendment Bylaw No. 1468.04, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Nanoose Bay Peninsula Water Supply Service Area Regulations and Rates Amendment Bylaw No. 1468.04, 2009" be adopted.

CARRIED

***Bylaw No. 619.15.***

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.15, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo French Creek Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 619.15, 2009" be adopted.

CARRIED

***Bylaw No. 1172.09.***

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo San Pareil Specified Area Water Regulations and Rates Amendment Bylaw No. 1172.09, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo San Pareil Specified Area Water Regulations and Rates Amendment Bylaw No. 1172.09, 2009" be adopted.

CARRIED

*Bylaw No. 1383.05.*

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Englishman River Specified Area Water Regulations and Rates Amendment Bylaw No. 1383.05, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo, Englishman River Specified Area Water Regulations and Rates Amendment Bylaw No. 1383.05, 2009" be adopted.

CARRIED

*Bylaw No. 700.16.*

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.16, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Surfside Properties Specified Area Water Regulations and Rates Amendment Bylaw No. 700.16, 2009" be adopted.

CARRIED

*Bylaw No. 1434.04.*

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Melrose Specified Area Water Regulations and Rates Amendment Bylaw No. 1434.04, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Melrose Specified Area Water Regulations and Rates Amendment Bylaw No. 1434.04, 2009" be adopted.

CARRIED

*Bylaw No. 1097.11.*

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.11, 2009" be introduced for three readings.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that "Regional District of Nanaimo Decourcey Water Supply Local Service Area Regulations and Rates Amendment Bylaw No. 1097.11, 2009" be adopted.

CARRIED

**Sanitary Sewer User Rate Amendments – Bylaws No. 1241.05, 765.13, 422.16 and 1472.04.**

*Bylaw No. 1241.05.*

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo Surfside Sewer User Rates and Regulations Amendment Bylaw No. 1241.05, 2009" be introduced for three readings.

CARRIED

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo Surfside Sewer User Rates and Regulations Amendment Bylaw No. 1241.05, 2009" be adopted.

CARRIED

*Bylaw No. 765.13.*

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo Fairwinds Sewerage Facilities Specified Area Rates Amendment Bylaw No. 765.13, 2009" be introduced for three readings.

CARRIED

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo Fairwinds Sewerage Facilities Specified Area Rates Amendment Bylaw No. 765.13, 2009" be adopted.

CARRIED

*Bylaw No. 422.16.*

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo French Creek Sewer Rates and Regulation Amendment Bylaw No. 422.16, 2009" be introduced for three readings.

CARRIED

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo French Creek Sewer Rates and Regulation Amendment Bylaw No. 422.16, 2009" be adopted.

CARRIED

*Bylaw No. 1472.04.*

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo Barclay Crescent Rates and Regulation Amendment Bylaw No. 1472.04, 2009" be introduced for three readings.

CARRIED

MOVED Director McNabb, SECONDED Director Rudischer, that "Regional District of Nanaimo Barclay Crescent Rates and Regulation Amendment Bylaw No. 1472.04, 2009" be adopted.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**District 69 Recreation Commission.**

MOVED Director Bartram, SECONDED Director Westbrook, that the minutes of the District 69 Recreation Commission meeting held February 19, 2009 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that the Board approve the following Youth Grants:

Ballenas Secondary School Dry Grad Committee – entertainment & rental costs	\$ 1,250
Kwalikum Secondary School Dry Grad Committee – event expenses	1,250
Oceanside Community Arts Council – World Music Program	1,300
Oceanside Minor Hockey Association – female hockey program	2,950
Qualicum Beach Fire Department – Youth Fire Camp	1,500
Ravensong Aquatic Club – pool rental	2,500

CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that the Board approve the following Community Grants:

Errington Therapeutic Riding Assoc. -- program expenses & equipment	\$ 1,500
Lighthouse Recreation Commission -- program costs	2,500
Oceanside Track & Field Club -- facility improvements & equipment	1,000
Parksville Pirates Senior Ball Team -- uniforms & equipment	600
Parksville Seniors Activity & Drop-in Centre	269
Parksville Seniors Athletic Group -- softball equipment	2,500
	CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that staff be requested to investigate the cost of the preparation and the staff implications involved in the development of a District 69 Parks and Trail Guide, including parks and trails in the City of Parksville, the Town of Qualicum and Electoral Areas 'E', 'F', 'G' and 'H'.

CARRIED

**East Wellington/Pleasant Valley Parks and Open Space Advisory Committee.**

MOVED Director Young, SECONDED Director Burnett, that the minutes of the East Wellington/Pleasant Valley Parks and Open Space Advisory Committee meeting held January 26, 2009 be received for information.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that the following recommendation be received by the Board for consideration as part of the 2009 Budget and Five Year Financial Plan deliberation process:

That the Electoral Area 'C' (Defined 'D') Community Parks Function Budget be approved as amended with the addition of \$5,000 for development costs for Meadow Drive Community Park.

CARRIED

**Electoral Area 'G' Parks and Open Space Advisory Committee.**

MOVED Director Burnett, SECONDED Director Westbrook, that the minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held January 15, 2009 be received for information.

CARRIED

MOVED Director Westbrook, SECONDED Director Bartram, that inappropriate use and operation of ATV's in public parks and trails which is a public safety concern and causing damage to public lands be referred to the Union of BC Municipalities for consideration and action.

CARRIED

**Sustainability Select Committee.**

MOVED Director Bartram, SECONDED Director Kipp, that the minutes of the Sustainability Select Committee meeting held February 18, 2009 be received for information.

CARRIED

***Regional Benefits of Green Buildings.***

MOVED Director Bartram, SECONDED Director Kipp, that the report be received, and that staff be directed to continue with the research projects outlined in the Green Building Action Plan and that staff investigate the development of a communications strategy to effectively explain the benefits of building green and to foster an understanding and acceptance with the community for achieving green building targets.

CARRIED

*Proposed Hamilton Marsh Park and Development Proposal by Island Timberlands.*

MOVED Director Bartram, SECONDED Director Kipp, that the staff report entitled "Hamilton Marsh & French Creek Proposal, Island Timberlands" be received for information.

CARRIED

*Carbon Neutral Operations and the Climate Action Revenue Incentive Program.*

MOVED Director Bartram, SECONDED Director Kipp, that this report be received for information and that the RDN Sustainability Coordinator make a presentation on Carbon Neutral Operations at the upcoming Board Seminar for Strategic Planning.

CARRIED

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**Request for Remembrance Project – Royal Canadian Legion.**

MOVED Director Bartram, SECONDED Director Westbrook, that the Board consider the purchase of a ½ page full colour advertisement space in the "Military Service Recognition Book" in support of the Royal Canadian Legion's remembrance project.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 7:37 PM

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CHAIRPERSON



NEW REPORT	
CAO APPROVAL	
EAP	
COW	
MAR 13 2009	
RHD	
BOARD	✓ Mar 24 '09

## MEMORANDUM

**TO:** C. Mason  
Chief Administrative Officer

**DATE:** March 7, 2009

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

**FILE:**

**SUBJECT:** Lease of Property for the Nanaimo Search & Rescue Society

### PURPOSE:

To present and obtain approval to enter into a building lease with the City of Nanaimo.

### BACKGROUND:

In September 2008, a new service was established to provide operating funds for the Nanaimo Search & Rescue Society. The primary use of the funds is to cover the cost of leasing premises from the City of Nanaimo at a cost of \$24,000 annually. The City has made available a portion of an unused firehall building at 195 Fourth Street in Harewood to the Regional District of Nanaimo for this purpose.

The lease includes the following terms and conditions:

- 1) Annual rent - \$24,000 – payable monthly and reviewed bi-annually.
- 2) Annual rent includes Additional Rent which is defined as a share of operating costs of the building such as taxes, utilities, common areas maintenance and liability insurance premiums incurred by the City - the tenant (the RDN) is responsible for telephone connection and line charges to the leased portion of the building.
- 3) Term – an initial term of 5 years from February 1, 2009 to February 1, 2014 and the option to renew for one additional five year period.
- 4) Standard terms covering the appropriate use of the property and not creating nuisances or hazardous conditions to the building.
- 5) Insurance – the Regional District must provide public liability insurance of \$2,000,000 per occurrence for injury or death to persons and coverage for plate glass damage.

The Regional District is insured for liability by the Municipal Insurance Association in an amount exceeding the required \$2,000,000 and would self insure the small risk and dollar value with respect to plate glass breakage.

### ALTERNATIVES:

1. Approve the lease with the City of Nanaimo for a portion of the premises at 195 Fourth Street, Nanaimo as presented.
2. Recommend changes to the document and approve the lease as amended.

**FINANCIAL IMPLICATIONS:**

Alternative 1

Staff have reviewed the lease and recommend approving the lease as attached to this report.


The D68 Search & Rescue service includes as participants, the City of Nanaimo, the District of Lantzville and Electoral Areas 'A', 'B' and 'C'. The 2009 budget includes the \$24,000 for the cost of the lease and no further adjustments are required at this time.

**SUMMARY/CONCLUSIONS:**

In September 2008 a service was established to provide funds to support the Nanaimo Search and Rescue Society. The intent of the funding was to cover the costs of a building lease between the City of Nanaimo and the Regional District of Nanaimo. The lease attached to this report has been reviewed by Regional District and City of Nanaimo staff and is recommended for approval as presented.

**RECOMMENDATIONS:**

1. That the Chairperson and Senior Manager, Corporate Administration be authorized to execute a lease for a portion of the premises located at 195 Fourth Street in the City of Nanaimo, as presented covering an initial five year period from February 1, 2009 to February 1, 2014.

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

  
\_\_\_\_\_  
C.A.O. Concurrence

**COMMENTS:**



**LEASE AGREEMENT**

THIS LEASE dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**BETWEEN: CITY OF NANAIMO**  
 455 Wallace Street,  
 Nanaimo, British Columbia  
 V9R 5J6

(the "Landlord")

OF THE FIRST PART

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

(the "Tenant")

OF THE SECOND PART

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual covenants and promises herein, the parties hereby covenant and agree each with the others as follows:

**1. BASIC TERMS, SCHEDULES AND DEFINITIONS**

**1.1. Basic Terms**

- (a) Leased Premises: that area outlined in red on Schedule A, plus the basement area
- (b) Initial Term: Five (5) Years
- (c) Commencement Date: February 1, 2009
- (d) Renewal Term (if any): Five (5) Years
- (e) Annual Rent: Twenty Four Thousand Dollars (\$24,000.00) to be reviewed bi-annually; payable in equal monthly instalments of two thousand dollars (\$2,000.00) per month;
- (f) Additional Rent: included in Annual Rent
- (g) Permitted Use: for the purpose of the Tenant's Search and Rescue operations;

**1.2. Schedules**

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

Schedule	Subject	Clause
A	Floor Plan(s) of Leased Premises	1.1(a)
B	Rules and Regulations	5.8

- 1.1 In this Lease (including this Article) unless there is something in the context inconsistent therewith, the parties hereto agree that:
- (a) "Additional Rent" means the aggregate of the following:
    - (i) the Tenant's Share of Tax Costs;
    - (ii) the Tenant's Share of Operating Costs; and
    - (iii) such other amounts, charges, costs and expenses as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to the Annual Base Rent.
  - (b) "Annual Rent" means the annual rent set out in subclause 1.1 (e) and payable by the Tenant as set forth in clause 3.2.
  - (c) "Building" means all buildings and improvements on the Land and all additions and replacements thereto.
  - (d) "Commencement Date" means the date the Term commences as set forth in or determined under subclause 1.1 (c).
  - (e) "Common Areas" means those areas that are designated by the Landlord as Common Areas including, without limitation the roof, exterior weather walls, exterior and interior structural elements and bearing walls in the Building and improvements on the Land, pedestrian sidewalks; exterior landscaped areas; parking areas; roadways; sidewalks; open malls; service corridors; stairways; electrical, telephone, meter, valve, mechanical, mail, storage and janitor rooms; general signs; columns; pipes, electrical, plumbing, drainage, mechanical and all other installations or services located therein or related thereto as well as the structure housing the same; common loading areas and driveways.
  - (f) "Complex" means the Land and Building, improvements and facilities from time to time located thereon.
  - (g) "Insurable Damage" means fire and such other perils for which insurance is available and which in the opinion of the Landlord should be protected by insurance.
  - (h) "Land" means that parcel of land, at 195 Fourth Street, Nanaimo, B.C.
  - (i) "Lease Year" means, if the Commencement Date is on the first day of the calendar month, a period of 12 months from the Commencement Date and from each anniversary thereof, and if the Commencement Date is not the first day of the calendar month, the period beginning on the Commencement Date and terminating 12 months from the last day of the calendar month in which the Commencement Date occurs and, in the case of each subsequent Lease Year, means each 12 month period after the first Lease Year.
  - (j) "Leased Premises" means that portion of the Building as outlined in red on the plan attached as Schedule A, plus the basement area. The Tenant acknowledges and agrees that the Leased Premises are provided on an "as is" basis and the Tenant has satisfied themselves as to the suitability of the Leased Premises for the permitted uses.
  - (k) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions now or from time to time hereafter made, erected, or installed, whether by the Tenant, the Landlord or anyone else, in the Leased Premises or in other premises in the

Building with the exception of trade fixtures and furniture and equipment not of the nature of fixtures, but includes all wall-to-wall carpeting.

- (l) "Normal Business Hours" means the hours from 9:00 a.m. to 5:00 p.m. Monday to Friday, inclusive, of each week, holidays excepted.
- (m) "Operating Costs" means the total without duplication, of the expenses incurred by the Landlord for operating, maintaining, repairing and replacing the Common Areas and utility expenses for the Leased Premises without limiting the generality of the foregoing shall include the aggregate of:
  - (i) the cost of repairs, maintenance and such replacements to the Common Areas as are properly chargeable in accordance with sound accounting practice to operating expenses as distinguished from capital replacements or improvements;
  - (ii) premiums paid by the Landlord for public liability insurance and for insurance against Insurable Damage in respect of the Common Areas;
  - (iii) the expense for gardening and landscaping, line repainting, rental of signs and equipment, lighting, sanitary control, the removal of snow, and parking areas cleaning;
  - (iv) wages paid for maintenance in operating personal including payments for workers' compensation, employment insurance, vacation pay, Canada Pension Plan contributions and fringe benefits whether statutory or otherwise; and
  - (v) the cost of electrical power furnished to the Common Areas.
- (n) "Rent" includes Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except goods and services tax payable by the Tenant;
- (o) "Taxes" means the aggregate of all taxes, local improvements or similar rates, duties, assessments and/or charges, municipal realty taxes, water taxes, school taxes or any other taxes, rates, duties, assessments both general or special or any rate, duty, assessment charge or tax, levy charged or assessed in lieu thereof levied or imposed upon or in respect of the Building and Land by any Taxing Authority, together with all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord in good faith contesting or appealing any such taxes, levies, rates or assessments or charges levied in lieu thereof, including the amount of corporate Tax assessed on the Landlord pursuant to the *Corporation Capital Tax Act*, R.S.B.C. 1996 as amended, or any successor legislation, to the extent that such Tax reflects the taxable value of the Complex.
- (p) "Tax Costs" for any calendar year means an amount equal to the aggregate, without duplication, of all Taxes in respect of such calendar year;
- (q) "Term" means the initial term of the Lease set forth in subclause 1.1 (b) and any renewal or extension thereof and any period of permitted overholding.

