

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, JANUARY 11, 2011
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

- 3 **Gail Adrienne, Nanaimo & Area Land Trust**, re 2010 Annual Report and Request for Renewed Annual Funding.

MINUTES

- 4 - 8 Minutes of the regular Committee of the Whole meeting held November 9, 2010.

BUSINESS ARISING FROM THE MINUTES

COMMUNICATIONS/CORRESPONDENCE

- 9 **Elena Andrade**, re Petition to Support Urban Agriculture.

UNFINISHED BUSINESS

FINANCE AND INFORMATION SERVICES

FINANCE

- 10 - 13 Bylaws No. 861.03 and 1059.04 – Amend Cost Apportionment Provisions for the Northern and Southern Community Recreation Services.

- 14 - 18 Proposed Cell Tower on Greater Nanaimo Wastewater Treatment Plant Lands.

DEVELOPMENT SERVICES

BUILDING & BYLAW

- 19 - 50 District of Lantzville Service Agreements – 2011/2012.

PLANNING

51 - 54 Ministerial Approval of Official Community Plans and Regulatory Bylaws.

RECREATION AND PARKS SERVICES

PARKS

55 - 66 Area 'H' Community Parks - Lighthouse Community Centre Lease Agreement.

REGIONAL AND COMMUNITY UTILITIES

WATER

67 - 121 Drinking Water & Watershed Protection – Watershed Snapshot Report 2010.

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

122 - 133 Minutes of the District 69 Recreation Commission meeting held December 16, 2010.
(for information)

That the following recommendation be forwarded to the Board for consideration at the 2011 budget deliberations:

That the Board support increasing the service funding to the Arrowsmith Community Enhancement Society from \$28,000 to a maximum of \$44,000.

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

BOARD INFORMATION (Separate enclosure on blue paper)

ADJOURNMENT

IN CAMERA

From: Gail Adrienne [mailto:gail@nalt.bc.ca]
Sent: Friday, December 03, 2010 12:24 PM
To: Armstrong, Jane
Subject: Delegation - Jan 11th CoW

Hello Jane,
NALT would like to be on the agenda as a presentation to the RDN Board meeting on January 11th. We will use this time to make our annual report to the Board and request renewed operational funding for 2011.
Please confirm that we are on the agenda/ Thank you

Gail Adrienne
Executive Director
Nanaimo & Area Land Trust (NALT)
(250) 714-1990



Please consider the environment before printing this email.

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, NOVEMBER 9, 2010 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
Alternate	
Director F. Van Eynde	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Alternate	
Director C. Burger	City of Parksville
Director T. Westbrook	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Alternate	
Director M. Unger	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director B. Holdom	City of Nanaimo
Director L. Sherry	City of Nanaimo

Also in Attendance:

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

CALL TO ORDER

The Chairperson welcomed Alternate Directors Van Eynde, Burger, and Unger to the meeting.

MINUTES

MOVED Director Bartram, SECONDED Director Sherry, that the minutes of the regular Committee of the Whole meeting held October 12, 2010 be adopted.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Operating Results for the Period Ending September 30, 2010.

MOVED Director Johnstone, SECONDED Director Burnett, that the summary report of financial results from operations to September 30, 2010 be received for information.

CARRIED

Resolution to Close Unused Borrowing Authorities Established Under Bylaws No. 1313, 1365, 1392, 1476, 1480 & 1486.

MOVED Director Burger, SECONDED Director Bartram, that the Municipal Finance Authority be advised that the following loan authorizations may be permanently closed:

- Bylaw 1313/1365 District 69 Arena
- Bylaw 1486/1392 Barclay Crescent Sewer
- Bylaw 1480/1476 Regional Parks & Trail

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

Property Maintenance Contravention Update – 225 DeCourcy Drive – Area ‘B’.

MOVED Director Rudischer, SECONDED Director Haime, that the Board receive this report on the outcome of the unsightly premises clean-up Resolution for information.

CARRIED

Property Maintenance Contravention Update – 2307 Gould Road West – Area ‘A’.

MOVED Director Burnett, SECONDED Director Johnstone, that the Board receive this report on the outcome of the unsightly premises clean-up Resolution for information.

CARRIED

REGIONAL AND COMMUNITY UTILITIES

WASTEWATER

Northern Community Sewer Service – Award of Centrifuge Tender & Release of DCC Funds for Dewatering Upgrade Project.

MOVED Director Westbrook, SECONDED Director Van Eynde, that Maple Reinders Inc. be awarded a contract for the centrifuge installation for the tendered price of \$174,000.

CARRIED

MOVED Director Westbrook, SECONDED Director Van Eynde, that Northern Community Development Cost Charge funds in the amount of \$715,430 be approved as a source of funds for the French Creek Pollution Control Centre Dewatering upgrade project.

CARRIED

WATER

San Pareil Water Service - Infrastructure Improvements.

MOVED Director Westbrook, SECONDED Director Bartram, that the Board approve the review and confirmation of the pre-design estimates and direct staff, if the review is favourable, to proceed with the development of a petition to establish borrowing authority for the works and costs of improvements to the San Pareil Water Service Area.

CARRIED

Nanoose Bay Peninsula Water Service – Proposed Treatment Plant.

This issue has been deferred back to staff.

COMMISSION, ADVISORY & SELECT COMMITTEE

District 69 Recreation Commission.

MOVED Director Van Eynde, SECONDED Director Westbrook, that the minutes of the District 69 Recreation Commission meeting held October 21, 2010 be received for information.

CARRIED

District 69 Youth Grants

MOVED Director Van Eynde, SECONDED Director Bartram, that the following Youth Grants be approved:

Community Group	Amount Recommended
Arrowsmith Community Enhancement Society (musical instruments)	\$ 2,500
Associated Family & Community Support Services (Ballenas Girls' Group)	\$ 1,080
Bard to Broadway (Oceanside Show Choir)	\$ 1,585
Family Resource Assn. - District 69 (youth floor hockey program)	\$ 2,500
Oceanside Kidfest Society (youth activity)	\$ 1,750
Oceanside Minor Baseball (pitching screens)	\$ 2,117
Ravensong Aquatic Club (pool rental)	\$ 4,500
Rough Diamonds Creative Arts Society (film editing software and sound equipment)	\$ 800

CARRIED

District 69 Recreation Grants

MOVED Director Van Eynde, SECONDED Director Bartram, that the following Community Grants be approved:

Community Group	Amount Recommended
Oceanside Building Learning Together (Dad's Night Skating)	\$ 475
Parksville & District Musical Association (Striking a Chord public music program)	\$ 1,450
Qualicum Bay Lions (garbage can for ball field)	\$ 600

CARRIED

MOVED Director Van Eynde, SECONDED Director Bartram, that the Healthy Choices Philosophy and Guiding Principles and implementation chart be approved for implementation by the Recreation and Parks Department as of October 21, 2010.

CARRIED

MOVED Director Van Eynde, SECONDED Director Bartram, that the Youth Recreation Strategic Plan be adopted as a guiding document for implementation in 2011-2016 with impacts to the budget being presented each year during the annual budget process.

CARRIED

MOVED Director Van Eynde, SECONDED Director Bartram, that correspondence from S. Stahley, Arrowsmith Community Enhancement Society, re: ACES/RDN Contract Renewal Review Arrowsmith Community Activity Coordinator (ACAC) Position and Function be referred back to staff to investigate the five proposals stated in the letter, the budget impact of the proposals, the philosophy and how the proposals would fit with current programming.

CARRIED

Nanoose Bay Parks and Open Space Advisory Committee.

MOVED Director Van Eynde, SECONDED Director Bartram, that the minutes of the Nanoose Bay Parks and Open Space Advisory Committee meeting held October 4, 2010 be received for information.

CARRIED

MOVED Director Van Eynde, SECONDED Director Bartram, that the Regional District consider participation in a joint survey with the Arrowsmith Parks and Land Use Council to establish opinions regarding the Fairwinds Development Proposal.

DEFEATED

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

MOVED Director Biggemann, SECONDED Director Bartram, that the minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held October 18, 2010 be received for information.

CARRIED

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

MOVED Director Bartram, SECONDED Director Burnett, that the minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held October 4, 2010 be received for information.

CARRIED

Regional Parks & Trails Advisory Committee.

MOVED Director Van Eynde, SECONDED Director Ruttan, that the minutes of the Regional Parks & Trails Advisory Committee meeting held October 5, 2010 be received for information.

CARRIED

District 69 Community Justice Select Committee.

MOVED Director Biggemann, SECONDED Director Bartram, that the minutes of the District 69 Community Justice Select Committee meeting held October 27, 2010 be received for information.

CARRIED

MOVED Director Biggemann, SECONDED Director Bartram, that the 2011 requisition for funding to support the Oceanside Victim Services and Restorative Justice Programs remain the same as in 2010 (\$77,500).

