

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, JULY 27, 2010**

(RDN Board Chambers)

A D D E N D U M

PAGES

DELEGATIONS

- 2 **David Pope**, re Regional Growth Strategy Amendment to Support OCP Amendment Application No. PL2010-105 – Walbern Ventures – Claudet Road – Area E.

COMMUNICATIONS

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ADMINISTRATOR'S REPORTS

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- 6 - 17 Province of BC Ambulance Service – Land Lease at 220 Lions Way, Bowser. (All Directors – One Vote)

Burgoyne, Linda

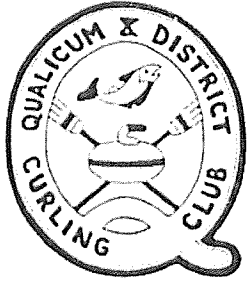
From: Hewitt, Nicole
Sent: Friday, July 23, 2010 10:09 AM
To: Burgoyne, Linda
Subject: FW: July 27th/2010 meeting

From: David [mailto:davidpopeandsons@shaw.ca]
Sent: July 23, 2010 10:06 AM
To: Hewitt, Nicole
Cc: kathypope@telus.net
Subject: July 27th/2010 meeting

I would like to be a delegate at the tuesday July 27th/2010 board meeting of the regional district of Nanaimo. Could you please confirm this and advise me of the time and location of meeting. I would like to address the board regarding my wife and I's concerns with the development of the property adjoining ours (Bernie Walsh - Nuttal Ridge). Also will it be possible for me to ask the board questions?

Thank you,

David Pope
1790 Claudet Rd.
Nanoose Bay, BC
V9P 9B3
cell 250-954-9114



Qualicum & District Curling Club

644 Memorial Avenue, Qualicum Beach, B.C. V9K 1L8

Telephone: (250) 752-6162 • Fax: (250) 752-6641

RECEIVED

JUL 23 2010

REGIONAL DISTRICT
of NANAIMO

July 23, 2010

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

Attention: Carol Mason, Chief Administrative Officer

Dear Ms. Mason

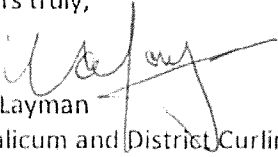
Request for Funding

The Qualicum and District Curling Club has been in operation at the Qualicum Beach Curling Rink since 1965 and offers league play for juniors, seniors, men, women, masters and mixed, benefiting District 69 as a whole. The Qualicum and District Curling Club is seeking support in the amount of \$25,000 from the Regional District of Nanaimo as part of its efforts to fund the replacement of the curling rink chiller system in the Qualicum and District Curling Rink. The chiller is the primary component in the refrigeration and air-conditioning system of the facility. Old chillers use refrigerants containing several of the chemical substances known to cause ozone depletion and global warming. Replacement of the old chiller system with a new energy efficient system will substantially reduce operating costs and more importantly reduce greenhouse gas emissions.

The estimated cost of the project is \$107,210. The Curling Club has set aside approximately \$50,000 in reserves specifically for the ice plant equipment replacement or upgrade. This leaves a shortfall of \$57,210. The Club has also requested that the Town of Qualicum Beach replace their current lease that requires an annual payment of \$4,777.00 with new lease terms that will allow the Club to continue operating given this significant funding short fall for this essential capital equipment replacement. This year, the D69 Recreation Grants-in-Aid funded \$2,000 to the Qualicum and District Curling Club to support their junior programs. In order to continue to provide an important recreational activity for District 69 residents of all ages, the Qualicum and District Curling Club, in recent years, has spent approximately \$47,000 in renovation and improvement projects using their own funding.

The Qualicum and District Curling Club hopes to continue to improve their facility and thanks you for considering our project for funding assistance. We look forward to hearing from you.

Yours truly,


Bill Layman
Qualicum and District Curling Club
250.752.6162

cc: Tom Osborne, RDN General Manager of Recreation & Parks Services
Linda Burgoyne, RDN Administrative Assistant



| | |
|--------------|----------------|
| RDN REPORT | |
| CAO APPROVAL | ### |
| EAP | |
| COW | |
| JUL 23 2010 | |
| RHD | |
| BOARD | ✓ July 27/10 |

MEMORANDUM

TO: P. Thorkelsson
Acting Chief Administrative Officer

DATE: July 23, 2010

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

SUBJECT: Coombs Hilliers Fire Department – approval to use resources outside of fire protection boundaries

PURPOSE:

To update the list of fire departments requesting approval to fight fires outside of their regular protection boundaries, to include the Coombs Hilliers Volunteer Fire Department.

