

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, NOVEMBER 24, 2009
7:00 PM**

(immediately following the Hospital Board meeting)

A G E N D A

PAGES

1. **CALL TO ORDER**
2. **DELEGATIONS**
10 **Randy O'Donnell**, re Property Taxes and Mission Creep.
3. **BOARD MINUTES**
11-19 Minutes of the regular Board meeting held October 27, 2009.
4. **BUSINESS ARISING FROM THE MINUTES**
5. **COMMUNICATIONS/CORRESPONDENCE**
20-21 **Colin Haime, District of Lantzville**, re Regional Sustainability Strategy.
6. **UNFINISHED BUSINESS**
BYLAWS
For Adoption.
22-23 **Bylaw No. 500.350 – Amends the Land Use and Subdivision Bylaw by Rezoning an Area ‘C’ Property.** (Electoral Area Directors except EA ‘B’ – One Vote)

That “Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.350, 2009” be adopted.

This bylaw rezones the subject property from Subdivision District ‘D’ to Subdivision District ‘F’.
7. **STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**

7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE

24-26 Minutes of the Electoral Area Planning Committee meeting held November 10, 2009.
(for information)

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit & Subdivision Application No. PL2009-818 – JE Anderson– 230 & 238 Kenmuir Road – Area ‘H’. (Electoral Area Directors except EA ‘B’ – One Vote)

- 1. That Development Permit Application No. PL2009-818, in conjunction with a four lot subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2.*
- 2. That the request to relax the minimum 10% perimeter frontage requirement for Proposed Lots A and B be approved.*

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. PL2009-783 - Springford - 587 Alberni Highway - Electoral Area ‘G’. (Electoral Area Directors except EA ‘B’ – One Vote)

Delegations wishing to speak to Development Permit with Variance Application No. PL2009-783.

That the Development Permit with Variance Application No. PL2009-783 to permit the construction of an addition and retaining wall be approved subject to the conditions outlined in Schedules No. 1 - 5.

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2009-806 – C.A. Design - 2418 Andover Road - Electoral Area ‘E’. (Electoral Area Directors except EA ‘B’ – One Vote)

Delegations wishing to speak to Development Variance Permit Application No. PL2009-806.

That Development Variance Permit Application No. PL2009-806, to vary the setback requirements from the sea, be approved subject to the conditions outlined in Schedules No. 1 - 4.

Development Variance Permit Application No. PL2009-808 - Fern Road Consulting - Gainsberg Road - Electoral Area ‘H’. (Electoral Area Directors except EA ‘B’ – One Vote)

Delegations wishing to speak to Development Variance Permit Application No. PL2009-808.

That Development Variance Permit Application No. PL2009-808, to permit the conversion of an existing accessory building to a residential dwelling unit be approved.

Development Variance Permit Application No. PL2009-826 – Structure Design & Management – 3404 Carmichael Road – Electoral Area ‘E’.
(Electoral Area Directors except EA ‘B’ – One Vote)

That the Development Variance Permit Application No. PL2009-826, to vary the maximum height requirements, be approved subject to the conditions outlined in Schedules No. 1 - 3.

OTHER

Subdivision Application No. PL2009-787 Request for Cash-in-Lieu of Sidewalks - Cedar Village Estates - Cedar & Hemer Roads - Electoral Area ‘A’. (Electoral Area Directors except EA ‘B’ – One Vote)

That the proposal for a contribution in lieu of sidewalks within the Cedar Village subdivision be approved and that the \$48,500 be directed toward further improvements to the Morden Colliery Trail system.

7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

27-32 Minutes of the Committee of the Whole meeting held November 10, 2009. (for information)

COMMUNICATIONS/CORRESPONDENCE

Rachel Shaw, Environmental Assessment Office, re Environmental Assessment of Proposed Raven Underground Coal Project. (All Directors – One Vote)

That the communication from the Environmental Assessment Office regarding the environmental assessment of the proposed Raven Underground Coal Project be received.

FINANCE AND INFORMATION SERVICES

FINANCE

Operating Results for the Period Ending September 30, 2009. (All Directors – One Vote)

That the summary report of financial results from operations to September 30, 2009 be received for information.

DEVELOPMENT SERVICES

BUILDING & BYLAW

Property Maintenance Contravention – 2533 East Island Highway – Area ‘E’.
(All Directors – One Vote)

Delegations wishing to speak to Property Maintenance Contravention at 2533 East Island Highway – Area ‘E’.

That should the property maintenance concerns not be rectified by November 24, 2009, pursuant to the “Unightly Premises Regulatory Bylaw No. 1073, 1996,” the Board directs the owner of the subject 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’s agents at the owners’ cost.

Animal Control – Service Delivery in Districts 68 & 69. (All Directors – One Vote)

That the report be received for information and staff be directed to bring back options for providing animal control services in District 68 and District 69.

WATER AND WASTEWATER SERVICES

WATER

Drinking Water & Watershed Protection Service - 2009 Team WaterSmart Activities. (All Directors - One Vote)

That the 2009 Team WaterSmart Activities report be received for information.

WASTEWATER

Bylaws No. 1124.10 & 889.54 – Amend the Surfside & Northern Community Sewer Service Establishment Bylaws to Include an Area ‘G’ Property. (All Directors – One Vote)

- 1. That “Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.10, 2009” be introduced and read three times.*
- 2. That “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.54, 2009” be introduced and read three times.*

Bylaw No. 1583 – Establishes a Storm Water Management Service in a Portion of Area ‘A’ (Cedar Estates Development). (All Directors – One Vote)

That the “Regional District of Nanaimo Cedar Estates Storm Water Management Service Establishment Bylaw No. 1583, 2009” be introduced, read three times, and forwarded to the Inspector of Municipalities for approval.

ENGINEERING

Bylaw No. 791.18 – Amends the Rural Streetlighting Service Establishment Bylaw to Include an Area ‘E’ Property. (All Directors – One Vote)

That “Rural Streetlighting Local Service Area Amendment Bylaw No. 791.18, 2009” be held in abeyance until the developer and his agent hold a meeting with the residents in the local area.

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

(All Directors – One Vote)

1. *That the minutes of the District 69 Recreation Commission meeting held October 15, 2009 be received for information.*

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

2. *That the following District 69 Recreation Youth Grants be approved:*

<u>Community Group</u>	<u>Amount Recommended</u>
<i>Associated Family & Community Support Services</i>	<i>\$ 1,600</i>
<i>Associated Family & Community Support Services</i>	<i>\$ 1,500</i>
<i>German Ju Jutsu Foundation</i>	<i>\$ 1,500</i>
<i>Kumbana Marimba Youth Band</i>	<i>\$ 3,250</i>
<i>Oceanside Kidfest Society</i>	<i>\$ 1,293</i>
<i>Rough Diamonds Creative Arts Society</i>	<i>\$ 1,560</i>

3. *That the following District 69 Recreation Community Grants be approved:*

<u>Community Group</u>	<u>Amount Recommended</u>
<i>Coombs Halloween Candy Walk</i>	<i>\$ 1,500</i>
<i>Lighthouse Floor Curlers</i>	<i>\$ 1,800</i>
<i>Nanoose Place Landscaping Project</i>	<i>\$ 2,500</i>
<i>Parksville Lawn Bowling Club</i>	<i>\$ 1,390</i>

4. *That the Regional District denies The Parksville Qualicum Foundation - The Hand proposal to change the project and request the return of the \$1,850 RDN Recreation Grant provided June 2009.*
5. *That staff approach the Parksville Qualicum Community Foundation Youth Action Committee – The Hand, to discuss possible collaboration with regard to the Youth Services Review and to further discuss their grant application and to advise them the \$1,850 funds will be reserved for a future application by the group, should they decide to reapply.*

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

That the minutes of the East Wellington/Pleasant Valley Parks and Open Space Advisory Committee meeting held September 24, 2009 be received for information.

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

- 1. That the minutes of the Nanoose Bay Parks and Open Space Advisory Committee meeting held October 5, 2009 be received for information.*
- 2. That staff be directed to contact Strata #3393 Council to discuss the possible development of a land use agreement or easement on the Strata's Common Property that would provide public access to Schooner Ridge Community Park and Trail from Rockhampton Road.*

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

- 1. That the minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held September 29, 2009 be received for information.*
- 2. That staff be directed to apply to Ministry of Transportation and Infrastructure for a permit to create the Tunnel Trail, as presented by Gabriola Land and Trails Trust.*

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

That the minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held October 15, 2009 be received for information.

District 69 Community Justice Select Committee.

(All Directors – One Vote)

- 1. That the minutes of the District 69 Community Justice Select Committee meeting held October 27, 2009 be received for information.*

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

- 2. That a Grant-in-Aid from the remaining 2009 Electoral Area 'H' funds in the amount of \$1,195, be approved to the Spider Lake Community Association. Grant funding is to be used to purchase signage to improve road safety on Spider Lake, Turnbull and Shayla Roads and fire prevention signage for Spider and Illusion Lake Parks.*

3. *That the grant application for the Arrowsmith Agricultural Association Society be denied.*
4. *That the grant application for the Citizens on Patrol Society for \$9,000 be approved. Grant funding is to be allocated proportionately in Electoral Area's 'E', 'F', 'G', 'H', City of Parksville and Town of Qualicum Beach, as outlined in their submission.*
5. *That the grant application for the Arrowsmith Community Enhancement Society (ACES), be approved with funds provided from the balance remaining in the Electoral Area 'F' 2009 funding envelope. Grant funding is to be used to purchase a portable safety kitchen for various events.*
6. *That the District 69 Community Justice Select Committee recommends that the requisition for funding to support the Victims Services be increased by an additional \$22,500 in 2010.*
7. *That a letter be sent to the Provincial Government, local MLA's and news editors highlighting the Regional District's increased financial commitment to community safety despite our concerns that the Province continues in both direct and indirect ways to increase local taxpayer costs, in this instance by insufficiently funding training for Victim's Services and Restorative Justice programs*

BOARD INFORMATION

Proposed Raven Underground Coal Project. (All Directors – One Vote)

That a staff member be appointed as a representative on the Working Group of the Environmental Assessment Office for the proposed Raven Underground Coal Project, and that the Environmental Assessment Office and the proponent, Compliance Coal Corporation, be invited to give formal presentations to the Board.

Mid-Island Sustainable Stewardship Initiative. (All Directors – One Vote)

That correspondence from the Mid-Island Sustainable Stewardship Initiative (MISSI) be referred to staff for a report back to the Board on the implications to the RDN for convening a 'Climate Action Team', and that staff evaluate the merits and benefits of MISSI's proposed Yellow Cedar Project.

7.3 EXECUTIVE STANDING COMMITTEE

7.4 COMMISSIONS

7.5 SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

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

33-34 Minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held October 19, 2009. (for information)

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

35-36 Minutes of the Electoral Area 'H' Parks and Open Space Advisory Committee meeting held September 10, 2009. (for information)

Emergency Management Select Committee. (All Directors – One Vote)

37-52 Minutes of the Emergency Management Select Committee meeting held November 18, 2009. (for information)

(Electoral Area Directors - Weighted Vote)

1. That staff be directed to continue the current practice of purchasing and installing new generators at Emergency Reception Centres and that, if an opportunity arises, used generators be considered, subject to the equipment meeting RDN specifications.

(All Directors – Weighted Vote)

2. That the 2010 Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Emergency Planning services be approved.

8. ADMINISTRATOR'S REPORTS

53-56 Nanoose Bay Peninsula Water Service – Treatment Plant. (All Directors - One Vote)

57-60 Nanoose Bay Peninsula Water Service - Connection Policy. (All Directors - One Vote)

61-85 Area 'H' Community Parks Service - Wildwood Community Park Crown Land Lease Offer. (All Directors – Weighted Vote)

86-89 Solid Waste Collection & Recycling – Church Road Transfer Station Tender Awards. (All Directors – Weighted Vote)

90-104 Ravensong Aquatic Centre Repair and Upgrades – Recreation Infrastructure Canada Grant. (All Directors - Weighted Vote; Nanaimo, Lantzville, EA 'C' – Weighted Vote; Parksville, Qualicum Beach, EAs 'F' 'G' 'H' – Weighted Vote)

Yellowpoint Waterloo Fire Protection Service -- Tender Award. (to be circulated)

UBCM Task Survey. (to be circulated)

9. ADDENDUM

10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

11. NEW BUSINESS

12. BOARD INFORMATION (Separate enclosure on blue paper)

13. ADJOURNMENT

14. IN CAMERA

That pursuant to Section 90(1) (c), (e) and (g) of the Community Charter the Board proceed to an In Camera meeting to consider items related to personnel, land and legal issues.

Armstrong, Jane

From: Randy O'Donnell [rjodonnell@shaw.ca]
Sent: October 25, 2009 3:16 PM
To: Armstrong, Jane
Subject: RE: Appearing as an RDN Board Delegate

Thanks for your assistance, Jane.

I wish to appear before the Board of the RDN at the regular Board meeting of **November 24th, 2009**. My personal information is as follows.

Randy O'Donnell
2920 Benson View Rd.
Nanaimo, B.C. V9R 6W7
(250) 753-8439

Title of Presentation: **Property Taxes and Mission Creep**

Outline: Governments and bureaucracies almost universally engage in 'mission creep' - defined as an ever expanding role in the affairs of the public. Associated with 'mission creep' are expansions of personnel, management, equipment, infrastructure and of course, property taxes. The purpose of my presentation is to remind Board members of their mandate and to point out the un-sustainability of compound increases in property taxes.

Please be advised that a PowerPoint presentation will be provided on DVD in advance of my speaking time.

Regards
Randy O'Donnell

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE REGULAR MEETING OF THE BOARD
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, OCTOBER 27, 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. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Alternate	
Director M. Unger	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director J. Kipp	City of Nanaimo

Also in Attendance:

C. Mason	Chief Administrative Officer
M. Pearse	Sr. Mgr., Corporate Administration
J. Finnie	Gen. Mgr., Water & Wastewater Services
P. Thorkelsson	Gen. Mgr., Development Services
T. Osborne	Gen Mgr., Recreation & Parks Services
N. Avery	Gen. Mgr., Finance & Information Services
J. Finnie	Gen. Mgr., Transportation & Solid Waste Svcs.
L. Burgoyne	Recording Secretary

DELEGATIONS

Bruce Halliday & Glynnis Hayes, Port Theatre Society, re Annual Update.

Glynnis Hayes, Vice President of the Port Theatre Board of Directors thanked the RDN Board for their support and introduced the Port Theatre Manager Bruce Halliday who provided an update regarding the Port Theatre's activities over the past year.

BOARD MINUTES

MOVED Director Bartram, SECONDED Director Westbroek, that the minutes of the regular Board meeting held September 22, 2009 be adopted.

CARRIED

UNFINISHED BUSINESS

BYLAWS

Bylaw No. 975.51.

MOVED Director Holme, SECONDED Director Biggemann, that "Regional District of Nanaimo Pump & Haul Local Service Area Amendment Bylaw No. 975.51, 2009" be adopted.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS

ELECTORAL AREA PLANNING STANDING COMMITTEE

MOVED Director Bartram, SECONDED Director Holme, that the minutes of the Electoral Area Planning Committee meeting held October 13, 2009 be received for information.

CARRIED

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit Application No. PL2009-745 – O'Connor – 750 Parry's Park Road – Electoral Area 'G'.

MOVED Director Bartram, SECONDED Director Holme, that Development Permit Application No. PL2009-745, to permit the construction of an addition to a residential dwelling be approved subject to the conditions outlined in Schedules No. 1 to 3.

CARRIED

Development Permit Application No. PL2009-781 – Christopher Turko on behalf of Cheung – 1895 Stewart Road – Electoral Area 'E'.

MOVED Director Holme, SECONDED Director Bartram, that Development Permit Application No. PL2009-781 in conjunction with a bare land strata subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2 of the corresponding staff report.

CARRIED

Development Permit Application No. PL2009-790 – King – 1975 Widgeon Road & 3005 Oakdowne Road – Electoral Area 'H'.

MOVED Director Bartram, SECONDED Director Burnett, that Development Permit Application No. PL2009-790, in conjunction with a two lot subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2.

CARRIED

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. PL2009-748 – Law & Parker – 3417 Carmichael Road – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Bartram, that Development Permit with Variance Application No. PL2009-748 to permit the construction of a single dwelling unit be approved subject to the conditions outlined in Schedules No. 1 to 4.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2009-498 – Ewasiuk & Anderson – 3617 Dolphin Drive – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Bartram, that Development Variance Permit Application No. PL2009-498, to permit the repair and construction of retaining walls, and to legalize the height and location of an existing dwelling unit be approved subject to the conditions outlined in Schedules No. 1 to 5.

CARRIED

COMMITTEE OF THE WHOLE STANDING COMMITTEE

MOVED Director Holdom, SECONDED Director Johnstone, that the minutes of the regular Committee of the Whole meeting held October 13, 2009 be received for information.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Liz Williams, City of Nanaimo, re Request for Additional Bus Service.

MOVED Director Holme, SECONDED Director Bestwick, that the correspondence from the City of Nanaimo requesting additional bus service to accommodate the Torch Relay Community Celebrations, be received.

CARRIED

Andrew Brown, Mount Arrowsmith Biosphere Foundation, re RDN Appointment to Mount Arrowsmith Biosphere Foundation.

MOVED Director Westbroek, SECONDED Director Mayne, that the correspondence from the Mount Arrowsmith Biosphere Foundation requesting that a RDN representative be appointed to the Foundation, be received.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Bylaw No. 1582 – To Establish a Reserve Fund for the Emergency Planning Service.

MOVED Director Holme, SECONDED Director Bartram, that “Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that “Emergency Planning Service Capital Reserve Fund Bylaw No. 1582, 2009” be adopted.

CARRIED

Bylaws No. 794.07, 821.07, 1001.03 – To Amend the Boundaries of the French Creek, Errington and Parksville Fire Protection Service Areas.

MOVED Director Westbrook, SECONDED Director Mayne, that “French Creek Fire Protection Local Service Area Boundary Amendment Bylaw No. 794.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Holdom, SECONDED Director Rudischer, that “Errington Fire Protection Local Service Area Amendment Bylaw No. 821.07, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Mayne, SECONDED Director Kipp, that “Parksville (Local) Fire Protection Local Service Area Boundary Amendment Bylaw No. 1001.03, 2009” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Dashwood Fire Protection Service – Renewal of Agreement to Provide Fire Hydrant Maintenance Services to the Little Qualicum Waterworks District.

MOVED Director Bartram, SECONDED Director Johnstone, that the renewal of a fire hydrant maintenance agreement between the Regional District of Nanaimo and the Little Qualicum Waterworks District covering an initial renewal period of January 1, 2007 to December 31, 2012 be approved as presented.

CARRIED

Bow Horn Bay, Coombs Hilliers, Dashwood, Errington & Nanoose Fire Protection Services – Agreement for Provision of First Responder Services.

MOVED Director Bartram, SECONDED Director Holme, that the Board approve entering into a Consent and Indemnity Agreement with the Emergency and Health Services Commission for the purposes of First Responder Services, on behalf of the Bow Horn Bay, Dashwood, Coombs Hilliers, Errington and Nanoose Bay volunteer fire departments.