## 2. TERM

- 2.1 **Demise** - In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Leased Premises.
- 2.2 **Term** - The Term of this Lease shall be for the period set out in subclause 1.1 (b), beginning on the Commencement Date, as set out in subclause 1.1 (c).

### 3. RENT

- 3.1 **Rent** - The Tenant shall pay Rent to the Landlord, or as the Landlord may in writing direct, with out any setoff, abatement, compensation or deduction whatsoever when due in accordance with this Lease.
- 3.2 **Annual Rent** - The Annual Rent in the amount per annum set out in subclause 1.1 (e) for each respective Lease Year shall be paid in equal consecutive monthly instalments in advance during on the first day of each and every month during the Term. The first monthly instalment of the Annual Rent shall be paid on the Commencement Date. Where the Commencement Date is not the first day of the calendar month, the Annual Rent for the period from the Commencement Date to the first day of the next ensuing calendar month shall be prorated on a per diem basis and paid on the Commencement Date and the first regular instalment of the Annual Rent shall be paid on the first day of the first full calendar month of the Term. Thereafter, subsequent monthly instalments shall each be paid in advance on the first day of each ensuing calendar month during the Term.
- 3.3 **Post-dated Cheques** - If requested by the Landlord from time to time, the Tenant will provide to the Landlord without prejudice to any other right or remedy of the Landlord to a series of cheques, post-dated to the respective dates of payments, for the amounts of the Rent and estimates on account thereof which are periodically payable under this Lease.
- 3.4 **Rent for Irregular Periods** - All Rent reserved herein shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate Rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Rent for such irregular periods.

### 4. TAXES AND OPERATING COSTS

- 4.1 **Landlord's Tax Obligation**- The Landlord covenants with the Tenant to pay to the taxing authority or authorities having jurisdiction, all property Taxes. The Landlord may postpone payment of any Taxes payable by it to the extent permitted by law if prosecuting in good faith any appeal against the assessment of the Land and Building for Taxes or the imposition of Taxes.
- 4.2 **Tenant's Tax Obligation** - The Tenant covenants with the Landlord:
- (a) to pay when due, all taxes, business taxes, business licence fees or other taxes, rates, duties or charges levied, imposed or assessed by lawful authority in respect to use and occupancy of the Leased Premises by the Tenant, the business or businesses carried on therein, or the equipment, machinery, or fixtures brought therein by or belonging to the Tenant, or to anyone occupying the Leased Premises with the Tenant's consent, or from time to time levied, imposed, or assessed in the future in addition to or in lieu thereof, and to pay to the Landlord upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Land and Building that is attributable to any equipment, machinery, or fixtures on the Leased Premises which are not the property of the Landlord or which may be removed by the Tenant;
  - (b) to pay promptly to the Landlord when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Leased Premises; and
  - (c) to pay to the Landlord in the manner specified in this Lease the Tenant's Share of the Tax Costs.

- 4.3 **Receipts for Payments** - Whenever requested by the Landlord, the Tenant shall deliver to the Landlord receipts for payment of all taxes, rate, duties, levies and assessments payable by the Tenant under subclauses 4.2 (a) and 4.2 (b) and furnish such other information in connection therewith as the Landlord may reasonably require.
- 4.4 **Operating Costs** - During the Term of the Lease the Tenant's share of Operating Costs are included in the Annual Rent and includes rates and charges for electric light and or power, gas, other fuel, air conditioning if provided, water and other similar utilities consumed on or used in and or provided for the benefit of the Leased Premises. The Tenant shall pay all costs and charges for telephone service.
- 4.5 **Goods and Service Tax** - The Tenant shall pay to the Landlord goods and services tax in accordance with the applicable legislation at the same time as the amounts which such goods and services tax apply are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. The Landlord will provide the Tenant with its goods and services tax registration number. Notwithstanding any other section of the Lease, the amount payable by the Tenant under this clause shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

## 5. TENANT'S COVENANTS

- 5.1 **Rent** - The Tenant shall pay the Rent on the days in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.
- 5.2 **Occupancy** - The Tenant shall take possession of and occupy the Leased Premises and commence to carry on business in all or substantially all of the Leased Premises as of the Commencement Date.
- 5.3 **Permitted Use** - The Tenant shall use the Leased Premises only for the purposes set out in subclause 1.1 (g) and not to use or permit to be used the Leased Premises or any part thereof for any other purpose.
- 5.4 **Waste and Nuisance** - The Tenant shall not commit or permit:
- (a) any waste or injury to the Building or Leased Premises including the Leasehold Improvements and the trade fixtures therein;
  - (b) any conduct which impedes or which constitutes a nuisance to the Landlord, any other occupant of the Building, or anyone else; or
  - (c) any other use or manner of use which annoys or interferes with the operations of any other occupant of the Building.
- 5.5 **Insurance Risks** - The Tenant shall not upon the Leased Premises do or permit to be done, or admit to anything which shall cause or have the effect of causing the rate of insurance upon the Building, Land, or any part thereof to be increased and if the insurance rate shall be thereby increased the Tenant shall pay to the Landlord as Additional Rent the amount by which the insurance premiums shall be so increased.

- 5.6 **Cleanliness** - The Tenant shall not permit the Leased Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein.
- 5.7 **Comply with Laws** - The Tenant shall comply promptly, at its sole expense, with all laws, ordinances, regulations, requirements and recommendations, which may be applicable to the Tenant or to the manner of use of the Leased Premises by the Tenant, of any and all federal, provincial, civic, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the Landlord or the Tenant insofar as it is the responsibility of the Tenant under the terms of this Lease.
- 5.8 **Comply with Rules and Regulations**- The Tenant agrees that any and all reasonable rules and regulations, as shall from time to time be made by the Landlord shall be observed and performed by the Tenant and its agents, clerks, servants and/or employees and all such rules and regulations now in force or hereafter put in force shall be read as forming part of the terms and conditions of this Lease as if the same were embodied herein.
- 5.9 **Signs** - Signs shall be regulated by the Landlord in a reasonable manner and the Tenant and its agents, clerks, servants and/or employees, shall abide such rules and regulations as may from time to time be established by the Landlord under subclause 5.8.
- 5.10 **Common Areas** - The use of Common Areas shall be regulated by the Landlord in a reasonable manner and the Tenant and its agents, clerks, servants and/or employees, shall abide such rules and regulations as may from time to time be established by the Landlord under subclause 5.8. The Landlord shall have the right from time to time, to alter the location of parking areas, driveways and sidewalks, to make such changes or additions to the Building or other improvements on the Land as in its sole discretion the Landlord may consider necessary or desirable and to construct and erect additional buildings or to enlarge or extend the Building.
- 5.11 **Overholding** - If the Tenant shall continue to occupy the Leased Premises after the end of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly tenant at a monthly rent as set forth in Article 3 during the last month of the Term and (except as to length of tenancy) on and subject to the provisions and conditions herein set out.
- 5.12 **Inspection and Access** - The Landlord and its agents shall have the right at all reasonable times during the said Term and/or any extension thereof to enter the Leased Premises to inspect the condition thereof, provided further, that all repairs determined to be necessary on such inspection, after notification of the same is left in writing at the Leased Premises, shall be made immediately by the Tenant.
- 5.13 **Showing: Leased Premises** - The Tenant shall permit the Landlord and its authorized agents and employees to show the Leased Premises to prospective tenants during the Normal Business Hours of the last six months of the Term.

## 6. LANDLORD'S COVENANTS

- 6.1 **Quiet Enjoyment** - The Landlord covenants with the Tenant that if the Tenant pays the rent hereby reserved and performs the covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from, through or under the Landlord.

- 6.2 **Maintenance of Common Areas** - The Landlord covenants with the Tenant to cause the elevators, common entrances, lobbies, stairways, corridors, washrooms, and other parts of the Building from time to time provided for common use and enjoyment to be swept, cleaned, or otherwise properly maintained.

## 7. OPTION TO RENEW

- 7.1 **Option to Renew** - If the Tenant duly and punctually observes and performs the covenants, agreements, conditions and provisos in this Lease on the part of the Tenant to be observed and performed, the Landlord shall at the expiration of the initial term set forth in subclause 1.1 (b) (the "Initial Term"), and any renewal term granted thereafter, and at the written request of the Tenant delivered to the Landlord not earlier than twelve months and not later than three months prior to the expiration of the Initial Term, grant to the Tenant a renewal lease of the Leased Premises for a further term of that number of years specified in subclause 1.1 (d) (the "Renewal Term") from the expiration of the Initial Term upon all the of the covenants, agreements, conditions, and provisos contained in this Lease including Annual Rent except this covenant of renewal and any provisions for Landlord's work, Tenant's work, exclusive use, free rent, bonuses, leasehold improvements, or inducements.
- 7.2 **No Further Renewal** - The Tenant and the Landlord acknowledge and agree that this provision gives the Tenant the option of renewing the Term only for one renewal term of that number of years specified in subclause 1.1 (d) and at the expiration of the Renewal Term there shall be no further right of renewal.

## 8. REPAIRS, DAMAGE AND DESTRUCTION

- 8.1 **Landlord's Repairs** - The Landlord covenants with the Tenant that so long as the Landlord does not terminate this Lease or elects not to rebuild the Building pursuant to the provisions in subclause 8.6:
- (a) to repair the roof, foundations, sub-floors and outer walls (excluding exterior store fronts) of the Building except normal wear and tear;
  - (b) maintain in good order and repair the Common Areas except normal wear and tear; and
  - (c) that the Landlord shall be responsible to make good and repair any damage caused to the Leased Premises by reason of a structural defect in the Building in which the Leased Premises are located, or damage caused by the negligence of the Landlord, its servants or agents.
- 8.2 **Tenant's Repairs** - The Tenant shall, during the said Term, well and sufficiently repair, maintain, amend and keep the Leased Premises, with the appurtenances and all equipment and fixtures, in good and substantial repair, except reasonable wear and tear and damage by fire, acts of God, and other risks against which the Landlord is insured (hereinafter collectively referred to as "Tenant Repair Exceptions") and the Tenant covenants to perform such maintenance, to effect such repairs and replacements and decorate at its own cost and expense as and when necessary or as reasonably requested so to do by the Landlord.
- 8.3 **Tenant's Repairs** - The Tenant shall at its own expense replace or repair, under the direction and to the reasonable satisfaction of the Landlord, any and all glass, locks and trimmings of the doors and windows in or upon the Leased Premises which become damaged or broken.

- 8.4 **Damage** - Provided that if during the Term hereby demised or any renewal thereof the Leased Premises shall be damaged or destroyed by a peril or perils which would be covered by a standard fire insurance policy with Extended Coverage Endorsement attached thereto, the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises until the Leased Premises are rebuilt; and the Landlord agrees that it will with reasonable diligence repair the Leased Premises unless the Tenant is obligated to repair under the terms hereof or unless this Lease is terminated as hereinafter provided; subject always to the following provisions.
- 8.5 **Damage** - The Tenant shall reimburse the Landlord for costs incurred by the Landlord in making good any damage caused to the Building or any part thereof including the furnishings and amenities thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents, servants or other persons from time to time in or about the Leased Premises but only if such damage is not covered by any policy of insurance required to be maintained by the Landlord under the terms of this Lease.
- 8.6 **Destruction** - If the Leased Premises are damaged or destroyed by any cause whatsoever and if in the opinion of the Landlord reasonably arrived at the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within ninety (90) days of the damage or destruction, the Landlord instead of rebuilding or making the Leased Premises fit for the Tenant, determine this Lease by giving the Tenant within thirty (30) days of such damage or destruction notice of termination and thereupon rent and any other payment for which the Tenant is liable under the Lease shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up possession of the Leased Premises to the Landlord.

## 9. LICENSES, ASSIGNMENTS AND SUBLETTING

- 9.1 **Assigning or Subletting** - The Tenant covenants with the Landlord that the rights of the Tenant under this Lease shall not be transferred, assigned, sold or mortgaged and the Tenant shall not sublet the whole or any part of the Leased Premises nor grant any concession or licence within or with respect of the Leased Premises, without in any case first obtaining the prior written consent of the Landlord which consent the Landlord may withhold, and there shall be no obligation upon the Landlord under any circumstances to justify the withholding of its consent. Notwithstanding any such consent being given by the Landlord and such transfer, assignment, sale or subleasing being effected, the original Tenant hereunder shall remain bound to the Landlord for the fulfilment of its obligations hereunder.

## 10. FIXTURES AND IMPROVEMENTS

- 10.1 **Installation of Fixtures and Improvements** - The Tenant shall not without the prior written consent of the Landlord make any changes, alterations, additions or improvements to the structure, any perimeter wall, the store front, the sprinkler system, the heating, ventilation, air conditioning, plumbing, electrical or mechanical equipment or the ceiling, walls, floor or roof, without the prior written consent of the Landlord and without the use of contractors or other qualified workmen to be approved by the Landlord provided that the Tenant may at any time and from time to time at its expense paint and decorate the interior of the Leased Premises and make such changes, alterations, additions and improvements in and to the Leased Premises as will in the judgment of the Tenant better adapt the Leased Premises for the purpose of its business.



- 10.2 **Liens and Encumbrances on Fixtures and Improvements**- Any changes, alterations, additions or improvements to the Leased Premises undertaken by the Tenant, either with or without the consent of the Landlord, shall be at the sole cost and expense of the Tenant and the Tenant shall post notices to the effect that the Landlord will not be responsible for same pursuant to the *Builders' Lien Act*, R.S.B.C. 1996, as amended, or any successor legislation, and shall indemnify and save the Landlord harmless from any liens, charges, costs, suits, actions or claims arising therefrom.
- 10.3 **Removal of Fixtures and Improvements** - Any changes, alterations, additions or improvements to the Leased Premises undertaken by the Tenant, either with or without the consent of the Landlord; shall be the sole property of the Landlord and any fixtures installed by or at the request of the Tenant or the Landlord shall be the sole property of the Landlord unless expressly agreed between the parties in writing to be the property of the Tenant.