BACKGROUND:

At a Special Board meeting held July 13 the Board approved the following fire departments to respond outside of their statutory boundaries if requested to do so by the Province, during fire season 2010:

On Vancouver Island Only

Crew and/or Equipment – Dashwood, Nanoose Bay and Extension Volunteer Fire Departments

Province Wide

Structural Protection Unit – Errington (equipment & crew), Coombs Hilliers (crew only), Dashwood (crew only)

The Coombs Hilliers Volunteer Fire Department recently contacted staff and requested that they be added to the *Vancouver Island Only* list, as they could be called on to respond to forest fires beyond their boundaries. They have responded to these types of fires in their area in the past and consider it to be a benefit to the community to be able to respond particularly to close in wildfires.

ALTERNATIVES:

1. Approve a revised list of fire departments authorized to respond outside of their boundaries on Vancouver Island for the 2010 fire season.
2. Make no changes to the current approvals.

FINANCIAL IMPLICATIONS:

Alternative 1

The most serious financial implications would arise if a firefighter was seriously injured or died and/or major equipment was seriously damaged or destroyed. The Regional District carries vehicle insurance but this would only partially cover the cost of a replacement vehicle. This partial coverage arrangement is not unusual in our sector. Volunteers are encouraged by their departments to ensure they have sufficient personal life and disability insurance given the hazardous nature of this work. As reported earlier, staff will review the accident/life insurance coverages in place for volunteers to determine whether any changes should be considered by the Board. For the most part, the cost of responses outside of boundaries have been fully compensated to a responding department.

SUMMARY/CONCLUSIONS:

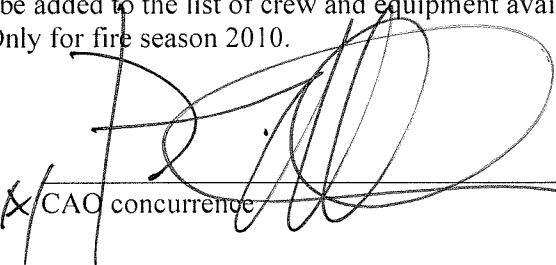
The Coombs Hilliers Volunteer Fire Department, due to a misunderstanding between personnel did not provide information regarding their availability to respond to fires outside of their protection boundaries. They have contacted staff and confirmed that they have been asked to respond to nearby wildfires in the past and they believe it is in their community's interests that they continue to do so, where they have sufficient personnel and equipment. Accordingly staff recommend that the list of departments authorized to respond to provincial requests for resources on Vancouver Island during fire season 2010, be amended to include the Coombs Hilliers Volunteer Fire Department.

RECOMMENDATION:

That the Coombs Hilliers Volunteer Fire Department be added to the list of crew and equipment available to respond to fire emergencies on Vancouver Island Only for fire season 2010.



Report Writer



CAC concurrence

COMMENTS:



| | | |
|--------------|-------------------------------------|--------------------|
| RDN REPORT | | |
| CAO APPROVAL | | <i>[Signature]</i> |
| EAP | | |
| COW | | |
| JUL 23 2010 | | |
| RHD | | |
| BOARD | <input checked="" type="checkbox"/> | <i>July 27/10</i> |

MEMORANDUM

TO: P. Thorkelsson
Acting, Chief Administrative Officer

DATE: July 23, 2010

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

SUBJECT: Province of BC Ambulance Service – land lease at 220 Lions Way, Bowser B.C.

PURPOSE:

To obtain approval to execute a lease for the purpose of maintaining an ambulance station at 220 Lions Way in Electoral Area H.

BACKGROUND:

The Province of BC has operated an ambulance station from a portion of the Bow Horn Bay firehall site at 220 Lions Way in Bowser for a number of years. Initially the ambulance vehicle was stored inside the firehall but early this year the Province requested permission to site a free standing vehicle shelter beside the existing free standing crew quarters. The proposal was approved pending the completion of a renewed lease, which had expired in November 2009. The attached lease has been reviewed by both parties and is undergoing some minor housekeeping amendments, but is recommended for approval. Approval of the lease will allow the Province to make formal planning and/or building permit applications to the Regional District in order to construct the vehicle shelter before the winter.