CARRIED

INFORMATION

Lease Agreement Renewal – Rogers Communication Tower.

MOVED Director Burnett, SECONDED Director Johnstone, that the amended Statutory Right of Way Agreement with Rogers Communications Inc. be approved as presented.

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

Notice of Building Bylaw Contravention – 1531 Harold Road – Electoral Area ‘A’.

MOVED Director Burnett, SECONDED Director Young, that staff be directed to register a Notice of Bylaw Contravention on title pursuant to Section 57 of the Community Charter and that legal action be taken if necessary to ensure Lot A (see EJ72536), Section 12, Range 7, Cranberry District, Plan 27070, is in compliance with “Regional District of Nanaimo Building Regulation & Fees Bylaw No. 1250, 2001”.

CARRIED

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Collection & Recycling Service – Authority to Negotiate Garbage, Food Waste and Recycling Collection Contract.

MOVED Director Holme, SECONDED Director Bestwick, that the Board direct staff to negotiate a contract with Waste Services (Ca) Inc. for the collection of garbage, food waste and recyclables from all customers currently being provided garbage collection.

CARRIED

MOVED Director Holme, SECONDED Director Biggemann, that contract negotiations include recycling and food waste collection services for the Town of Qualicum Beach and District of Lantzville as requested by those municipal Councils.

CARRIED

WATER AND WASTEWATER SERVICES

WATER

Drinking Water Protection Service – Toilet Rebate Incentive Program.

MOVED Director Bartram, SECONDED Director Rudischer, that the Board approve the proposed Toilet Rebate Program for the RDN Electoral Areas.

CARRIED

Northern & Southern Community Sewer Services - Renewal of Agreement to Supply Ferrous Chloride.

MOVED Director Holdom, SECONDED Director Sherry, that the agreement between the RDN and Tree Island Industries Ltd. for the supply of ferrous chloride be renewed for an additional five year term.

CARRIED

Bylaws No. 1124.09 and 889.53 – To Extend the Boundaries of the Surfside and Northern Community Sewer Services to Include an Area ‘G’ Property.

MOVED Director Holme, SECONDED Director Biggemann, that “Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.09, 2009” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Johnstone, that “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.53, 2009” be introduced and read three times.

CARRIED

WASTEWATER

Madrona/Wall Beach – Sewer Service Petition Results.

MOVED Director Holme, SECONDED Director Burnett, that the Board receive the staff report on the Madrona/Wall Beach Sewer Service Petition for information and direct staff to abandon the sewer service initiative for the Madrona/Wall Beach area due to insufficient petition results supporting a sewer service.

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 September 17, 2009 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that \$1,500 from the District 69 Recreation Grants Program be provided to the Rough Diamonds Project.

CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that the Terms of Reference for the Youth Recreation Services Plan be approved.

MOVED Director Westbrook, SECONDED Director Mayne, that the Terms of Reference for the Youth Recreation Services Plan be amended to increase the number of youth participants on the Project Steering Committee.

CARRIED

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

The motion CARRIED

MOVED Director Bartram, SECONDED Director Mayne, that staff be directed to issue a Request for Proposal for a Project Consultant for the development of the Youth Recreation Services Plan for District 69.

CARRIED

Electoral Area 'A' Parks, Recreation and Culture Commission.

MOVED Director Burnett, SECONDED Director Biggemann, that the minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held September 23, 2009 be received for information.

CARRIED

Costume Storage Funding and Yellow Point Drama Group.

MOVED Director Burnett, SECONDED Director Johnstone, that the \$1,500 used to construct the costume storage room for the Yellow Point Drama Group at Cedar Community Hall be funded by the Area 'A' Community Parks Function.

CARRIED

Cedar Heritage Centre.

MOVED Director Burnett, SECONDED Director Young, that staff be directed to meet with the Cedar School and Community Enhancement Society and report back with amended conditions including potentially providing office space for Area 'A' Recreation and Culture Services.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that staff be directed to review other possible facility management options or uses for the Cedar Heritage Centre.

CARRIED

Cedar Skate Park Funding.

MOVED Director Burnett, SECONDED Director Unger, that the Regional District fund up to \$139,000 or 1/3 of the project's \$417,000 project costs from the Electoral Area 'A' Community Parks operational reserve fund and the remaining project funds be raised by the Cedar Skateboard Park Association through donations, in-kind contributions, and applicable government and community grants.

CARRIED

Grants-in-Aid Advisory Committee.

MOVED Director Young, SECONDED Director Rudischer, that the minutes of the Grants-in-Aid Advisory Committee meeting held October 5, 2009 be received for information.

CARRIED

District 68

MOVED Director Young, SECONDED Director Holdom, that the following District 68 grants be awarded:

<i>Name of Organization</i>	<i>Amount Recommended</i>
Jonanco Hobby Workshop Association	\$ 500
Nanaimo Parent Participation Preschool	\$ 1,000
Silva Bay Shipyard School	\$ 540
Vancouver Island Dyslexia Association	\$ 480
	<u>\$ 2,520</u>

CARRIED

District 69

MOVED Director Young, SECONDED Director Holme, that the following District 69 grants be awarded:

<i>Name of Organization</i>	<i>Amount Recommended</i>
BCSPCA	\$ 1,505
Dolittle Square Committee	\$ 965
Oceanside Community Arts Council	\$ 1,801
Nanoose Bay Catspan	\$ 2,929
	<u>\$ 7,200</u>

CARRIED

MOVED Director Young, SECONDED Director Burnett, that in order to meet the anticipated increase for grant-in-aid funding requests from community groups in 2010, and to encourage local participation of community volunteers, the Grants-in-Aid Committee recommends that the general grant-in-aid funding amount for District 68 and District 69 be increased by 10% in 2010.

CARRIED

Regional Liquid Waste Advisory Committee.

MOVED Director Holme, SECONDED Director Westbroek, that the minutes of the Regional Liquid Waste Advisory Committee meeting held September 3, 2009 be received for information.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

City of Nanaimo Request for Additional Bus Service.

MOVED Director Holdom, SECONDED Director Haime, that the RDN provide additional complimentary bus service to and from the downtown core on the evening of October 31, 2009 to help decrease traffic during the Torch Relay Community Celebrations at Maffeo Sutton Park.

CARRIED

RDN Appointment to Mount Arrowsmith Biosphere Foundation.

MOVED Director Bartram, SECONDED Director Young, that Director Biggemann be appointed as the RDN representative to the Mount Arrowsmith Biosphere Foundation.

CARRIED

SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

Regional Parks & Trails Advisory Committee.

MOVED Director Burnett, SECONDED Director Young, that the minutes of the Regional Parks & Trails Advisory Committee meeting held October 6, 2009 be received for information.

CARRIED

Emergency Management Select Committee.

MOVED Director Biggemann, SECONDED Director Holme, that the minutes of the Emergency Management Select Committee meeting held October 16, 2009 be received for information.

CARRIED

MOVED Director Biggemann, SECONDED Director Holme, that the Joint Emergency Preparedness Program applications be approved and signed.

CARRIED

MOVED Director Biggemann, SECONDED Director Holme, that staff look into the possibility of used generators and how might the program be accelerated.

CARRIED

MOVED Director Biggemann, SECONDED Director Bartram, that staff be directed to prepare a letter of support from the Board as requested by Snuneymuxw First Nation for inclusion with their Canada Health Transfer Funding application.

CARRIED

MOVED Director Biggemann, SECONDED Director Burnett, that the use of the Nanoose Bay Firehall by CFMETR in their Nuclear Emergency Response Plan be referred back to staff for further information.

CARRIED

Transit Select Committee.

MOVED Director Holme, SECONDED Director Holdom, that the minutes of the Transit Select Committee meeting held October 14, 2009 be received for information.

CARRIED

MOVED Director Holme, SECONDED Director Bestwick, that the amended 2009/2010 Annual Operating Agreement with BC Transit be approved.

CARRIED

MOVED Director Westbroek, SECONDED Director Bestwick, that Inter-Kraft Contracting Ltd. be awarded a contract for the construction and installation of transit shelters for the Nanaimo Regional Transit System for the tendered price of \$232,700.

CARRIED

ADMINISTRATOR'S REPORTS

Area 'E' Community Parks Service – Crown Land Lease Offer for Nanoose Road Community Park.

MOVED Director Holme, SECONDED Director Bartram, that the Regional District accept the ten year lease renewal from the Ministry of Agriculture and Lands for Nanoose Road Community Park legally described as Lots 3, 4, 5 and 6, Plan 27190, District Lot 130 E&N, Nanoose District as attached as Appendix II.

CARRIED

Board Strategic Plan: 2009 - 2012.

MOVED Director Holme, SECONDED Director Holdom, that the 2009-2012 Board Strategic Plan – Integrated Solutions for a Sustainable Future be approved.

CARRIED

MOVED Director Holme, SECONDED Director Holdom, that staff be directed to refer the Strategic Plan to the member municipalities for information.

CARRIED

IN CAMERA

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

CARRIED

ADJOURNMENT

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

CARRIED

TIME: 7:35 PM

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



November 12, 2009

Via Email: growthmanagement@rdn.bc.ca (original to follow by mail)

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

Attention: Mr. Joe Stanhope, Chair

Dear Mr. Stanhope

**Re: Regional Sustainability Strategy
Invitation to Attend 2nd Elected Officials Workshop**

We thank you for the invitation to attend a 2nd Elected Officials Workshop as it relates to the Draft Regional Sustainability Strategy and which has been scheduled for Wednesday, November 25th, 2009, in addition to allowing us the opportunity to provide you with additional comments as it relates to the presentation and discussion of the draft Strategy at the 1st Elected Officials workshop held on Saturday, October 17th, 2009. The following outlines our comments as a result of the information presented and discussed at the October 17th, 2009, workshop. Further, we would request that the RDN still consider our previous correspondence dated June 22nd, 2009 (which is enclosed once again, for your convenience).

From the District's perspective, we continue to support the RDN's efforts in simplifying the document with clearly defined criteria on sustainability and new public reporting processes. We also support the addition of new policies and directives on food security, urban agriculture, and localized food production. We are however, concerned with some of the terminology contained within the Strategy, and more specifically, the use of the word 'ensure'. Lantzville finds it difficult to support the use of this specific term given our inability to accommodate certain actions identified in '4.0 Goals & Policies' of the Strategy. For example, the District of Lantzville currently does not permit any new water service connections given our depleting aquifer. Without allowing any new service connections the District is not in a position to 'ensure' the increased supply and variety of multi-unit dwellings, including secondary suites as defined in both Goals 1 and 4 of the draft Strategy. Therefore, we would respectfully request that consideration be given to utilize the word 'encourage' which, in our opinion, is a strong alternative and would not compromise the goals and objectives of the Strategy.

We would argue the same principle when using the term 'affordable' when it comes to addressing housing alternatives within the region. We would suggest that the RDN and member municipalities consider using the term 'adaptable' versus affordable and again, for example, one can 'encourage' adaptable housing but we can not ensure it is either 'affordable' or 'adaptable'. I would also encourage you to refer to our previous correspondence dated June

22nd, 2009, wherein we have provided comment pertaining to 'taking a blanket approach to defining the term 'affordable' in the context of housing alternatives'.

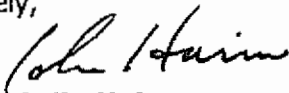
In discussions with Mr. Thorkelsson, it was suggested that we address the lack of ability to "ensure" specific items through our Regional Context Statement (RCS). However, approving a document that we cannot currently comply with is not a process that we would like to be considered. Furthermore, it is our understanding that a RCS is meant to identify inconsistencies between an OCP and the RSS (RGS) as well as how the OCP will be brought into compliance. As such, once the RSS includes those specific requirements it is incumbent on us to have our OCP revised to comply with the goals and reflect the wording of the RSS. Based on the current direction of the District this is not something that we can do. Therefore, to use a RCS to attempt to opt out of provisions of the RSS is not acceptable.

We would also like to take this opportunity to request that prior to finalizing this draft Strategy that the participants consider prioritization of the eleven goals contained within the Strategy. While we are supportive of all goals identified in the Strategy and appreciate that one goal does not carry any higher level of importance and/or preference over the other, it may be beneficial to identify the goals that are either more easily achievable in a shorter time frame and/or provide a greater benefit than the more difficult and/or longer term objectives.

As the Strategy contains eleven broadly stated goals and possibly more easily achievable in isolation of one another, achieving all eleven goals may prove to be challenging. Therefore, we would also encourage consideration towards integration of the document and again, this may be accomplished by contemplating a priority system whereby there are both short-term and longer term goals specified in the document.

We would like to re-emphasize the District of Lantzville's ongoing support for managing growth and change in the Region, and we appreciate the number of opportunities that we have been able to participate in the review and provide comment on the Strategy in a collaborative and cooperative manner during the review process. We also appreciate the many challenges in creating a single, guiding document that adequately addresses the unique characteristics of all participating members of the region and your efforts in giving our comments consideration is very much appreciated.

Sincerely,



Mayor Colin Haime
District of Lantzville

File: 6530-20-RGS

G: Corr/09/ RDN_RSS_Nov12response

C: RDN Board of Directors

C. Mason, Chief Administrative Officer, RDN

All Members of Council

T. Graff, Chief Administrative Officer

P. Shaw, Planning Consultant



CAO APPROVAL <i>W</i>	
EAP	
COW	
NOV 16 2009	
RHD	
BOARD	

MEMORANDUM

TO: Dale Lindsay
Manager, Current Planning

DATE: November 16, 2009

FROM: Susan Cormie
Senior Planner

FILE: PL2009-146

SUBJECT: Bylaw Amendment Bylaw No. 500.350 – Lynda Robinson
Electoral Area 'C' – 3027/3029 Landmark Crescent

PURPOSE

To consider Bylaw 500.350 for adoption.

BACKGROUND

Bylaw No. 500.350 was introduced and given 1st and 2nd reading on May 26, 2009. This was followed by a Public Hearing held on June 8, 2009. The Board granted 3rd reading for the amendment bylaw on June 23, 2009.

The purpose of this amendment bylaw is to rezone a parcel located at 3027/3029 Landmark Crescent in Electoral Area 'C' in order to facilitate the creation of a 2-lot subdivision of the parent parcel with each parcel being a minimum of 1.0 ha in size (*see Attachment No. 1 for location of subject property*).

At 3rd reading of this amendment application, the Conditions for Approval to be completed prior to consideration of 4th reading of the corresponding bylaw included the applicant providing proof of adequate potable water supply and septic disposal. These conditions have now been completed by the applicant.

ALTERNATIVES

1. To adopt Bylaw No. 500.350, 2009.
2. To not adopt Bylaw No. 500.350, 2009.

SUMMARY

As the conditions of approval are now completed, "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.350, 2009" may now be considered for adoption.

The following recommendation is provided for consideration by the Board.

RECOMMENDATION

That "Regional District of Nanaimo Land Use and Subdivision Bylaw Amendment Bylaw No. 500.350, 2009", be adopted.

[Signature]

Report Writer

[Signature]

Manager Concurrence

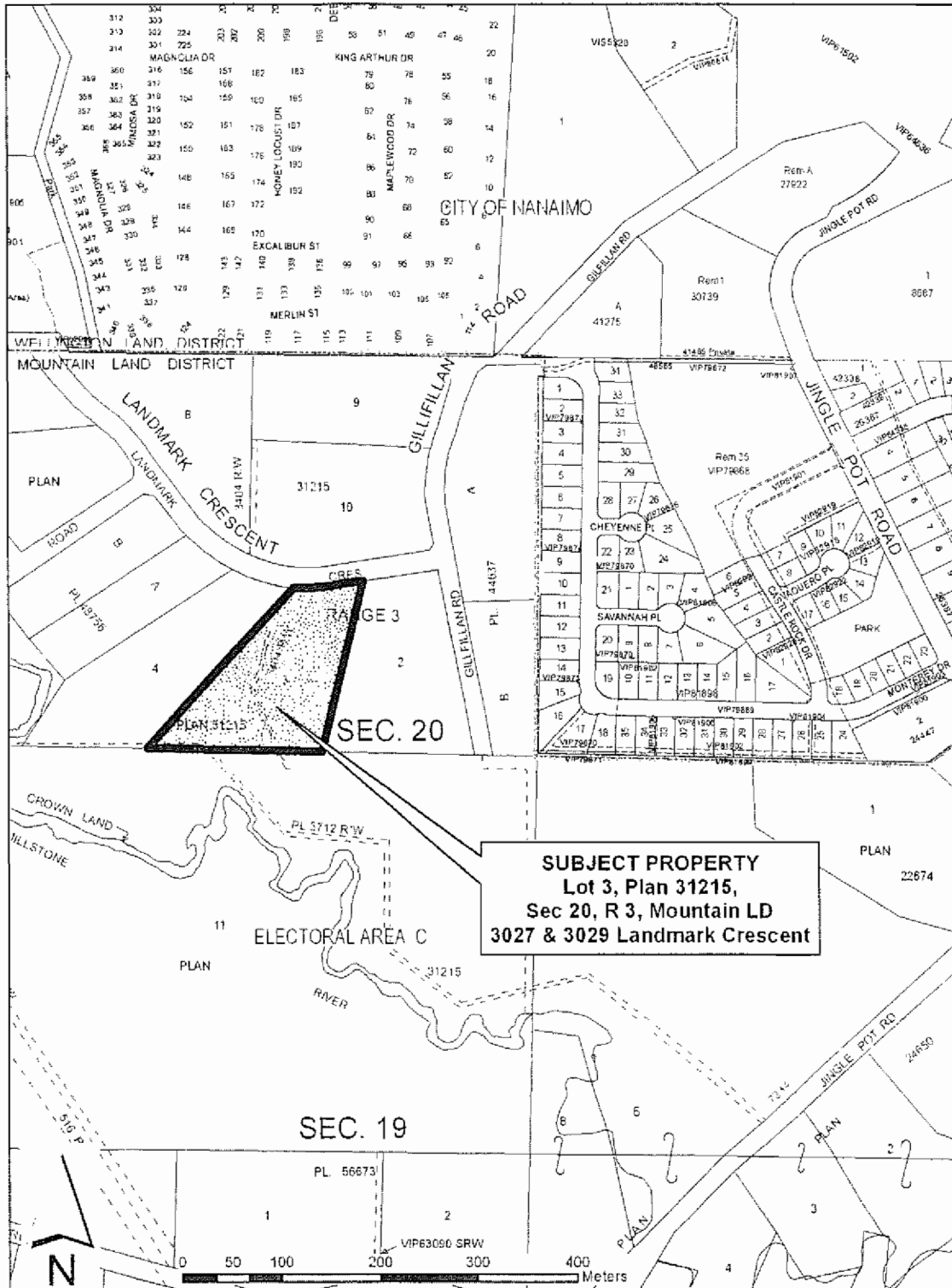
[Signature]

General Manager Concurrence

[Signature]

CAO Concurrence

Attachment No. 1
Amendment Bylaw No. 500.350
Location of Subject Property



SUBJECT PROPERTY
Lot 3, Plan 31215,
Sec 20, R 3, Mountain LD
3027 & 3029 Landmark Crescent

BCGS MAPSHEETS: 92F 020 4.4, 030 2.2

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE
MEETING HELD ON TUESDAY, NOVEMBER 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
D. Lindsay	Manager, Current Planning
L. Burgoyne	Recording Secretary

MINUTES

MOVED Director Biggemann, SECONDED Director Stanhope, that the minutes of the Electoral Area Planning Committee meeting held October 13, 2009 be adopted.