## 11. INSURANCE AND LIABILITY

- 11.1 **Landlord's Insurance** - The Landlord covenants and agrees that throughout the Term it will carry or cause to be carried fire insurance with normal extended coverage endorsements in respect of the Building in an amount not less than its full insurable value less the cost of foundations and excavations, and public liability insurance in respect of the Building and Land.
- 11.2 **Tenant's Insurance** - The Tenant shall at its expense, provide and maintain in force during the Term of this Lease or of any renewal thereof:
- (a) Public liability insurance, for the benefit of the Landlord and the Tenant, in the amounts of \$2,000,000 per occurrence in respect of injury or death to one or more persons or damage to property.
  - (b) Plate glass insurance, for the benefit of the Landlord and the Tenant, covering all plate glass in or about the Leased Premises, including plate glass windows and doors, in an amount equal to the full insurable value thereof. In the event the Tenant does not provide plate glass insurance as aforesaid the Tenant covenants and agrees to be solely responsible for any and all damage to all plate glass in or about the Leased Premises including the replacement thereof. The cost of repair and replacement shall be borne solely by the Tenant.
- 11.3 **Indemnity of Landlord** - The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising out of or in connection with:
- (a) Any breach, violation, or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Tenant, to be fulfilled, kept, observed and/or performed;
  - (b) Any damage to property resulting from the negligence and/or wilful act or acts of the Tenant while the property shall be in or about the Leased Premises;
  - (c) Any injury to any licensee, invitee, agent or employee of the Tenant, including death resulting at any time therefrom, occurring in or about the Leased Premises and/or on the Land, resulting from the negligence and/or wilful act or acts of the Tenant and this indemnity shall survive the expiry or sooner determination of this Lease.

## 12. SUBORDINATION, ATTORNMENT, REGISTRATION, AND CERTIFICATES

- 12.1 **Subordination and Attornment** - The Tenant covenants and agrees with the Landlord that the Tenant shall from time to time upon the written request of the Landlord, enter into an indenture subordinating the Term hereby demised and the rights of the Tenant hereunder to any mortgage, present or future, which includes the Leased Premises, or, at the option of the Landlord, agreeing that the Term hereby demised shall be subordinate to any such mortgage.
- 12.2 **Registration** - The Tenant agrees that the Landlord shall not be obligated to deliver this Lease in form registrable under the *Land Title Act*, R.S.B.C. 1996, and covenants and agrees with the Landlord not to register this Lease.
- 12.3 **Certificates** - The Tenant shall promptly whenever requested by the Landlord from time to time execute and deliver to the Landlord and, if required by the Landlord, to any mortgage (including any trustee under a trust deed or trust indenture) or prospective purchaser (as designated by the Landlord) a certificate in writing as to the status of the Lease at that time, including as to whether it is in full force and effect, is modified or unmodified, confirming the rental payable hereunder and the state of the accounts between the Landlord and the Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as to which the Landlord shall request a certificate. If the Tenant fails to do so within seven days after the Tenant receives the form of certificate, the Tenant hereby irrevocably and conclusively authorizes the Landlord to complete, execute, and deliver the certificate for, on behalf of, in the name of, and as agent of, the Tenant.

## 13. DEFAULT AND SURRENDER

- 13.1 **Unavoidable Delays** - Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of heating, air conditioning, elevator or any other service or utility or the doing of any work by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration controller or board of any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned, with the proviso that the Tenant shall be entitled to compensation if the Tenant can establish that the Landlord's inability to fulfil obligations hereunder as aforesaid is unreasonable. There shall be no deduction from the rent by reason of any such failure or cause. The provisions herein apply reciprocally, insofar as they may be applicable to the Tenant, save that nothing herein shall excuse the Tenant from paying the Rent required to be paid hereunder.
- 13.2 **Re-entry** - Provided, and it is hereby expressly agreed, that if and whenever the Annual Rent hereby reserved, or any part thereof, shall not be paid on the day appointed for payment thereof, whether lawfully demanded or not, or in case of the breach or non-performance of any of the covenants, provisos or conditions herein contained on the part of the Tenant, then and in either of such cases it shall be lawful for the Landlord at any time thereafter, into and upon the Leased Premises or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as of the Landlord's former estate, anything hereinafter contained to the contrary notwithstanding.

13.3 **Bankruptcy**- The Tenant covenants that if the Term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, then in any such case the said Term shall at the option of the Landlord, immediately become forfeited and void and the then current month's rent and the rent for the three months next following shall immediately become due and payable and in such case it shall be lawful for the Landlord at any time thereafter into and upon the Leased Premises, or any part thereof, in the name of the whole, to re-enter and the same to have again, repossess and enjoy as of its former estate; anything herein contained to the contrary notwithstanding.

13.4 **Surrender** - The Tenant shall, at the expiration or sooner determination of the Term of this Lease, peaceably surrender and yield up unto the Landlord the Leased Premises with the appurtenances, together with all fixtures or erections which at any time during the Term shall be made therein or thereon in good and substantial repair and condition, excepting those repairs which are the express obligation of the Landlord hereunder, and deliver to the Landlord all keys to the Building and Leased Premises which the Tenant has in its possession.

#### 14. INDEMNIFIER'S COVENANTS

14.1 **Indemnity** - The Indemnifier shall indemnify and save harmless the Landlord from any and all loss, costs, damages, liability whatsoever arising out of any failure by the Tenant to perform any and all of the terms, covenants, conditions and provisions of this Lease.

14.2 **Waiver** - In the event of a default by the Tenant under this Lease, the Indemnifier waives any right to require the Landlord to proceed against the Tenant or pursue any other rights or remedies with respect to this Lease.

14.3 **Release** - The Landlord shall have the right to enforce this indemnity regardless of the release or discharge of the Tenant by the Landlord or operation of law.

#### 15. MISCELLANEOUS

15.1 **Notices**- That any notice required to be given under this Agreement shall be deemed to be sufficiently given:

(i) if delivered, at the time of delivery; and

(ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the City:                   CITY OF NANAIMO  
   455 Wallace Street,  
   Nanaimo, BC V9R 5J6  
   Attn: Ron Lambert  
   Ph: (250) 755-4555  
   Fx: (250) 753-5480

If to the Lessee: REGIONAL DISTRICT OF NANAIMO  
 6300 Hammond Bay Road  
 Nanaimo, BC V9T 6N2  
 Attn: Nancy Avery  
 Ph: (250) 390-4111  
 Fax: (250) 390-7511

- 15.2 **Extraneous Agreements** - This Agreement contains the whole agreement between the parties hereto.
- 15.3 **Time of Essence** - Time shall be of the essence of this Lease.
- 15.4 **Successors and Assigns** - This Lease shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and permitted assigns.
- 15.5 **Gender and Number** - References to the parties shall be read with such changes in gender as may be appropriate and where appropriate the singular shall mean the plural and vice versa.
- 15.6 **Joint and Several** - Should the Tenant or Indemnifier comprise two or more persons, each of them and not one for the other or others, shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant hereunder.
- 15.7 **Waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance not so as to defeat or affect in any way the rights of the Landlord hereunder in respect of any subsequent default, breach or non-observance.
- 15.8 **Governing Law** - This Lease shall be construed and governed by the laws of the Province of British Columbia.
- 15.9 **Severability** - Should any provision or provisions of this Lease and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the provision or provisions or conditions had never been included.

IN WITNESS WHEREOF the parties have executed this Lease on dates set out below.

Signed, sealed and delivered by  
**THE REGIONAL DISTRICT OF NANAIMO** this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

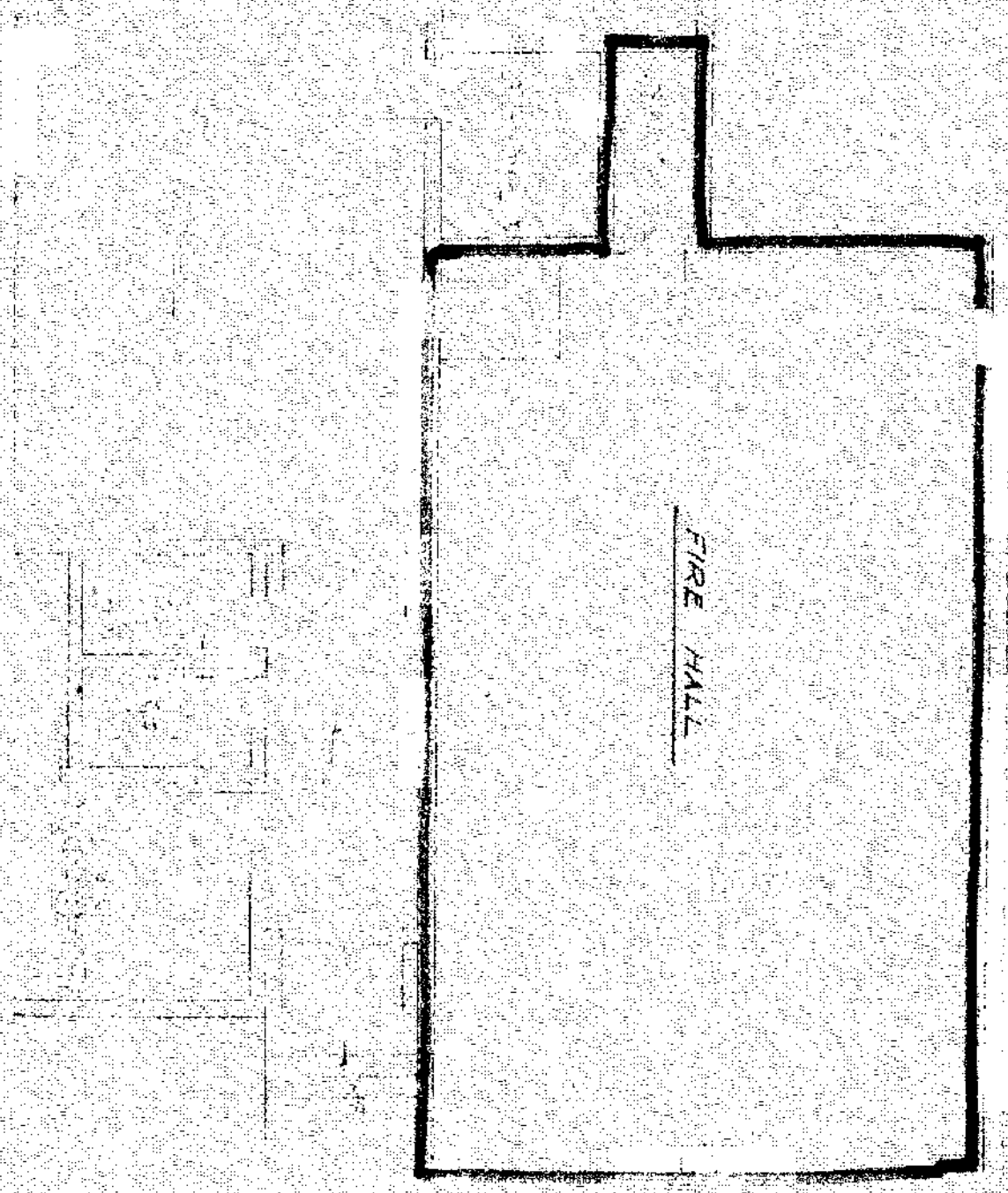
\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name and Title

Signed, sealed and delivered by  
**THE CITY OF NANAIMO** this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Authorized Signatory  
Ted Swabey, General Manager, Development Services

\_\_\_\_\_  
Authorized Signatory  
\_\_\_\_\_, Director, Legislative Services



SCHEDULE A

**SCHEDULE B**

## Rules and Regulations

The Tenant shall observe the following Rules and Regulations as amended, modified, or supplemented from time to time by the Landlord:

1. **Garbage** - The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the Leased Premises and shall place all ashes, refuse and garbage in appropriate containers for removal each week.
2. **Parking** - The Tenant, the Tenant's employees, suppliers and other persons having business with the Tenant shall comply with all parking signs posted in the parking area or painting on any parking spot.
3. **Signs** - The Tenant shall not display any sign except on the Common Areas without prior approval of the landlord.
4. **Common Area** - The Tenant shall not use the Common Area for conduct of its business.



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MEMORANDUM

**TO:** C. Mason  
Chief Administrative Officer

**DATE:** March 7, 2009

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

**FILE:**

**SUBJECT:** Sublease of Property to the Nanaimo Search & Rescue Society

PURPOSE:

To present and obtain approval for a sublease of premises to the Nanaimo Search and Rescue Society.

BACKGROUND:

The Regional District of Nanaimo has entered into a lease for a portion of a building located at 195 Fourth Street in the City of Nanaimo. The intent of that lease (called the "Head Lease") is to provide space for the Nanaimo Search & Rescue Society. Attached to this report is the sub lease between the Regional District of Nanaimo and the Search & Rescue Society. The lease contains the following terms and conditions:

- 1) Annual rent - \$5.00
- 2) Term - an initial term of 5 years from February 1, 2009 to February 1, 2014 and the option to renew for one additional five year period
- 4) The Tenant shall not use the property in any way which would cause a nuisance, shall not sublet the property or make any alterations to the property without obtaining the consent of the Regional District of Nanaimo
- 5) The Tenant shall comply with any regulations of any authorities and shall indemnify the Regional District against any claims or expense arising from their non-compliance with any orders from those authorities
- 6) The Tenant shall provide public liability insurance coverage including a Tenant's Legal Liability endorsement in the amount of \$1,000,000 per occurrence, naming the Regional District as an additional insured
- 7) The Tenant shall maintain the premises to a high standard
- 8) The Tenant shall provide within 60 days of the anniversary date each year, a report on the Society's activities for the year

ALTERNATIVES:

1. Approve the sub lease of premises at 195 Fourth St., Nanaimo to the Nanaimo Search & Rescue Society as presented.
2. Recommend changes to the sub lease and approve the sub lease as amended.



**FINANCIAL IMPLICATIONS:**

The sub lease is a nominal rent lease as the intent is that the taxes raised under the D68 Search & Rescue service cover the costs of the Head Lease between the City of Nanaimo and the Regional District of Nanaimo. Staff have received confirmation from the Society that agrees with the terms of the lease.

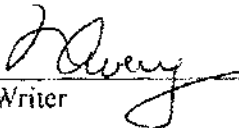
**SUMMARY/CONCLUSIONS:**

This report covers the sub leasing of a portion of a building in the City of Nanaimo intended to provide operating space for the Nanaimo Search & Rescue Society. The Head Lease of the premises is between the City of Nanaimo and the Regional District of Nanaimo at a cost of \$24,000 annually. The sub lease is a nominal rent lease of \$5.00 annually with typical terms and conditions regarding liability insurance, indemnity of the landlord and use of the premises. The lease has been reviewed by the Society and they have agreed with the terms and conditions.

**RECOMMENDATION:**

1. That the Chairperson and Senior Manager, Corporate Administration be authorized to execute a sub lease with the Nanaimo Search & Rescue Society for a portion of the premises located at 195 Fourth Street in the City of Nanaimo for an initial five year period from February 1, 2009 to February 1, 2014 , as presented.

Report Writer



C.A.O. Concurrence



**COMMENTS:**

**SUBLEASE**

THIS SUBLEASE dated the    day of   , 2009.

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "Landlord")

OF THE FIRST PART

AND:

**THE NANAIMO SEARCH AND RESCUE SOCIETY**

(the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord is the lessee of a portion of a Premises located at 195 Fourth St. Nanaimo, B.C. as described in a Lease between the Landlord and the City of Nanaimo (the "Head Lease") made the 1<sup>st</sup> day of February , 2009, a copy of which is attached as Schedule 'A';
- B. The Tenant has requested and the Landlord has agreed to grant a Sublease of the Premises on the following terms.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to paid and performed by the Tenant,

**1.0 PREMISES**

- 1.1 The Landlord Subleases to the Tenant the Premises.