The lease is for approximately 3,016 square feet of property and will run from November 1, 2009 to October 31, 2014. The tenant is responsible for all of their own utilities and landscaping services including snow removal. Garbage collection is included in the lease rate and the crew will use a common receptacle also used by the fire department. The lease can be terminated by either party with nine (9) month's prior written notice. The lease also contains a clause outlining the potential re-construction of the firehall and the Regional District's desire to consolidate all activities on the site i.e. a single building which accommodates separate sections for the fire department and the ambulance station. The Province commits itself to participating in the planning for a new building should that occur and entering into a lease of the new premises if the lease cost is similar to the existing lease cost.

ALTERNATIVES:

1. Authorize the execution of a lease with the Province of BC for a portion of the land at 220 Lions Way, in substantially the form presented with this report.
2. Recommend amendments to the lease and approve an amended lease.
3. Do not support a lease.

FINANCIAL IMPLICATIONS:

Alternative 1

The Province requested, in consideration of having already established its fiscal 2010/2011 budget that the current rate be maintained to March 31, 2011. This had been agreed to, with the rate escalating at a higher rate over 2011 to 2012 to the account for the initial delay in a rate increase. Thereafter the rate will increase annually at about 2.5% per year to October 31, 2014. The total consideration to be received is \$67,706.60.

Where a Regional District enters into a lease of this nature it is required under Section 187(2) of the *Local Government Act* to publish notice of its intention with a general description of the lease and the consideration to be received. A notice has been prepared and was published in today's local newspapers.

Alternative 2

There do not appear to be any outstanding items of concern and staff have no further recommendations on clauses to be included in the lease.

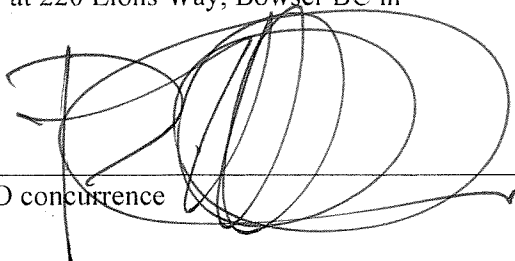
SUMMARY/CONCLUSIONS:

Attached to this report is a renewed lease for a portion of the land at 220 Lions Way, Bowser BC, which is the site of the Bow Horn Bay firehall. The lease is for approximately 3,016 square feet of land to continue siting an ambulance crew station and vehicle shelter. The lease is straightforward with the exception that it includes a commitment by the Province to assist in planning a consolidated facility should the Regional District proceed to re-design the firehall to respond to seismic concerns within the five year period of the lease. Total consideration over the five years is \$67,706.60. Staff recommend entering into a lease in substantially the form attached to this report.

RECOMMENDATION:

That the Board authorize the execution of a lease for property at 220 Lions Way, Bowser BC in substantially the form attached to this report.


Report Writer


X/ CAO concurrence

COMMENTS:

THIS INDENTURE made in triplicate as of the _____ day of _____, 20____.

BETWEEN:

Regional District of Nanaimo

6300 Hammond Bay Road
Nanaimo, British Columbia
Canada V9T 6N2

(hereinafter referred to as the "Lessor")

OF THE FIRST PART:

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH

COLUMBIA, as represented by the Minister of Citizens' Services

3350 Douglas Street,
Victoria, British Columbia
V8Z 3L1

(hereinafter referred to as the "Lessee")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is the owner of those lands situate, lying and being at **220 Lions Way Qualicum Bay, British Columbia** and more particularly known and described as:

Lot 1, District Lot 32,
Newcastle District,
Plan 30108

(hereinafter called the "Lands")

- B. The Lessor and the Lessee have agreed to enter into a lease for the Lands on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the lands and the rents, covenants and provisions hereinafter contained, the Lessor and the Lessee do hereby covenant and agree as follows:

ARTICLE 1 - DEMISE

1.01 The Lessor hereby demises and leases unto the Lessee the Lands containing approximately 3,016 square feet on the terms, conditions and covenants set forth in this Lease.

ARTICLE 2 - TERM

2.01 To have and to hold unto the Lessee from the 1st day of November, 2009, (the "Commencement Date") for and during the term of Five (5) year(s) thence ensuing, and terminating on the 31st day of October, 2014, (the "Term").