CARRIED

PLANNING

DEVELOPMENT PERMIT APPLICATIONS

Development Permit & Subdivision Application No. PL2009-818 - JE Anderson - 230 & 238 Kenmuir Road – Electoral Area ‘H’.

MOVED Director Burnett, SECONDED Director Young, that Development Permit Application No. PL2009-818, in conjunction with a four lot subdivision, be approved subject to the conditions outlined in Schedules No. 1 and 2.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that the request to relax the minimum 10% perimeter frontage requirement for Proposed Lots A and B be approved.

CARRIED

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. PL2009-783 – Springford – 587 Alberni Highway – Electoral Area ‘G’.

MOVED Director Stanhope, SECONDED Director Holme, that staff be directed to complete the required notification.

CARRIED

MOVED Director Stanhope, SECONDED Director Holme, that the Development Permit with Variance Application No. PL2009-783 to permit the construction of an addition and retaining wall be approved subject to the conditions outlined in Schedules No. 1 - 5.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2009-806 – C. A. Design - 2418 Andover Road – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Stanhope, that staff be directed to complete the required notification.

CARRIED

MOVED Director Holme, SECONDED Director Stanhope, that Development Variance Permit Application No. PL2009-806, to vary the setback requirements from the sea, be approved subject to the conditions outlined in Schedules No. 1 - 4.

CARRIED

Development Variance Permit Application No. PL2009-808 -- Fern Road Consulting –Gainsberg Road – Electoral Area ‘H’.

MOVED Director Holme, SECONDED Director Biggemann, that staff be directed to complete the required notification.

CARRIED

MOVED Director Holme, SECONDED Director Biggemann, that Development Variance Permit Application No. PL2009-808, to permit the conversion of an existing accessory building to a residential dwelling unit be approved.

CARRIED

OTHER

Subdivision Application No. PL2009-787 - Request for Cash-in-Lieu of Sidewalks – Cedar Village Estates – Cedar & Hemer Roads - Electoral Area ‘A’.

MOVED Director Burnett, SECONDED Director Young, that the proposal for a contribution in lieu of sidewalks within the Cedar Village subdivision be approved and that the \$48,500 be directed toward further improvements to the Morden Colliery Trail system.

CARRIED

Development Variance Permit Application No. PL2009-826 – Structure Design & Management – 3404 Carmichael Road – Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Stanhope, that staff be directed to complete the required notification.

CARRIED

MOVED Director Holme, SECONDED Director Stanhope, that the Development Variance Permit Application No. PL2009-826, to vary the maximum height requirements, be approved subject to the conditions outlined in Schedules No. 1 - 3.

CARRIED

ADJOURNMENT

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

CARRIED

TIME: 6:37 PM

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, NOVEMBER 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 C. Haime	District of Lantzville
Director E. Mayne	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director J. Ruttan	City of Nanaimo
Director L. Sherry	City of Nanaimo
Director L. McNabb	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo
Alternate	
Director F. Pattje	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director J. Kipp	City of Nanaimo

Also in Attendance:

P. Thorkelsson	Acting Chief Administrative Officer
M. Pearse	Senior Manager, Corporate Administration
N. Avery	Gen. Manager of Finance & Information Services
J. Finnie	General Manager of Water & Wastewater Services
D. Trudeau	General Manager of Transportation & Solid Waste
T. Osborne	General Manager of Recreation & Parks
L. Burgoyne	Recording Secretary

DELEGATIONS

Vaughan Roberts, ParkCity Engineering Ltd. for Walbern Management Inc., re Rural Streetlighting Service Boundary Extension – Area ‘E’.

Mr. Roberts provided information regarding a petition for streetlighting in the Nuttal Ridge subdivision and explained the type of streetlights proposed for the area and security issues.

MOVED Director Holme, SECONDED Director McNabb, that the late delegation be permitted to address the Board.

CARRIED

Shelley Seniuk, re Rural Streetlighting Service Boundary Extension – Area ‘E’.

Ms. Seniuk discussed the negative impact that the installation of street lights in the Nuttal Ridge subdivision will cause to residents including light pollution, health & safety, and energy conservation.

MINUTES

MOVED Director Holme, SECONDED Director McNabb, that the minutes of the regular Committee of the Whole meeting held October 13, 2009 be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Rachel Shaw, Environmental Assessment Office, re Environmental Assessment of Proposed Raven Underground Coal Project.

MOVED Director Bartram, SECONDED Director McNabb, that the communication from the Environmental Assessment Office regarding the environmental assessment of the proposed Raven Underground Coal Project be received.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Operating Results for the Period Ending September 30, 2009.

MOVED Director Westbroek, SECONDED Director McNabb, that the summary report of financial results from operations to September 30, 2009 be received for information.

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

Property Maintenance Contravention - 2533 Island Highway - Area 'E'.

MOVED Director Holme, SECONDED Director Burnett, that should the property maintenance concerns not be rectified by November 24, 2009, pursuant to the "Unightly Premises Regulatory Bylaw No. 1073, 1996," the Board directs the owner of the subject 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's agents at the owners' cost.

CARRIED

Animal Control – Service Delivery in Districts 68 and 69.

MOVED Director Ruttan, SECONDED Director McNabb, that the report be received for information and staff be directed to bring back options for providing animal control services in District 68 and District 69.

CARRIED

WATER AND WASTEWATER SERVICES

WATER

Drinking Water & Watershed Protection Service - 2009 Team WaterSmart Activities.

MOVED Director Bartram, SECONDED Director Kipp, that the 2009 Team WaterSmart Activities report be received for information.

CARRIED

WASTEWATER

Bylaws No. 1124.10 & 889.54 – Amend the Surfside & Northern Community Sewer Service Establishment Bylaws to Include an Area ‘G’ Property.

MOVED Director Westbrook, SECONDED Director Holdom, that “Surfside Sewer Local Service Area Boundary Amendment Bylaw No. 1124.10, 2009” be introduced and read three times.

CARRIED

MOVED Director Westbrook, SECONDED Director Holdom, that “Northern Community Sewer Service Area Boundary Amendment Bylaw No. 889.54, 2009” be introduced and read three times.

CARRIED

Bylaw No. 1583 – Establishes a Storm Water Management Service in a Portion of Area ‘A’ (Cedar Estates Development).

MOVED Director Burnett, SECONDED Director Young, that the “Regional District of Nanaimo Cedar Estates Storm Water Management Service Establishment Bylaw No. 1583, 2009” be introduced, read three times, and forwarded to the Inspector of Municipalities for approval.

CARRIED

ENGINEERING

Bylaw No. 791.18 – Amends the Rural Streetlighting Service Establishment Bylaw to Include an Area ‘E’ Property.

MOVED Director Holme, SECONDED Director Burnett, that “Rural Streetlighting Local Service Area Amendment Bylaw No. 791.18, 2009” be held in abeyance until the developer and his agent hold a meeting with the residents in the local area.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

MOVED Director Bartram, SECONDED Director McNabb, that the minutes of the District 69 Recreation Commission meeting held October 15, 2009 be received for information.

CARRIED

District 69 Recreation Youth Grants

MOVED Director Bartram, SECONDED Director Westbrook, that the following District 69 Recreation Youth Grants be approved:

<i>Community Group</i>	<i>Amount Recommended</i>
Associated Family & Community Support Services	\$ 1,600
Associated Family & Community Support Services	\$ 1,500
German Ju Jitsu Foundation	\$ 1,500
Kumbana Marimba Youth Band	\$ 3,250
Oceanside Kidfest Society	\$ 1,293
Rough Diamonds Creative Arts Society	\$ 1,560

CARRIED

District 69 Recreation Community Grants

MOVED Director Bartram, SECONDED Director Westbrook, that the following District 69 Recreation Community Grants be approved:

<i>Community Group</i>	<i>Amount Recommended</i>
Coombs Halloween Candy Walk	\$ 1,500
Lighthouse Floor Curlers	\$ 1,800
Nanoose Place Landscaping Project	\$ 2,500
Parksville Lawn Bowling Club	\$ 1,390

CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that the Regional District denies the Parksville Qualicum Foundation - The Hand proposal to change the project and request the return of the \$1,850 RDN Recreation Grant provided June 2009.

CARRIED

MOVED Director Bartram, SECONDED Director Westbrook, that staff approach the Parksville Qualicum Community Foundation Youth Action Committee – The Hand, to discuss possible collaboration with regard to the Youth Services Review and to further discuss their grant application and to advise them the \$1,850 funds will be reserved for a future application by the group, should they decide to reapply.

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 September 24, 2009 be received for information.

CARRIED

Nanoose Bay Parks and Open Space Advisory Committee

MOVED Director Holme, SECONDED Director McNabb, that the minutes of the Nanoose Bay Parks and Open Space Advisory Committee meeting held October 5, 2009 be received for information.

CARRIED

MOVED Director Holme, SECONDED Director Unger, that staff be directed to contact Strata #3393 Council to discuss the possible development of a land use agreement or easement on the Strata's Common Property that would provide public access to Schooner Ridge Community Park and Trail from Rockhampton Road.

CARRIED

Electoral Area 'B' Parks and Open Space Advisory Committee

MOVED Director Rudischer, SECONDED Director Holdom, that the minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held September 29, 2009 be received for information.

CARRIED

MOVED Director Rudischer, SECONDED Director Holdom, that staff be directed to apply to Ministry of Transportation and Infrastructure for a permit to create the Tunnel Trail, as presented by Gabriola Land and Trails Trust.

CARRIED

Electoral Area 'G' Parks and Open Space Advisory Committee

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

CARRIED

District 69 Community Justice Select Committee

MOVED Director Bartram, SECONDED Director Westbroek, that the minutes of the District 69 Community Justice Select Committee meeting held October 27, 2009 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that a Grant-in-Aid from the remaining 2009 Electoral Area 'H' funds in the amount of \$1,195, be approved to the Spider Lake Community Association. Grant funding is to be used to purchase signage to improve road safety on Spider Lake, Turnbull and Shayla Roads and fire prevention signage for Spider and Illusion Lake Parks.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that the grant application for the Arrowsmith Agricultural Association Society be denied.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that the grant application for the Citizens on Patrol Society for \$9,000 be approved. Grant funding is to be allocated proportionately in Electoral Area's 'E', 'F', 'G', 'H', City of Parksville and Town of Qualicum Beach, as outlined in their submission.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that the grant application for the Arrowsmith Community Enhancement Society (ACES), be approved with funds provided from the balance remaining in the Electoral Area 'F' 2009 funding envelope. Grant funding is to be used to purchase a portable safety kitchen for various events.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that the District 69 Community Justice Select Committee recommends that the requisition for funding to support the Victims Services be increased by an additional \$22,500 in 2010.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that a letter be sent to the Provincial Government, local MLA's and news editors highlighting the Regional District's increased financial commitment to community safety despite our concerns that the Province continues in both direct and indirect ways to increase local taxpayer costs, in this instance by insufficiently funding training for Victim's Services and Restorative Justice programs.

CARRIED

BOARD INFORMATION

Proposed Raven Underground Coal Project.

MOVED Director Bartram, SECONDED Director Westbroek, that a staff member be appointed as a representative on the Working Group of the Environmental Assessment Office for the proposed Raven Underground Coal Project, and that the Environmental Assessment Office and the proponent, Compliance Coal Corporation, be invited to give formal presentations to the Board.

CARRIED

Mid-Island Sustainable Stewardship Initiative.

MOVED Director Burnett, SECONDED Director Bartram, that correspondence from the Mid-Island Sustainable Stewardship Initiative (MISSI) be referred to staff for a report back to the Board on the implications to the RDN for convening a 'Climate Action Team', and that staff evaluate the merits and benefits of MISSI's proposed Yellow Cedar Project.

CARRIED

ADJOURNMENT

IN CAMERA

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

CARRIED

ADJOURNMENT

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

CARRIED

TIME: 7:30 PM

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA 'F' PARKS AND OPEN SPACE ADVISORY
REGULAR COMMITTEE MEETING
MONDAY, OCTOBER 19, 2009
7:00PM

Attendance: Peter Doukakis, Chairperson
Reg Nosworthy
Linda Tchorz
Kebble Scheaff

Staff: Wendy Marshall, Manager of Parks Services

Regrets: Lou Biggemann, Director, RDN Board
Robyn Elliott

CALL TO ORDER

Chair Doukakis called the meeting to order at 7:15pm.

MINUTES

MOVED K. Sheaff, SECONDED R. Nosworthy, that the Minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held April 20, 2009, be approved.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

MOVED K. Sheaff, SECONDED R. Nosworthy, that the following Correspondence be received:

- T. Osborne to Arrowsmith Agriculture Association, Re: Arrowsmith Agriculture Association Community Activities and Disaster Centre
- T. Osborne to Arrowsmith Agriculture Association Community Activities and Disaster Centre, Re: Arrowsmith Agriculture Association Community Activities and Disaster Centre Funding Cheque

CARRIED

REPORTS

Mr. Nosworthy requested the Monthly Update of Community Parks and Regional Parks and Trails Projects include more detail to clarify the work being done, noting the Report dated October 5, 2009, and paragraph three as an example.

MOVED R. Nosworthy, SECONDED D. Sheaff, that the Reports be received.

CARRIED

NEW BUSINESS

Park Project Priority List

Ms. Marshall reviewed the Electoral Area 'F' Parks Project Priority List, making minor adjustments as requested by the Committee members.

COMMITTEE INFORMATION

Next meeting date TBA.

ADJOURNMENT

MOVED R. Nosworthy that the meeting be adjourned at 7:50pm.

Chair

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE ELECTORAL AREA 'H' PARKS AND OPEN SPACE ADVISORY
REGULAR COMMITTEE MEETING
THURSDAY, SEPTEMBER 10, 2009
9:00AM**

Attendance: Michael Procter, Chairperson
Dave Bartram, Director, RDN Board
Brenda Wilson
Marguerite Little
Barry Ellis
Valerie Weismiller

Staff: Lesya Fesiak

CALL TO ORDER

Chair Procter called the meeting to order at 9:00am.

MINUTES

MOVED D. Bartram, SECONDED B. Wilson, that the Minutes of the Electoral Area 'H' Parks and Open Space Advisory Committee meeting held April 22, 2009, be approved.

CARRIED

BUSINESS ARISING FROM THE MINUTES

Chair Procter confirmed a letter from the Electoral Area 'H' Parks and Opens Space Advisory Committee, in support of the Lighthouse Country Trail Bridge grant application, had been forwarded to Joan Michel, RDN Trails Coordinator.

COMMUNICATIONS/CORRESPONDENCE

MOVED B. Wilson, SECONDED M. Little, that the Correspondence L. Hollybow, re: Fire Hazard and Other Concerns Sunnybeach Community Park and B. Tenny, re: Broombusting 2009 – Bowser Update, be received.

CARRIED

REPORTS

MOVED B. Wilson, SECONDED D. Bartram, that the Reports be received.

CARRIED

Ms. Weismiller joined the meeting a 9:30pm.

NEW BUSINESS

Park Project Prioritization for 2010.

Ms. Fesiak reviewed the Electoral Area 'H' Parks Project Priority List, making minor adjustments as requested by the Committee members.

MOVED D. Bartram, SECONDED V. Weismiller, that the Electoral Area 'H' Parks Project Priority List be accepted as revised.

CARRIED

COMMITTEE ROUND TABLE

Mr. Bartram stated \$250,000 in additional federal funding is expected for the Shellfish Research Centre.

ADJOURNMENT

MOVED D. Bartram, that the meeting be adjourned at 10:15pm.

Chair

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE EMERGENCY MANAGEMENT SELECT COMMITTEE
MEETING HELD ON FRIDAY, NOVEMBER 18, 2009 AT 2:00 PM
IN THE RDN COMMITTEE ROOM**

Present:

Director D. Bartram	Chairperson
Director J. Stanhope	Electoral Area G
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. Biggeman	Electoral Area F

Also in Attendance:

C. Mason	Chief Administrative Officer
T. Armet	Manager - Building, Bylaw and Emergency Planning Services
J. Drew	Emergency Services Coordinator
M. Sparks	Recording Secretary

CALL TO ORDER

The meeting was called to order at 2:00 p.m. by the Chair.

MINUTES

MOVED Director Holme, SECONDED Director Burnett that the minutes of the Emergency Management Select Committee held on October 16, 2009, be adopted.

CARRIED

BUSINESS ARISING FROM THE MINUTES

Director Bartram inquired whether the letter of support from the Board has been prepared as requested by Snuneymuxw First Nation for inclusion with their Canada Health Transfer funding application. T. Armet confirmed that the letter has been prepared, signed and mailed on October 28, 2009.

REPORTS

Purchase of Stand-by Generators for Emergency Reception Centres.

MOVED Director Holme, SECONDED Director Stanhope, that staff be directed to continue the current practice of purchasing and installing new generators at Emergency Reception Centres and that, if an opportunity arises, used generators be considered, subject to the equipment meeting RDN specifications.

CARRIED

Renewal of Emergency Planning Service Agreement with the District of Lantzville.

MOVED Director Young, SECONDED Director Stanhope that the 2010 Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Emergency Planning services be approved.

CARRIED

ADJOURNMENT

MOVED Director Holme, SECONDED Director Rudischer, that this meeting be adjourned.

CARRIED

TIME: 2:18

CHAIRPERSON



RDN PROJECT	
CAO APPROVAL	
EAP	
COW	
RHD	
BOARD	
<i>Emergency Select - Nov 18 09</i>	

MEMORANDUM

TO: Tom Armet, Manager
Building, Bylaw and Emergency Planning Services

DATE: November 4, 2009

FROM: Jani M. Drew, Emergency Coordinator

FILE: 1855-04-JEPP

SUBJECT: Purchase of Stand-by Generators for Emergency Reception Centers

PURPOSE

To obtain Board direction on the purchase of generators for Emergency Reception Centers.

BACKGROUND

At the regular Board meeting held on October 27, 2009 staff was directed to evaluate the feasibility of purchasing used or re-built generators for established Emergency Reception Centers currently identified in the Emergency Plan. The relatively high cost of new generators is a major factor in budgeting for the purchase of these units every few years, however the purchase of used/re-built units may accelerate the installation of stand-by generators at all Emergency Reception Centers.

New Generators

The RDN has a specification for the type of generator needed to operate a large building such as the Lighthouse Community Center – a 50 kW/60 Hz diesel engine standby generator. Diesel generators are more practical and less expensive than gasoline or natural gas units. The price quotes on new generators include warranty (typically 2 years), manufacturer installation, a weather proof enclosure, sound attenuation, installation of concrete pad and all required accessories. Additional benefits to using new generators include:

- New units come with high end components and parts.
- Servicing is included during the warranty period.
- New units can incorporate specific designs to accommodate the varied conditions of each site such as weather proofing, sound attenuation, fuel tank placement and size.
- Assurances that the generator will be reliable and highly functional for long term use.
- New units produce significantly less carbon emissions than older models.
- Advanced technologies support efficiency and GHG reductions.
- Much easier to schedule acquisition of new generators into capital plans as the source and full costs are generally known.