**2.0 TERM**

- 2.1 For a term commencing on the 1<sup>st</sup> day of February 1, 2009 and ending on the 31st day of January, 2014 (the "Term").
- 2.2 This Sublease may be renewed for a further five year term where the Landlord and the City enter into a further Head Sublease of the Premises on terms acceptable to the Landlord.

### **3.0 USE**

3.1 The Tenant may use the Premises for the purposes of storing vehicles and equipment , training and administration activities of the Tenant.

### **4.0 RENT**

4.1 The Tenant shall pay to the Landlord an annual rent of **FIVE (\$5.00) DOLLARS** due and payable on the first day of each year of the term, or part thereof.

### **5.0 TENANT'S COVENANTS**

The Tenant covenants with the Landlord:

#### **5.1 Rent**

to pay all rents reserved under this Sublease;

#### **5.2 Construction**

that it will not make any alterations, additions or improvements on or to the Premises including, unless it has obtained:

- (a) the consent of the Landlord;
- (b) if required by law, a development permit from the City of Nanaimo;
- (c) if required by law, a building permit authorizing the construction or renovations of the Premises and structures set out in the permit and the plans and specifications attached to it;

and all such work shall be carried out at the cost of the Tenant not including improvements to, or maintenance of common property or limited common property or to property directly maintained by the property owner;

#### **5.3 Assign or Sublet**

that it will not assign nor sublet without leave of the Landlord, and without limiting the discretion of the Landlord to grant or refuse such leave, the Tenant acknowledges that under the terms of the Head Sublease, any proposed assignment or Sublease of this Sublease will require the leave of the Council of the City of Nanaimo;

#### **5.4 Nuisance**

that it will not carry on or do or allow to be carried on or done on the Premises anything that

- (a) may be or become a nuisance to the Landlord or the public,
- (b) increases the hazard of fire or liability of any kind,

- (c) increases the premium rate of insurance against loss by fire or liability upon the Premises or
- (d) invalidates any policy of insurance for the Premises; or
- (e) directly or indirectly causes damage to the Premises;

## 5.5 Regulations

that it will

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant, and
- (b) indemnify the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;

## 5.6 Insurance

That

- (a) it will take out and maintain during the Term, a policy of general public liability insurance, including a Tenant Legal Liability endorsement, against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises by the Tenant in the amount of not less than One Million (\$1,000,000.00) Dollars per single occurrence or such greater amount as the Landlord may from time to time designate, naming the Landlord as an additional insured party thereto and shall provide the Landlord with a Certificate of Insurance;
- (b) all policies of insurance shall contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord 30 days prior written notice;
- (c) if the Tenant does not provide or maintain in force the insurance required by this Sublease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;
- (d) if both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Sublease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;

- (e) it shall be the sole responsibility of the Tenant to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this Sublease. Any such additional insurance shall be maintained and provided at the sole expense of the Tenant;

#### 5.7 **Indemnification**

that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, including all costs and legal costs, taxed on a solicitor and client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Sublease;

#### 5.8 **Builders Liens and Other Charges**

that it will not permit, do or cause anything to be done to the Premises that would allow any lien, certificate of pending litigation, judgment or certificate of any court, or any mortgage, charge, conditional sales agreement, personal property security or other encumbrance to be imposed or remain on title to the Premises, or any part thereof. In the event of registration of any lien, charge, conditional sales agreement, personal property security or other encumbrance against the Premises, or part thereof, the Tenant shall, within 10 days notice thereof, and at its sole expense, immediately cause the same to be discharged whether by payment or security or other manner as may be permitted by law, and failing which the Landlord, may, but shall not be obliged to, make any payments required to procure the discharge of such lien, charge or encumbrance and the Tenant shall forthwith indemnify the Landlord for all expenses, including legal fees on a solicitor-client basis in connection therewith;

#### 5.9 **Maintenance**

to maintain the Premises, at all times to a high standard of maintenance such maintenance to include, without limitation the regular maintenance of all equipment, furnishings and fittings within the Premises not including improvements to, or maintenance of common property or limited common property or to property used and maintained by the property owner.

#### 5.10 **Annual Report**

to provide an annual report to the Board of the Landlord within 60 days of the end of each year of the Term, such report to include information on the Tenant's activities for the preceding year;

#### 5.11 **Head Lease**

to perform all of the obligations of the Regional District of Nanaimo under the Head Lease, except for those contained in sections 3, 4, 5.1, 11.2, 11.3, and 14 with the intent and for the purpose that no default under the Head Lease will arise from the tenancy created by this Agreement.

## **6.0 LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant for quiet enjoyment.

## **7.0 MISCELLANEOUS COVENANTS**

And it is hereby mutually agreed:

### **7.1 Re-entry**

that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;

### **7.2 Forfeiture**

that the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Sublease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Sublease;

### **7.3 Fixtures**

that, unless the Tenant, upon notice from the Landlord, removes them, all structures or improvements constructed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the termination of the Sublease, become the sole property of the City of Nanaimo at no cost to the City of Nanaimo;

### **7.4 Insolvency**

that if

- (a) any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage, or
- (b) if a writ of execution issues against the goods or chattels of the Tenant, or
- (c) if the Tenant makes any assignment for the benefit of creditors, or
- (d) if the Tenant becomes insolvent or bankrupt, or
- (e) being an incorporated company or society if proceedings are begun to wind up the company or society, or
- (f) if the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Sublease without the written consent of the Landlord,

the Term shall, at the option of the Landlord, immediately become forfeited and the Landlord may re-enter and repossess the Premises despite any other provision of this Sublease;

**7.5 Removal of Goods**

if the Tenant removes its goods and chattels from the Premises, the Landlord may follow them for 30 days;

**7.6 Renewal**

if the Tenant

- (a) duly and punctually observes and performs the covenants, agreements, conditions and provisos in this Sublease on the part of the Tenant to be observed and performed and the Landlord has renewed the Head Sublease at the expiration of the initial term, the Landlord shall grant to the Tenant a renewal Sublease of the Premises for a further term of that number of years specified in Clause 2.2 upon all of the covenants, agreements, conditions and provisos contained in this Sublease including Annual Rent.

The Tenant and Landlord acknowledge and agree that this provision gives the Landlord the option of renewing the term only for one renewal term and at the expiration of the renewal Term there shall be no further renewal.

**7.7 Time**

that time shall be of the essence of this Sublease;

**7.8 Notices**

that any notice required to be given under this Sublease shall be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery, and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

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

Attention: General Manager, Development Services

If to the Tenant:

Nanaimo Search & Rescue  
PO Box 475  
Lantzville, BC V0R 2H0  
Attention: President

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British

Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;

**7.9 Net Sublease**

that this Sublease shall be a complete carefree net Sublease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or its contents, or the operation of the Premises, except those mentioned in this Sublease;

**7.10 Fitness of Premises**

that

- (a) the Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises and by executing this Sublease, the Tenant releases the Landlord from any and all claims, which the Tenant now has or may in future have in that respect;
- (b) the Tenant admits that it has inspected the Premises in their present state, that they are suitable for the Tenant's purposes, and that the Tenant shall at its sole cost be responsible for any and all repairs, improvements and upgrades necessary for the operation of the Premises by the Tenant;

**7.11 Inspection**

that the Landlord may enter the Premises at any time during the Landlord's regular business hours, and at any other time on providing 24 hours notice to the Tenant, for the purpose of inspecting the Premises and determining whether the Tenant is in compliance with its obligations under this Sublease;

**7.12 Paramountcy of Head Sublease**

that to the extent any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Sublease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Sublease.



**7.13 Binding Effect**

that this Sublease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

**7.14 Amendment**

that the parties hereto may by agreement amend the terms of this Sublease, such amendment to be evidenced in writing and executed by both parties;

**7.15 Law Applicable**

that this Sublease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

**7.16 Relationship of the Parties**

No provision of this Sublease shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, or a principal-agent relationship between the parties;

**7.17 Interpretation**

that

- (a) when the singular or neuter are used in this Sublease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- (b) all provisions of this Sublease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- (c) the headings to the clauses in this Sublease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Sublease or provision of it.

**IN WITNESS** the parties have signed and sealed this revised Sublease on the \_\_\_day of \_\_\_\_\_, 2009.

**Regional District of Nanaimo** by its authorized )  
 signatories )  
 )  
 \_\_\_\_\_ )  
 Chairperson )  
 )  
 \_\_\_\_\_ )  
 Senior Manager, Corporate Administration )  
 )

**The Nanaimo Search and Rescue Society by )**  
its authorized signatories

\_\_\_\_\_  
Name: )

\_\_\_\_\_  
Name: )

**SCHEDULE 'A'**

File: LD002216

**LEASE AGREEMENT**

THIS LEASE dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**BETWEEN:** CITY OF NANAIMO  
455 Wallace Street,  
Nanaimo, British Columbia  
V9R 5J6  
(the "Landlord")

OF THE FIRST PART

**AND:** REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, British Columbia  
V9T 6N2  
(the "Tenant")

OF THE SECOND PART

NOW THEREFORE in consideration of the premises, and in consideration of the mutual covenants and promises herein, the parties hereby covenant and agree each with the others as follows:

**1. BASIC TERMS, SCHEDULES AND DEFINITIONS**

**1.1. Basic Terms**

- (a) Leased Premises: that area outlined in red on Schedule A, plus the basement area
- (b) Initial Term: Five (5) Years
- (c) Commencement Date: February 1, 2009
- (d) Renewal Term (if any): Five (5) Years
- (e) Annual Rent: Twenty Four Thousand Dollars (\$24,000.00) to be reviewed bi-annually; payable in equal monthly instalments of two thousand dollars (\$2,000.00) per month;
- (f) Additional Rent: included in Annual Rent
- (g) Permitted Use: for the purpose of the Tenant's Search and Rescue operations;

**1.2. Schedules**

All Schedules to this Lease are incorporated into and form an integral part of this Lease and are as follows:

Schedule	Subject	Clause
A	Floor Plan(s) of Leased Premises	1.1(a)
B	Rules and Regulations	5.8

1.1 In this Lease (including this Article) unless there is something in the context inconsistent therewith, the parties hereto agree that:

(a) "Additional Rent" means the aggregate of the following:

- (i) the Tenant's Share of Tax Costs;
- (ii) the Tenant's Share of Operating Costs; and
- (iii) such other amounts, charges, costs and expenses as are required to be paid by the Tenant to the Landlord pursuant to this Lease in addition to the Annual Base Rent.

(b) "Annual Rent" means the annual rent set out in subclause 1.1 (e) and payable by the Tenant as set forth in clause 3.2.

(c) "Building" means all buildings and improvements on the Land and all additions and replacements thereto.

(d) "Commencement Date" means the date the Term commences as set forth in or determined under subclause 1.1 (c).

(e) "Common Areas" means those areas that are designated by the Landlord as Common Areas including, without limitation the roof, exterior weather walls, exterior and interior structural elements and bearing walls in the Building and improvements on the Land, pedestrian sidewalks; exterior landscaped areas; parking areas; roadways; sidewalks; open malls; service corridors; stairways; electrical, telephone, meter, valve, mechanical, mail, storage and janitor rooms; general signs; columns; pipes, electrical, plumbing, drainage, mechanical and all other installations or services located therein or related thereto as well as the structure housing the same; common loading areas and driveways.

(f) "Complex" means the Land and Building, improvements and facilities from time to time located thereon.

(g) "Insurable Damage" means fire and such other perils for which insurance is available and which in the opinion of the Landlord should be protected by insurance.

(h) "Land" means that parcel of land, at 195 Fourth Street, Nanaimo, B.C.

(i) "Lease Year" means, if the Commencement Date is on the first day of the calendar month, a period of 12 months from the Commencement Date and from each anniversary thereof, and if the Commencement Date is not the first day of the calendar month, the period beginning on the Commencement Date and terminating 12 months from the last day of the calendar month in which the Commencement Date occurs and, in the case of each subsequent Lease Year, means each 12 month period after the first Lease Year.

(j) "Leased Premises" means that portion of the Building as outlined in red on the plan attached as Schedule A, plus the basement area. The

Tenant acknowledges and agrees that the Leased Premises are provided on an "as is" basis and the Tenant has satisfied themselves as to the suitability of the Leased Premises for the permitted uses.

(k) "Leasehold Improvements" means all fixtures, improvements, installations, alterations and additions now or from time to time hereafter made, erected, or installed, whether by the Tenant, the Landlord or anyone else, in the Leased Premises or in other premises in the Building with the exception of trade fixtures and furniture and equipment not of the nature of fixtures, but includes all wall-to-wall carpeting.

(l) "Normal Business Hours" means the hours from 9:00 a.m. to 5:00 p.m. Monday to Friday, inclusive, of each week, holidays excepted.

(m) "Operating Costs" means the total without duplication, of the expenses incurred by the Landlord for operating, maintaining, repairing and replacing the Common Areas and utility expenses for the Leased Premises without limiting the generality of the foregoing shall include the aggregate of:

- (i) the cost of repairs, maintenance and such replacements to the Common Areas as are properly chargeable in accordance with sound accounting practice to operating expenses as distinguished from capital replacements or improvements;
- (ii) premiums paid by the Landlord for public liability insurance and for insurance against Insurable Damage in respect of the Common Areas;
- (iii) the expense for gardening and landscaping, line repainting, rental of signs and equipment, lighting, sanitary control, the removal of snow, and parking areas cleaning;
- (iv) wages paid for maintenance in operating personal including payments for workers' compensation, employment insurance, vacation pay, Canada Pension Plan contributions and fringe benefits whether statutory or otherwise; and
- (v) the cost of electrical power furnished to the Common Areas.

(n) "Rent" includes Annual Base Rent, Additional Rent, and all other sums payable by the Tenant to the Landlord under this Lease except goods and services tax payable by the Tenant;

(o) "Taxes" means the aggregate of all taxes, local improvements or similar rates, duties, assessments and/or charges, municipal realty taxes, water taxes, school taxes or any other taxes, rates, duties, assessments both general or special or any rate, duty, assessment charge or tax, levy charged or assessed in lieu thereof levied or imposed upon or in respect of the Building and Land by any Taxing Authority, together with all costs and expenses (including legal and other professional fees and interest and penalties on deferred payments) incurred by the Landlord in good faith contesting or appealing any such taxes, levies, rates or assessments or charges levied in lieu thereof, including the amount of corporate Tax assessed on the Landlord pursuant to the Corporation Capital Tax Act, R.S.B.C. 1996 as amended, or any successor legislation, to the extent that such Tax reflects the taxable value of the Complex.

(p) "Tax Costs" for any calendar year means an amount equal to the aggregate, without duplication, of all Taxes in respect of such calendar year;

(q) "Term" means the initial term of the Lease set forth in subclause 1.1(b) and any renewal or extension thereof and any period of permitted overholding.

## 2. TERM

2.1 Demise - In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, the Landlord hereby demises and leases to the Tenant, and the Tenant leases from the Landlord, the Leased Premises.

2.2 Term - The Term of this Lease shall be for the period set out in subclause 1.1 (b), beginning on the Commencement Date, as set out in subclause 1.1 (c).