CARRIED

MOVED Director Biggemann, SECONDED Director Bartram, that a 2011 grant in the amount of \$8,328 for the Citizens on Patrol Society, District 69, be approved.

CARRIED

Regional Hospital District Select Committee.

MOVED Director Westbrook, SECONDED Director Bartram, that the minutes of the Regional Hospital District Select Committee meeting held October 26, 2010 be received for information.

CARRIED

MOVED Director Westbrook, SECONDED Director Bartram, that a Regional Hospital District provisional budget be approved with the following components:

Property tax requisition	\$ 6,420,840
Capital grant allowance	\$ 3,343,745

CARRIED

MOVED Director Westbrook, SECONDED Director Bartram, that the 2011 to 2015 five year projections, including 2% annual property tax increases be approved in principle.

CARRIED

BOARD INFORMATION

RCMP Police Costs and Accountability.

MOVED Director Bartram, SECONDED Director Burger, that correspondence be sent to the local Member of Parliament, Federal Minister of Public Safety, Honourable Vic Toews, and the Federal President of Treasury Board, Honourable Stockwell Day, regarding local government concerns for the need for financial accountability and the need to develop an effective partnership in the development of police services.

CARRIED

ADJOURNMENT

MOVED Director Burnett, SECONDED Director Ruttan, that this meeting terminate.

CARRIED

TIME: 7:11 PM

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

PETITION COVER PAGE

First page of petition - attach additional pages as required.

To: All elected officials within the Regional District of Nanaimo

We the undersigned electors of the RDN, request that each jurisdiction within the RDN take immediate action to:

- 1) include support for urban agriculture within municipal boundaries;
 - 2) ensure that by-laws are so worded as to enable the growing of food crops by property owners and authorized tenants for personal use, sharing and sale;
- for the following reasons:

- 1) to provide maximum opportunity for citizens to replace with healthy, locally-grown foods the ultra-processed foods lacking nutritive value which dominate our food retail systems;
- 2) to enshrine the right to grow, share and sell healthy and nutritious food where we live; and
- 3) to enable the RDN to join the growing number of municipal authorities moving to support urban agriculture.

As the initiator of this petition, my name is Elena Andrade
and I can be contacted at 250-591-3017

for further information in relation to this matter.

Name	Address	Signature
Elena Andrade	303-347 Seventh St. V9R 1E3	EAndrade
Nalorie Lagos	304-347 Seventh St V9R 1E3	Nalorie Lagos
Shirley Rigg	202-347 Seventh St V9R 1E3	Shirley Rigg
Andrew Rigg	201-347 Seventh St. V9R 1E3	Andrew Rigg
ISAIAH Rigg	202-347 Seventh St V9R 1E3	ISAIAH Rigg
Sharon Fulton	211-347 Seventh St V9R 1E3	Sharon Fulton
J RYAN GUNNETT	304 347 Seventh St V9R 1E3	J Ryan Gunnnett
Bill Woodward	310 347 Seventh St V9R 1E3	Bill Woodward
Tore Thibber	308-347 Seventh St V9R 1E3	Tore Thibber
ROSALIND MCKEN	216 309 "	Rosalind McKen
[REDACTED]	[REDACTED]	[REDACTED]
DAVID WESTON	301-347 SEVENTH ST V9R 1E3	David Weston
Ron Walmick	310-347 Seventh St V9R 1E3	Ron Walmick
KATHRYN HAZEL	210-347 SEVENTH ST. V9R 1E3	Kathryn Hazel
Doris Jensen	204 347 Seventh St V9R 1E3	Doris Jensen
KAJ JENSEN	- - - - -	Kaj Jensen
Anna Decelle	209 Craig St Nanaimo	Anna Decelle
Francis de Souza	623 Kennedy St Nanaimo	Francis de Souza
MARIE ANNE	347 Seventh St, Nanaimo	Marie Anne
Kara Brunst	*208-317 Seventh St Nanaimo	Kara Brunst
Shawna Green	203-347 Seventh St Nanaimo V9R 1E3	Shawna Green
Kyle Austrom	201-347-7th St Nanaimo "	Kyle Austrom
John Carver	102-347-7th St Nanaimo	John Carver
Howard Brown	201 317 7th St Nanaimo	Howard Brown
NORAH FURREST	126 Pacific Ave Nanaimo	Norah Furrest

TO: Carol Mason
Chief Administrative Officer

DATE: December 2, 2010

FROM: Nancy Avery
General Manager, Finance & Information Services

File:

SUBJECT: Southern and Northern Community Recreation Services – Bylaws to Amend the Apportionment of Costs Through usage surveys (Bylaws 1059.04 and 861.03)

PURPOSE:

To introduce for three readings bylaw amendments to incorporate averaging of usage survey data with respect to cost sharing in sportsfields and recreation facilities.

BACKGROUND:

At its meeting held November 23, 2010 the Board approved a recommendation associated with the renewal of cost sharing agreements between the Regional District and the municipalities of Nanaimo, Parksville and Qualicum Beach, which would apply the average of three cycles of usage survey data for the purposes of apportioning costs among the participants to those agreements.

Under the Southern Recreation Service, Nanaimo, Lantzville and Electoral Areas A, B and C share in the costs of municipally based recreation facilities and a combination of municipal and rural sportsfields.

Under the Northern Community Recreation Service, Parksville, Qualicum Beach and Electoral Areas E, F, G and H share in the operating costs of sportsfields located in Parksville and Qualicum Beach.

The change in the method of applying survey data to the cost sharing agreement is intended to reduce the observed volatility which has occurred since the cost sharing agreements were created in 2000/2001.

ALTERNATIVES:

1. Approve the bylaws as presented.
2. Make no changes to the bylaws.

FINANCIAL IMPLICATIONS:

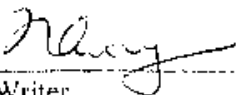
The specific financial implications were described in the November 23rd report. As noted above, the change in the method of applying survey data to the cost sharing agreement is intended to reduce the observed volatility which has occurred since the cost sharing agreements were created in 2000/2001.

SUMMARY/CONCLUSIONS:

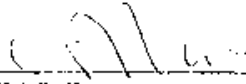
At its meeting held November 23, 2010 the Board approved a recommendation that cost sharing agreements for recreation facilities and sportsfields in the Southern and Northern Community Recreation Services be amended to apply the average of three cycles of usage survey data for the purposes of apportioning costs among the participants to those agreements. Bylaw No. 1059.04 (Southern Community) and Bylaw No. 861.03 (Northern Community) are presented to make the appropriate amendments to the establishing bylaws.

RECOMMENDATIONS:

1. That "Southern Community Recreation Service Amendment Bylaw No. 1059.04, 2011" be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.
2. That "Northern Community Recreation Service Amendment Bylaw No. 861.03, 2011" be introduced for three readings and be forwarded to the Inspector of Municipalities for approval.



Report Writer



CAO Concurrance

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 861.03

**A BYLAW TO AMEND THE APPORTIONMENT OF COSTS IN THE
NORTHERN COMMUNITY RECREATION SERVICE**

WHEREAS the Regional District of Nanaimo established the Northern Community Recreation Service pursuant to Bylaw No. 861 cited as "Northern Community Recreation Service Establishment Bylaw No. 861, 1992";

AND WHEREAS the Board of the Regional District of Nanaimo wishes to amend the apportionment formula for the service to incorporate the averaging of usage survey data over a period of time;

AND WHEREAS the Board of the Regional District of Nanaimo has obtained the consent of 2/3 of the participants pursuant to Section 802(1)(b) of the *Local Government Act*;

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

1. Amendment

That "Northern Community Recreation Service Establishment Bylaw No. 861, 1992" be amended as follows:

By deleting Section 7 and replacing it with the following:

7. Apportionment

The annual costs of the service shall be apportioned among the participating areas as follows:

- i. The annual cost of operations and maintenance of sportsfields shall be apportioned among Electoral Areas E, F, G and H on the basis of a three year moving average of percentages established by a survey of usage of sportsfields.
- ii. The remainder of annual costs not included in paragraph (a), after deducting all sources of revenues, shall be apportioned among all the participating areas on the basis of the converted values for land and improvements for hospital purposes.

2. Citation

This bylaw may be cited as the "Northern Community Recreation Service Amendment Bylaw No. 861.03, 2011".

Introduced and read three times this 25th day of January, 2011.

Received the approval of the Inspector of Municipalities this day of , 2011.

Adopted this day of , 2011.