Used Generators

The acquisition of used generators could be pursued through various suppliers, advertisements or public tender. Staff has determined however that the market supply of used generators that meet our basic specifications is very limited and those that do occasionally become available are generally at the end of their life cycle. While the initial purchase price may be up to 50% less than a new generator, there are a number of disadvantages in purchasing used or rebuilt units such as:

- Inspection would be necessary to certify that the unit is mechanically sound.
- May require modifications or repairs.
- May not meet site specific requirements.
- Decreased life span.
- Older units generally do not meet federally regulated emission control standards.
- Requirement to hire a contractor for initial installation and periodic inspections.
- No warranty.
- Difficult to plan for purchases as market inventory is limited.
- Costs could escalate and potentially reach the same level as a brand new, fully installed generator.

ALTERNATIVES

1. That staff be directed to continue the current practice of purchasing and installing new generators at Emergency Reception Centers.
2. That staff be directed to continue the current practice of purchasing and installing new generators at Emergency Reception Centers and that, if an opportunity arises, used generators be considered, subject to the equipment meeting RDN specifications, as set out in this report.

FINANCIAL IMPLICATIONS

The purchase price of new emergency generators is approximately \$40,000, a portion of which is allocated annually through the budgeting process. The purchase price includes warranty and full installation with no hidden or additional costs, thus ensuring an accurate forecasting of all associated costs. JEPP grant funding is also available to defray some of the costs of these generators up to a cap amount of \$10,000.

The purchase price of used or re-built generators can be 20% to 50% of the cost of a new unit. Site specific installation, repairs and future maintenance costs would need to be factored into the budget which could potentially raise the overall cost of a used generator to that of a new unit. Future, and unknown, maintenance costs related to the use of used generator units could be significantly higher than with new units and may, as a result, impose additional and unintended costs on reception center facility budgets. Used or re-built generators may also qualify for JEPP grant funding which could offset some of the initial purchase and installation costs should staff locate used equipment that meets RDN specifications.

SUSTAINABILITY IMPLICATIONS


In 2004, the federal government introduced stringent regulations aimed at reducing carbon emissions from all engines. Generators manufactured after 2004 must meet the emission standards as regulated by the Canadian Environmental Protection Act (CEPA). The purchase of new generators would be in keeping with the Board's Strategic Plan to support energy efficiency measures that will lead to carbon neutral operations.

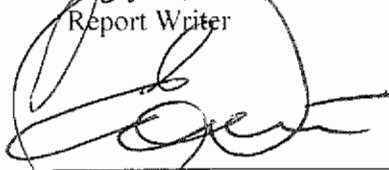
SUMMARY

Emergency Planning has an existing capital plan to purchase and install stand-by generators for reception centers identified in the Emergency Plan. New generators have warranties, receive regular scheduled maintenance and testing and meet federal emission control standards. While the initial cost can be significantly lower, used generators may be problematic in terms of reliability, overall cost effectiveness and contrary to the Board's strategic plan to meet provincial and global targets for greenhouse gas reductions. Should an opportunity arise however, staff is recommending that used generators be considered, subject to the equipment meeting RDN specifications as outlined in this report.


RECOMMENDATION


That staff be directed to continue the current practice of purchasing and installing new generators at Emergency Reception Centers and that, if an opportunity arises, used generators be considered, subject to the equipment meeting RDN specifications.



Report Writer


Manager Concurrence



for General Manager Concurrence


CAO Concurrence

COMMENTS:



EPP		
COV		
RHD		
BOARD		
<i>Emergency Sched - Nov 18 '09</i>		

MEMORANDUM

TO: Tom Armet, Manager
Building, Bylaw and Emergency Planning Services

DATE: November 12, 2009

FROM: Jani M. Drew, Emergency Coordinator

FILE: 7130-01-LANT

SUBJECT: Renewal of Emergency Planning Service Agreement with the District of Lantzville

PURPOSE

To obtain Board direction on the renewal of the Emergency Planning Service Agreement with the District of Lantzville.

BACKGROUND

In April 2008, the District of Lantzville and the RDN entered into an agreement to provide emergency planning services to Lantzville. The term of the Agreement was 18 months and is due to expire December 31, 2009. The District of Lantzville has formally requested that the RDN consider renewing the service contract for a further one year period.

ALTERNATIVES

1. Approve the Emergency Planning Service Agreement between the Regional District of Nanaimo and the District of Lantzville as presented.
2. Do not enter into a service agreement for Emergency Planning with the District of Lantzville at this time.

LEGAL IMPLICATIONS

The proposed agreement has been reviewed by the RDN's solicitor and provides a clear delineation of responsibilities between the RDN and the District of Lantzville with respect to emergency planning, response and recovery in the event of a localized or regional emergency.

FINANCIAL IMPLICATIONS

The District of Lantzville will contribute to the service at the same rate as the participants in the service. For 2010 a requisition of \$194,575 is projected for Emergency Planning and the resulting tax rate is estimated at \$0.22 cents per thousand dollars of assessment. The District's contribution is estimated at \$16,870.


SUMMARY

The District of Lantzville is a member of the *Regional Emergency Management Agreement*. For the past 18 months, the RDN Emergency Program Coordinator has worked with the District of Lantzville under contract to assist in building their emergency planning, response and recovery capacity. The District of

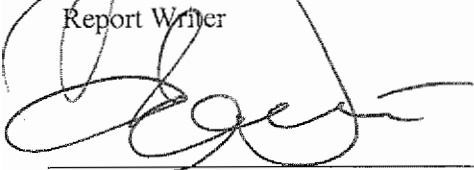
Lantzville has formally requested that the Regional District of Nanaimo renew the existing Emergency Planning Service Agreement for a term extending from January 1, 2010 to December 31, 2010. The agreement does not obviate the District of Lantzville from any requirements under the *Emergency Program Act* nor will it negatively impact the current level of service being provided throughout the Regional District. It is recommended that the proposed renewal agreement (*see attachment No.1*) providing Emergency Planning service to the District of Lantzville be approved.

RECOMMENDATION


That the 2010 Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Emergency Planning services be approved.




Report Writer



Manager Concurrence



General Manager Concurrence



CAO Concurrence

COMMENTS:

Attachment No. 1

SERVICE AGREEMENT

(Emergency Preparation and Response)

THIS AGREEMENT is dated for reference on the ____ day of _____, 2009.

BETWEEN:

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

("RDN")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE
7192 Lantzville Road
Lantzville, B.C. V0R 2H0

("Lantzville")

OF THE SECOND PART

WHEREAS

- A. Section 23 of the *Community Charter*, S.B.C. 2003, c. 26, as amended, gives a municipality the power to make agreements with a public authority respecting activities, works and services within the powers of a party to the agreement, including agreements respecting the undertaking, provision and operation of activities, works and services;
- B. Section 176 of the *Local Government Act*, R.S.B.C. 1996, c. 323, as amended, gives regional districts the power to make agreements with a public authority respecting activities, works and services within the powers of a party to the agreement, including agreements respecting the undertaking, provision and operation of activities, works and services;
- C. The RDN has agreed to provide services in relation to emergency planning, response and initial recovery in accordance with this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties mutually agree as follows:

1.0 DEFINITIONS

1.1 In this Agreement the following words have the following meanings, unless the context otherwise requires:

"EOC" means the Emergency Operations Centre for Lantzville.

"Effective Date" means January 1, 2010.

"Emergency Coordinator" means the person appointed by Lantzville Council and who is coordinating Lantzville's response to an emergency.

"Emergency Coordinator Alternates" means the back up persons appointed to replace or support the Emergency Coordinator during an emergency response.

"Emergency Plan" means the Emergency plan for the District of Lantzville.

"EP Services" means the services to be provided as set out in Schedule "A".

"Service Fee" means the service fee set out in section 6.0.

2.0 SERVICES

2.1 The RDN shall provide the EP Services to Lantzville.

3.0 STANDARD OF SERVICES

3.1 In respect of the EP Services, the District of Lantzville will receive the equivalent level of service that is provided to the Electoral Areas:

(a) Response activities include: EOC and Emergency Social Services (ESS) activations, emergency communications, public information, and assistance with Declarations and Orders. The Emergency Coordinator or Alternates act in the capacity of Liaison Officer and/or Deputy Liaison Officer during response and initial recovery operations.

(b) General Emergency Planning activities: training and exercising, contingency planning, public awareness, stakeholder liaison, Neighborhood Emergency Preparedness (NEP) and ESS development, grant applications and project management, recovery planning and recommended mitigative measures.

4.0 LANTZVILLE RESOURCES AND RESPONSIBILITIES

4.1 Nothing in this Agreement is intended to affect or fetter a statutory power, duty or function of Lantzville in relation to an emergency.

4.2 Nothing in this Agreement relieves Lantzville of its responsibility to respond to an emergency or to maintain an emergency program and Emergency Coordinator.

4.3 Lantzville shall at its own cost provide the equipment and supplies as required to develop and maintain the EOC and reception center as described in Schedule “B”. Lantzville shall provide the RDN the support services set out in Schedule "A".

4.4 Lantzville shall for the term of this Agreement appoint the Emergency Coordinator and two Alternates for Lantzville.

5.0 TERM

5.1 The term of this Agreement shall be for one year.

6.0 SERVICE FEE

Lantzville shall:

6.1 Pay to the RDN in consideration of the performance by the RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the Service. For the purposes of this section, the Services are those established under "*Regional District of Nanaimo Emergency Measures Bylaw No. 1416, 2005*" and the costs shall include staff salaries, operating costs and office overhead;

6.2 At the direction of the RDN, pay to the RDN the amount calculated under clause (6.1) on or before August 15, 2010.

7.0 GST

7.1 The fees payable under section 6.1 shall be exclusive of all applicable taxes, including Goods and Services Tax and any other tax that may replace the Goods and Services Tax.

8.0 FINANCIAL RECORDS

8.1 The RDN will provide to Lantzville, upon request, copies of the financial records of the RDN relating to the provision of the EP Services.

9.0 INSPECTION OF RECORDS AND EQUIPMENT

9.1 The RDN will permit Lantzville at any time and from time to time to enter the RDN's premises to inspect its records, premises, machinery, equipment, goods and chattels used in connection with the EP Services.

9.2 Lantzville will permit the RDN to view financial records related to the EP Services, and other records, premises, machinery, equipment, goods and chattels used in connection with the EP Services.

10.0 COMPLIANCE WITH ENACTMENTS

10.1 In providing the EP Services, the RDN shall comply with all enactments relating to the provision of the EP Services.

11.0 DISPUTE RESOLUTION

11.1 Any claims as between the parties to this Agreement arising out of provision or failure to provide EP Services or resources or any dispute arising respecting the parties' rights or obligations under this Agreement shall be referred to and finally resolved by arbitration under the Rules of the British Columbia International Commercial Arbitration Centre and shall be administered in accordance with its "Procedures for Cases Under the BCIAC Rules". Provided the arbitrator in this procedure is satisfied the dispute arises from negligence or willful misconduct, the arbitrator has jurisdiction to provide relief against the indemnity herein and may allocate responsibility among the parties in whatever manner the arbitrator deems appropriate.

12.0 ASSIGNMENT

Neither party may assign this Agreement without the written consent of the other.

13.0 GENERAL PROVISIONS

13.1 Notice

It is hereby mutually agreed that any notice required to be given under this agreement will be deemed to be sufficiently given if:

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

if to the Regional District of Nanaimo:

6300 Hammond Bay Road
Nanaimo, B.C. V9T 6N2
Attention:

if to the District of Lantzville:

7192 Lantzville Road
Lantzville, B.C. V0R 2H0
Attention:

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

13.2 Time

Time is to be the essence of this Agreement.

13.3 Waiver

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

13.4 Cumulative Remedies

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

13.5 Entire Agreement

This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date hereof with respect to the subject matter hereof and supersede all prior agreements and understandings among the parties with respect to the subject matter hereof and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement.

13.6 Further Assurances

Each of the parties will do, execute or deliver or cause to be done, executed and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

13.7 Amendment

No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are reduced to in writing and duly executed by all parties to this Agreement.

13.8 Law Applicable

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

13.9 Payment Date

If the date upon which any act or payment hereunder is required to be done or made falls on a day which is not a business day, then such act or payment shall be performed or made on the preceding business day.

13.10 Severability

If one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

13.11 Independent Contractor

Nothing in this Agreement makes Lantzville and the RDN joint venturers or partners. In all respects, the RDN is an independent contractor entitled to use its own methods to carry out the EP Services to be provided to Lantzville.

13.12 Binding Effect

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors, and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.

Executed on behalf of the **DISTRICT OF**)
LANTZVILLE by its authorized signatories on this)
__ day of _____, 2009:)
_____)
Print Name:)
_____)
Signature)
)

Executed on behalf of the **REGIONAL DISTRICT**)
OF NANAIMO by its authorized signatories on this)
__ day of _____, 2009:)
_____)
Print Name:)
_____)
Signature:)
)

SCHEDULE "A"

EP SERVICES

1.0 RDN EP Services

1.1 The RDN will make available to Lantzville the services of its Emergency Coordinator and two Alternates who will, in consultation with Lantzville, provide emergency planning services including, without limitation:

- (a) coordination of training;
- (b) facilitation of general emergency planning events;
- (c) communication and public awareness activities;
- (d) apply for and manage various related grant programs and funding initiatives

1.2 Emergency Response Services:

- (a) in the event of a localized emergency, the services of the RDN Emergency Coordinator or Alternate(s) to work with Lantzville staff on response and short term recovery operations, in accordance with the Lantzville Emergency Plan.
- (b) in the event of a regional emergency, Lantzville will be represented in the Regional EOC as per the Emergency Management Agreement (Regional Operations Center Structure), and the RDN will provide emergency response as set out in the Emergency Plan and the Emergency Management Agreement.

2.0 Lantzville Emergency Services Responsibility

2.1 Lantzville shall be responsible for its own emergency plan and emergency or disaster response and recovery to the extent these do not form part of the EP Services.

2.2 In addition to the above, Lantzville will be responsible for the following:

- (a) Appoint the RDN Emergency Coordinator as the Emergency Coordinator for Lantzville;
- (b) Appoint the two RDN Bylaw Enforcement Officers as Emergency Coordinator Alternates for Lantzville;
- (c) Lantzville will provide reasonable assistance to the RDN in connection with the RDN EP Services.
- (d) Lantzville will ensure that its staff is made available for emergency training, activation drills and exercises;
- (e) Lantzville will ensure that its elected and appointed officials are briefed on the emergency plan and their roles and responsibilities;
- (f) Lantzville will establish and provide administrative support for the emergency management committee;
- (g) In the event of a localized emergency, the RDN Emergency Coordinator will serve as the Lantzville Emergency Coordinator to support the response and initial recovery phases in conjunction with Lantzville staff;

- (h) In the event of a regional Emergency, an RDN Emergency Coordinator Alternate will serve as the Lantzville Emergency Coordinator to support and coordinate the response and initial recovery phases in conjunction with Lantzville staff.

SCHEDULE “B”

OPERATIONAL EQUIPMENT AND SUPPLIES

1.0 Emergency Operations Center

Lantzville will purchase equipment and supplies necessary to maintain operational readiness (not a full and complete list):

- 1.1 Information Display items
- 1.2 Stationery items
- 1.3 Storage containers
- 1.4 Emergency food rations and water
- 1.5 Additional land lines for the Council Chambers which serve as the EOC during an emergency

2.0 Emergency Reception Center

- 2.1 Stationery items
- 2.2 Storage Containers
- 2.3 Information Display
- 2.4 Exterior signage
- 2.5 Volunteer identification
- 2.6 Volunteer ESS responder jackets
- 2.7 High visibility vests
- 2.8 Flash lights
- 2.9 First aid kit
- 2.10 Child care items
- 2.11 Pet care items
- 2.12 Display board/easel



CAO APPROVAL CW	
EAP	
COW	
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BOARD	✓ Nov 24 '09

MEMORANDUM

TO: John Finnie, General Manager
Regional and Community Utilities

DATE: November 12, 2009

FROM: Mike Donnelly
Manager of Water Services

FILE: 5500-22-NBP-05

SUBJECT: Water Treatment Facility – Nanoose Bay Peninsula Water Service Area

PURPOSE

To present to the Board the Nanoose Bay Peninsula Water Service Area water treatment facility proposal.

BACKGROUND

The Nanoose Bay Peninsula Water Service Area is supplied with water from both groundwater and surface water sources. The Vancouver Island Health Authority regulates the provision of community water and requires regular testing to ensure the water purveyor is meeting those requirements set down in the operating permit. The Nanoose Bay Peninsula Water Service Area operates under such a permit, and the RDN undertakes regular testing for VIHA to meet those regulatory requirements. The RDN Water Services Department also carries out additional testing to ensure that safe water is delivered to residents within the system.

While supply is sufficient and the quality of the water is safe for consumption, there are areas of concern with respect to the aesthetics of the supply. Groundwater wells in the service area contain varying levels of iron and manganese which is a common constituent of groundwater in most North American groundwater sources. These elements can go unnoticed in some water distribution systems in cases where concentrations are lower.

Where concentrations are higher, and in particular, where a higher level of chlorine is used as a disinfectant, then aesthetic issues develop. Colouration of the water and build up of iron and manganese sediment in the distribution system become common problems. As the amount of chlorine treatment and levels of iron and manganese vary from well to well so do the aesthetic impacts on the final water quality delivered to the customer.

Aesthetic concerns are periodically raised by customers in the system. The greater number of complaints regarding aesthetic quality comes from the West Bay and Arbutus Park Estates neighbourhoods and, to a larger degree, from the Fairwinds neighbourhood. These areas are all within the Nanoose Bay Peninsula Water Service Area and are serviced by four wells in the Red Gap area: Fairwinds Wells #1,2 and 3 and the West Bay Well #3 (Red Gap Well Group).

These neighbourhoods are supplied primarily by four wells in the Red Gap Well Group area. The wells have been identified as problematic with respect to levels of iron and manganese. The high levels combined with chlorination result in colouration of the water and sediment in the system and subsequently, complaints and general dissatisfaction with the aesthetic quality of the water.

Remedies for this problem have been explored in the past including a study carried out in 2006 which looked at the treatment of all key wells in the Nanoose Bay Peninsula Water Service Area. Costs for that project were estimated to be \$4,000,000 to \$5,000,000 at the time. The Board did not proceed with the project due to costs and subsequently approved an alternate approach (Well Sequencing) that focused on mixing groundwater from wells with lesser concentrations of iron and manganese with those wells with higher concentrations to reduce overall levels. This work is currently underway and staff expect to have some further information by the end of the year.