ARTICLE 3 - RENT

3.01 The Lessee shall pay to the Lessor, Rent over the whole of the Term, of **Sixty-Seven Thousand Seven Hundred Six and 60/100 dollars (\$67,706.60)**; payable monthly in advance in equal monthly installments payable at the first of each and every month during the Term of:

- Month 1 - 5: Eight Hundred Fifty-Seven and 05/100 Dollars (\$857.05);
- Month 6 - 17: One Thousand Fifty and 57/100 Dollars (\$1,050.57);
- Month 18 - 29: One Thousand One Hundred Forty-Three and 57/100 Dollars (\$1,143.57);
- Month 30 - 41: One Thousand One Hundred Seventy-One and 21/100 Dollars (\$1,171.21);
- Month 42 - 53: One Thousand Two Hundred One and 37/100 Dollars (\$1,201.37);
- Month 54 - 60: One Thousand Two Hundred Thirty One and 53/100 Dollars (\$1,231.53);

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

- Month 1 - 5: \$3.41 per square foot per year;
- Month 6 - 17: \$4.18 per square foot per year;
- Month 18 - 29: \$4.55 per square foot per year;
- Month 30 - 41: \$4.66 per square foot per year;
- Month 42 - 53: \$4.78 per square foot per year;
- Month 54 - 60: \$4.90 per square foot per year;

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

ARTICLE 4 - GENERAL COVENANTS OF LESSEE

4.01 The Lessee covenants with the Lessor:

- (a) to pay the Rent; and
- (b) to comply with all proper legal requirements affecting the Lands.

ARTICLE 5 - EVENTS OF DEFAULT

5.01 Any of the following occurrences or acts shall constitute an event of default under this Lease:

- (a) failure to pay Rent for thirty (30) days after notice in writing of such failure has been given to the Lessee by the Lessor; or
- (b) non-performance or non-observance by the Lessee of any of its other covenants, agreements or obligations hereunder for thirty (30) days after the Lessor shall have given to the Lessee notice specifying such failure.

ARTICLE 6 - COVENANTS OF LESSOR

6.01 The Lessor shall be responsible for the payment of any assessments, duties, or real property taxes that if any may be imposed by any entity having jurisdiction thereover.

6.02 The Lessee, paying the Rent hereby reserved shall and may peaceably possess and enjoy the Lands for the Term hereby granted.

ARTICLE 7 - OPTION TO RENEW - DELETED

ARTICLE 8 - RESTRICTIONS ON ASSIGNMENT

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

ARTICLE 9 - OVER-HOLDING

9.01 Any continued occupation by the Lessee of the Lands after the expiration or other termination of this Lease shall not have the effect of extending the Term or of renewing the Lease for any period of time, the whole notwithstanding any provision of law, PROVIDED, HOWEVER, that the Lessor shall have the right at its option in the event of such continued occupation by the Lessee to give to the Lessee at any time written notice that the Lessee may continue to occupy the Lands under a tenancy from month to month and otherwise under the same terms and conditions as are herein set forth.

ARTICLE 10 – MUTUAL INDEMNITY

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

ARTICLE 11 - TIME OF ESSENCE

11.01 Time is of the essence of this lease.

ARTICLE 12 - NOTICE

12.01 Any notice required or contemplated by an provision of this Lease shall be given to the Lessor at its address noted below:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, British Columbia
Canada V9T 6N2

Attn: Brenda Kallieswiebe

Telephone: (250) 757-9422

Facsimile: _____

and in the case of notice to the Lessee, to it at its address noted below:

3350 Douglas Street
Victoria, B.C. V8Z 3L1
Attention: Leasing Department
Facsimile: 250-952-8288

and mailed by certified or registered mail, certification, registration and postage prepaid. Any such notice shall be conclusively deemed to have been given on the third business date after the date of such mailing if the notice was so mailed within British Columbia. If mailed elsewhere notice shall not have been given until actually received. Such notice shall also be sufficiently given if and when the same shall be delivered, in the case of notice to the Lessee, to an executive officer of the Lessee if the Lessee is a corporation. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery. Either party may, by notice to the other, from time to time designate another address in Canada to which notices, mailed more than five (5) days thereafter, shall be addressed.

ARTICLE 13 - INSURANCE

13.01 ~~Lessor~~^{Lessee} Insurance

- ~~Lessor~~^{Lessee}
- (a) The ~~Lessor~~^{Lessee} will, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia:
- (i) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence, insuring against bodily injury, personal injury, property damage, and liability assumed under contract, covering the Lessor, those for whom the Lessor is in law responsible, and any party performing work on behalf of the Lessor. The ~~Lessee~~^{Lessee} is to be an additional insured under this insurance and this insurance will be endorsed to provide the ~~Lessee~~^{Lessee} with 30 days advance written notice of cancellation or material change. This insurance must include a cross liability clause and severability of interests clause.