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1059.04

**A BYLAW TO AMEND THE APPORTIONMENT OF COSTS WITHIN
THE SOUTHERN COMMUNITY RECREATION SERVICE**

WHEREAS the Regional District of Nanaimo established the Southern Community Recreation Local Service Area pursuant to Bylaw No. 1059 cited as "Southern Community Recreation Local Service Area Bylaw No.1059, 1996";

AND WHEREAS the Board of the Regional District of Nanaimo wishes to amend the apportionment formula for the service to incorporate the averaging of usage survey data over a period of time;

AND WHEREAS the Board of the Regional District of Nanaimo has obtained the consent of 2/3 of the participants pursuant to Section 802(1)(b) of the *Local Government Act*;

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

1. Amendment

That "Southern Community Recreation Local Service Area Bylaw No. 1059, 1996" is amended as follows:

(a) By deleting Section 6 and replacing it with the following:

6. The annual cost of the service shall be apportioned among the participating areas on the basis of a three year moving average of percentages established by a survey of usage of sportsfields and recreation facilities.

(b) By removing the word "local" from wherever it appears in the bylaw.

2. Citation

This bylaw may be cited as the "Southern Community Recreation Service Amendment Bylaw No. 1059.04, 2011".

Introduced and read three times this 25th day of January, 2011.

Received the approval of the Inspector of Municipalities this day of , 2011.

Adopted this day of , 2011.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



RDN REPORT	✓
DATE	Jan. 11/2011

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: December 30, 2010

FROM: Nancy Avery
General Manager, Finance & Information Services

File:

SUBJECT: Cell tower proposal at Greater Nanaimo Wastewater Treatment Plant location

PURPOSE:

To provide an update regarding an offer to locate a cell tower at the Greater Nanaimo Wastewater Treatment plant location on Hammond Bay Rd., in the City of Nanaimo.

BACKGROUND:

In September 2009 a staff report discussed two unsolicited offers which had been received to locate a cell tower at the Regional District's property at 4600 Hammond Bay Rd. in the City of Nanaimo. The Board requested information on the implications of a competitive process and following a further staff report in March of this year, authorized staff to negotiate directly with Cascadia Tower, an independent cellular tower provider. Direct negotiations were approved because at the time it was staff's understanding that there was no significant competitive market for this type of facility and there had been no interest shown by vendors other than Telus and Cascadia tower to that date.

Upon seeking legal advice regarding Cascadia's proposed license of use, it came to light that the *Local Government Act* requires Regional Districts to publicly advertise the potential disposition of land or a right in land. Staff were advised, that the notice of disposition did not constitute a competitive process, but did permit the Regional District to accept alternative proposals if they were deemed to meet or exceed the terms described in the notice. A copy of the notice is attached for information. Cascadia was also advised of the notice process.

Telus subsequently responded to the notice with an offer substantially higher than their initial proposal as well as substantially higher than the Cascadia proposal. Telus has obtained a commitment to co-locate on the tower from Rogers Communications, with the two carriers representing over 90% of the customers in the area. Cascadia was advised of the Telus proposal and has decided to make no further adjustments to its offer.

This report is intended to outline the Telus offer and seek Board authorization to conclude negotiations with Telus.

ALTERNATIVES:

1. Authorize staff to conclude an agreement with Telus to locate a cell tower at 4600 Hammond Bay Rd., Nanaimo as outlined in this report.

2. Recommend other terms and authorize staff to conclude an agreement with Telus to locate a cell tower at 4600 Hammond Bay Rd., Nanaimo.
3. Take no further action at this time.

FINANCIAL IMPLICATIONS:

Alternative 1

Telus has responded in the affirmative to all of the terms outlined on the attached notice and has offered a rental rate of \$24,500 for each of the first five years of the agreement. This results in \$10,000 more in annual rent than offered by Cascadia and is due largely to the commitment of Rogers as a co-locator on the tower.

Alternative 2

Staff have no further recommendations regarding the terms of an agreement and based on Telus' offer, recommend proceeding to conclude an agreement with Telus.

OTHER IMPLICATIONS:

Telus has requested that the Regional District consider permitting them to erect a green painted, standard monopole tower rather than the monopine tower which was proposed by Cascadia. An illustration of the monopine tower as viewed from the residential hillside across from the plant is attached for reference. One of the attractions of the Cascadia offer was the monopine design which, while not confirmed by any public opinion process at this time, appears to be somewhat less intrusive than a typical cell tower.

Monopine design towers are considerably more expensive than a standard monopole tower and Telus is somewhat concerned that this tower choice could set a significant precedent for their own and other companies who have a large national presence in the cellular field. In other words, if the monopine choice became the preferred design for urban locations, it could potentially add to the cost structure for all cellular customers.

PUBLIC CONSULTATION:

By responding to the notice Telus has agreed to undertake a consultation process which exceeds the Industry Canada default requirements. Statutory notification will extend to a radius of approximately 500 feet or a distance which will capture most properties which may be affected by the view of the tower. Persons having concerns must respond in writing within 30 days, with Telus responding to those concerns in writing within 60 days and the initiator of the concern having a final 21 days to respond. The Regional District as the landowner will receive a copy of all correspondence and comments on the proposal, however, the consultation process will be carried out solely by Telus as the proponent. Under normal circumstances, Industry Canada would evaluate the information and if Telus has complied with the requirements the tower can be erected. Telus has been advised that the Regional District retains the right to decline to proceed if it considers that Telus cannot satisfactorily resolve any significant public concerns about the tower. Staff has also recommended a public information meeting to allow residents an opportunity to discuss the proposal with Telus in a more focused forum. This will be evaluated in more detail once the consultation process has begun.

With respect to the monopole versus monopine tower choice, Telus has requested an opportunity to present both options to the public for feedback on the preferred choice. Staff recommend concurrence with this approach.

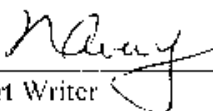
SUMMARY/CONCLUSIONS:

During a legal review of a proposed license with Cascadia Tower to site a cell tower at the Regional District's property at 4600 Hammond Bay Rd. in the City of Nanaimo, it was identified that there is a statutory requirement for Regional Districts to publicly advertise opportunities related to a disposition of land or a right in land. In response to the subsequent statutory notification, Telus submitted a proposal which offers \$24,500 as annual rent for the first five years, a rate higher than the \$14,000 offered by Cascadia. The additional revenue is due to a commitment on the part of Rogers Communications to co-locate on the tower. The two carriers represent approximately 90% of the cellular customers in this area.

Telus has agreed to the same terms and conditions of use for the site, but is seeking some flexibility with respect to the tower design. Telus would prefer to install a painted monopole tower rather than a monopine tower. Monopine towers are considerably more expensive than standard towers and the concern expressed was the potential precedent for urban areas elsewhere across the country, leading to overall increased costs which are passed on to the consumer. Telus has requested an opportunity to present both options to the public for feedback on the preferred choice. If the Board supports this approach, Telus would proceed to carry out a public consultation and notification process as outlined in this report.

RECOMMENDATIONS:

1. That staff be authorized to conclude an agreement with Telus to locate a cell tower at 4600 Hammond Bay Rd. as outlined in this report subject to the results of the public consultation process.
2. That Telus be advised that the Board agrees that Telus may include descriptions and illustrations of the monopole and monopine tower options in its public consultation materials in order to seek feedback on the preferred option.


Report Writer


CAO Concurrence



8 Simulation View from 4082 Gulf View Road



10 Simulation View from 4178 Gulf View Road

✓ Jan 11 11

MEMORANDUM

TO: Paul Thorkelsson
General Manager, Development Services

DATE: December 21, 2010

FROM: Tom Armet, Manager
Building, Bylaw & Emergency Planning Services

FILE: 0470 20 LANT

SUBJECT: District of Lantzville Service Agreements 2011/2012

PURPOSE

To consider the 2011/2012 service agreements between the Regional District of Nanaimo (RDN) and the District of Lantzville as requested by the District of Lantzville.

BACKGROUND

Section 176(1)(b) and 837 of the *Local Government Act* allows a Regional District to enter into an agreement with a municipality to provide a work or service that is within the powers of a municipality. The Regional District has been providing contract services to Lantzville in a number of areas since the incorporation of the municipality in 2003. The District of Lantzville has requested that the Regional District continue to provide contract services in support of the functions listed below for a two year period (see Attachment No. 1).

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

In previous years, separate agreements were in place for the services as noted above. Staff is proposing, with the concurrence of the District of Lantzville CAO, to consolidate and streamline the agreements to better reflect the current service level requirements of Lantzville. The noise regulation, unsightly premises and nuisance control agreements are merged into the Bylaw Enforcement agreement. The GIS, mapping and house numbering services are now combined into an Administrative Services agreement.

Pursuant to the service agreements, staff resources will be allocated to administer and enforce the designated bylaws and provide the specified services to the District of Lantzville. To continue providing these services, it is proposed that the following service agreements (see agreements under Attachment No. 2) be approved for a period of two years beginning January 1, 2011 and ending December 31, 2012:

- Administrative Services
- Building Inspection
- Emergency Planning
- Animal Control Services
- Bylaw Enforcement

ALTERNATIVES

1. Approve the service agreements between the Regional District of Nanaimo and the District of Lantzville.
2. Not enter into service agreements with the District of Lantzville.