Recently, the treatment option has been revisited with emphasis on the Red Gap Well Group only. This option would see the construction of the first phase of an expandable treatment facility on RDN property located at 2834 Northwest Bay and Nanoose Roads. This facility would initially treat the water from the Red Gap Well Group but would have the ability to expand if additional well treatment is required for other wells within the Nanoose Bay Peninsula Water Service Area. The estimated project cost of the initial phase to accommodate the Red Gap Well Group is \$1,400,000. Treatment would remove iron and manganese to below aesthetic values as listed in the Canadian Drinking Water Guidelines.

It is important to note that while this treatment option will result in the Red Gap Well Group water being treated to at or below Canadian Drinking Water Quality Guideline aesthetic levels for iron and manganese, there will still be mixing of groundwater in the service area from other wells (including the Nanoose and Craig Bay area well fields).

The Red Gap Well Group plays a significant role in the supply of water to the Nanoose Bay Peninsula Water Service Area, having 54% of the system's groundwater pumping capacity. This resource is a key asset in the future supply of water to the service area. Long range planning for the service area continues with the now almost complete integration of the various neighbourhoods. A key aspect of the integration planning is the establishment of the two Fairwinds reservoirs as the key control reservoirs for the entire service area. This results in water from most wells in the service area being pumped to the Fairwinds reservoirs which in turn supply water to the other reservoirs in the system. This provides for a strengthened distribution system that will benefit all residents within the service area.

While the Red Gap Well Group is a significant groundwater source and key to future distribution improvements, it is also the most problematic group with respect to aesthetic water quality. As further distribution system improvements are made, it is important that water quality issues associated with this water source be addressed. This will reduce concerns with residents currently experiencing quality issues and will also ensure these issues do not expand into other areas as distribution upgrades are made and the various supply sources are more fully integrated and distributed to all users in the service area.

ALTERNATIVES

- 1) Receive the Nanoose Bay Peninsula Water Service Area Treatment Facility report for information and direct staff to hold an information meeting on the project for service area residents.
- 2) Do not approve the water treatment project proposal and provide alternate direction to staff.

FINANCIAL IMPLICATIONS

Funding for Alternative 1 will consider a combination of funding sources including:

- 1) Utilization of the Nanoose Bulk Water Borrowing authority. (Parcel Tax)
- 2) Utilization of former Water Service Area reserves.
- 3) Community Works Fund.
- 4) The possibility of senior government grants and funding partnerships will be explored.

Subject to the confirmation of funding sources, such as federal/Provincial grants and/or other funding partners, staff anticipate the annual parcel tax for this project for properties within the Nanoose Bay Peninsula Water Service Area will range between \$14 and \$24. Although there is no guarantee of senior government funding support, grant applications would be made to support the project.

Once established, the new treatment service will create additional, incremental demands on RDN staff and resources to administer the service and operate and maintain the facility. Continued increases in servicing demands will ultimately require additional staff and associated resources.

If the Board does not proceed with water treatment, staff expect continued concerns from the affected areas with respect to aesthetic water quality. Limited improvements may be achieved through well sequencing, however, the wells are considered an important source of water throughout the Nanoose Peninsula Service Area and addressing water quality issues will benefit the broader service area.

SUSTAINABILITY IMPLICATIONS

Utilizing existing natural resources, in this case the water resource, efficiently and effectively is one part of providing a sustainable water supply future. By providing treatment of this key water supply alternative, additional supplies are not required.

Using the water resource wisely is the other key component of a sustainable future and this is primarily the role of the end user. Reducing the continuing heavy demand pressures on the resource must be a focus of residents in order to ensure the long term health and sustainability of the water supply.

CONCLUSIONS

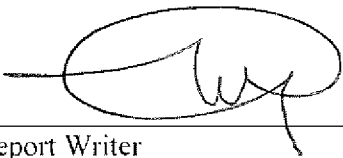
The Nanoose Bay Peninsula Water Service area is supplied by 11 wells all of which meet the Vancouver Island Health Authority requirements for healthy water. Most wells, however, exceed the Canadian Drinking Water Quality Guidelines for aesthetic quality. The key areas where this is a concern is with iron and manganese. While the elevated levels do not currently pose an aesthetic problem in all areas of the water service area, it is particularly pronounced in the eastern half of the service area. The proposed treatment facility would treat the service area wells located in the Red Gap area and reduce the iron and manganese to levels below the aesthetic guidelines.

The proposed facility is estimated to cost \$1,400,000, is expandable and would be able to treat other wells within the service area if required. This report outlines the proposed treatment approach and the cost implications for residents within the Nanoose Bay Peninsula Water Service Area.

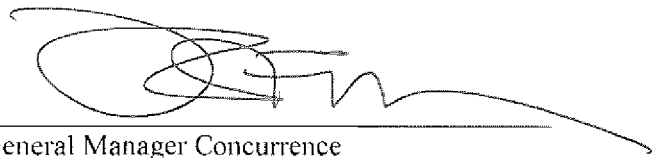
Staff are recommending that this report be received for information and that a public meeting be held with residents of the Nanoose Bay Peninsula Water Service Area to discuss the treatment proposal and associated costs.

RECOMMENDATION

That the Board receive the Nanoose Bay Peninsula Water Treatment Facility report for information and direct staff to hold an information meeting on the proposal for Nanoose Bay Peninsula Water Service Area residents and report back to the Board on the result of the meeting.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

COMMENTS:



CAOAF-1001 L	
EAP	
COW	
RHD	
BOARD	

MEMORANDUM

TO: J. O. Finnie, General Manager
Water and Wastewater Services

DATE: November 17, 2009

FROM: Mike Donnelly
Manager of Water Services

FILE: 5500-22-NBP-01

SUBJECT: Nanoose Bay Peninsula Water Service Area
Water Service Connection Policy

PURPOSE

To establish a water service connection policy for the Nanoose Bay Peninsula Water Service Area.

BACKGROUND

The Nanoose Bay Peninsula Water Service Area (NBPWSA) provides potable and fire protection water supplies to approximately 5,200 residents in a mix of residential and multi-family housing units. Growth in the number of water service connections to the system over the last three years has averaged 1.5% per year.

The water supply is primarily from groundwater wells throughout the year. Additional water is supplied from the Englishman River during the peak consumption months from May to October. The infrastructure is in place to provide both potable water and sufficient volumes for fire protection on the highest water consumption day in the year. This “peak day” is typically in mid-summer when outdoor water use and lawn irrigation is at its highest. The peak summer water supply is generally sourced using 60% groundwater wells and 40% Englishman River water.

Future Water Supply

Future build out of the service area will be supported with the Arrowsmith Water Services intake and treatment infrastructure planned for 2015 and with the development of additional groundwater resources. The “Water Source Assessment Study for Electoral Area E” completed in May of 2008 considered both groundwater and surface water opportunities in the electoral area. Although no suitable surface water sources were identified, the report suggested areas of possible groundwater exploration and increased use of the existing well inventory. Drilling was completed in 2008 on a test well at Claudet Road and Northwest Bay Road and it is anticipated that it will be in service by Fall of 2010 followed by at least one peak period (summer) of assessment to prove out operational capacity. Until the Claudet Road well is fully operational and the supply capacity confirmed it cannot be included as part of the water supply for the NBPWSA.

Access to water from the Englishman River via the City of Parksville river intake is currently provided by agreement with the City. This agreement expires on April 30th, 2013, two years prior to the anticipated completion of the AWS infrastructure planned for 2015.

Impacts on Development

Development can only proceed if supported by the provision of additional water supplies. Should developers in the Nanoose Bay Peninsula Water Service Area wish to proceed with new development at this time, they are required to provide a well with a minimum 30 imperial gallons per minute, have the well installed to RDN and Ministry of Health standards, receive approval for community well status from the Ministry of Health and receive final approval from the RDN. Any new wells provided in this manner would become the property of the Regional District of Nanaimo.

Over the past 2-3 years a number of property owners on the Nanoose Peninsula with subdivision potential have contacted the RDN regarding water supply for subdivision purposes. Those properties, if subdivided would total approximately 50 additional lots. This development potential does not include the Fairwinds Community Resort development as they have committed to providing adequate water supplies for their development activity prior to the provision of AWS water.

Development of System Redundancy

Currently the Nanoose Bay Peninsula water system operates at peak periods (including both ground and surface water sources) with an estimated spare supply capacity of about 3%. This additional supply capacity covers off unexpected supply problems such as the failure of a groundwater well. Given the current well inventory and the impact of the potential loss of supply should a well come out of service, staff recommend the spare supply capacity (system redundancy) be increased from 3% to 15%.

The proposed redundancy of 15% of total groundwater availability was determined after reviewing individual well production levels and the impact on supply if a well is removed from service. There are ten wells providing water during the summer months in the NBPWSA. Of those wells, nine have a production capacity ranging from 2% to 14% of total supply. The tenth well has a production capacity of 26%. A 15% redundancy would provide contingency for 90% of our current well inventory in the NBPWSA. This additional capacity would be in place to provide a buffer in the event a well was taken out of service and/or lost capacity during a peak demand period.

Interim Development Potential

The graph in Figure 1, "*Projected Water Supply & Demand 2009-2015*", illustrates the current and projected water supply volumes to 2015. This graph shows projected demand and supply using a 2% growth rate and based on peak day demand up to 2015 when the Bulk Water Supply will be in place. The graph also shows the proposed supply buffer of 15% of total groundwater capacity.

Additional capital works in 2010 (Craig Bay Pump Station) and in 2011 (Claudet Road well) will assist in the development of additional water supplies within the service area. The Claudet Road well, once in operation will provide sufficient water for the establishment of the proposed 15% redundancy. From 2011 to 2015 supply levels remain constant but population growth continues with a resulting gradual reduction in excess water.

Allowing development based on this model will ensure supply capacity is available and additional development only permitted if additional, approved water sources are provided or in place.

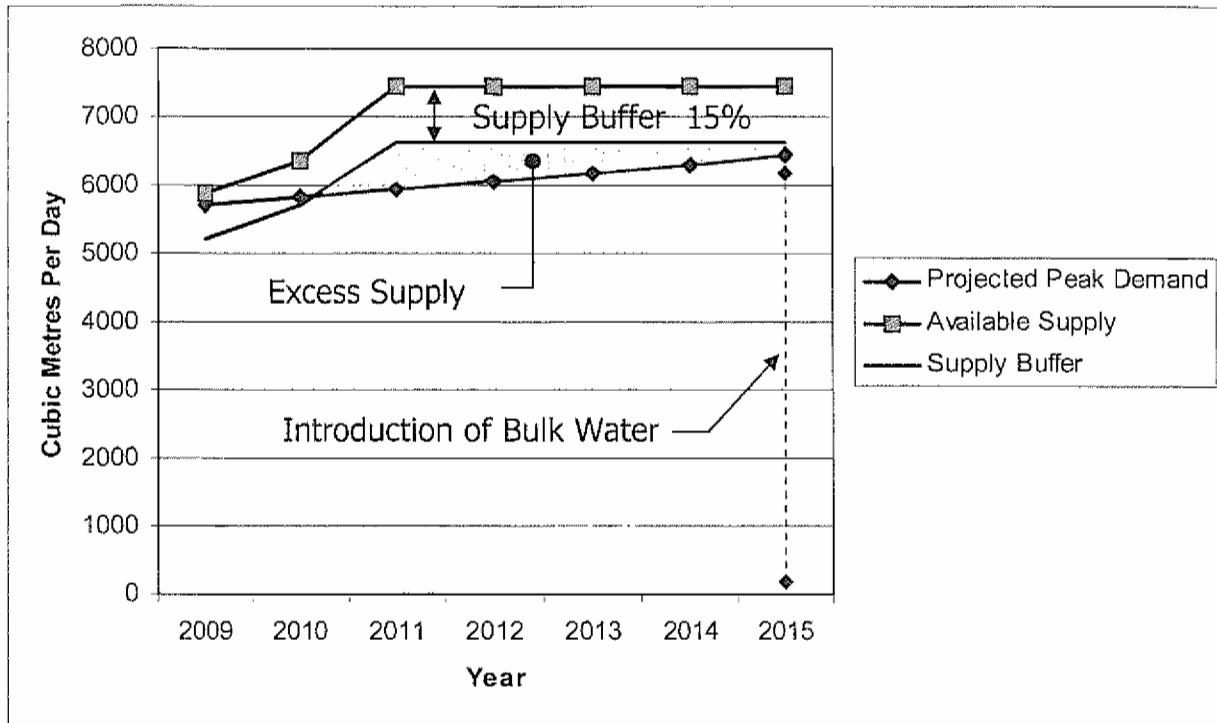


Figure 1: Projected Water Supply & Demand 2009 – 2015

ALTERNATIVES

1. (i) Adopt a formal policy not allowing additional subdivisions to be created in the NBPWSA unless additional approved water supplies are in place or provided in support of the new development. (ii) Adopt a formal policy establishing a 15% redundancy in supply capacity for groundwater supplies in the NBPWSA; and (iii) Direct staff to develop a policy to apply charges to new subdivision in the NBPWSA where additional approved water supplies are not provided as part of that development.
2. Allow connections to the NBPWSA for subdivision purposes, where zoning permits, without the provision of an additional approved water source and do not establish a 15% redundant supply capacity.
3. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

Alternative 1 does not incur financial implications for the Regional District of Nanaimo outside of those already defined in existing Financial and Capital plans for the service area.

Under this alternative, residents with existing properties in the water service area pay towards supply through property taxes. However, developers and property owners wishing to subdivide would be required to contribute to the costs of additional supply for newly created parcels in lieu of bringing on additional water supply. It is proposed under this option that a policy be developed outlining the criteria and the fee structure to be applied to newly created parcels created within or joining the Nanoose Bay Peninsula Water Service Area.

Alternative 2 would put additional strain on the existing supply capacity and not allow for any redundancy in supply capacity. If as a result, existing supply capacity is exceeded, water supply development and infrastructure costs associated with new supply requirements would be the responsibility of all the service area residents.

SUSTAINABILITY IMPLICATIONS

The long term sustainability of the water supply to the Nanoose Bay Peninsula Water Service Area will be enhanced by ensuring growth does not overtake supplies and by establishing an adequate redundancy in supply capacity for the system.

CONCLUSIONS

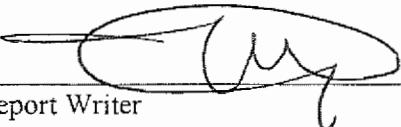
Existing supplies of groundwater and surface water are currently adequate for the existing number of connections in the Nanoose Bay Peninsula Water Service Area. Additional development and the subsequent water service demand would reduce the system capacity to provide water during peak times.

Sources of water continue to be developed as part of the long term supply strategy for the water service area that includes new groundwater wells and surface water via the Arrowsmith Water Service. These additional resources are projected to come on line in 2010 with the AWS Pump Station located at Craig Bay and with the anticipated inclusion of the new Claudet Road well in 2011. The Claudet Road well will provide the necessary volumes to establish the proposed 15% spare supply capacity.


With these additional water sources in place there may be sufficient capacity for some additional lots in the Nanoose Bay Peninsula Water Service Area prior to the establishment of the Bulk Water service planned for 2015. However, any new subdivision applications wishing to benefit from these additional water sources would be required to pay an equivalent cost in lieu of the expense towards the costs associated with the development or acquisition of new water supplies. Alternately, they are required to provide an acceptable water supply as part of their development.

RECOMMENDATIONS


1. That the Board adopt a formal policy that no additional subdivisions in the Nanoose Bay Peninsula Water Service Area be allowed unless supported by additional approved water supplies.
2. That a redundancy of 15% of total groundwater pumping capacity in the Nanoose Bay Peninsula Water Service Area be established.
3. That the Board direct staff to develop a policy to apply charges to new subdivisions in the Nanoose Bay Peninsula Water Service Area where additional approved water supplies are not provided as part of that development.



Report Writer

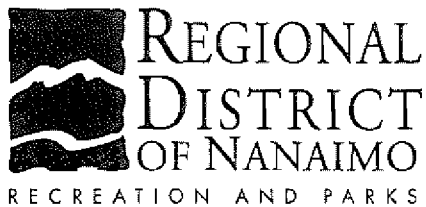


General Manager Concurrence



C.A.O. Concurrence

COMMENTS:



SUBJECT		Crow
EAP		
COW		
RHD		
BOARD	✓	Nov 24 09

MEMORANDUM

TO: Wendy Marshall
Manager of Parks Services

DATE: November 18, 2009

FROM: Lesya Fesiak
Parks Planner

FILE:

SUBJECT: Wildwood Community Park Crown Land Licence of Occupation Offer

PURPOSE

To report on a twenty-year Licence of Occupation renewal offer received from the Provincial Government for an existing Community Park located at McColl Rd in Electoral Area 'H'. The subject property, known as Wildwood Community Park, contains 7.56 hectares (18.68 acres) and is described as Lot 38, Plan 2018, District Lot 85 E&N, Newcastle District.

BACKGROUND

A twenty-year Licence of Occupation renewal offer has been received from the Ministry of Agriculture and Lands for Wildwood Community Park. This renewal offer is to replace the existing ten-year Licence of Occupation (Licence No.106499), which expires March 24, 2010.

The 7.56 hectare parcel of Crown land, legally describes as Lot 38, Plan 2018, District Lot 85 E&N, Newcastle District, was first leased by the Lighthouse Recreation Commission (previously known as the North End Recreation Commission), for the purpose of Community Park use from 1976 to February 1996 when the lease expired. At that point, the Ministry of Environment, Lands and Parks was unwilling to renew the lease due to a new policy requiring such leases to be held by local governments instead of citizen groups. In addition, Ministry staff noted that the Recreation Commission failed to utilize, develop and maintain the site as promised in the original lease agreement.

In response to requests from the Lighthouse Recreation Commission and the general public that the site continue to function as a Community Park, staff submitted a licence application to the Ministry of Environment, Lands and Parks in 1998 which included a long-term park use, maintenance and development plan. A ten-year Licence of Occupancy for the Crown land was granted on March 24, 2000.

The Community Park continues to be an important site for the local community as a park and green space consisting of wooded areas, a trail network and a parking lot. The Community Park is now also a major terminus for the Lighthouse Country Regional Trail, which will eventually cross the Nile Creek, connecting the village of Bowser with Qualicum Bay.

ALTERNATIVES

1. That the Regional District accept the twenty-year Licence of Occupation renewal offer from the Ministry of Agriculture and Lands for Wildwood Community Park legally described as Lot 38, Plan 2018, District Lot 85 E&N, Newcastle District.
2. To not accept the twenty-year Licence of Occupation renewal offer from the Ministry of Agriculture and Lands for Wildwood Community Park.

FINANCIAL IMPLICATIONS

The licence offer before the Board requires a payment of \$211.05 in fees for processing and issuing the lease documents by December 6, 2009.

SUMMARY

A twenty-year Licence of Occupation renewal offer has been received from the Ministry of Agriculture and Lands for Wildwood Community Park, located on McColl Road in Electoral Area 'H'. This licence offer is to replace the existing ten-year licence which expires March 24, 2010.

The 7.56 hectare parcel of Crown land, legally describes as Lot 38, Plan 2018, District Lot 85 E&N, Newcastle District, has served a Community Park function from 1976 to 1996 as the subject of a Crown Land Lease to the Lighthouse Recreation Commission (previously the North End Recreation Commission), and again from 2000 to 2010 as the subject of a ten-year Crown Licence of Occupation to the Regional District of Nanaimo.