## 3. RENT

3.1 Rent - The Tenant shall pay Rent to the Landlord, or as the Landlord may in writing direct, with out any setoff, abatement, compensation or deduction whatsoever when due in accordance with this Lease.

3.2 Annual Rent - The Annual Rent in the amount per annum set out in subclause 1.1 (e) for each respective Lease Year shall be paid in equal consecutive monthly instalments in advance during on the first day of each and every month during the Term. The first monthly instalment of the Annual Rent shall be paid on the Commencement Date. Where the Commencement Date is not the first day of the calendar month, the Annual Rent for the period from the Commencement Date to the first day of the next ensuing calendar month shall be prorated on a per diem basis and paid on the Commencement Date and the first regular instalment of the Annual Rent shall be paid on the first day of the first full calendar month of the Term. Thereafter, subsequent monthly instalments shall each be paid in advance on the first day of each ensuing calendar month during the Term.

3.3 Post-dated Cheques - If requested by the Landlord from time to time, the Tenant will provide to the Landlord without prejudice to any other right or remedy of the Landlord to a series of cheques, post-dated to the respective dates of payments, for the amounts of the Rent and estimates on account thereof which are periodically payable under this Lease.

3.4 Rent for Irregular Periods - All Rent reserved herein shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate Rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute Rent for such irregular periods.

4. TAXES AND OPERATING COSTS

4.1 Landlord's Tax Obligation- The Landlord covenants with the Tenant to pay to the taxing authority or authorities having jurisdiction, all property Taxes. The Landlord may postpone payment of any Taxes payable by it to the extent permitted by law if prosecuting in good faith any appeal against the assessment of the Land and Building for Taxes or the imposition of Taxes.

4.2 Tenant's Tax Obligation - The Tenant covenants with the Landlord:

(a) to pay when due, all taxes, business taxes, business licence fees or other taxes, rates, duties or charges levied, imposed or assessed by lawful authority in respect to use and occupancy of the Leased Premises by the Tenant, the business or businesses carried on therein, or the equipment, machinery, or fixtures brought therein by or belonging to the Tenant, or to anyone occupying the Leased Premises with the Tenant's consent, or from time to time levied, imposed, or assessed in the future in addition to or in lieu thereof, and to pay to the Landlord upon demand the portion of any tax, rate, duty, or charge levied or assessed upon the Land and Building that is attributable to any equipment, machinery, or fixtures on the Leased Premises which are not the property of the Landlord or which may be removed by the Tenant;

(b) to pay promptly to the Landlord when demanded or otherwise due hereunder all Taxes in respect of all Leasehold Improvements in the Leased Premises; and

(c) to pay to the Landlord in the manner specified in this Lease the Tenant's Share of the Tax Costs.

4.3 Receipts for Payments - Whenever requested by the Landlord, the Tenant shall deliver to the Landlord receipts for payment of all taxes, rate, duties, levies and assessments payable by the Tenant under subclauses 4.2 (a) and 4.2 (b) and furnish such other information in connection therewith as the Landlord may reasonably require.

4.4 Operating Costs - During the Term of the Lease the Tenant's share of Operating Costs are included in the Annual Rent and includes rates and charges for electric light and or power, gas, other fuel, air conditioning if provided, water and other similar utilities consumed on or used in and or provided for the benefit of the Leased Premises. The Tenant shall pay all costs and charges for telephone service.

4.5 Goods and Service Tax - The Tenant shall pay to the Landlord goods and services tax in accordance with the applicable legislation at the same time as the amounts which such goods and services tax apply are payable to the Landlord under the terms of this Lease or upon demand at such other time or times as the Landlord from time to time determines. The Landlord will provide the Tenant with its goods and services tax registration number. Notwithstanding any other section of the Lease, the amount payable by the Tenant under this clause shall be deemed not to be Rent, but the Landlord shall have the same remedies for and rights of recovery of such amount as it has for recovery of Rent under this Lease.

5. TENANT'S COVENANTS

- 5.1 Rent - The Tenant shall pay the Rent on the days in the manner provided herein and to pay all other amounts, charges, costs, and expenses as are required to be paid by the Tenant to the Landlord or to others under this Lease.
- 5.2 Occupancy-The Tenant shall take possession of and occupy the Leased Premises and commence to carry on business in all or substantially all of the Leased Premises as of the Commencement Date.
- 5.3 Permitted Use - The Tenant shall use the Leased Premises only for the purposes set out in subclause 1.1 (g) and not to use or permit to be used the Leased Premises or any part thereof for any other purpose.
- 5.4 Waste and Nuisance - The Tenant shall not commit or permit:
- (a) any waste or injury to the Building or Leased Premises including the Leasehold Improvements and the trade fixtures therein; (b) any conduct which impedes or which constitutes a nuisance to the Landlord, any other occupant of the Building, or anyone else; or (c) any other use or manner of use which annoys or interferes with the operations of any other occupant of the Building.
- 5.5 Insurance Risks - The Tenant shall not upon the Leased Premises do or permit to be done, or admit to anything which shall cause or have the effect of causing the rate of insurance upon the Building, Land, or any part thereof to be increased and if the insurance rate shall be thereby increased the Tenant shall pay to the Landlord as Additional Rent the amount by which the insurance premiums shall be so increased.
- 5.6 Cleanliness -The Tenant shall not permit the Leased Premises to become untidy, unsightly, or hazardous, or permit unreasonable quantities of waste or refuse to accumulate therein.
- 5.7 Comply with Laws -The Tenant shall comply promptly, at its sole expense, with all laws, ordinances, regulations, requirements and recommendations, which may be applicable to the Tenant or to the manner of use of the Leased Premises by the Tenant, of any and all federal, provincial, civic, municipal and other authorities or association of insurance underwriters or agents and all notices in pursuance of same and whether served upon the Landlord or the Tenant insofar as it is the responsibility of the Tenant under the terms of this Lease.
- 5.8 Comply with Rules and Regulations-The Tenant agrees that any and all reasonable rules and regulations, as shall from time to time be made by the Landlord shall be observed and performed by the Tenant and its agents, clerks, servants and/or employees and all such rules and regulations now in force or hereafter put in force shall be read as forming part of the terms and conditions of this Lease as if the same were embodied herein.



- 5.9 Signs - Signs shall be regulated by the Landlord in a reasonable manner and the Tenant and its agents, clerks, servants and/or employees, shall abide such rules and regulations as may from time to time be established by the Landlord under subclause 5.8.
- 5.10 Common Areas -The use of Common Areas shall be regulated by the Landlord in a reasonable manner and the Tenant and its agents, clerks, servants and/or employees, shall abide such rules and regulations as may from time to time be established by the Landlord under subclause 5.8. The Landlord shall have the right from time to time, to alter the location of parking areas, driveways and sidewalks, to make such changes or additions to the Building or other improvements on the Land as in its sole discretion the Landlord may consider necessary or desirable and to construct and erect additional buildings or to enlarge or extend the Building.
- 5.11 Overholding -If the Tenant shall continue to occupy the Leased Premises after the end of this Lease without any further written agreement and without objection by the Landlord, the Tenant shall be a monthly tenant at a monthly rent as set forth in Article 3 during the last month of the Term and (except as to length of tenancy) on and subject to the provisions and conditions herein set out.
- 5.12 Inspection and Access - The Landlord and its agents shall have the right at all reasonable times during the said Term and/or any extension thereof to enter the Leased Premises to inspect the condition thereof, provided further, that all repairs determined to be necessary on such inspection, after notification of the same is left in writing at the Leased Premises, shall be made immediately by the Tenant.
- 5.13 Showing Leased Premises - The Tenant shall permit the Landlord and its authorized agents and employees to show the Leased Premises to prospective tenants during the Normal Business Hours of the last six months of the Term.

6. LANDLORD'S COVENANTS

- 6.1 Quiet Enjoyment - The Landlord covenants with the Tenant that if the Tenant pays the rent hereby reserved and performs the covenants herein contained, the Tenant shall and may peaceably possess and enjoy the Leased Premises for the Term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from, through or under the Landlord.
- 6.2 Maintenance of Common Areas - The Landlord covenants with the Tenant to cause the elevators, common entrances, lobbies, stairways, corridors, washrooms, and other parts of the Building from time to time provided for common use and enjoyment to be swept, cleaned, or otherwise properly maintained.

## 7. OPTION TO RENEW

- 7.1 Option to Renew - If the Tenant duly and punctually observes and performs the covenants, agreements, conditions and provisos in this Lease on the part of the Tenant to be observed and performed, the Landlord shall at the expiration of the initial term set forth in subclause 1.1 (b) (the "Initial Term"), and any renewal term granted thereafter, and at the written request of the Tenant delivered to the Landlord not earlier than twelve months and not later than three months prior to the expiration of the Initial Term, grant to the Tenant a renewal lease of the Leased Premises for a further term of that number of years specified in subclause 1.1 (d) (the "Renewal Term") from the expiration of the Initial Term upon all the of the covenants, agreements, conditions, and rovisos contained in this Lease including Annual Rent except this covenant of renewal and any provisions for Landlord's work, Tenant's work, exclusive use, free rent, bonuses, leasehold improvements, or inducements.
- 7.2 No Further Renewal - The Tenant and the Landlord acknowledge and agree that this provision gives the Tenant the option of renewing the Term only for one renewal term of that number of years specified in subclause 1.1 (d) and at the expiration of the Renewal Term there shall be no further right of renewal.

## 8. REPAIRS, DAMAGE AND DESTRUCTION

- 8.1 Landlord's Repairs - The Landlord covenants with the Tenant that so long as the Landlord does not terminate this Lease or elects not to rebuild the Building pursuant to the provisions in subclause 8.6:
- (a) to repair the roof, foundations, sub-floors and outer walls (excluding exterior store fronts) of the Building except normal wear and tear;
  - (b) maintain in good order and repair the Common Areas except normal wear and tear; and
  - (c) that the Landlord shall be responsible to make good and repair any damage caused to the Leased Premises by reason of a structural defect in the Building in which the Leased Premises are located, or damage caused by the negligence of the Landlord, its servants or agents.
- 8.2 Tenant's Repairs - The Tenant shall, during the said Term, well and sufficiently repair, maintain, amend and keep the Leased Premises, with the appurtenances and all equipment and fixtures, in good and substantial repair, except reasonable wear and tear and damage by fire, acts of God, and other risks against which the Landlord is insured (hereinafter collectively referred to as "Tenant Repair Exceptions") and the Tenant covenants to perform such maintenance, to effect such repairs and replacements and decorate at its own cost and expense as and when necessary or as reasonably requested so to do by the Landlord.

- 8.3 Tenant's Repairs - The Tenant shall at its own expense replace or repair, under the direction and to the reasonable satisfaction of the Landlord, any and all glass, locks and trimmings of the doors and windows in or upon the Leased Premises which become damaged or broken.
- 8.4 Damage - Provided that if during the Term hereby demised or any renewal thereof the Leased Premises shall be damaged or destroyed by a peril or perils which would be covered by a standard fire insurance policy with Extended Coverage Endorsement attached thereto, the rent shall abate in the proportion that the part of the Leased Premises rendered unfit for occupancy bears to the whole of the Leased Premises until the Leased Premises are rebuilt; and the Landlord agrees that it will with reasonable diligence repair the Leased Premises unless the Tenant is obligated to repair under the terms hereof or unless this Lease is terminated as hereinafter provided; subject always to the following provisions.
- 8.5 Damage - The Tenant shall reimburse the Landlord for costs incurred by the Landlord in making good any damage caused to the Building or any part thereof including the furnishings and amenities thereof as a result of the negligence or wilful act of the Tenant, its invitees, licensees, agents, servants or other persons from time to time in or about the Leased Premises but only if such damage is not covered by any policy of insurance required to be maintained by the Landlord under the terms of this Lease.
- 8.6 Destruction - If the Leased Premises are damaged or destroyed by any cause whatsoever and if in the opinion of the Landlord reasonably arrived at the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within ninety (90) days of the damage or destruction, the Landlord instead of rebuilding or making the Leased Premises fit for the Tenant, determine this Lease by giving the Tenant within thirty (30) days of such damage or destruction notice of termination and thereupon rent and any other payment for which the Tenant is liable under the Lease shall be apportioned and paid to the date of such damage or destruction and the Tenant shall immediately deliver up possession of the Leased Premises to the Landlord.

9. LICENSES, ASSIGNMENTS AND SUBLETTING

- 9.1 Assigning or Subletting - The Tenant covenants with the Landlord that the rights of the Tenant under this Lease shall not be transferred, assigned, sold or mortgaged and the Tenant shall not sublet the whole or any part of the Leased Premises nor grant any concession or licence within or with respect of the Leased Premises, without in any case first obtaining the prior written consent of the Landlord which consent the Landlord may withhold, and there shall be no obligation upon the Landlord under any circumstances to justify the withholding of its consent. Notwithstanding any such consent being given by the Landlord and such transfer, assignment, sale or subleasing being effected, the original Tenant hereunder shall remain bound to the Landlord for the fulfilment of its obligations hereunder.

10. FIXTURES AND IMPROVEMENTS

- 10.1 Installation of Fixtures and Improvements - The Tenant shall not without the prior written consent of the Landlord make any changes, alterations, additions or improvements to the structure, any perimeter wall, the store front, the sprinkler system, the heating, ventilation, air conditioning, plumbing, electrical or mechanical equipment or the ceiling, walls, floor or roof, without the prior written consent of the Landlord and without the use of contractors or other qualified workmen to be approved by the Landlord provided that the Tenant may at any time and from time to time at its expense paint and decorate the interior of the Leased Premises and make such changes, alterations, additions and improvements in and to the Leased Premises as will in the judgment of the Tenant better adapt the Leased Premises for the purpose of its business.
- 10.2 Liens and Encumbrances on Fixtures and Improvements- Any changes, alterations, additions or improvements to the Leased Premises undertaken by the Tenant, either with or without the consent of the Landlord, shall be at the sole cost and expense of the Tenant and the Tenant shall post notices to the effect that the Landlord will not be responsible for same pursuant to the Builders' Lien Act, R.S.B.C. 1996, as amended, or any successor legislation, and shall indemnify and save the Landlord harmless from any liens, charges, costs, suits, actions or claims arising therefrom.
- 10.3 Removal of Fixtures and Improvements - Any changes, alterations, additions or improvements to the Leased Premises undertaken by the Tenant, either with or without the consent of the Landlord, shall be the sole property of the Landlord and any fixtures installed by or at the request of the Tenant or the Landlord shall be the sole property of the Landlord unless expressly agreed between the parties in writing to be the property of the Tenant.

11. INSURANCE AND LIABILITY

- 11.1 Landlord's Insurance - The Landlord covenants and agrees that throughout the Term it will carry or cause to be carried fire insurance with normal extended coverage endorsements in respect of the Building in an amount not less than its full insurable value less the cost of foundations and excavations, and public liability insurance in respect of the Building and Land.
- 11.2 Tenant's Insurance The Tenant shall at its expense, provide and maintain in force during the Term of this Lease or of any renewal thereof:
- (a) Public liability insurance, for the benefit of the Landlord and the Tenant, in the amounts of \$2,000,000 per occurrence in respect of injury or death to one or more persons or damage to property.