FINANCIAL IMPLICATIONS

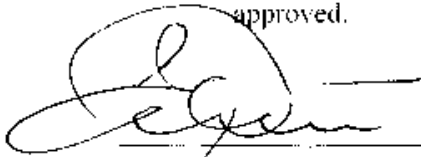
Service agreements are being proposed that will maintain a contractual relationship between the RDN and District of Lantzville to provide specific services and enforce designated bylaws within the incorporated boundaries of the District of Lantzville until the end of 2012. Each service agreement provides a cost recovery mechanism consistent with the assessed value (property) formulas used in establishing the cost of delivering the services in the Electoral Areas. Current RDN resource levels are sufficient to deliver the services and the related costs and revenues are factored into the 2011 budget.

CONCLUSION

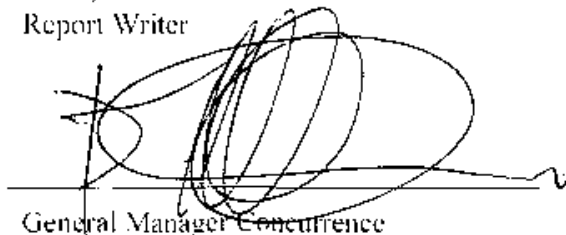
As permitted by the *Local Government Act*, the District of Lantzville is requesting that the Regional District of Nanaimo continue to provide Administrative (GIS/Mapping and House Numbering), Animal Control, Building Inspection, Bylaw Enforcement and Emergency Planning services on behalf of the municipality. Staff is recommending that the Board approve the attached agreements for the delivery of these services for a 2 year term.

RECOMMENDATIONS

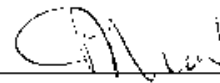
1. That the Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Administrative Services beginning January 1, 2011 and ending December 31, 2012, be approved.
2. That the Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Animal Control beginning January 1, 2011 and ending December 31, 2012, be approved.
3. That the Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Building Inspection beginning January 1, 2011 and ending December 31, 2012, be approved.
4. That the Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Emergency Planning beginning January 1, 2011 and ending December 31, 2012, be approved.
5. That the Service Agreement between the Regional District of Nanaimo and the District of Lantzville for Bylaw Enforcement beginning January 1, 2011 and ending December 31, 2012, be approved.



Report Writer



General Manager Concurrence



CAO Concurrence

ATTACHMENT NO. 1



District of Lantzville

Incorporated June 2003

December 16, 2008

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

Attention: Maureen Pearce, Senior Manager of Corporate Administration

Dear Ms. Pearce

Re: Request to Renew Service Agreements

Further to my letter of October 28th, 2008 and the District's discussions with Carol Mason and Paul Thorkelsson in November regarding renewal of the Regional District of Nanaimo and the District of Lantzville service agreements, please accept this letter as a formal request to amend the term of the agreements listed below to a two-year term commencing January 1st, 2009 and terminating December 31st, 2010. The lengthier term would assist both the District and the Region in planning their yearly budget and staffing needs.

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

Thank you for considering this request.

Yours truly

A handwritten signature in black ink that reads "Donna Smith".

**Donna Smith
Deputy Director of Corporate Administration
District of Lantzville**

File: 2240-20-01
G: Corr/08/rdn-agreementrenewals_2yr
C: T. L. Graft, CAO, District of Lantzville
E. Mason, CAO, Regional District of Nanaimo
P. Thorkelsson, General Manager, Development Services
T. Armet, Manager, Building & Bylaw Services, Regional District of Nanaimo

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

ATTACHMENT NO. 2

ADMINISTRATIVE SERVICES

THIS AGREEMENT made on the ____ day of _____ 2011.

BETWEEN:

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

(hereinafter called "RDN")

OF THE FIRST PART

AND:

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

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

- A. The Lantzville Letters Patent and the RDN Supplementary Letters Patent, referred to the transferred jurisdiction for management of development within Lantzville from RDN to Lantzville;
- B. RDN, under Section 176(1)(b) and 837 of the Local Government Act, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- C. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, established a contract between Lantzville and RDN whereby RDN administers Bylaws and services outlined herein, in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent and the parties wish to continue this contract.

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

1. Term

This Agreement is for a term commencing on the 1st day of January 2011 and terminating the 31st day of December 2012.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2012 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by the RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on the 31st day of December 2012.

4. RDN Covenants

RDN shall:

- (a) provide all GIS and mapping services from its offices at 6300 Hammond Bay Road, Nanaimo including:
 - Production of plot plans and location maps;
 - Production and sale of maps for the general public from the Regional District's office;
 - Production and maintenance of interactive Web Map;
 - Provision of mapping advice/information;
 - Maintenance and revisions of Legal Cadastral Base, Official Community Plan, Zoning, ALR, and House Number maps and data;
- (b) provide a reasonable number of maps to be sold to the general public from the District of Lantzville offices.
- (c) receive and retain all monies from sales of maps, photocopies and documents for the general public;
- (d) assign house numbers, maintain records and notify, British Columbia Assessment Authority, Telus Address Control Department, Lantzville emergency services and other emergency service providers of changes and additions to house numbering records;
- (e) provide all services to Lantzville in a competent, careful and professional manner equivalent to the standard of services provided by RDN within the Electoral Areas;
- (f) designate the General Manager Finance and Information Services, subject to direction by the RDN Board, as the primary contact with Lantzville, with respect to the Services;

5. Lantzville Covenants

Lantzville shall:

- (a) pay to RDN in consideration of the performance by RDN of the Services, amounts calculated in accordance with Schedule 'A' attached hereto;
- (b) pay to RDN the specified amount calculated under clause (a) at the same time as it remits the Regional District's annual requisition;

6. Additional Services

Despite the level of service agreed to in Section 4, Lantzville may request that RDN provide additional services subject to terms, and consideration agreed to by Lantzville and RDN, including, but not limited to, custom mapping services for special projects or production of retail maps in significant quantities.

7. Indemnity

Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by RDN; and
- (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

8. Insurance

Lantzville shall:

- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 7 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
- (b) the policy of insurance under clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and
- (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

9. Limits on Liability

Lantzville and RDN acknowledge and agree that:

- (a) RDN is liable only for Services rendered by RDN in a negligent manner or for advice negligently given; and
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

10. Binding Effect

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of)
REGIONAL DISTRICT OF NANAIMO)
was affixed hereto in the)
presence of:)
)
)
)
)
)
)
_____)

Chairperson)
)
)
)
)
_____)

Senior Manager, Corporate Administration

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

Mayor)
)
)
)
)
_____)

Chief Administrative Officer)

Schedule 'A'

- 1). With respect to House Numbering, the amount payable by the District of Lantzville shall be calculated as if the District were a participant in the Service.
- 2). With respect to GIS/Mapping services, the amount payable by the District of Lantzville shall be calculated by applying the residential rate per thousand calculated for the participants in the service, to the converted values of land and improvements for the District of Lantzville as shown on the BC Assessment Authority Statutory Report RG734.

The residential rate for GIS/Mapping services shall be calculated as follows:

The budgeted expenditures for the year divided by the total converted values for land and improvements of all participants in the General Administration Service (including the District of Lantzville), applied to the converted values of the District of Lantzville as reported on the BC Assessment Statutory Report RG734.

ANIMAL CONTROL SERVICES

THIS AGREEMENT made as at the ____ day of _____ 2011.

BETWEEN:

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

(hereinafter called "RDN")

OF THE FIRST PART

AND:

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

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

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

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

I. Term

This Agreement is for a term commencing on the 1st day of January 2011 and terminating the 31st day of December 2012.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2012 if it wishes to renew this Agreement for a further period and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to RDN of renewal pursuant to Section 2 of this Agreement the services provided under it shall terminate on December 31st, 2012.

4. RDN Covenants

RDN shall:

- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
- (b) administer and enforce the Bylaws shown on Schedule 'A' attached hereto, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
- (c) administer any animal control agreement or service contract related to animal control services;
- (d) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of Services provided by RDN within Electoral Areas;
- (e) designate the General Manager Development Services, subject to direction by RDN Board, as the primary contact with the District of Lantzville, with respect to the Services.

5. Lantzville Covenants

Lantzville shall:

- (a) pay to RDN in consideration of the performance by RDN of the Services, the pro rata share of the cost of the service based on the converted assessments as shared among Regional District of Nanaimo Electoral Areas 'A', 'B', 'C' and the District of Lantzville.
- (b) pay to RDN the specified amount calculated under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN, and:

(c) appoint those persons designated by RDN to enforce the Bylaws as authorized officers.