Staff are recommending the twenty-year Licence of Occupation offer be accepted as this Community Park continues to be an important park and green space for the local community as well as a major terminus for the Lighthouse Country Regional Trail, which connects the village of Bowser with Qualicum Bay.

RECOMMENDATION

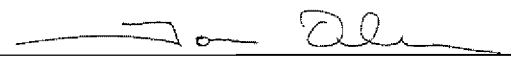
That the Regional District accept the twenty-year Licence of Occupation renewal offer from the Ministry of Agriculture and Lands for Wildwood Community Park, located in Electoral Area 'H', containing 7.56 hectares (18.68 acres) and legally described as Lot 38, Plan 2018, District Lot 85 E&N, Newcastle District, as attached as Appendix II.



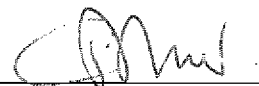
Report Writer



Manager Concurrence



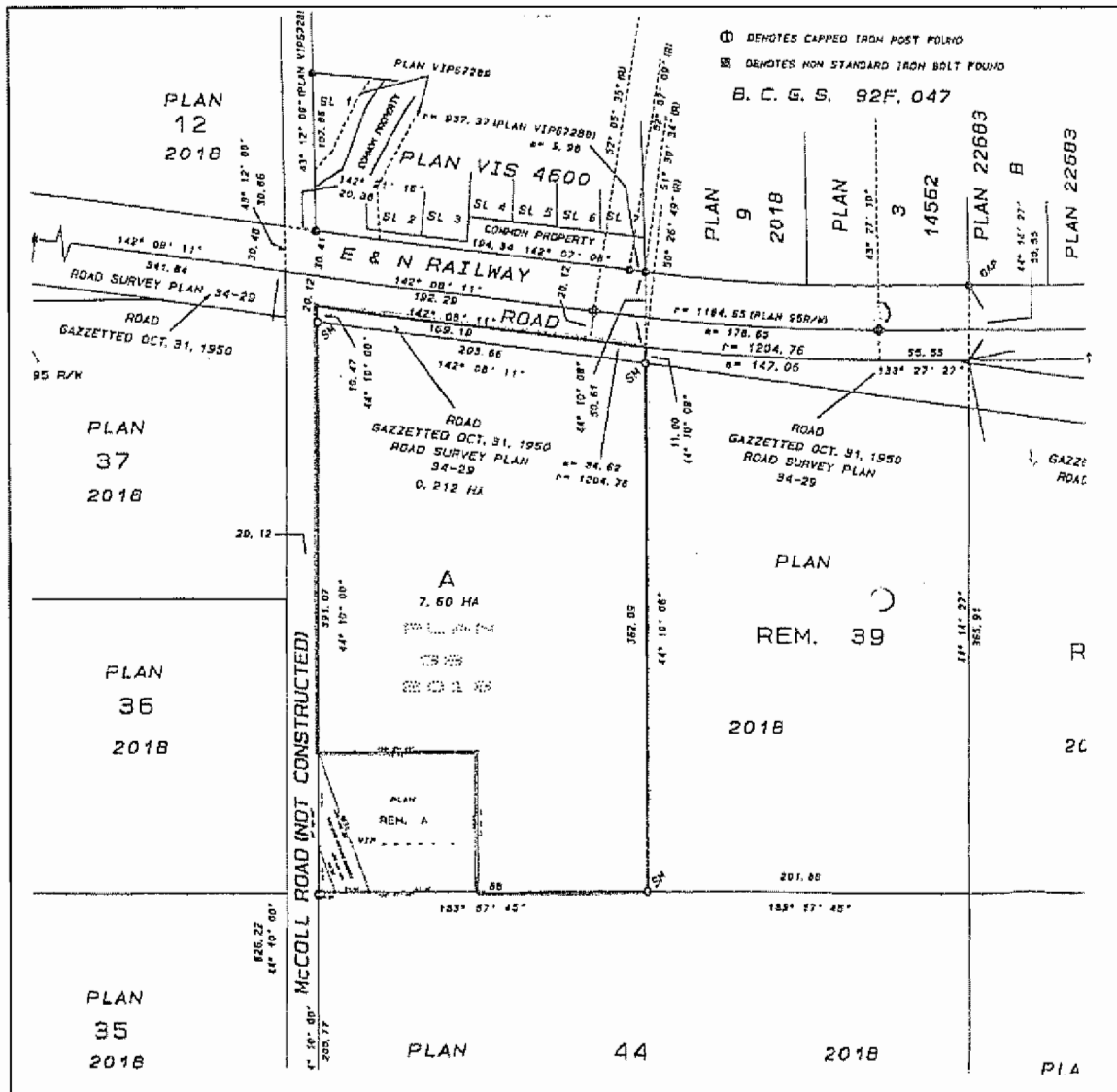
General Manager Concurrence



C.A.O. Concurrence

Appendix I

Map showing outline of Wildwood Community Park licence area (part of Lot 38 of District Lot 85 E&N, Plan 2018, Newcastle District, containing 7.56 hectares):



Appendix II

Crown Land Licence of Occupation Renewal

Wildwood Community Park



OCT 26 2009
REGIONAL DISTRICT
of NANAIMO

Ministry of Agriculture and Lands
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9

Telephone No: 250 751-7248
Facsimile No: 250 751-7224

GST Registration No: R107864738

RECEIVED
NOV 1 2009

Your contact is: Barbara Biss

Our file: 0226045

TENURE OFFER

Date OCT 22 2009

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

Attention: Nancy Avery, Manager, Financial Services

Dear Madam:

Re: Your Application for a Tenure over Crown Land

Your application for a licence for community park purposes over:

That part of Lot 38 of District Lot 85E&N, Plan 2018, Newcastle District, containing 7.568 hectares, more or less.

(the "Land") has been accepted by us subject to fulfillment of certain requirements. Accordingly, we are offering to you a licence on the terms and conditions set out in this letter.

This is to replace Licence No. 106499 which will expire March 24, 2010.

Please be aware that you are required under this licence to observe, abide by and comply with all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority which in any way affects your use and occupation of the Crown land and any improvements made to that land. If you have any concerns or questions regarding any such laws, bylaws, orders, directions, ordinances and regulations you are encouraged to seek legal advice.

Deadline for Your Acceptance of this Offer

This offer may be accepted by you within 45 days of the date of this offer (unless this deadline is extended in writing by us). To accept this offer, you must complete and return to us the enclosed acceptance page by that time. If you do not wish to accept this offer, please check the applicable box on the acceptance page and sign and return the page to us so that we may record your rejection of our offer.

1. Conditions of Offer

Enclosed are two copies of your licence. If you accept this offer by returning the acceptance page to us within the time set out above, you must then execute and return these documents to us within 45 days from the date of this letter together with all of the following:

Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	1.00
Replacement Fee	*\$	200.00
GST Total	\$	<u>10.05</u>
Total Fees Payable	\$	<u>211.05</u>

* denotes GST payable

Your cheque or money order must be payable to the Minister of Finance and be delivered to Suite 142 - 2080 Labieux Road Nanaimo, BC V9T 6J9. Please quote our file number when sending us your payment.

Insurance

We confirm evidence of a Municipal Insurance Program. Upon request, you must submit to our office proof of continuation of this insurance.

The enclosed tenure documents must **all** be signed in the spaces provided on the signature page by persons authorized to sign on behalf of the municipality. **Return all copies to us.**

If you sign the licence documents and return them to us within 45 days from the date of this letter (unless this deadline is extended in writing by us), together with each of the items listed in this section, the licence documents will be signed on behalf of the Province. We will then return an executed copy of the licence to you. If the licence documents and each of the items listed in this section are not returned to us within 45

days from the date of this letter, we will be under no further obligation to issue the licence to you and this offer will terminate.

2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

- (a) This offer cannot be transferred to another person.
- (b) This offer and the licence do not guarantee that
 - (i) the Land is suitable for your proposed use,
 - (ii) the Land can be built on,
 - (iii) there is access to the Land, or
 - (iv) the Land is not susceptible to flooding or erosion.
- (c) This offer will survive the signing and issuance of the licence but if any contradiction exists between the terms of this offer and the licence, the terms of the licence will prevail.
- (d) This offer does not give you any right to use or occupy the Land for any purpose.
- (e) Under the *Land Act*, this offer is not binding upon the Province until the licence is signed by the Province.
- (f) Time is of the essence in this offer.

3. Your Representations

By accepting this offer, you confirm that:

- (a) You (or your authorized representative) have inspected the Land and are fully aware of its condition.
- (b) You have knowledge of all municipal and regional bylaws regulating the use and development of the Land.
- (c) You acknowledge that you have no right to use or occupy the Land unless and until the licence is issued to you under this offer.

Freedom of Information

Personal information is collected under the *Land Act* for the purpose of administering Crown land. Information on your application, and if issued, your tenure, will become part of the Crown Land Registry, from which information is routinely made available to the public under freedom of information legislation.

Yours truly,

A handwritten signature in cursive script, appearing to read "O. Carlson".

Authorized representative

Acceptance of Offer of licence

File No. 0226045

Ministry of Agriculture and Lands
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9

Dear Barbara Biss:

Re: Application for licence

- I/We accept the offer of licence made to me/us by way of a letter dated OCT 22 2009 from the Ministry of Agriculture and Lands and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- I/We do not accept the offer of licence made to me/us by way of a letter dated OCT 22 2009 from the Ministry of Agriculture and Lands.

DATED the ____ of _____, _____.

Applicant's signature/Applicant's
representative's signature

Applicant's signature/Applicant's
representative's signature

Print name of person signing

Print name of person signing

Licence No.:

File No.: 0226045

Disposition No.: 875458

THIS AGREEMENT is dated for reference March 24, 2010 and is made under the *Land Act*.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

AND:

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

(the "Licensee")

The parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means March 24, 2010;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

“Land” means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

That part of Lot 38 of District Lot 85E&N, Plan 2018, Newcastle District, containing 7.568 hectares, more or less.

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

“Realty Taxes” means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

“Security” means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

“Term” means the period of time set out in section 2.2;

“we”, “us” or “our” refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

“you” or “your” refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will

- be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for community park purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 20th anniversary of that date, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

ARTICLE 4 - COVENANTS

4.1 You must

- (a) pay, when due,
 - (i) the Fees to us at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
 - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work

performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;

- (j) not cut or remove timber on or from the Land without
 - (i) our prior written consent, and
 - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate federal and provincial agencies;
- (l) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (m) not use construction materials containing toxic substances;
- (n) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
- (o) not alter, repair or add to any Improvement without our prior written consent;
- (p) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 3 months;
- (q) agree to develop the land in a diligent and workmanlike manner in accordance with the management plan held on file in this office;
- (r) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (s) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
 - (i) your breach, violation or nonperformance of a provision of this Agreement, and

- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (t) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
- (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
- (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;

- (b) this Agreement is subject to
- (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
 - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(s), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand;
- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described

in subsections (b) and (e);

- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(t)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(t)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(t)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
 - (b) be in the form required by us; and
 - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term the following insurance with insurers licensed to do business in Canada:
 - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;
- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition

to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

- 6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.
- 6.9 You waive all rights of recourse against us with regard to damage to your own property.

ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
- (i) default in the payment of any money payable by you under this Agreement, or
- (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),
- and your default or failure continues for 60 days after we give written notice of the

default or failure to you,

- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
 - (i) become insolvent or make an assignment for the general benefit of your creditors,
 - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
 - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

- 8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

INTEGRATED LAND MANAGEMENT BUREAU
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

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

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or

hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as

- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
- (b) you diligently attempt to remove the delay.

11.6 You agree with us that

- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
- (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.

11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**
by the minister responsible for the *Land Act*
or the minister's authorized representative

Minister responsible for the *Land Act*
or the minister's authorized representative

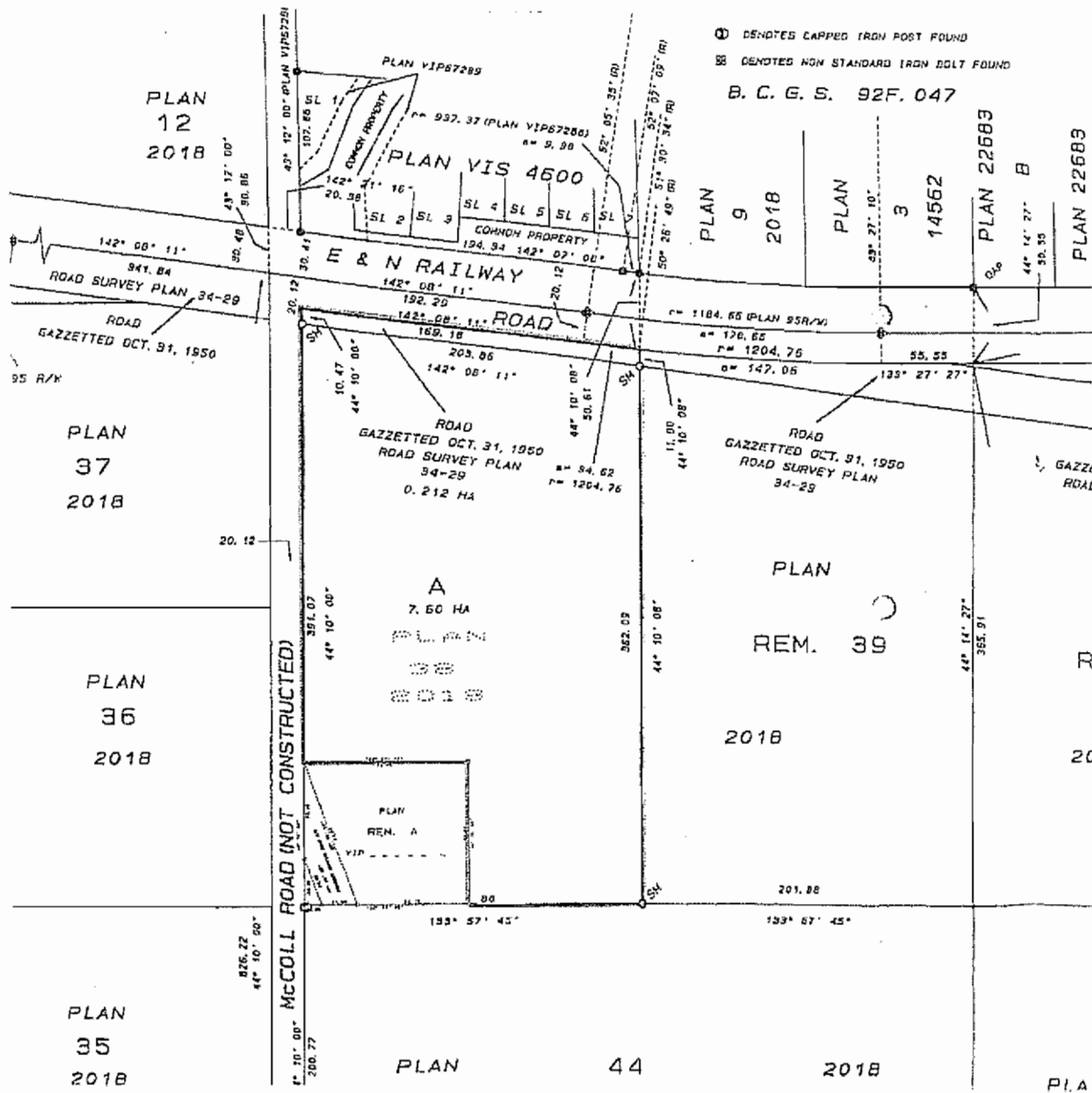
SIGNED on behalf of
REGIONAL DISTRICT OF NANAIMO
by its authorized signatories

Authorized Signatory

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

That part of Lot 38 of District Lot 85E&N, Plan 2018, Newcastle District, shown outlined on sketch below, containing 7.568 hectares, more or less.





CAP/APP/NOVAL		QW
EAP		
COW		
RHE		
BOARD	✓	Nov 24 '09

MEMORANDUM

TO: Carey McIver
Manager Solid Waste

DATE: November 16, 2009

FROM: Helmut Blanken, P. Eng
Superintendent, Engineering & Disposal Operations

FILE: 5360-02 CRTS Upgrade

SUBJECT: Church Road Transfer Station Retrofit, Redevelopment & Expansion
Tender Awards

PURPOSE

To award tenders for the Church Road Transfer Station Retrofit, Redevelopment & Expansion Project.

BACKGROUND

The 2009-13 financial plan includes the retrofit, redevelopment and expansion of the Church Road Transfer Station (CRTS) at a pre-tender cost estimate of \$5.5 million. This project will be financed by a Gas Tax grant of \$2.75 million and \$2.75 million in reserve funds on hand. Once completed, the new CRTS will function as a zero waste facility that will be able to manage garbage, organics and recyclable materials generated in the northern community service area for the next 20 years.

The CRTS retrofit, redevelopment and expansion is a major and complex project that includes the following components:

- design and construction of a new food waste transfer facility;
- design and construction of a new operations building;
- design and construction of a new scale plaza;
- design and retrofit of the existing transfer station;
- redevelopment of the recycling drop-off area;
- supply and distribution of process and drinking water and associated wastewater treatment; and,
- improved site access and on-site traffic flow including external road and internal asphalt works.

The project has been divided into three components for tendering purposes: general construction; waste water treatment; and, off-site road works. The off-site road works, including by-pass lanes on Church Road to improve site access, was tendered and completed this past summer at a cost of \$137,136.

Due to special requirements for waste water treatment as well as the different systems available, the design team recommended awarding this contract separately based on a Request for Proposals (RFP) process to get the most cost-effective solution.

The tender for general construction as well as the waste water treatment RFP were issued in October 2009.

On November 9, 2009, the following bidders submitted tenders for general construction:

Table 1
CRTS Retrofit Redevelopment & Expansion
General Construction Tender Results

Bidder	Tendered Price
Windley Contracting Ltd.	\$3,888,938
island West Coast Development Ltd.	\$3,962,247
CMF Construction Ltd.	\$4,184,362
Farmer Construction Ltd.	\$4,274,610
Ledcor Construction Limited	\$4,296,400
Kinetic Construction Ltd.	\$4,297,400
Knappett Projects Inc.	\$4,369,200
Heatherbrae Construction Ltd	\$4,397,395

Herold Engineering Limited have reviewed the tenders and recommend that a contract be awarded to the low bidder, Windley Contracting Ltd. for a total amount of \$3,888,938 plus GST as applicable.

On November 9, 2009, the following companies submitted proposals to provide a package waste water treatment plant:

Table 2
CRTS Retrofit, Redevelopment & Expansion
Waste Water Treatment Plant RFP Results

Company	Proposal Price
Filter Innovations Inc.	\$162,100
Sanitherm Inc.	\$375,523
Corix Water Systems	\$550,000

AECOM have reviewed the technical and economic aspects of the three proposals received and recommend that the RDN enter into a contract with Filter Innovations Inc, for a total price of \$162,100 plus GST.