(b) Plate glass insurance, for the benefit of the Landlord and the Tenant, covering all plate glass in or about the Leased Premises, including plate glass windows and doors, in an amount equal to the full insurable value thereof. In the event the Tenant does not provide plate glass insurance as aforesaid the Tenant covenants and agrees to be solely responsible for any and all damage to all plate glass in or about the Leased Premises including the replacement thereof. The cost of repair and replacement shall be borne solely by the Tenant.

11.3 Indemnity of Landlord - The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, costs, claims, suits or actions arising out of or in connection with:

(a) Any breach, violation, or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of the Tenant, to be fulfilled, kept, observed and/or performed;

(b) Any damage to property resulting from the negligence and/or wilful act or acts of the Tenant while the property shall be in or about the Leased Premises;

(c) Any injury to any licensee, invitee, agent or employee of the Tenant, including death resulting at any time therefrom, occurring in or about the Leased Premises and/or on the Land, resulting from the negligence and/or wilful act or acts of the Tenant and this indemnity shall survive the expiry or sooner determination of this Lease.

## 12. SUBORDINATION, ATTORNMEN, REGISTRATION, AND CERTIFICATES

12.1 Subordination and Attornment - The Tenant covenants and agrees with the Landlord that the Tenant shall from time to time upon the written request of the Landlord, enter into an indenture subordinating the Term hereby demised and the rights of the Tenant hereunder to any mortgage, present or future, which includes the Leased Premises, or, at the option of the Landlord, agreeing that the Term hereby demised shall be subordinate to any such mortgage.

12.2 Registration - The Tenant agrees that the Landlord shall not be obligated to deliver this Lease in form registrable under the Land Title Act, R.S.B.C. 1996, and covenants and agrees with the Landlord not to register this Lease.

12.3 Certificates - The Tenant shall promptly whenever requested by the Landlord from time to time execute and deliver to the Landlord and, if required by the Landlord, to any mortgage (including any trustee under a trust deed or trust indenture) or prospective purchaser (as designated by the Landlord) a certificate in writing as to the status of the Lease at that time, including as to whether it is in full force and effect, is modified or unmodified, confirming the rental payable hereunder and the state of the accounts between the Landlord and the Tenant, the existence or non-existence of defaults, and any other matters pertaining to this Lease as to which the Landlord shall request a certificate. If the Tenant fails to do so within seven days after the

Tenant receives the form of certificate, the Tenant hereby irrevocably and conclusively authorizes the Landlord to complete, execute, and deliver the certificate for, on behalf of, in the name of, and as agent of, the Tenant.

### 13. DEFAULT AND SURRENDER

- 13.1 Unavoidable Delays - Whenever and to the extent that the Landlord shall be unable to fulfil or shall be delayed or restricted in the fulfilment of any obligation hereunder in respect of the supply or provision of heating, air conditioning, elevator or any other service or utility or the doing of any work by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation or by reason of any statute, law or order-in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administration controller or board of any governmental department or officer or other authority or by reason of not being able to obtain any permission or authority required thereby or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned, with the proviso that the Tenant shall be entitled to compensation if the Tenant can establish that the Landlord's inability to fulfil obligations hereunder as aforesaid is unreasonable. There shall be no deduction from the rent by reason of any such failure or cause. The provisions herein apply reciprocally, insofar as they may be applicable to the Tenant, save that nothing herein shall excuse the Tenant from paying the Rent required to be paid hereunder.
- 13.2 Re-entry - Provided, and it is hereby expressly agreed, that if and whenever the Annual Rent hereby reserved, or any part thereof, shall not be paid on the day appointed for payment thereof, whether lawfully demanded or not, or in case of the breach or non-performance of any of the covenants, provisos or conditions herein contained on the part of the Tenant, then and in either of such cases it shall be lawful for the Landlord at any time thereafter, into and upon the Leased Premises or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy, as of the Landlord's former estate, anything hereinafter contained to the contrary notwithstanding.

13.3 Bankruptcy- The Tenant covenants that if the Term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, then in any such case the said Term shall at the option of the Landlord, immediately become forfeited and void and the then current month's rent and the rent for the three months next following shall immediately become due and payable and in such case it shall be lawful for the Landlord at any time thereafter into and upon the Leased Premises, or any part thereof, in the name of the whole, to re-enter and the same to have again, repossess and enjoy as of its former estate; anything herein contained to the contrary notwithstanding.

13.4 Surrender - The Tenant shall, at the expiration or sooner determination of the Term of this Lease, peaceably surrender and yield up unto the Landlord the Leased Premises with the appurtenances, together with all fixtures or erections which at any time during the Term shall be made therein or thereon in good and substantial repair and condition, excepting those repairs which are the express obligation of the Landlord hereunder, and deliver to the Landlord all keys to the Building and Leased Premises which the Tenant has in its possession.

#### 14. INDEMNIFIER'S COVENANTS

14.1 Indemnity - The Indemnifier shall indemnify and save harmless the Landlord from any and all loss, costs, damages, liability whatsoever arising out of any failure by the Tenant to perform any and all of the terms, covenants, conditions and provisions of this Lease.

14.2 Waiver -In the event of a default by the Tenant under this Lease, the Indemnifier waives any right to require the Landlord to proceed against the Tenant or pursue any other rights or remedies with respect to this Lease.

14.3 Release - The Landlord shall have the right to enforce this indemnity regardless of the release or discharge of the Tenant by the Landlord or operation of law.

15. MISCELLANEOUS

15.1 Notices - That any notice required to be given under this Agreement shall be deemed to be sufficiently given:

- (i) if delivered, at the time of delivery; and
- (ii) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the City:

CITY OF NANAIMO  
455 Wallace Street,  
Nanaimo, BC V9R 5J6  
Attn: Ron Lambert  
Ph: (250) 755-4555  
Fx: (250) 753-5480

If to the Lessee:

REGIONAL DISTRICT OF NANAIMO  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2  
Attn: General Manager Development Services  
Ph: (250) 390-4111  
Fax: (250) 390-XXXX

15.2 Extraneous Agreements-This Agreement contains the whole agreement between the parties hereto.

15.3 Time of Essence - Time shall be of the essence of this Lease.

15.4 Successors and Assigns- This Lease shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, successors and permitted assigns.

15.5 Gender and Number - References to the parties shall be read with such changes in gender as may be appropriate and where appropriate the singular shall mean the plural and vice versa.

15.6 Joint and Several - Should the Tenant or Indemnifier comprise two or more persons, each of them and not one for the other or others, shall be jointly and severally bound with the other or others for the due performance of the obligations of the Tenant hereunder.

15.7 Waiver - Any condoning, excusing or overlooking by the Landlord of any default, breach or non observance by the Tenant at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance not so as to defeat or affect in any way the rights of the Landlord hereunder in respect of any subsequent default, breach or non-observance.



15.8 Governing Law - This Lease shall be construed and governed by the laws of the Province of British Columbia.

15.9 Severability - Should any provision or provisions of this Lease and/or its conditions be illegal or not enforceable, it or they shall be considered separate and severable from the Lease and its remaining provisions and conditions shall remain in force and be binding upon the parties hereto as though the provision or provisions or conditions had never been included.

IN WITNESS WHEREOF the parties have executed this Lease on dates set out below.

Signed, sealed and delivered by  
THE REGIONAL DISTRICT OF NANAIMO this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Sr. Mgr. Corporate Administration

Signed, sealed and delivered by  
THE CITY OF NANAIMO this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Ted Swabey, General Manager, Development Services

\_\_\_\_\_  
Director, Legislative Services

SCHEDULE A

(ORIGINAL DOCUMENT CONTAINS FLOOR PLAN SHOWING THE BASEMENT OF THE BUILDING)

SCHEDULE B

Rules and Regulations

The Tenant shall observe the following Rules and Regulations as amended, modified, or supplemented from time to time by the Landlord:

1. Garbage - The Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the Leased Premises and shall place all ashes, refuse and garbage in appropriate containers for removal each week.
2. Parking - The Tenant, the Tenant's employees, suppliers and other persons having business with the Tenant shall comply with all parking signs posted in the parking area or painting on any parking spot.
3. Signs - The Tenant shall not display any sign except on the Common Areas without prior approval of the landlord.
4. Common Area - The Tenant shall not use the Common Area for conduct of its business.



RDN REPORT	
CAO APPROVAL <i>(initials)</i>	
EAP	
COW	
MAR 10 2009	
RHD	
BOARD	✓ <i>March 24 '09</i>

# MEMORANDUM

**TO:** Tom Armet  
 Manager, Building and Bylaw Services

**DATE:** March 11, 2009

**FROM:** Brian Brack  
 Bylaw Enforcement Officer

**FILE:** 197A08

**SUBJECT:** **Unightly Premises - 2128 Minto Avenue – Electoral Area 'A'**

## PURPOSE

To obtain Board approval to file a Notice of Bylaw Contravention on the Title of the above-noted subject property.

## BACKGROUND

**Property:** 2128 Minto Avenue, Electoral Area 'A'

**Legal Description:** Lot A, Section 11, Range 6, Plan VIP57359, Cranberry Land District

**Property Owners:** Patrick H. Olfert  
 2128 Minto Ave  
 Nanaimo, BC  
 V9X 1R7

**Zoning:** Residential 2 (RS2) – Bylaw 500

The subject property is located in the neighbourhood of South Wellington. Staff have received four (4) different complaints in the last two (2) years concerning the unsightly condition of the subject property. Staff follow-up resulted in the property being brought up to standard.

The most recent complaint was received on July 21, 2008 and a staff inspection the same day confirmed an accumulation of derelict vehicles, auto parts, scrap metal, refuse and other debris in the yard. (*Photographs - Attachment # 1*). An open septic ditch was also observed, and referred to the Vancouver Island Health Authority for follow-up.

In August 2008, the residence at 2128 Minto Avenue suffered extensive fire damage. Shortly after that a mobile home was placed in the backyard of the property which is now occupied by the property owner and his family. The burned out house remains standing. Staff have met with the Owner on several occasions to discuss the state of the property, however no significant improvements have been made to the property to date.

On January 12, 2009 a letter was sent by courier to the Owner, ordering that the property be cleaned up by February 19, 2009 pursuant to "Regional District of Nanaimo, Unightly Premises Regulatory Bylaw No. 1073, 1996." A follow up inspection confirmed there was no change in the condition of the property and it appears the owner is unwilling or unable to bring the property into compliance with regulations.

### ALTERNATIVES

1. That the Owner be directed by way of Board resolution, to remove the identified discarded and disused material from the property within fourteen (14) days, or the work will be undertaken by the Regional District of Nanaimo's agents at the owner's cost.
2. To not consider a clean up Resolution pursuant to "Unsightly Premises Regulatory Bylaw No. 1073, 1996."

### FINANCIAL IMPLICATIONS

If the Board adopts a resolution to have the identified material removed from the property, any costs incurred by the Regional District of Nanaimo or its agent with respect to the removal may be recovered from the property owner.

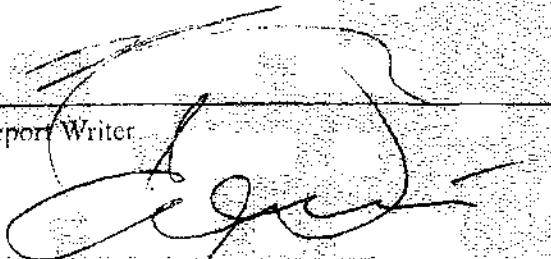
### CONCLUSION

The Owner has demonstrated an unwillingness to comply with the provisions of the Unsightly Premises Bylaw or to maintain the property to a reasonable standard as compared to surrounding properties. Board direction appears to be the only remaining option available to bring this property into compliance with Regional District of Nanaimo regulations.

### RECOMMENDATION

That the Board direct the Owner of the above-noted property, to remove from the premises those items as set out in the attached resolution within fourteen (14) days, or the work will be undertaken by the Regional District of Nanaimo's agents at the Owner's cost.

Report Writer



Manager Concurrence

General Manager Concurrence



CAO Concurrence



Attachment No. 1



Attachment No. 2

Regional District of Nanaimo

**RESOLUTION**

"UNSIGHTLY PREMISES REGULATORY BYLAW NO. 1073, 1996."

MOVED Director \_\_\_\_\_, SECONDED Director \_\_\_\_\_, that pursuant to the provisions of the "*Unsightly Premises Regulatory Bylaw No 1073, 1996,*" and amendments thereto, IT IS HEREBY RESOLVED that the Owner(s)/Occupier(s) of the respective premises set forth below be notified to remove the accumulation of discarded and disused material/debris and to take such remedial measures as are specified:

PROPERTY DESCRIPTION:	Lot A, District Lot 11, Range 6, VIP57359, Cranberry Land District – PID 018-431-976
LOCATION:	2128 Minto Avenue Electoral Area 'A'
OWNER:	Mr. Patrick H. Olfert 2128 Minto Avenue Nanaimo, BC V9X 1R7
UNSIGHTLY ACCUMULATION:	Derelict vehicles, auto parts, scrap metal, refuse, disused appliances, scrap wood and other debris.
REMEDIAL MEASURES:	To remove derelict vehicles, auto parts, scrap metal, refuse, disused appliances, scrap wood and other debris leaving the property clean and tidy.

AND BE FURTHER RESOLVED that the Bylaw Enforcement Officer of the Regional District of Nanaimo BE AND IS HEREBY AUTHORIZED in default of such removal or remedial measures being undertaken by the Owner(s)/Occupier(s) within fourteen (14) days of receipt of Notice to do so, to carry out or have such work carried out, and the expense charged to the Owner(s)/Occupier(s). If unpaid by December 31<sup>st</sup> in the year in which the work is done, the expenses shall be added to and form part of the taxes payable on that real property as taxes in arrears.

I hereby certify the foregoing to be a true and correct copy of a Resolution passed by the Board at its regular meeting, held March 24<sup>th</sup>, 2009.

DATED at Nanaimo, BC this 25<sup>th</sup> day of March, 2009

---

Senior Manager, Corporate Administration



RDN REPORT	
CAO APPROVAL <i>(initials)</i>	
EAP	
CGW	
RHD	
BOARD	✓ <i>Mar 24 '09</i>

# MEMORANDUM

**TO:** Carol Mason  
Chief Administrative Officer

**DATE:** March 18, 2009

**FROM:** Paul Thorkelsson  
GM Development Services

**FILE:** 6520 20 NAN

**SUBJECT:** Urban Containment Boundary Amendment request from the City of Nanaimo -  
Agricultural Land Reserve / Official Community Plan Mapping Error

## PURPOSE

To present an Urban Containment Boundary (UCB) change request from the City of Nanaimo.

## BACKGROUND

The City of Nanaimo (CoN) has received an Official Community Plan amendment application for lands in the Fielding Road area of the City. In reviewing the application materials it was identified by City Staff that the proposed OCP amendment exposed an inconsistency between the location of the UCB in the area and the location of an Agricultural Land Reserve (ALR) boundary on the property. The CoN has requested that the Regional District Board review and endorse the proposed UCB change needed to correct the inconsistency. A copy of the request letter from the CoN has been attached for the Board's reference.