6. Indemnity

Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

(a) the provision of the Services by RDN; and,

(b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

7. Insurance

Lantzville shall:

(a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;

(b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,

(c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and RDN acknowledge and agree that:

(a) RDN is liable only for Services rendered by RDN in a negligent manner or for advice negligently given; and,

(b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

9. Binding Effect

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of)
REGIONAL DISTRICT OF NANAIMO)
was affixed hereto in the)
presence of:)

Chairperson)

Senior Manager, Corporate Administration)

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

Mayor)

Chief Administrative Officer)

Schedule 'A'

Bylaw No.	Date of Adoption	Citation
1066	March 11, 1997	Animal Control Regulatory Bylaw No. 1066, 1996
1418	May 24, 2005	Bylaw Enforcement Ticket Regulation Bylaw No. 1418, 2005

BUILDING INSPECTION

THIS AGREEMENT made as at the ___ day of _____ 2011,

BETWEEN:

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

(hereinafter called "RDN")

OF THE FIRST PART

AND:

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

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

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

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

1. Term

This Agreement is for a term commencing on the 1st day of January 2011 and terminating the 31st day of December 2012.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2012 if it wishes to renew this Agreement for a further period and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to the RDN of renewal pursuant to Section 2 of this Agreement then the services provided under it shall terminate on December 31st, 2012. On termination of this Agreement, RDN shall turn over responsibility for the completion of all active building permit files ("active permits") to Lantzville on the following terms and conditions:

- (a) Lantzville shall cause its Building Inspector to review all applications in respect of active permits to confirm that the plans comply with the Building Code and shall not rely upon the issuance of a building permit by the RDN as representation of such compliance;
- (b) RDN shall deliver to Lantzville 40% of the permit fee where the permit has been issued but no inspections have yet been carried out; and
- (c) RDN shall deliver to Lantzville 20% of the permit fee where framing inspections have been completed; and,
- (d) Lantzville shall release and save harmless the RDN, its agents and employees from and against any claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of any claim in relation to any Active Permit.

4. RDN Covenants

RDN shall:

- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
- (b) administer and enforce the Bylaws as shown on Schedule 'A' attached hereto, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
- (c) provide all Services to Lantzville in a competent, careful and professional manner equivalent to the standard of Services provided by the RDN within the Electoral Areas;
- (d) designate the General Manager Development Services, subject to direction by the RDN Board, as the primary contact with the District of Lantzville, with respect to the Services;

5. Lantzville Covenants

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by RDN of the Services, the cost of the Services in an amount calculated by multiplying the rate per thousand payable by the Electoral Areas for Building Policy and Advice Administration times the converted values of the District of Lantzville reported to the RDN on the BC Assessment Statutory Report RG734.
- (b) pay to the RDN the specified amount under clause (a) at the same time as it remits the Regional District's annual requisition.
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN;

(e) appoint those persons designated by RDN to enforce the Bylaws as authorized officers.

6. Indemnity

Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by RDN;
- (b) the provision of the Building Inspection Services by the RDN when interpreting and administering the bylaws, and exercise the powers contained within the bylaws for and on behalf of Lantzville as it relates to Building Inspection; and,
- (c) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

7. Insurance

Lantzville shall:

- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
- (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
- (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and RDN acknowledge and agree that:

- (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and,
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

9. Binding Effect

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of)
REGIONAL DISTRICT OF NANAIMO)
was affixed hereto in the)
presence of:)
)
)
)
)
_____)

Chairperson)
)
)
_____)

Senior Manager, Corporate Administration)

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

Mayor)
)
)
_____)

Chief Administrative Officer)

Schedule 'A'

Bylaw No.	Date of Adoption	Citation
1250	June 22, 2010	RDN Building Regulations Bylaw No. 1250, 2010
1595	June 22, 2010	RDN Building Regulations Fees and Charges Bylaw No. 1595, 2010
1469	March 28, 2006	RDN Floodplain Management Bylaw No. 1469, 2006
1418	May 24, 2005	Bylaw Enforcement Ticket Regulation Bylaw No. 1418, 2005

EMERGENCY PLANNING SERVICES

THIS AGREEMENT is dated for reference on the ___ day of _____, 2011.

BETWEEN:

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

(hereinafter called "RDN")

OF THE FIRST PART

AND:

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

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS

- D. The Lantzville Letters Patent and the RDN Supplementary Letters Patent, referred to the transferred jurisdiction for management of development within Lantzville from RDN to Lantzville;
- E. RDN, under Section 176(1)(b) and 837 of the Local Government Act, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- F. Letters Patent incorporating Lantzville and Supplementary Letters patent issued to RDN, both under Order in Council No. 0369, 3rd of April, 2003, established a contract between Lantzville and RDN whereby RDN administers Bylaws and services outlined herein, in force and effect at the time of incorporation of Lantzville, within and on behalf of Lantzville, as described in Section 14.2 of the Lantzville Letters Patent and the parties wish to continue this contract.

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

DEFINITIONS

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, 2011.

"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'.

"Operational Equipment and Supplies" means those items set out in Schedule 'B'.

"Service Fee" means the service fee calculation as set out in Section 6(a) of this Agreement.

1. Term

This agreement is for a two (2) year term commencing on the 1st day of January 2011 and terminating on the 31st day of December, 2012.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2012 if it wishes to renew this Agreement for a further year and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by the RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on the 31st day of December 2012.

4. RDN Covenants

The RDN shall:

- (a) provide Emergency Planning and Response Services to Lantzville, as outlined in Section 1 of Schedule 'A' attached hereto.
- (b) comply with all enactments relating to the provision of the EP Services.
- (c) provide to Lantzville, upon request, copies of the financial records of the RDN relating to the provision of the EP Services.
- (d) permit Lantzville 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.
- (e) designate the General Manager Development Services, subject to the direction by RDN Board as the primary contact with the District of Lantzville with respect to the services.

5. Lantzville Covenants:

Lantzville shall:

- (a) 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;
- (b) pay to the RDN the specified amount under clause (a) at the same time as it remits the Regional District's annual requisition,
- (c) Provide emergency planning services as set out in Section 2 of Schedule 'A' attached hereto,
- (d) provide operational supplies and equipment as set out in Schedule 'B', attached hereto,
- (e) pay to the RDN any costs incurred by the RDN as a result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN.

6. Indemnify

Nothing in this Agreement is intended to affect or fetter a statutory power, duty or function of Lantzville in relation to an emergency or relieve Lantzville of its responsibility to respond to an emergency or to maintain an emergency program and Emergency Coordinator. Lantzville shall release, discharge, indemnify and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by RDN;
- (b) the interpretation, administration and exercising of the powers contained within all legislation for and on behalf of Lantzville as it relates to the provision of emergency planning services,
- (c) failure by Lantzville to provide the support and resources as outlined in Schedules 'A' and 'B',

7. Insurance

Lantzville shall:

- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than five (5) million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;
- (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the RDN thirty (30) days prior written notice; and,
- (c) in both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and RDN acknowledge and agree that:

- (d) 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, and:
- (e) RDN is liable only for Services rendered by RDN in a negligent manner or for advice negligently given.

9. Binding Effect

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written

The Corporate Seal of)
REGIONAL DISTRICT OF NANAIMO)
was affixed hereto in the)
presence of:)

)
)
)
)
_____)

Chairperson)

)
)
)
)
_____)

Senior Manager, Corporate Administration

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

)
)
)
)
_____)

Mayor)

)
)
)
)
_____)

Chief Administrative Officer)

SCHEDULE 'A'

EMERGENCY PLANNING SERVICES

1. RDN Emergency Planning Services

- (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
- (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. Lantzville Emergency Services Responsibility

- (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) 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. Emergency Operations Center

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

- (1) Information Display items
- (2) Stationery items
- (3) Storage containers
- (4) Emergency food rations and water
- (5) Additional land lines for the Council Chambers which serve as the EOC during an emergency

2. Emergency Reception Center

- (1) Stationery items
- (2) Storage Containers
- (3) Information Display
- (4) Exterior signage
- (5) Volunteer identification
- (6) Volunteer ESS responder jackets
- (7) High visibility vests
- (8) Flash lights
- (9) First aid kit
- (10) Child care items
- (11) Pet care items
- (12) Display board/easel

BYLAW ENFORCEMENT

THIS AGREEMENT made as at the ___ day of _____ 2011.

BETWEEN:

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

(hereinafter called "RDN")

OF THE FIRST PART

AND:

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

(hereinafter called "Lantzville")

OF THE SECOND PART

WHEREAS:

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

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

1. Term

This Agreement is for a term commencing on the 1st day of January 2011 and terminating the 31st day of December 2012.

2. Renewal

Lantzville shall notify RDN in writing on or before the 31st day of October 2012 if it wishes to renew this Agreement for a further period and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by RDN to all of the terms and conditions of the renewal.

3. Termination

If Lantzville does not give notice to the RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on December 31st, 2012.