ALTERNATIVES

1. Award the general construction contract to Windley Contracting Ltd. for the tendered price of \$3,888,938 plus GST and award a contract for the supply and installation of a packaged waste water treatment plant to Filter Innovations Inc. for the proposal price of \$162,100 plus GST.
2. Provide alternative direction to staff.

FINANCIAL IMPLICATIONS

Alternative 1

Under Alternative 1, the projected final costs of the project remain with the approved budget allocation of \$5.5 million as shown in Table 3.

Table 3
CRTS Retrofit, Redevelopment & Expansion
Project Costs

Item	Pre-Tender Cost Estimate	Final Cost Estimate
Capital Costs		
General Construction	\$4,182,564	\$3,888,938
Wastewater Treatment	\$250,000	\$162,100
Off-Site Bypass Lanes	\$137,136	\$137,136
Sub-Total	\$4,569,700	\$4,188,174
Engineering Services	\$921,400	\$921,400
Engineering Contingency	\$0	\$0
Construction Contingency	23,105	\$404,631
Total	\$5,514,205	\$5,514,205

There are sufficient funds available to complete this project.

Alternative 2

If the CRTS Retrofit, Redevelopment and Expansion project is not awarded at this time, the project will be delayed and may not meet the completion date of December 31, 2010 stipulated under the Gas Tax funding agreement. Staff does not recommend this alternative.

SUSTAINABILITY IMPLICATIONS

The Church Road Transfer Station design and redevelopment advances sustainability in the Regional District of Nanaimo on several fronts. Notably, the CRTS will effectively operate as a zero-waste facility, demonstrating a depth of commitment to the RDN's widely recognized and highly successful zero-waste program, and highlighting various green building features to the roughly 80,000 customers who will use the facility annually.

With respect to the Region's Corporate Climate Action Plan, the facility includes features that dramatically reduce energy consumption and emissions, while community-wide; the CRTS will reduce GHG emissions from the decomposition of food waste in the landfill as well as from the emissions associated with vehicle trips.

CONCLUSIONS

The 2009-13 financial plan includes the retrofit, redevelopment and expansion of the Church Road Transfer Station (CRTS) at a pre-tender cost estimate of \$5.5 million. This project will be financed by a Gas Tax grant of \$2.75 million and \$2.75 million in reserve funds on hand. Once completed, the new CRTS will function as a zero waste facility that will be able to manage garbage, organics and recyclable materials generated in the northern community service area for the next 20 years.

The project has been divided into three components for tendering purposes: general construction; waste water treatment; and, off-site road works. The off-site road works was tendered and completed this past summer at a cost of \$137,136.

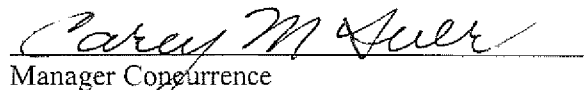
On November 9, 2009, Windley Contracting Ltd. submitted the low bid for general construction and Filter Innovations Inc. submitted the lowest cost proposal to supply and install a packaged waste water treatment plant. The project engineers recommend that a contract for general construction be awarded to the low bidder, Windley Contracting Ltd. for a total amount of \$3,888,938 plus GST and that a contract for the supply and installation of a packaged waste water treatment plant be awarded to Filter Innovations Inc. for the proposed amount of \$162,100 plus GST. Staff concurs with this recommendation.

RECOMMENDATION

1. That the Board award the general construction contract for the retrofit, redevelopment and expansion of the Church Road Transfer Station to Windley Contracting Ltd. for the tendered amount of \$3,888,938 plus GST.
2. That the Board award the contract for the supply and installation of a packaged waste water treatment plant to Filter Innovations Inc. for the proposed amount of \$162,100 plus GST.



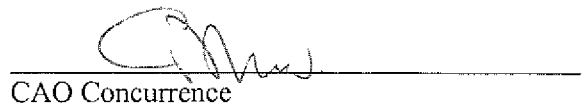
Report Writer



Manager Concurrence



General Manager Concurrence



CAO Concurrence

COMMENTS:



EAP		CAO APPROVAL <i>CW</i>
COM		
RND		
BOARD	✓	NOV 24 '09

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: November 18, 2009

FROM: Tom Osborne
General Manager of Recreation and Parks

FILE:

SUBJECT: Ravensong Aquatic Centre Repair and Upgrades – Recreation Infrastructure
Canada Grant

PURPOSE

To review financial options associated with proceeding with repairs and upgrades to the Ravensong Aquatic Centre in light of receiving a one million dollar grant from the Western Economic Diversification Canada Recreation Infrastructure Canada Program.

BACKGROUND

Following Board direction staff made applications for an infrastructure grant to repair and upgrade the Ravensong Aquatic Centre. On November 12, 2009 a formal announcement was made that the Regional District was successful in obtaining a one million dollar grant under the Western Economic Diversification Canada Recreation Infrastructure Canada Program. This report is intended to provide an overview of options for funding this project.

In order to receive the full grant funding, certain project elements have to be completed by March 31, 2010 and the overall project must be completed by March 31, 2011. The project estimate is \$4.6 million dollars.

In light of a longer than normal facility shutdown, which will be required in 2010, staff reviewed all pending capital replacements and upgrades and are presenting three funding options to undertake them along with the project. The cost of these items is estimated at \$531,550.

Project Schedule

The project has been scheduled in two stages. The first stage would undertake work that is less invasive to the daily operation of the pool and include light fixture replacements, drain pipe replacement, remediation of electrical and communication services, and pool tank integrity. Stage one work would need to begin immediately and must be completed by March 31, 2010 in order to receive the first installment of the grant.

The remaining project elements would be done over a two and half month period which would require closure of the pool. Staff are proposing a closure from mid June 2010 to early September 2010, which is the facility's shoulder season. The closure would result in layoffs of lifeguarding and part time reception staff.

As a result of the prolonged shut down staff estimate revenues will be lower by \$93,000 and expenses (mostly wages) would be lower by about \$156,000 – for a net cost reduction of about \$63,000.

Aquatic Services Function – Allocation Formula

The participants in the Aquatic Centre Function are the City of Parksville, the Town of Qualicum Beach, and Electoral Areas F, G and H. Electoral Area E does not participate in funding aquatic services in the Regional District.

Allocation of the annual property tax requisition among the participants is based on property assessments. In recent years there has been interest in revising the allocation formula to one that reflects a community's usage and/or their population. This approach has been used in cost sharing for transit in District 69 (40% based on population / 60% based on service) as well as for sportsfields (based on team bookings by jurisdiction). In light of the impact of this major project on taxpayers who have a long distance to travel to take advantage of the facility, staff recommend reviewing the formula at any early opportunity.

ALTERNATIVES

1. Use internal reserves to cover all project costs and capital replacement items at one time.
2. Use internal reserves to cover all project costs and phase additional capital replacement items over three years and fund them by borrowing from internal reserves.
3. Use internal reserves to cover all project cost and phase additional capital items over three years and fund them through the annual operating budget.

FINANCIAL IMPLICATIONS:

General comments

The total estimated cost for the grant funded repairs and additional capital items, is \$5,138,550. Under each alternative discussed below, the one million dollar grant has been deducted. The major repair project would largely be completed by the end of 2010 and accordingly all of the options assume that both the grant and cash flow for the project will be required is received in 2010. Interim financing costs of \$100,000 have been reflected in the operating budget in 2010 – this amount was not in the previous forecast because at that time, no grant application had been made.

Under all of the alternatives, the Regional District's share of the project would be financed by borrowing from the Southern Community Wastewater capital reserves with repayment over a six year period. Staff have used a 4% interest rate which is comparable to recent Municipal Finance Authority debt issues.

The maximum amount which can be raised at this time under the authority of the District 69 Swimming Pool establishing bylaw is \$3.2 million dollars. Under all of the alternatives outlined below, the amount raised over the five year period to 2014 does not exceed \$2.57 million dollars. In 2009 the cost per \$100,000 to operate the Aquatic Centre was approximately \$16.75.

Alternative 1

Under this alternative a total of \$4,138,550 (\$5,138,550 minus \$1,000,000) would be borrowed from reserves, allowing both the project and all of the additional capital items to be completed at one time. The facility would be almost fully refurbished and would have very modest capital requirements over the next five years. The annual repayment to the reserve fund is estimated at \$720,000.

The original taxpayer cost forecast for 2010 was approximately \$18.55 per \$100,000. The revised forecast for 2010 would be approximately \$20.55 per \$100,000, a change of \$2.00. The total additional taxpayer cost of this option over the five year period 2010 to 2014 is estimated at \$10.45 per \$100,000. This is an average additional cost of \$2.10 per \$100,000 per year over five years.

Alternative 2

Under this alternative a total of \$4,138,550 would be borrowed from reserves, staged as \$3.8 million in 2010, \$186,400 in 2011 and \$191,500 in 2012. The staging of the additional capital represents staff's evaluation of priority mechanical items followed by upgrades to fittings and finishes such as the lobby flooring, change room fixtures and sound baffling in the pool area. There is however increased risk that some mechanical and plumbing capital items being deferred may fail prior to their staged replacement therefore potentially affecting the continued operation of the facility until the item is replaced. The annual repayment to the reserve fund ranges from \$652,000 in 2011 to \$730,615 annually as the remaining amounts are drawn from and repaid to, the reserve.

The original taxpayer cost forecast for 2010 was approximately \$18.55 per \$100,000. The revised forecast for 2010 would be approximately \$20.70 per \$100,000, a change of \$2.15. The total additional taxpayer cost of this option over the five year period 2010 to 2014 is estimated at \$10.35 per \$100,000. This is an average additional cost of \$2.05 per \$100,000 per year over five years.

The financial impact of this option is almost identical to Alternative 1, because the overall amount borrowed from the reserve fund is the same.

Alternative 3

Under this alternative a total of \$3,607,000 would be borrowed from reserves, representing only the difference between the building project at \$4,607,000 and the infrastructure grant of \$1,000,000. The remaining capital of \$513,550 is staged over three years in the same amounts as under Alternative 2 which includes the same deferred capital risks, but funding is provided through the annual operating budget on a cash paid, rather than a borrowed basis. The annual repayment to the reserve fund is estimated at \$540,000.

The original taxpayer cost forecast for 2010 was approximately \$18.55 per \$100,000. The revised forecast for 2010 would be approximately \$24.20 per \$100,000, a change of \$5.65. The total additional taxpayer cost of this option over the five year period 2010 to 2014 is estimated at \$12.55 per \$100,000. This is an average additional cost of \$2.50 per \$100,000 per year over five years.

This result is slightly more costly than Alternatives 1 and 2 due to funding capital items annually as required, however, as illustrated in the table below the increase over 2010 and 2011 is more evenly distributed.

Under all three options the greatest change occurs in 2010 and 2011 as shown in the table below:

	2010 requisition forecast	2010 proposed requisition	Change from forecast	2011 Forecast requisition	Change from 2010	2012 Forecast requisition	Change from 2011
Alternative 1 – Project and Capital from Reserve	1,549,470	1,684,470	22.6%	2,310,540	37.2%	\$2,391,405	3.5%
Taxpayer Cost per \$100,000	\$18.55	\$20.55	\$2.00	\$27.60	\$7.10	\$28.15	\$5.55
Alternative 2 – Project from Reserve / Capital phased from Reserve	1,549,470	1,699,470	23.6%	2,226,440	31.0%	\$2,360,025	6.0%
Taxpayer Cost per \$100,000	\$18.55	\$20.70	\$2.15	\$26.60	\$5.90	\$27.75	\$1.15
Alternative 3 – Project from Reserve / Capital phased and funded from Operating	1,549,470	1,839,470	33.8%	2,349,840	27.7%	\$2,420,330	3.0%
Taxpayer Cost per \$100,000	\$18.55	\$24.20	\$5.65	\$29.90	\$5.70	\$30.30	\$4.40

SUSTAINABILITY IMPLICATIONS:

The Ravensong Aquatic Centre offers residents in the Oceanside area the opportunity to engage in healthy activities. The demographic future of District 69 suggests an aging population which will benefit from access to facilities of this nature to ensure optimal health. Finally, despite the cost of maintaining and replacing these types of facilities, they attract new as well as retaining residents in the area which is essential to creating complete communities.

CONCLUSIONS:

The Regional District is the successful recipient of a one million dollar infrastructure grant for the Ravensong Aquatic Centre from the Western Economic Diversification Canada Recreation Infrastructure Canada Program. The grant does however require that the Regional District expend specified amounts by specified dates in order to receive the maximum grant. Most critical at this time is commencing work in time to meet the first funding deadline of March 31, 2010.

As reported earlier through the District 69 Recreation Commission in October, given the additional shut down time required to carry out this project, staff conducted a further review of mechanical equipment, fixtures and finishes to see which items would be best completed in the same time frame. That review identified \$513,550 in capital replacements and upgrades, which could, with some inherent risk, be spread over a three year period between 2010 and 2011. These items could be largely completed in 2010 if funding was available.

Three funding options have been outlined above, all of which would draw on reserves held in the Southern Community Wastewater service. All of the alternatives require a greater increase in the 2010 and 2011 tax requisitions than previously forecast in the current Five Year Financial Plan in order to account for repayment to the reserve fund. There is not a significant difference between the three alternatives. Staff are recommending Alternative 1 as it will provide for completion of capital items that

are due for replacement which can be completed during extended shutdown in 2010 and will eliminate the potential risk of failure to some equipment which may take place if phased in over an extended period of time.

Given the nature of projections at this level and over this time period, results may be better than forecast which would offer the opportunity to repay funds more quickly or alternatively to lower the requisition in 2011.

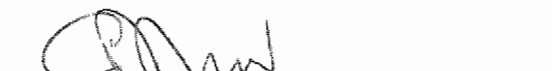
Additionally, staff are recommending that the assessment based allocation formula for the Aquatic Centre be reviewed at the earliest opportunity. While it may not be possible to definitively identify an option for 2010 it should be practical to make a change in 2011.

RECOMMENDATIONS:

1. That the Board confirm its commitment to the Ravensong Aquatic Centre repair project and authorize entering into a funding agreement with Western Economic Diversification Canada for the Recreation Infrastructure Canada Program grant totaling \$1 million dollars.
2. That the Regional District's share of funding for both the project and capital items totaling \$4,138,550 be provided by drawing from the Southern Community Wastewater service capital reserve, with repayment over a six year period commencing in 2011 with simple interest at 4%.
3. That the 2010 to 2014 financial projections for the Ravensong Aquatic Centre reflecting Alternative 1, which provides funding through reserves to complete the project and capital replacement items at the same time, be recommended for approval through the forthcoming budgeting process.
4. That staff be directed to review the allocation formula in the District 69 Swimming Pool Establishing Bylaw No. 899 with a focus on a formula that includes community usage and / or population.



Report Writer



CAO Concurrence

Appendix I
Financial Spread Sheets

**REGIONAL DISTRICT OF NANAIMO
FINANCIAL PLAN**

**Alternative 1
Borrow lump sum for additional capital from reserves**

Revenues	2009 Budget	2010 Forecast	2010 Revised	2011	2012	2013	2014
	5.0%	12.7%	22.6%	37.2%	3.5%	3.0%	3.0%
Property taxes	-1,374,470	-1,549,470	-1,684,470	-2,310,538	-2,391,407	-2,463,149	-2,537,043
Operating revenues	-4,000	-4,000	-4,000	-4,000	-4,000	-4,000	-4,000
Recreation fees	-209,090	-213,272	-59,900	-154,098	-157,180	-160,324	-163,530
Recreation facility rentals	-101,240	-103,265	-105,300	-107,406	-109,554	-111,745	-113,980
Recreation vending sales	-8,500	-8,500	-7,240	-7,240	-7,240	-7,240	-7,240
Recreation concession	0	0	0	0	0	0	0
Recreation - other	-231,260	-235,885	-297,620	-303,572	-309,643	-315,836	-322,153
Prior year (surplus)deficit	-178,285	-34,110	-8,970	-73,762	-69,190	-112,504	-194,395

Total Revenues	-2,106,845	-2,148,502	-2,167,500	-2,960,616	-3,048,214	-3,174,798	-3,342,341
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Expenditures

Administration	116,805	116,805	142,110	142,110	142,110	142,110	142,110
Legislative	850	850	1,000	1,000	1,000	1,000	1,000
Professional fees	39,000	39,000	13,000	13,000	13,000	13,000	13,000
Building Ops	238,960	243,739	246,000	250,920	255,938	261,057	266,278
Veh & Equip ops	52,905	52,905	55,325	55,325	55,325	55,325	55,325
Operating Costs	100,950	101,455	107,450	103,987	104,507	105,030	105,555
Program Costs	36,700	36,884	37,190	37,376	37,563	37,751	37,940
Wages & Benefits	1,097,655	1,138,385	996,508	1,187,386	1,228,945	1,271,958	1,320,292
Debt financing	368,645	368,642	468,645	368,642	368,642	368,642	368,642
Contributions to reserve funds	180	180	180	180	180	180	100,180
Capital	20,085	41,100	26,330	11,500	8,500	4,350	4,750
SubTotal	2,072,735	2,139,945	2,093,738	2,171,426	2,215,710	2,260,403	2,415,072

Building Project			5,138,550				
Grant Funding			-1,000,000				
Borrow from reserves			-4,138,550				
Repay reserves				720,000	720,000	720,000	720,000
Total expenditures	2,072,735	2,139,945	2,093,738	2,891,426	2,935,710	2,980,403	3,135,072

(Surplus)/deficit	-34,110	-8,557	-73,762	-69,190	-112,504	-194,395	-207,269
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Taxpayer Cost Estimate	2009	2010 Forecast	2010 Additional	Change 2011	Change 2012	Change 2013	Change 2014	Total Change to 2014
\$ 100,000	16.74	18.54	1.98	7.09	0.52	0.41	0.43	10.43
\$ 200,000	33.48	37.08	3.96	14.18	1.04	0.82	0.86	20.86
\$ 300,000	50.22	55.62	5.94	21.27	1.56	1.23	1.29	31.29
\$ 400,000	66.96	74.16	7.92	28.36	2.08	1.64	1.72	41.72
\$ 500,000	83.70	92.70	9.90	35.45	2.60	2.05	2.15	52.15

**REGIONAL DISTRICT OF NANAIMO
FINANCIAL PLAN**

**Alternative 2
Borrow from reserves for additional capital
over three years**

Ravensong Aquatic Center

	2009 Budget	2010 Forecast	2010 Revised	2011	2012	2013	2014
Revenues							
	5.0%	12.7%	23.6%	31.0%	6.0%	4.0%	3.0%
Property taxes	-1,374,470	-1,549,470	-1,689,470	-2,226,438	-2,360,024	-2,454,425	-2,528,058
Operating revenues	-4,000	-4,000	-4,000	-4,000	-4,000	-4,000	-4,000
Recreation fees	-209,090	-213,272	-59,900	-154,098	-157,180	-160,324	-163,530
Recreation facility rentals	-101,240	-103,265	-105,300	-107,406	-109,554	-111,745	-113,980
Recreation vending sales	-8,500	-8,500	-7,240	-7,240	-7,240	-7,240	-7,240
Recreation - other	-231,260	-235,885	-297,620	-303,572	-309,643	-315,836	-322,153
Prior year (surplus)/deficit	-178,285	-34,110	-8,970	-88,762	-63,090	-99,246	-201,638
Total Revenues	-2,106,645	-2,148,502	-2,182,500	-2,891,516	-3,010,731	-3,152,816	-3,340,599