## DISCUSSION

The land in question for the proposal falls between two land-use designations in the City's OCP. The portion of the lands currently designated 'Resource Protection' is bounded by this designation, the UCB and was intended to align with the ALR boundary. Copies of the CoN staff report and proposed OCP Amendment Bylaw is attached for the Board's reference. According to the staff report, coincident with interest in developing a portion of the lands was the provision of new information regarding the location of the ALR boundary as defined by the Agricultural Land Commission. CoN OCP intends that the OCP 'resource Protection' designation, UCB and ALR boundaries coincide. Accordingly a change to the UCB is required to correct what is in effect a mapping error in the ALR boundary in the CoN OCP.

Staff have reviewed the material provided and are of the opinion that the requested change is minor in nature, is consistent with the existing CoN OCP and aligned with the City's context statement with respect of the Regional Growth Strategy (RGS).

## ALTERNATIVES

1. To endorse the proposed change to the City of Nanaimo Urban Containment Boundary.
2. To not endorse the proposed change to the City of Nanaimo Urban Containment Boundary

## SUSTAINABILITY IMPLICATIONS

The RGS is a core document in the support and promotion of sustainability for the Regional District of Nanaimo. The goals and policies of the RGS set out a framework for the support of the Board's own



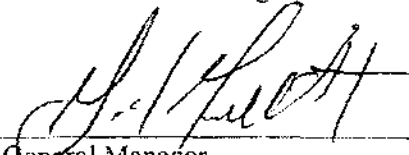
strategic plan and goals. The UCB as the primary tool for the focus of development within urbanized areas and protection of rural areas and as such is an important part of the RGS and the sustainability goals of the region. As discussed in previous reports to the Board the CoN Context Statement reveals a high level of consistency between the City OCP and the RGS and suggests that the OCP is well aligned with the RGS. The UCB change proposed by the City is minor in nature and is consistent with the CoN OCP, Context Statement and the RGS


### CONCLUSION

The City of Nanaimo has submitted a request to consider a change to the Urban Containment Boundary. The proposed change is put forward to correct an existing error in location of the UCB with respect to the Agricultural Land Reserve boundary. The change to the UCB required to correct this mapping error is minor in nature and consistent with current CoN OCP policy and Context Statement. Staff concur with the review provided by the City of Nanaimo and recommend the approval of the UCB change.

### RECOMMENDATION

1. That the Regional District of Nanaimo Board endorse the proposed change to the City of Nanaimo Urban Containment Boundary and that the maps in Regional Growth Strategy be updated at the next available opportunity to reflect this change
2. That staff be directed to provide a letter to the City of Nanaimo indicating the Board's decision.

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

  
\_\_\_\_\_  
CAO Concurrence

COMMENTS:

2008



CULTURAL CAPITAIS  
CAPITAL CULTURELLE  
of CANADA du CANADA



2009-MAR-11

**Our File: OCP49**

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

Dear Sir / Madam:

**Re: OCP Amendment Bylaw No. 6500.002**

Please find enclosed OCP Amendment Bylaw No. 6500.002, which was considered at a Public Hearing held 2009-MAR-05.

The proposed bylaw seeks to amend the location of the Urban Containment Boundary (UCB) in the Fielding Road area to ensure consistency between the location of the UCB and the location of the Agricultural Land Reserve (ALR) boundary, in response to recently published ALR maps. Please note that there is no change to the City's policy of locating ALR lands outside the UCB and that the UCB and ALR boundaries should be concurrent.

In accordance with the Urban Containment and Fringe Area Management Implementation Agreement, we are now requesting the Regional District of Nanaimo to review and endorse the proposed change.

A copy of the report to Council, which explains the proposed amendment, is enclosed for your reference. If you require further information please do not hesitate to contact me.

Yours truly,

Andrew Tucker, MCIP  
Director of Planning  
**Development Services Department**  
City of Nanaimo  
250-755-4450

AT/pm

ec:

*Mayor and Council*  
Carol Mason, Chief Administrative Officer, RDN  
Paul Thorkelsson, General Manager, RDN  
Jerry Berry, City Manager  
Al Kenning, Deputy City Manager  
Ted Swabey, General Manager, DSD  
Andy Laidlaw, General Manager, Community Services  
Doug Holmes, General Manager, Corporate Services

Prospero: OCP49

CITY OF NANAIMO

BYLAW NO. 6500.002

A BYLAW TO AMEND THE CITY OF NANAIMO  
"OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500"

---

WHEREAS the Council of the City of Nanaimo wishes to amend City of Nanaimo "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500";

THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the "OFFICIAL COMMUNITY PLAN BYLAW AMENDMENT BYLAW 2009 NO. 6500.002".
2. The City of Nanaimo "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500" is hereby amended as set out in Schedule A to this Bylaw.

PASSED FIRST READING 2009-FEB-09.  
PASSED SECOND READING 2009-FEB-09.  
PUBLIC HEARING HELD 2009-MAR-05.  
PASSED THIRD READING \_\_\_\_\_.  
ADOPTED \_\_\_\_\_.

\_\_\_\_\_  
MAYOR

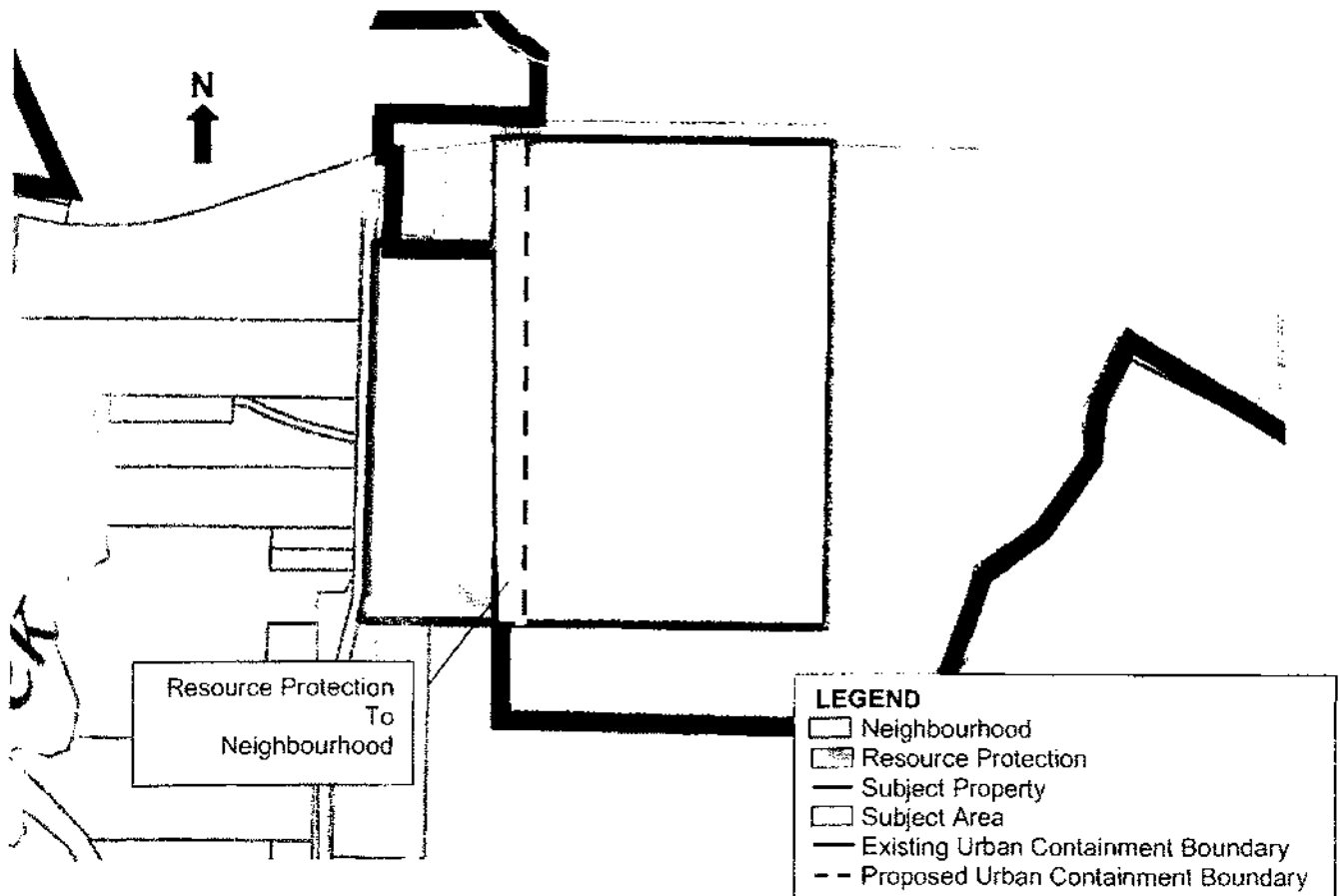
\_\_\_\_\_  
DIRECTOR,  
LEGISLATIVE SERVICES

File: OCP00049  
Address: 1350 Fielding Road  
Applicant: City of Nanaimo

SCHEDULE A

1. Map 1 (Future Land Use Plan) of the "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500" is amended as follows:

- Amend the Urban Containment Boundary to include a portion of lands at 1350 Fielding Road (Lot 53, Section 2, Nanaimo District, Plan 1386, Except Parcel A (DD 36001)) Thereof and Except Part In Plan 15831; PID 007 520 921) within the Urban Containment Boundary; and
- Redesignate the subject area known as a portion of lands at 1350 Fielding Road (Lot 53, Section 2, Nanaimo District, Plan 1386, Except Parcel A (DD 36001)) Thereof and Except Part In Plan 15831; PID 007 520 921) from 'Resource Protection' to 'Neighbourhood.'



## STAFF REPORT

TO: A. TUCKER, DIRECTOR, PLANNING AND DEVELOPMENT, DSD

FROM: D. LINDSAY, MANAGER, PLANNING DIVISION, DSD

RE: OCP 49 / RA213-- 1350 FIELDING ROAD

---

### STAFF'S RECOMMENDATION:

That Council:

1. consider First and Second Reading to "OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW 2009 NO. 6500.02";
2. consider First and Second Reading to "ZONING BYLAW AMENDMENT BYLAW 2009 NO. 4000.451"; and
3. direct Staff to secure riparian restoration as a condition of final approval.

### EXECUTIVE SUMMARY:

The City of Nanaimo has received a rezoning application from J.E. Anderson & Associates, on behalf of Cedar Village Holdings Inc., to rezone a portion of the subject property from Rural Agricultural / Residential Zone (A-2) to Rural Agricultural / Residential Zone (A-1) in order to facilitate a five lot subdivision. In order to proceed with the zoning boundary adjustment an Official Community Plan (OCP) mapping correction is required. As such, this application is requesting the associated amendment to the OCP. Staff support the application and recommend that Council approve the proposed OCP map amendment and rezoning application.

### BACKGROUND:

#### ***Subject Property and Surrounding Area***

The subject property is located on the east side of Fielding Road, approximately 75 metres south of the road terminus (Schedule 'A'). The total area of the property is approximately 38.3 acres (15.5 hectares); however, the total area that applies to the OCP and rezoning amendments is approximately 2.8 acres (1.1 hectares). The subject property is split zoned; the two zones which apply to the subject property are Rural Agricultural / Residential Zone (A-2) and Rural Agricultural / Residential Zone (A-1).

The subject property contains an unoccupied single family dwelling and several outbuildings. No Name Creek and a wetland are also located on the subject property. The Agricultural Land Reserve (ALR) applies to a portion of the property, as identified on the attached Schedule 'A'. The surrounding area contains large single family lots with the majority of lots zoned Rural Agricultural / Residential.

#### ***Official Community Plan (OCP)***

The subject property falls within two land use designations, according to Map '1' of the Official Community Plan (OCP): 'Resource Protection' and 'Neighbourhood'.

The 'Resource Protection' boundary located within the subject property corresponds to the Urban Containment Boundary (UCB), and was originally intended to align with the existing Agricultural Land Reserve (ALR) boundary. New information regarding the ALR map location has been provided by the Agricultural Land Commission, which necessitates a map correction to align the UCB with the ALR.

Accordingly, an OCP amendment bylaw is being requested in order to correct Map '1' and align the 'Resource Protection' designation and UCB to the boundary of the ALR. As a result of correcting the map error, the portion of land subject to rezoning would fall under the 'Neighbourhood' designation.

Staff is of the opinion that the proposed bylaws comply with the original intent of the OCP.

***Proposed Development***

The subject property currently contains split zoning. The applicant is requesting to rezone a portion of the subject property from Rural Agricultural / Residential: Zone (A-2) to Rural Agricultural / Residential Zone (A-1) in order to extend the existing A-1 Zone to the east to align with the ALR boundary. Essentially, the portion of land that applies to the proposed rezoning corresponds to the portion of land that has been identified as a mapping error.

The purpose of the rezoning is to maximize the potential for subdivision under the A-1 Zone. A conceptual lot layout is attached (Schedule 'B'), which shows the creation of five possible lots.

***Community Contribution***


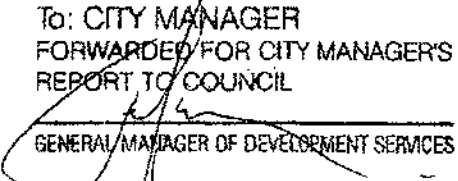
As outlined in Section 7.3 of the OCP, in exchange for value conferred on land through rezoning, the applicant should provide a community contribution. As the applicant is proposing a zoning boundary adjustment to correct past mapping errors, Staff recommend that no community contribution be requested.