4. RDN Covenants

RDN shall:

- (a) provide all Services from its offices at 6300 Hammond Bay Road, Nanaimo;
- (b) administer and enforce the Bylaws shown on Schedule 'A' attached hereto, and shall exercise the powers contained within the Bylaws for and on behalf of Lantzville;
- (c) provide all Services to Lantzville in a competent, careful and professional manner;
- (d) designate the General Manager Development Services, subject to direction by the RDN Board, as the primary contact with Lantzville, with respect to the Services.

5. Lantzville Covenants

Lantzville shall:

- (a) pay to RDN in consideration of the performance by RDN of the Services, amounts calculated in accordance with Schedule 'B' attached hereto;
- (b) pay to RDN the specified amount calculated under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) where Lantzville Council passes a resolution authorizing that legal action be commenced, Lantzville shall retain legal counsel to undertake the work to a standard set out in the resolution and the RDN will give support to the action by conducting investigations, providing evidence and reviewing documents as required by legal counsel for Lantzville;
- (d) pay to the RDN any costs incurred by the RDN as result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN, and;
- (e) appoint those persons designated by RDN to enforce the Bylaws as authorized officers.

6. Indemnity

Lantzville shall release, discharge, indemnify and save harmless RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by RDN; and
- (b) failure by Lantzville to enforce the provisions of the Bylaws or any one of them.

7. Insurance

Lantzville shall:

- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to RDN in Section 6 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming RDN as an insured party thereto, and shall provide RDN with a certified copy of the policy;

- (b) the policy of insurance under sub-clause (a) shall contain a waiver of subrogation clause in favour of RDN and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving RDN thirty (30) days prior written notice; and,
- (c) if both Lantzville and RDN have claims to be indemnified under any insurance required by this Agreement, shall apply the indemnity first to the settlement of the claim of RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and RDN acknowledge and agree that:

- (a) RDN is liable only for Services rendered by the RDN in a negligent manner or for advice negligently given; and
- (b) Lantzville is liable only for failure to enforce any of the Bylaws or for matters arising out of the amendment of any of the Bylaws or the enactment of any replacement Bylaw for which Services are provided by RDN.

9. Binding Effect

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year first above written.

The Corporate Seal of)
REGIONAL DISTRICT OF NANAIMO)
was affixed hereto in the)
presence of:)

_____)
Chairperson)

_____)
Senior Manager, Corporate Administration)

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

_____)
Mayor)

_____)
Chief Administrative Officer)

Schedule 'A'

Bylaw No.	Date of Adoption	Citation
993	November 14, 1995	RDN Sign Bylaw No. 993, 1995
972	December 12, 1995	RDN Nuisance Control Extended Service Establishment Bylaw No. 972, 1995
1073	March 11, 1997	Unsightly Premises Regulatory Bylaw No. 1073, 1996
1265	May 14, 2002	RDN Electoral Area D Noise Control Regulatory Bylaw No. 1265, 2002
60	November 14, 2005	District of Lantzville Zoning Bylaw No. 60, 2005

Schedule 'B'

1) With respect to the following bylaws, the amount payable by the District of Lantzville shall be calculated as if the District were a participant in the service.

- RDN Nuisance Control Extended Service Establishment Bylaw No. 972
- RDN Unsightly Premises Regulatory Bylaw No. 1073
- RDN Electoral Area 'D' Noise Control Regulatory Bylaw No. 1265

2) With respect to the following bylaws, the amount payable by the District of Lantzville shall be calculated as follows:

Bylaw Enforcement Interdepartmental Charge to
the Planning Services service

divided by

the converted values of land and improvements in
the Electoral Areas

times

the converted values of land and improvements for
the District of Lantzville as shown on BC
Assessment Statutory Report RG734

- RDN Sign Bylaw No. 993
- District of Lantzville Zoning Bylaw No. 60, 2005

The amount calculated under (2) above is estimated at \$6,385 for 2011. The amount payable for 2011 is agreed to be 50% of the final amount to be calculated in accordance with the formula set out above as at March 31, 2011. The amount payable in 2012 will be the full amount payable calculated in accordance with the formula set out in (2) above.

WORK REPORT	
DATE APPROVAL	(Signature)
DATE	12/30/10
BY	
FOR	

MEMORANDUM

TO: Paul Thompson
Manager of Long Range Planning

DATE: December 30, 2010

FROM: Stephen Boogaards
Planner

FILE: 0410 20 CSCD

SUBJECT: Ministerial Approval of Official Community Plans and Regulatory Bylaws

PURPOSE

To respond to an invitation from the Ministry of Community, Sport and Cultural Development to participate in a trial project under which regional districts can apply for a waiver from the requirement for ministerial approval of Official Community Plans (OCP) and land use regulatory bylaws.

BACKGROUND

The Regional District of Nanaimo (RDN) has received an invitation from The Ministry of Community, Sport and Cultural Development to participate in a pilot project where the selected regional districts would be exempt from requiring ministerial approval of Official Community Plans and zoning bylaws for a period of two years. The Ministry has recommended this approach to streamline regional district land use decisions by reducing the need for the Minister's approval. The current oversight by the Ministry has been in place to ensure that Provincial and First Nations' interests are considered in regional district land use decisions. The Ministry suggests in their letter (*Attachment 1*) that regional districts have established effective consultation programs and the concerns of First Nations or other agencies may be more effectively addressed locally.

ALTERNATIVES

1. Respond to the Ministry of Community, Sport and Cultural Development with a resolution to participate in the trial project.
2. Respond to the Ministry of Community, Sport and Cultural Development with a resolution to decline participation in the trial project.

LAND USE IMPLICATIONS

The RDN has few bylaws that currently require ministerial approval. The only OCP and zoning bylaws that do need approval include the adoption of new Official Community Plans or other OCP amendment bylaws that cover a large area or allow for a large number of new parcels or residential units. Under the current process, the regional district can forward a bylaw for approval to the Minister even if there are outstanding concerns identified by provincial agencies or First Nations. The Minister then plays a role of deciding on the validity of the concerns and if they believe the concerns are not valid then they will approve the bylaw. If they believe the concerns are valid then they can assist the RDN to resolve any concerns before the bylaw is signed off. If the requirement for approval by the Minister was removed the regional district would be solely responsible for resolving these concerns.

Development Implications

The *Local Government Act* only requires zoning bylaws to have the approval of the Minister where there is no Official Community Plan in place. The *Act's* Regulation 279/2003 further only requires any OCP or where there is no OCP, a zoning bylaw, that allows for 30 new parcels or more and applies to 20 hectares of land or more to have the approval of the Minister. Due to these exceptions the only time the regional district has required the approval of the Minister is when an OCP bylaw changes the density of the land over a large area, such as with the adoption of a new Official Community Plan or village plan.

Intergovernmental Implications

The RDN is currently required to refer Official Community Plans and zoning bylaws to all affected government agencies and First Nations who have traditional territories within the area. For bylaws within First Nation's traditional territories the RDN practice has been to include First Nations early in the process and maintain a record of the involvement in the approval process, as is requested by the Minister prior to approval. While the regional district has been successful in improving communications with First Nations and other agencies, conflicts may still be more effectively resolved by the Province which is responsible for most of the referral agencies and has the legal responsibility to consult on issues that affect First Nation's treaty or traditional territories. If the RDN was to participate in the pilot project the regional district would be legally responsible to resolve any outstanding issues that First Nations or another government agency may have with a bylaw or development application.

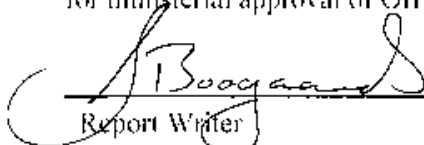
SUMMARY

The Ministry of Community, Sport and Cultural Development has invited the RDN to participate in a pilot project that would exempt regional districts from obtaining the Minister's approval for Official Community Plans and zoning bylaws. Currently the only OCP and zoning bylaws requiring ministerial approval are significant changes to the Official Community Plans. While the RDN has improved communications with referral agencies and First Nations, large land use changes that affect the interests of an agency may be more easily resolved by the provincial government which is responsible for managing or communicating with these agencies. If the RDN was to have the ministerial approval requirements waived, it would have to resolve on its own any contentious issues it may have with a referral agency.

As the RDN does not refer many bylaws to the Minister of Community, Sport and Cultural Development for approval and as the ministry has proven to be of assistance in resolving concerns with provincial agencies and/or First Nations in the past, staff are recommending that the RDN not participate in the trial project under which regional districts can apply for a waiver from the requirement for ministerial approval of Official Community Plans and land use regulatory bylaws.


RECOMMENDATION

That the Regional District of Nanaimo declines participation in the trial project to waive the requirement for ministerial approval of Official Community Plans and land use regulation bylaws.


Report Writer


General Manager


Manager Concurrence


CAO Concurrence

**Attachment No. 1
Letter from the Minister**

RECEIVED

NOV 17 2010

THE ASSOCIATION
OF MUNICIPALITIES

Ref: 237334

November 10, 2010

~~Mr. Joe Stanhope
Chair
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2~~

Dear Chair Stanhope:

On September 28, 2010, at the Union of British Columbia Municipalities Convention, Honourable Ben Stewart, former Minister of Community and Rural Development, announced a new initiative to streamline regional district land use decisions. The purpose of this letter is to advise you on how you can be part of this initiative.