Notwithstanding anything contained in this Article, so long as the Lessee in Her Majesty the Queen in Right of the Province of BC, the Lessee shall have the option to self insure for all or any of the purposes or against any perils set out in this lease.

13.02 Lessor's Insurance

(same as (a)(i) above)

On request by the Lessee, from time to time, the Lessor will deliver to the Lessee a certificate evidencing such coverage.

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

LESSOR:

Regional District of Nanaimo

By: _____
Sign, Print Name and Title
I have the authority to bind the Lessor

By: _____
Sign, Print Name and Title
I have the authority to bind the Lessor

LESSEE:

**HER MAJESTY THE QUEEN IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
by the Minister of Citizens' Services or
the Minister's authorized Representative.**

SCHEDULE "A"

| (A) ITEM | (B) To Be Provided by Lessor, Cost Included in Annual Base Rent | (C) To Be Provided by Lessor, Cost Borne by Lessee | (D) To Be Provided by Lessee, Cost Borne by Lessee | (E) Does Not Apply Or Occupant |
|---|---|---|---|---|
| CLEANING – Premises | | | | |
| Janitorial Service and Supplies | | | | X (Occupant) |
| Window Cleaning Interior | | | | X (Occupant) |
| Window Cleaning Exterior | | | | X (Occupant) |
| GROUNDS | | | | |
| Maintenance of Common Area | | | | X |
| Snow Removal | | | X | |
| Redecoration and Refurbishment of Common Area | | | | X |
| HVAC | | | | |
| Minor HVAC Repairs | | | | X |
| ELEVATOR | | | | |
| Minor Elevator Repairs | | | | X |
| ELECTRICAL | | | | |
| Lamp and Tube Replacement-Premises | | | X | |
| Lamp and Tube Replacement-Common Areas | | | | X |
| NON-ENERGY UTILITIES | | | | |
| Garbage Removal | X | | | |
| Water and Sewage | | | X | |
| Recycling Program | | | X | |
| FUELS | | | | |
| Heating and Cooling – Premises | | | | X |
| Heating and Cooling – Common Areas | | | | X |
| ELECTRICITY | | | | |
| Electricity- Premises | | | X | |
| Electricity – Common Area | | | | X |
| PARKING | | | | |
| Parking Rent | X | | | |
| INSURANCE | | | | |
| Extended Coverage Perils P.L. | X | | | |
| Tenant Improvements | | | | X |
| TAXES | | | | |
| Taxes | | | | X |
| TENANT IMPROVEMENTS | | | | |
| Tenant Improvements (Schedule G) | | | | X |
| Maintenance of Tenant Improvements | | | X | |
| MANAGEMENT AND ADMIN | | | | |
| Management and Admin | | | | X |
| SECURITY SYSTEMS | | | | |
| Building Systems – Equipment and Monitoring | | | X | |
| Premises – Equipment and Monitoring | | | X | |
| FIRE AND SAFETY | | | | |
| Building | | | X | |
| Premises | | | X | |
| OTHER | | | | |
| Annual Clean and Inspection | | | X | |

7/22/2010 L#10870
 Approved to
 Form _____

PARKING

| | |
|---|-------------|
| Available to the Tenant: 24 hours/day, 7 days/week | |
| | # of Stalls |
| Designated | |
| Random | 1 |
| Secured | |

SCHEDULE "B"

TENANT IMPROVEMENTS

The Lessee shall be permitted, at the Lessee's sole cost, subject to the Lessor's approval of plans and specifications (which approval the Lessor agrees not to unreasonably withhold or delay in giving) to perform Tenant Improvements upon the Land during the Term.

SCHEDULE "C"

ADDITIONAL CLAUSES

Newly Constructed Space

The Lessor intends on constructing a new fire hall building on the site and wishes to consolidate all existing activities on the site if possible. This may include constructing additional separate space to accommodate the vehicle and premises currently located on the site under this lease. The Lessee will assist in planning the type of space it may require in order to enable the Lessor to determine the feasibility of building appropriate space for the Lessee. The Lessee agrees to the best of its ability, that should a lease rate for a new constructed space be similar to the existing lease cost that it will enter into a lease for the constructed space for 5 years.

Termination

Notwithstanding any other provision of this Lease, either party shall have the right, on not less than nine (9) months' prior written notice to the other, to terminate this Lease. For greater certainty, if either party exercises this right to terminate, the Lessee shall have no obligation to pay Rent after the early termination date and any amounts which have been paid by the Lessee to the Lessor on account of Rent will be adjusted between the parties as soon as possible after the early termination date.