***Riparian Replanting***

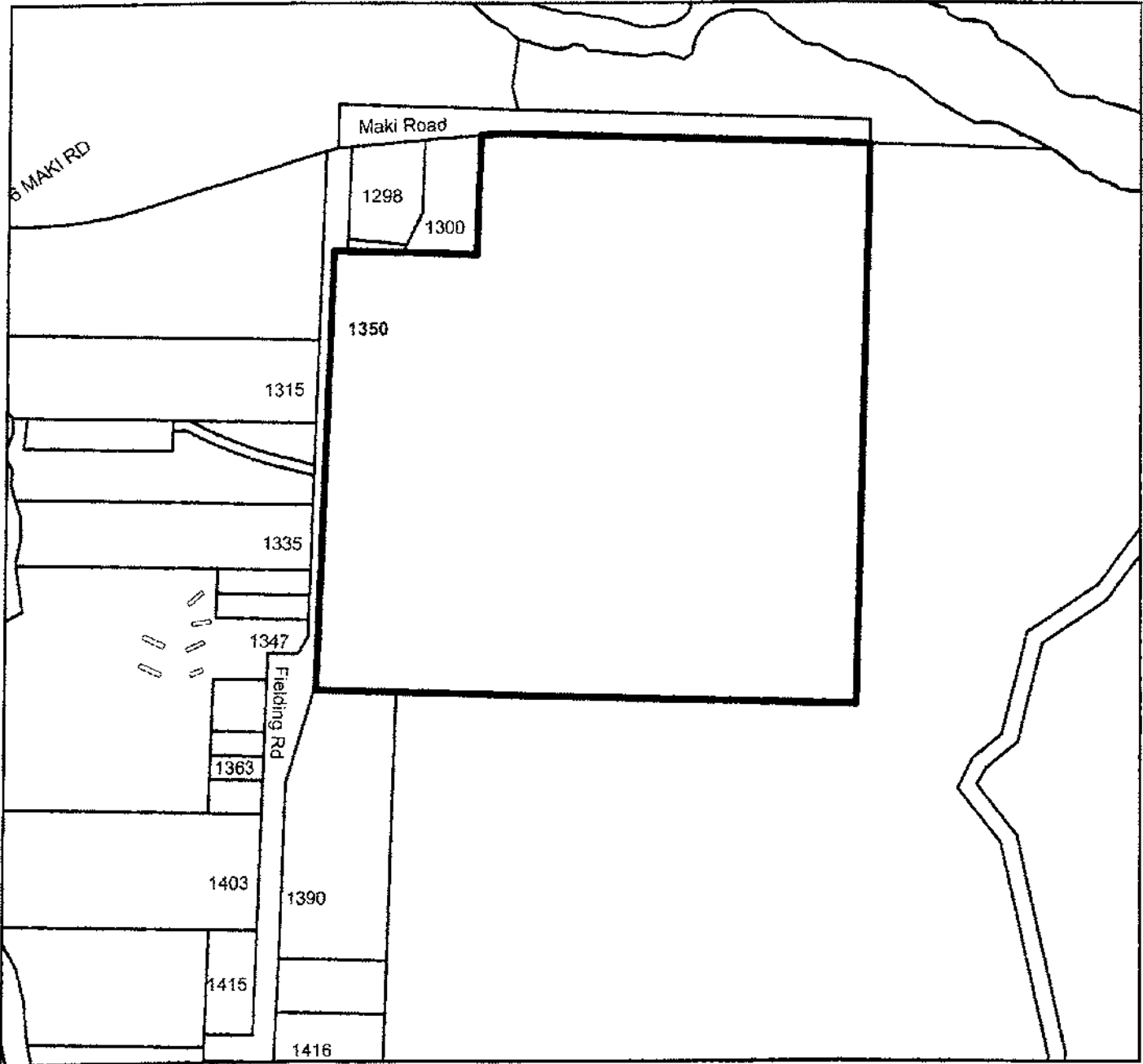
In the spring of 2008 works were completed on the subject property in the riparian setback without the necessary approvals from the City or the Department of Fisheries and Oceans (DFO). The works involved soil disturbance and the removal of vegetation, including trees, from within the riparian setback. In response to direction from both the City and the DFO, the owners completed a sediment erosion and control plan and a conceptual replanting plan in order to stabilize and restore the areas of disturbance. Regardless of the outcome of this application, Staff will work with the DFO to ensure the upgrades are completed. Although Staff support the applicants request to realign the zoning and OCP designations with the boundary of the ALR, Staff recommend that final adoption of the associated bylaw be conditional on securing the necessary riparian upgrades.

Respectfully submitted,

  
\_\_\_\_\_  
D. Lindsay  
Manager, Planning Division  
**Development Services Department**  
SH/pm  
Council: 2009-FEB-09  
Prospero: RA213

  
\_\_\_\_\_  
for A. Tucker  
Director, Planning & Development  
**Development Services Department**  
  
To: CITY MANAGER  
FORWARDED FOR CITY MANAGER'S  
REPORT TO COUNCIL  
  
\_\_\_\_\_  
GENERAL MANAGER OF DEVELOPMENT SERVICES

SCHEDULE A

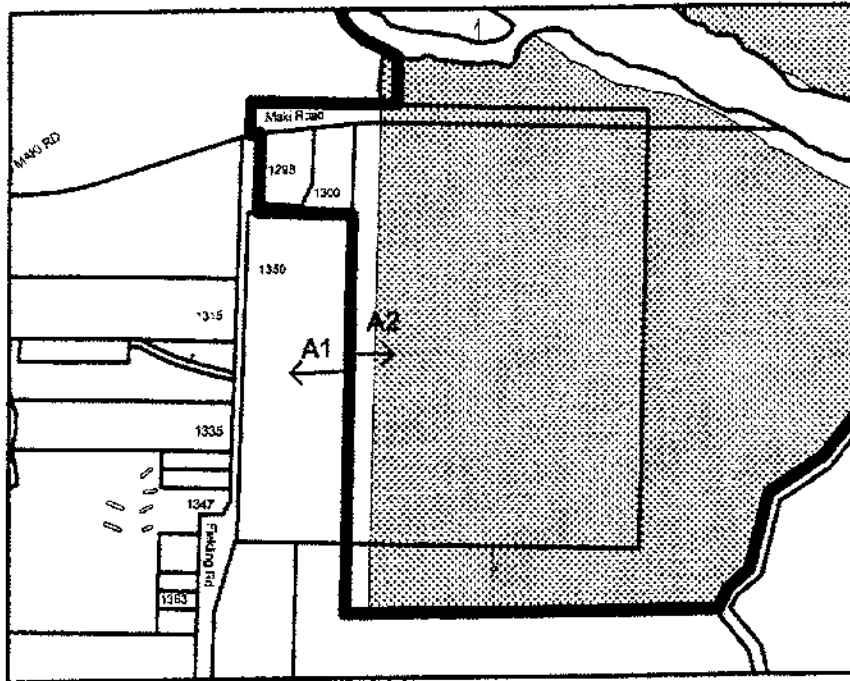


File: RA000213  
Civic: 1350 Fielding Road

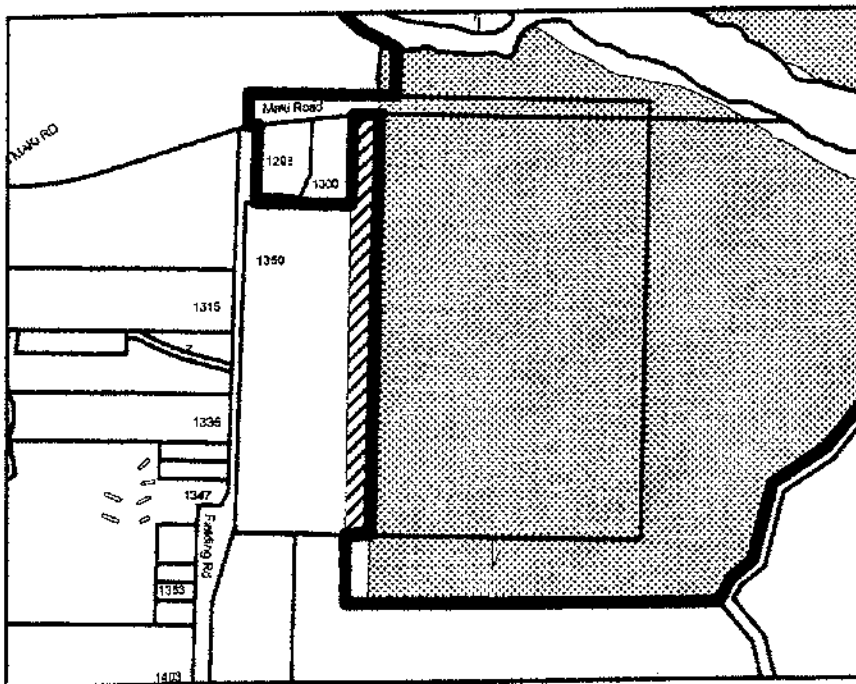
 Subject  
Property

**LOCATION PLAN**

# SCHEDULE A1



(Existing)



(Proposed)

— UCB  
▨ ALR

LOCATION PLAN  
File: RA000213  
Civic: 1350 Fielding Road

▨ Portion to be  
Rezoned A2 to A1



SUBDIVISION PLAN OF PART OF LOT 53, SECTION 2, NANAIMO DISTRICT, PLAN 1386  
EXCEPT PARCEL A (DD 360011) THEREOF AND EXCEPT PART IN PLAN 15831.

PLAN \_\_\_\_\_

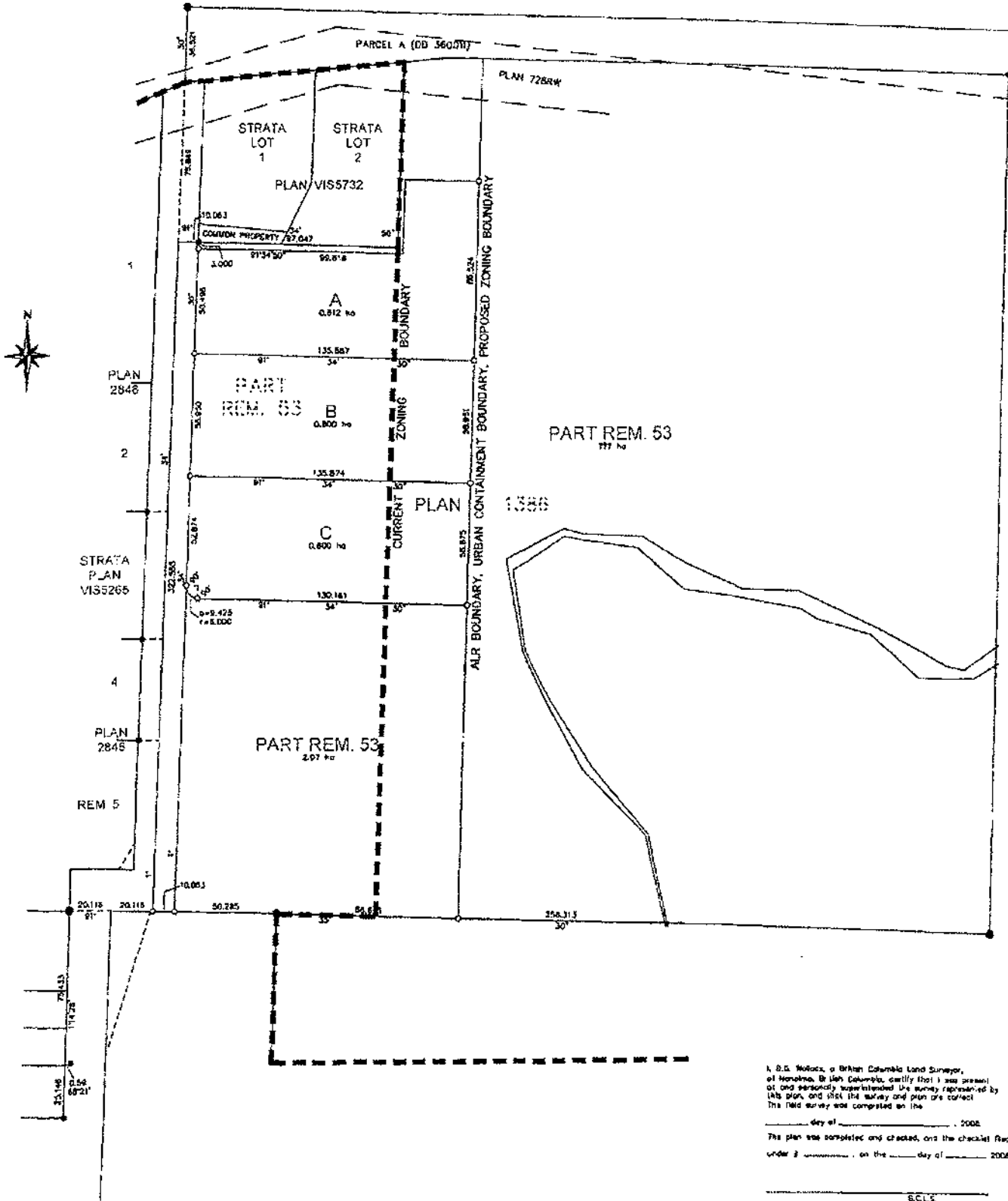
Deposited in the Land Title Office at Victoria, B.C., 11th

day of \_\_\_\_\_, 2008

Registrar

SCHEDULE B

POTENTIAL SUBDIVISION LAYOUT



I, S.S. Wallace, a British Columbia Land Surveyor,  
of Nanaimo, British Columbia, certify that I was present  
at and personally supervised the survey represented by  
this plan, and that the survey and plan are correct.  
The field survey was completed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2008.  
This plan was completed and checked, and the checklist filed  
under 2 \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.  
S.S. WALLACE

1-800-468-8333  
Director, Area "A"  
2020 St. James Street  
Nanaimo, B.C. V9R 5K9

1-800-468-8333

2020 St. James Street  
Nanaimo, B.C. V9R 5K9

March 11, 2009

Mr. Ken Dixon  
1100 East Clatsop Street  
Nanaimo, British Columbia V9R 1L1

Re: Springer Road and Transit Made Highway

Dear Mr. Dixon:

I acknowledge receipt of your letter of February 27, 2009 and enclosed copies of petitions.

Director Young and I met with MOI on February 2, 2009 to discuss requests with Ministry of Transportation (MOI) regarding the section of Trans Canada Highway (TCH) on the Spruett road inter-section since 2007. We were advised at that time MOI planning group had been unable to do a full study of the area and this was the first step in determining capital projects. MOI performed a traffic count and advised the volume of traffic did not warrant existing traffic controls at this location. Since then there have been several accidents which appears to have prompted MOI to come up with an interim plan to address this hazardous section of highway.

Director Young and I met with MOI on February 2, 2009, to review MOI's proposed Short Term Improvements. Their plan consists of:

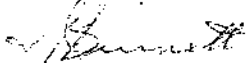
- active warning system signs, each side of Spruett, Inter-section, Northbound and Southbound.
- overhead flashing amber for TCH traffic and red for spruett traffic.
- a shoulder mounted speed reader board installed in the south bound direction on TCH.

There is an 80 k speed limit in this area and MOI feel the speed reader will draw people's attention to the speed they are traveling in relation to the 80 k. We discussed a concrete road shoulder and MOI advised this would be considered in their longer term plan.

I commend you for the petition initiative and assure you I will use them to support my requests to MOI as I press them to expedite a permanent solution for this stretch of highway.

I will keep you informed of further developments.

Yours truly,



F. Joe Barnett, Director  
Regional District of Nanaimo, Area "A"

FEB 27/09

To:

Mr. Burnett  
Director RDN Area A

From:

Ken Dixon  
31- 3560 Hallberg rd  
Ladysmith BC  
V9G 1L4

RDN	
DATE	STATUS
FEB 27 2009	IN PROGRESS
MAR - 3 2009	
J. Burnett	

Mr. Burnett,

I am enclosing of the 2 petitions that were presented to Mr.L.Krog on Feb27/09.  
The reason(s) that I am giving you a copy of these petitions are...

- a) It concerns a deadly stretch of highway in your area that has claimed 5 lives in the past 38 months.
- b) You are the elected official for this area.
- c) I am hoping that with these petitions with over 1,200 signatures will get you to pressure the highways dept into doing something to recitify this stretch of highway in order to make it safe.

If you wish to contact me @ anytime....  
Re: this matter you can contact me @250-245-0964

Sincerely