Expenditures

Administration	116,805	116,805	142,110	142,110	142,110	142,110	142,110
Legislative	850	850	1,000	1,000	1,000	1,000	1,000
Professional fees	39,000	39,000	13,000	13,000	13,000	13,000	13,000
Building Ops	238,960	243,739	246,000	250,920	255,938	261,057	266,278
Veh & Equip ops	52,905	52,905	55,325	55,325	55,325	55,325	55,325
Operating Costs	100,950	101,455	107,450	103,987	104,507	105,030	105,555
Program Costs	36,700	36,884	37,190	37,376	37,563	37,751	37,940
Wages & Benefits	1,097,655	1,138,385	996,508	1,167,386	1,228,945	1,271,958	1,320,292
Debt financing	368,645	368,642	468,645	373,642	373,642	368,642	368,642
Contributions to reserve funds	180	180	180	180	180	180	100,180
Capital	20,085	41,100	26,330	11,500	8,500	4,350	4,750
SubTotal	2,072,735	2,139,945	2,093,738	2,176,426	2,220,710	2,260,403	2,415,072
Building Project			4,760,650	186,400	191,500		
Grant Funding			-1,000,000				
Borrow from reserves			-3,760,650	-186,400	-191,500		
Repay reserves				652,000	652,000	652,000	652,000
Repay reserves					38,775	38,775	38,775
Repay reserves						39,840	39,840
Total expenditures	2,072,735	2,139,945	2,093,738	2,828,426	2,911,485	2,951,178	3,105,847
(Surplus)/deficit	-34,110	-8,557	-88,762	-63,090	-99,246	-201,638	-234,752

Taxpayer Cost Estimate

	2009	2010 Forecast	2010 Additional	Change 2011	Change 2012	Change 2013	Change 2014	Total Change to 2014
\$ 100,000	16.74	18.54	2.16	5.91	1.15	0.68	0.43	10.33
\$ 200,000	33.48	37.08	4.32	11.82	2.3	1.36	0.86	20.66
\$ 300,000	50.22	55.62	6.48	17.73	3.45	2.04	1.29	30.99
\$ 400,000	66.96	74.16	8.64	23.64	4.6	2.72	1.72	41.32
\$ 500,000	83.70	92.70	10.80	29.55	5.75	3.40	2.15	51.65

**REGIONAL DISTRICT OF NANAIMO
FINANCIAL PLAN**

**Alternative 3
Pay for additional capital
over three years from operating budget**

Ravensong Aquatic Center	2009 Budget	2010 Forecast	2010 Budget	2011	2012	2013	2014
Revenues							
	5.0%	12.7%	33.8%	27.7%	3.0%	3.0%	3.0%
Property taxes	-1,374,470	-1,549,470	-1,839,470	-2,349,838	-2,420,333	-2,492,943	-2,567,731
Operating revenues	-4,000	-4,000	-4,000	-4,000	-4,000	-4,000	-4,000
Recreation fees	-209,090	-213,272	-59,900	-154,098	-157,180	-160,324	-163,530
Recreation facility rentals	-101,240	-103,265	-105,300	-107,406	-109,554	-111,745	-113,980
Recreation vending sales	-8,500	-8,500	-7,240	-7,240	-7,240	-7,240	-7,240
Recreation concession	0	0	0	0	0	0	0
Recreation - other	-231,260	-235,885	-297,620	-303,572	-309,643	-315,836	-322,153
Prior year (surplus)/deficit	-178,285	-34,110	-8,970	-71,612	-99,940	-160,680	-252,365
Total Revenues	-2,106,845	-2,148,502	-2,322,500	-2,997,766	-3,107,890	-3,252,768	-3,430,999
Expenditures							
Administration	116,805	116,805	142,110	142,110	142,110	142,110	142,110
Legislative	850	850	1,000	1,000	1,000	1,000	1,000
Professional fees	39,000	39,000	13,000	13,000	13,000	13,000	13,000
Building Ops	238,960	243,739	246,000	250,920	255,938	261,057	266,278
Veh & Equip ops	52,905	52,905	55,325	55,325	55,325	55,325	55,325
Operating Costs	100,950	101,455	107,450	103,987	104,507	105,030	105,555
Program Costs	36,700	36,884	37,190	37,376	37,563	37,751	37,940
Wages & Benefits	1,097,655	1,138,385	996,508	1,187,386	1,228,945	1,271,958	1,320,292
Debt financing	368,645	368,642	468,645	368,642	368,642	368,642	368,642
Contributions to reserve funds	180	180	180	180	180	200,180	297,180
Capital	20,085	41,100	183,480	197,900	200,000	4,350	4,750
SubTotal	2,072,735	2,139,945	2,250,888	2,357,826	2,407,210	2,460,403	2,612,072
Building Project			4,607,000				
Grant Funding			-1,000,000				
Borrow from reserves			-3,607,000				
Repay reserves				540,000	540,000	540,000	540,000
Total expenditures	2,072,735	2,139,945	2,250,888	2,897,826	2,947,210	3,000,403	3,152,072
(Surplus)/deficit	-34,110	-8,557	-71,612	-99,940	-160,680	-252,365	-278,927

Taxpayer Cost Estimate	2009	2010 Forecast	2010 Additional	Change 2011	Change 2012	Change 2013	Change 2014	Change to 2014
100000	16.74	18.54	5.66	5.68	0.39	0.42	0.43	12.58
200000	33.48	37.08	11.32	11.36	0.78	0.84	0.86	25.16
300000	50.22	55.62	16.98	17.04	1.17	1.26	1.29	37.74
400000	66.96	74.16	22.64	22.72	1.56	1.68	1.72	50.32
500000	83.70	92.70	28.30	28.40	1.95	2.10	2.15	62.90

Appendix II –

Summary of Aquatic Centre Repair and Upgrade Review and Recommendations, Venture Pacific Construction Management and Hughes Condon Marler Architects

1. Barrel Vault Skylight Replacement (Stage 2)

Condensation and moisture has affected the interior finishing of the skylight curb. The root cause for this issue lies with the elevated humidity levels present within the pool natatorium and the less than ideal performance of the skylight system, leading to the warm humid pool air reaching dew point on the cooler window surface. However, a dew point calculation of the skylight design condition indicates that the glazing requires an overall R-Value of 8 to prevent condensation, which is not available on the market as a system, requiring instead additional measures to avoid this condensation in the future.

Structural review of the existing skylight and its supporting structure indicates that the original structure will provide adequate support for a new skylight if it is in good condition, which can only be verified once interior and exterior finishes are removed. No symptoms of structural stress were observed such as significant rust staining, cracking or deflection.

Recommendation 1: Replace skylight system with better performing assembly that utilizes framing profiles that incorporate thermal breaks and facilitate installation of continuous air barrier and reliable moisture barriers. The framing must incorporate rain screen technology to reduce the pressures imposed on the moisture barrier seals.

Recommendation 2: Additional mechanical ventilation be directed to throw air across the entire glazed structure along the length of the skylight, thus preventing condensation.

Recommendation 3: Redesigning the skylight with straight glass panes instead of barrel shaped acrylic panels, with the incorporation of solar panels on the south facing side.

2. Building Envelope Remedial Work (Stage 2)

The 2008 Levelton Engineering Ltd. assessed the building envelope condition of the facility and made recommendations for remediation work. In summary the report found that the “aquatic facility has more than average building envelope challenges”, related to moisture loads from the interior (humidity) and exterior (lack of rain screen) ingress into wall assemblies. Recommendations made by Levelton at the time included:

- Interior humidity levels should be reduced to less than 60% through mechanical systems
- Water-damaged assemblies at the second storey walls around the natatorium, soffits at first and second storey roofs, and south facing walls on the ground floor, and install drained wall assemblies
- Repair corroded curtain wall components, and replace gaskets and deteriorated sealants as needed, apply concrete sealer on the mortar of the glass block walls
- Replace the roofing membrane and ensure an airtight air barrier assembly at all locations

The consultant team is in general agreement with the recommendations made in the Levelton Report. There is however a difference in opinion on the extent of required wall repairs. The building envelope review conducted by Read Jones Christoffersen (RJC) differs from the Levelton Report, as RJC considers restoration of the exterior walls of the natatorium to be necessary now, but they do not consider restoration of the south facing exterior walls on the ground floor as necessary at this time.

The amount of work required at the curtain wall windows is significantly greater than indicated in the Levelton Report due to the necessity of disassembling them enough to fully access the structural steel framing, located directly above the glazed assembly. This work is needed to allow the corrosion of the structural steel supporting the top of the curtain wall to be addressed and new protective coatings applied.

A key conclusion determined by the RJC building envelope review is substantial deterioration of the building envelope and the structural steel has resulted from the humid, warm, salt laden interior air conditions present at the facility, in conjunction with major air leakage to the exterior through the building envelope. The firm's recommendations are based on the specific findings below.

A) Curtain Wall Glazing Assembly

Major air leakage currently occurring at the curtain wall framing is largely attributed to the absence of robust air and moisture barrier transition detailing around the perimeter of the window framing, where the window adjoins the steel stud wall framing.

B) Exterior Walls of the Natatorium Room

The primary framed wall areas occur at the north and south elevations between the lower roofs, over the mechanical room and change rooms. Currently there has been very little sealing done to prevent air leakage at the substantial number of mechanical and structural penetrations that occur through these walls.

C) Interior Humidity

The current high levels of interior humidity must be brought down to between 50% and 55% RH (relative humidity) as a maximum level. Mechanical dehumidification equipment will be needed to achieve this during the heating season. To provide mechanical dehumidification as economically as possible the current volume of building envelope air leakage must be greatly reduced. The repairs to the curtain wall installation, a new skylight with air leakage control, and the robust air/vapour/moisture barrier incorporated into the wall repair will substantially reduce unintended air leakage between the interior and exterior.

D) Building Envelope - Other Exterior Walls and Roof Areas

The lower level exterior insulated masonry walls at the north mechanical room and south change rooms appear to be providing satisfactory service, even though rainscreen cavities are not provided between the cladding and the moisture barrier (Tyvek). The masonry wouldn't be adversely affected by moisture if leakage were to occur at flaws in the exterior stucco cladding.

The stucco clad exterior walls at the main entrance area use a system (steel studs without continuous exterior insulation) that is not endorsed by the current BC Building Code. That said, these walls are sheltered by a deep (1.2 meter) overhang and do not get wet often. As a result, there is a significantly lower risk that deterioration of the framing, in the short or medium term, will result in a need for cladding replacement. The Levelton Report indicates that they are currently providing satisfactory service. The need for restoration here is not currently indicated.

The stucco clad lower roof overhang fascias are exposed to substantial wetting during rainy weather. The Levelton Report indicated that, despite this exposure, the fascia walls are providing good service. The current detailing provides for ventilation at the soffit level but no venting is provided near the top of the fascia. Provision of a continuous upper strip vent, in conjunction with a new cap flashing would result in substantially improved air circulation within the soffit void space and thus improve on the drying provided with the current condition. This drying would aid in maintaining the serviceable condition of the sheathing and steel stud framing of the overhangs for a longer duration than would otherwise be the case.

Recommendation 1: Reduce current high interior humidity levels by introducing mechanical dehumidification equipment.

Recommendation 2: Eliminate the current interior positive air pressurization by balancing the existing ventilation system to a neutral or slightly negative state. (This may not be possible until air leakage is reduced.)

Recommendation 3: Restore the exterior steel stud framed walls around the perimeter of the pool room. The restored walls would incorporate new exterior sheathing, exterior side self adhesive air/vapour /moisture barrier membrane, exterior rigid insulation, rainscreen furring, and new cladding finish on the exterior surface.

Recommendation 4: Revise the positioning of the building envelope to put the upper roof overhang soffits into the interior environment. Provision of ventilation between the natatorium room and the soffit voids would be necessary and straight forward to achieve.

Recommendation 5: Dismantle the current curtain wall window assemblies comprising the west and east walls of the pool to allow treatment of the substantial corrosion of steel structural members. Reinstall the current curtain wall framing with new sealed glazing units. Incorporate continuous robust air and moisture barrier transition detailing at the joints between the walls and the curtain wall assemblies.

Recommendation 6: Consider replacing the sealed glass panes with new sealed units that incorporate Low E glass (enhancement).

Recommendation 7: Replace the roof membrane and insulation at the upper roof (over the pool room) with a new system that has a complete vapour barrier to prevent interior humid air leaking into the assembly, leading to condensation within the roof insulation or on the underside of the roof membrane.

Recommendation 8: Replacement of the lower roofs is recommended at the same time, due to the age of the membrane and presence of blisters below the membrane surface, but also because renewal would allow the condition between the natatorium walls and the roof to be detailed in a reliable manner.

3. Interior Structural Steel (Stage 2)

Due to concerns about the salt content of the atmosphere as well as visual signs of surface corrosion on painted exposed steel, the consultant team reviewed the state of the structural steel and in order to make recommendations for remedial work.

It was determined that the steelwork generally appears in good condition. Any structural steelwork with surface rust will require removal and repainting to prevent ongoing deterioration.

Recommendation: Paint remedial work following Master Painters Institute recommended procedures for surface preparation and repainting the affected steel areas.

4. Natatorium Light Fixtures (Stage 1)

The lighting system in the natatorium is failing due to oxidation and corrosion. There are currently 60 (sixty) metal halide suspended luminaires at 250W each, providing about 70 foot candles of maintained light without the additional sconce lights elsewhere.

There is the opportunity to consider lowering the required lighting levels to those typically associated with recreationally used facilities which is 30 foot candles.

Two systems are recommended for consideration to replace the existing lighting system:

- 1) Thirty suspended sealed high bay luminaires with 250 Watt pulse start metal halide lamps, totaling 10,000 Watts, or;
- 2) Thirty suspended or surface mounted sealed industrial fluorescent luminaires each with four 54 Watt high output fluorescent lamps for a total of 7,500 Watts and the ability to control light levels during hours with ample daylight.

A third option, Induction Lighting, was considered in the AES System Analysis Report and was not recommended at this time due to high installations costs and the potential of this lighting system not being suitable for the swimming pool environment. Induction lighting does however have a five time longer lifespan than the above two systems, requires less energy to operate and a reduced replacement schedule.

Recommendation: That additional discussion about the advantages and disadvantages of all three lighting options take place during Phase II of the project.

5. Drain Pipe Work (Stage 1)

A sanitary drainage runs inside a crawlspace to pick-up the pool deck drains. Numerous pipes, both straight runs and fittings were cracked. The review by the mechanical engineer concludes that this is likely an isolated case not affecting other underground piping in the facility and is caused by a lack of sufficient support, dating back to the original installation.

Recommendation:

- 1) Remove and replace cracked parts of existing pipes and fittings on a “time and material” basis, while also adding supports at each side of a fitting and at the midpoints of pipes in excess of 3.5 m length or;
- 2) Remove the entire cast iron drainage system and replace with a PVC-DWV drainage system to be installed with correct and sufficient support.

6. Electrical / Communications Services (Stage 1)

The electrical engineer has reviewed electrical and communications services into the building and noted the following observations: Water ingress was noted into the existing communications underground conduit, which is a normal occurrence as water will penetrate through conduit joints, requiring wiring and cabling located inside underground conduits to be rated for wet locations. Incoming Telus and Shaw service cables are rated for this location, but the main Category 3 cable between main electrical room to the telephone switch is NOT rated for wet locations and may be affected by the water and prove problematic in the future.

Recommendation:

- 1) Replace this existing cable with a new inside/outside rated cable, or;
- 2) Find an alternate surface mounted route that does not take the cable through the wet conduit.

7. Salt Water / Lectranator Water Treatment System (Stage 2)

The original water treatment system used in the facility was liquid chlorine. In approximately 2002, the liquid chlorine was replaced by a Lectranator System that converts salt into sodium hypochlorite. Since the conversion to a salt system, the staff have seen a notable increase in corrosion within the pool area. Furthermore, the annual maintenance costs have increased due to the replacement of the salt cells and

pump impellers. Staff also noticed that the tubes within the heat exchanger are also showing signs of corrosion in addition to check valves, impellers and other plumbing fixtures.

The mechanical engineers from AME reviewed and compared four primary pool disinfection systems, including Gas Chlorine, Liquid Chlorine, Calcium Hypochlorite and the existing salt chlorination; additionally two secondary treatment systems to compliment the primary system were compared: Ozone and Ultraviolet Radiation.

Recommendation: Convert to calcium hypochlorite water treatment with UV as a secondary disinfectant.

8. Air Handling and Heat Recovery (Stage 2)

The facility has nine air handling units with five additional exhaust fans. The pool is split into four air handling units (AHU 1-4) serving the upper north and south and the lower east and west. Within a natatorium there are two requirements for supplying outdoor air, firstly ventilation for the occupants and secondly dehumidification to protect the structure.

The BC Building Code states that ventilation is only required when the space is occupied, which typically is from 6:00am to 10:00pm. The pool evaporates continuously, thus dehumidification is required 24 hours, 7 days per week. Dehumidification can be achieved by either providing sufficient outdoor air or through a dehumidification coil. The current design uses outside air to achieve dehumidification.

Rather than over ventilating during the unoccupied hours, an alternate option would be to dehumidify and capture the waste heat for other areas in the building, which can be achieved by implementing the detailed recommendations noted in the consultant teams report.

Recommendation: Implement the series of Air Handling Unit recommendations noted by the consultants in Appendix I.

9A. Pool Tank Integrity (Stage 1)

Although there has been past evidence of seepage through the pool walls, the repairs made appear to have been successful. The condition and quality of the concrete finish appears reasonable and the tunnel space behind the pool is dry.

This assessment was based on a visual review of the rear of the pool drainage channel walls. To determine if there are any concerns regarding the pool surface, the consultants recommended that the pool be inspected the next time it was drained, in particular to determine if any of the tiles were loose or delaminating. This testing of the tiles then took place in early September 2009, and areas of delamination have been identified.

It was noted that at some time in the past, expansion joints within the tiled areas, which were originally specified to be caulked, have been solidly grouted, possibly leading to additional delamination. It is not possible at this time to conclude that issues exist with the pool tank integrity from the fact that the tile is delaminating.

Staff are currently working with the consultants team to determine if there is any loss of water in the pool tanks, which will if verified will be repaired during the pool closure.

Recommendation: As part of regular maintenance, delaminated tile areas are to be repaired and the control joints are to be re-instated with proper caulking.

9B. Additional Pool Tank Recommendations (Stage 2)

In the USA and other provinces the health regulators have been requesting that the pool main drains comply with ANSI-7: American National Standard for Suction Entrapment Avoidance in swimming pools. The existing installed main drain grates are not to the ANSI-7 standard. Even though this standard has not been mandated in BC, it may be a requirement in the very near future.

Recommendation: Replace all of the existing main drain grates to comply with the American National Standard for Suction Entrapment Avoidance.