What we are proposing is a trial project under which regional districts can apply for a waiver from the requirement for ministerial approval of most Official Community Plan (OCP) and land use regulatory bylaws for two years, i.e., that will be restricted to regional district OCP bylaws (S.882.4) of the *Local Government Act (LGA)*; regional district zoning bylaws for areas for which there is no OCP (S.917 *LGA*); potentially, regional district subdivision servicing bylaws for areas where there is no OCP (S.913 *LGA*); and regional district bylaws that amend or discharge land use contracts that apply to areas for which there is no OCP (S.930.6 *LGA*). Please note that some types of bylaws such as soil removal bylaws still require ministerial approval.

Participants in the pilot project will continue to use existing practices such as referring proposed bylaws to provincial ministries and agencies, working to resolve provincial agency concerns and working with First Nations in accordance with the guidelines issued by the Ministry of Community, Sport and Cultural Development (Ministry) (2009 Ministry Guide to First Nations Engagement on Local Government Statutory Approvals at: www.cd.gov.bc.ca/lgd/files/first_nations_engagement_guide.pdf).

The existing approach has ensured that local elected officials are informed of First Nations and agency concerns and I am pleased to note that regional districts have established effective referral processes which have enabled First Nations and agency concerns to be addressed locally. As such, there exists an opportunity to reduce duplication and improve the efficiency of our process with this trial project.

1/2

Ministry of Community, Sport
and Cultural Development

Office of the Minister

PO Box 9036 Stn. Prov. Govt
Victoria BC V8W 0E2

Phone: 250-387-2252
Fax: 250-337-4112
www.gov.bc.ca/cscd

Mr. Joe Stunzpe
Page 2

This exemption will not apply to the Mountain Resort Municipality of Sun Peaks, the Resort Municipality of Whistler, the Islands Trust, or the University of British Columbia.

Ministry staff discussed the exemption in more detail with regional district staff at the Association of Regional District Planning Managers' Conference in Victoria on October 27 and 28, 2010.

If you have further questions, including those relating to the specific provisions of the exemption, please do not hesitate to contact Ms. Meggin Messenger, Director of Planning Programs, Intergovernmental Relations and Planning Division, by telephone at 250-387-4643, or by email at Meggin.Messenger@gov.bc.ca.

If you are interested in this opportunity, please let me know by resolution of your Board by January 31, 2011.

I hope that, through this initiative, we can demonstrate effective collaboration on land use in a more streamlined system.

Sincerely,

ORIGINAL
SIGNED BY

Stephanie Cadieux
Minister

pc. / Mr. Paul Thompson
Planning Manager
Regional District of Nanaimo

Ms. Meggin Messenger
Director
Intergovernmental Relations and Planning Division
Ministry of Community, Sport and Cultural Development



ROW REPORT	✓
OAC APPROVAL	✓
DATE	Jan. 9/2011

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: December 23, 2010

FROM: Tom Osborne
General Manager of Recreation and Parks

FILE:

SUBJECT: Lighthouse Community Centre Lease - EA 'H'

PURPOSE:

To consider the attached lease agreement between the Regional District of Nanaimo and the Lighthouse Community Centre Society.

BACKGROUND:

The Lighthouse Community Centre Society owns and operates the Lighthouse Community Centre located on Regional District property (legally described as: Lot 1, District Lot 32, Newcastle District, Plan 42674) on Lions Way. A map of the site, which is in Electoral Area H, is attached. The Community Centre has been in operation since its construction in 1983 on Crown property. On November 30, 1999 the Regional District received a Crown grant for the property and has title on the land, which necessitated the requirement for a Lease Agreement with the Society. In 2001 a ten year Lease with the Society was executed of which the term is now ending. The new proposed Lease is based on the same terms as the existing.

Summary of Lease Agreement Terms & Conditions

Term, Rent & Responsibilities:

The proposed term of the agreement is ten years with a rental charge of one dollar. Under the lease agreement, the Society agrees to accept all costs and expenses during the term. If the lease expires and the Society is permitted to continue occupying the land, the lease will continue on a monthly basis.

Insurance & Indemnity:

The Lighthouse Community Centre Society carries liability insurance of \$3 million with the Regional District named as an additional insured under its policy. The Society is responsible for maintaining the existing improvements on the property and for ensuring that all activities are in compliance with the applicable laws, bylaws, regulations and recommendations.

Enjoyment & Subletting:

The Society is permitted to use the land provided that the District may inspect the property upon reasonable notice. The Society is permitted to operate the community centre and has the ability to license the use of the land on a short-term occasional basis. The Society must receive the District's prior approval before subletting the land to another group on a long-term basis.

Arbitration, Builders Liens, Improvements:

If a dispute arises between the parties regarding a provision of the lease agreement, it shall be referred to arbitration. The Society shall accept full responsibility for any or all accounts due with respect to improvements on the land. The Society has the right to remove any or all improvements on the land prior to the expiration of the lease. However, if the improvements remain on the property after the term of the lease, the Region may elect to retain the improvements or require the Society to remove the improvements at the Society's cost.

Termination:

If the Society defaults in any covenant of the agreement and continues in default for 30 days, or if the land becomes vacant or unused for a period of 90 days, the District may at its option take possession of the lands immediately. Either party may terminate the agreement at any time upon 60 days notice in writing to the other party.

ALTERNATIVES:

1. Approve the Lease Agreement with the Lighthouse Community Centre Society for a ten year term.
2. Provide alternative direction regarding the Lease Agreement.

FINANCIAL IMPLICATIONS:

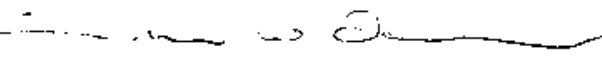
There are no financial implications. The Lease Agreement is with a non-profit society and is proposed to be for the rent of \$1.00.

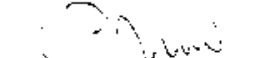
SUMMARY:

The Lighthouse Community Centre Society has been operating a community centre on the property since 1983. In 1999 the Regional District received a Crown grant for the property and has title of the land. The existing ten year Lease with the Society ends on January 31, 2011 necessitating the requirement for a new Lease with organization. As the organization has done an effective job and operating their well used community facility at the site, staff are recommending that the attached Lease Agreement be signed for a ten-year term. Pursuant to s.187 of the *Local Government Act*, public notice of the lease agreement has been advertised in the local newspaper.

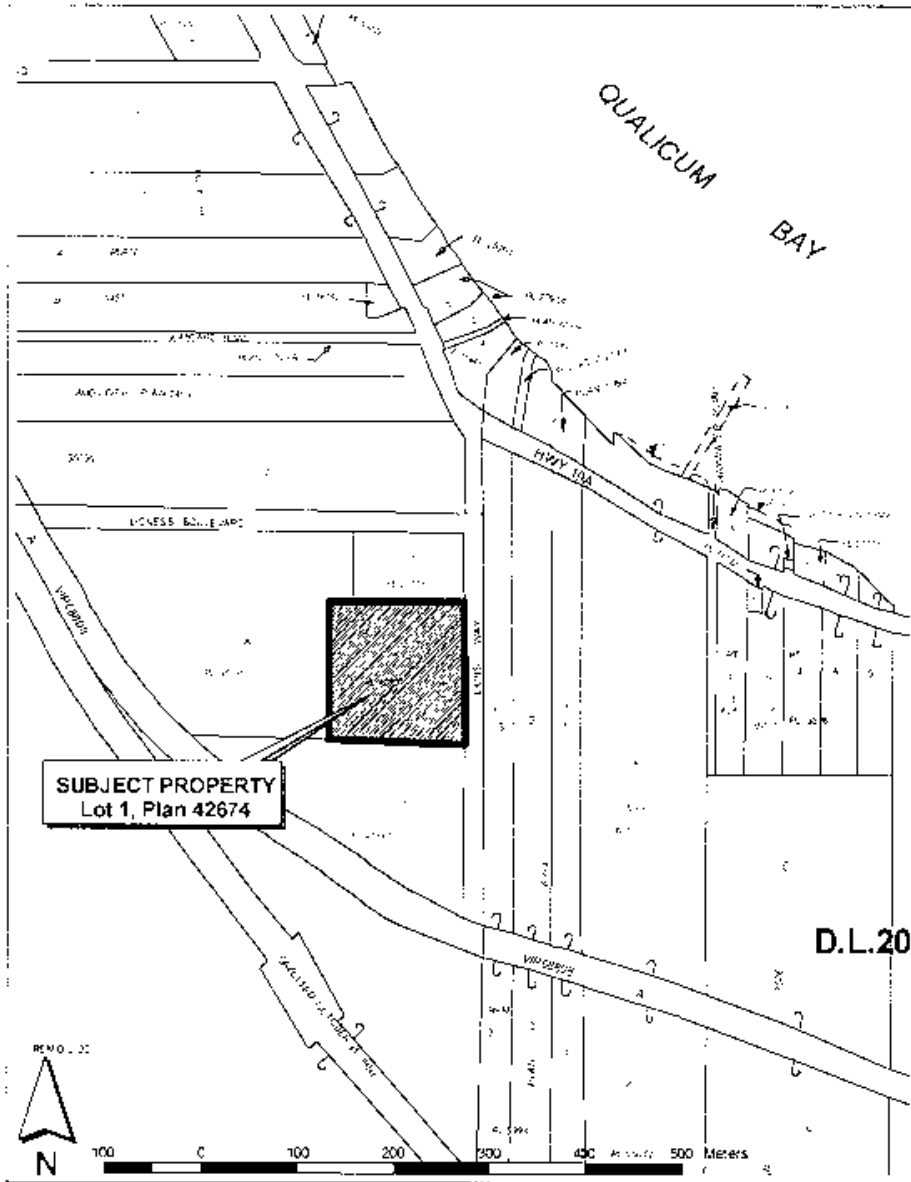
RECOMMENDATION:

That the Lease agreement between the Lighthouse Community Centre Society and the Regional District of Nanaimo for the property legally described as: Lot 1, District Lot 32, Newcastle District, Plan 42674 for a ten year term be approved.


Report Writer


C.A.O. Concurrence

Appendix I – Lease Area



Appendix II – Lease Agreement

**LIGHTHOUSE COMMUNITY CENTRE
LEASE AGREEMENT**

THIS LEASE AGREEMENT is dated for reference the 25th day of January, 2011 and effective the 1st day of February 2011.

BETWEEN:

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

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY
240 Lions Way
Qualicum Beach, BC
V9K 2E2

(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS:

A. The Regional District is the registered owner in fee simple of lands legally described as:

Lot 1,
District Lot 32,
Newcastle District,
Plan 42674

(the "Lands").

B. At the expense and instance of the Society, the Society has constructed a building on the Lands for use as a community centre and community hall (the "Building") and the Building is, and shall remain during the term of this Lease, the property of the Society, its successors and assigns.

- C. The parties wish to provide for the lease of the Lands to the Society upon the terms and conditions set out herein and also wish to establish their respective positions upon the termination or expiration of the term of the lease.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the rents, covenants, agreements and conditions hereinafter reserved and contained on the part of the Society to be respectively paid, kept, observed and performed, the Regional District hereby demises and leases unto the Society the Lands, to hold the Lands unto the Society for a term of ten (10) years from and including February 1, 2011 to and including January 31, 2021 (the "Term"), subject to the terms and conditions herein set forth.

1.00 RENT AND RESPONSIBILITY FOR EXPENSES

- 1.01 Yielding and paying therefor unto the Regional District upon the execution of this Lease, the rent of One Dollar (\$1.00) for the Term herein granted, the receipt of which is hereby acknowledged.
- 1.02 It is intended by the parties that the Lands be of no cost or expense to the Regional District during the Term and accordingly the Society agrees to pay, whether on its own behalf or on behalf of the Regional District, all costs of every nature and kind relating to the Lands and/or any improvements thereon, and the Society agrees to indemnify the Regional District from and against any such costs and expenses incurred by the Regional District directly.

2.00 INSURANCE MAINTENANCE, RISK AND INDEMNITY

- 2.01 The Society agrees to take out and keep in full force and effect throughout the Term and during such other time as the Society occupies the Lands or any part thereof at the expense of the Society:
- (a) all risk building insurance for the full replacement value of the improvements on the Lands;
 - (b) comprehensive general liability insurance, including without limitation non-owned automobile insurance, and tenant fire legal liability insurance, against claims for personal injury, death or property damage or loss upon, in or about the Lands or otherwise howsoever rising out of the operations of the Society or any person conducting business or activities from the Lands, to the limit as may be reasonably required by the Regional District from time to time but, in any case, of not less than Three Million (\$3,000,000.00) Dollars in respect to injury or death to a single person and in respect of any one accident concerning property damage.

The Society and the Regional District shall both be named as insured under such liability policy or policies of insurance.

- 2.02 Any buildings, furniture, equipment, machinery, fixtures and improvements placed on the Lands by the Society shall be entirely at the risk of the Society.

- 2.03 The Society agrees to comply promptly at its expense with all laws, bylaws, regulations, requirements and recommendations, which may be applicable to the manner of use of the Lands, made by any and all federal, provincial, local government and other authorities or association of insurance underwriters or agents and all notices in pursuance of same, provided however that the Society shall have no liability to make any improvements, alterations or additions to the Lands which may be required by authorities or associations unless due to the use made of the Lands by the Society.
- 2.04 The Society agrees to maintain the Lands and the improvements thereon in good repair and in a neat and tidy condition, and to not do or permit any act or neglect which may in any manner directly or indirectly be or become a nuisance or interfere with the comfort of any person occupying land in the vicinity of the Lands.
- 2.05 The Society agrees to indemnify and save harmless the Regional District, its elected and appointed officers and employees, from any and all claims, suits, actions, costs, fees and expenses of any kind whatsoever brought against or incurred by the Regional District or its elected and appointed officers and employees in any way relating to the Society's use of the Lands during the Term of this Lease. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.
- 2.06 The Society shall not construct or place on the Lands any improvements without first obtaining the prior written consent of the Regional District and obtaining all required building or development permits.

3.00 QUIET ENJOYMENT

- 3.01 The Regional District covenants with the Society for quiet enjoyment, for so long as the Society is not in default hereunder.
- 3.02 The Society shall permit the Regional District and its servants and agents at all reasonable times, upon twenty-four (24) hours' notice in writing, specifying the time of inspection, during the Term of this Lease to enter the Lands and every part thereof to examine the condition thereof, and if any want or repair shall be found on such examination and notice thereof is given, the Society will, within ninety (90) days of the giving of that notice, well and truly repair in accordance with that notice.

4.00 USE, ASSIGNMENT AND SUBLETTING

- 4.01 The Society agrees to not use the Lands for any purpose other than as a community centre or a community hall.
- 4.02 The Society agrees that it will not assign, mortgage or encumber this Lease, or sublet, or suffer or permit the Lands or any part thereof to be used by others by licence or otherwise without the prior written consent of the Regional District in each instance which shall not be arbitrarily or unreasonably withheld. Provided however that the provisions of this paragraph shall not restrict the right of the Society to licence the use or occupation of the Lands or Building on a short term, occasional basis for a use or purpose that is within the ordinary use and for the ordinary purposes of the Society without prior written consent of the Regional District.

- 4.03 In no event shall any assignment, or subletting, or sub-licensing to which the Regional District may have consented release or relieve the Society from its obligations to fully perform all the terms, covenants and conditions of this Lease on its part to be performed.
- 4.04 In the sublease between the Society and an assignee or subtenant under any assignment or sublease consented to by the Regional District, the Society shall require that the subtenant or assignee agree to be bound by all of the Society's obligations under this Lease.
- 4.05 A dispute between the parties about whether a license granted by the Society is a short term occasional use shall be determined in accordance with Article 9.
- 4.06 The Regional District reserves the right to grant other dispositions on the Lands, or any part of it, with the prior consent of the Society, which consent shall not be unreasonably withheld.

5.00 HOLDING OVER

- 5.01 If the Society continues to occupy the Lands with the consent of the Regional District after the expiration or other termination of the Term without any further written agreement, the Society shall be a monthly lessee subject always to all of the provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Regional District from taking action for recovery of possession of the Lands.

6.00 APPROVALS

- 6.01 No provision in this Lease requiring the Regional District's or the Society's consent or approval shall be deemed to have been fulfilled or waived unless the written consent or approval of the Regional District or the Society relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Regional District on previous occasions when such a consent or approval was required shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Lease.

7.00 RELATIONSHIP OF PARTIES

- 7.01 Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of commutation of rent nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

8.00 SOLE AGREEMENT

- 8.01 This Lease sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between parties concerning the Lands and

there are no warranties, representations, covenants, promises, agreements, conditions or understanding, either oral or written, express or implied, between them other than as set forth in this Lease.

9.00 ARBITRATION

- 9.01 In the event of a bona fide dispute arising between the Society and the Regional District as to any matter, question or determination arising or required to be made under this Lease, such dispute shall immediately be referred to an arbitrator agreed upon by the Society and the Regional District or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the *Commercial Arbitration Act* of British Columbia, and amendments thereof, or such other Statute or Statutes of like effect being in force in British Columbia, and such arbitrator, whether agreed upon or appointed under the said Statute shall have access to such records of the parties as may be reasonably necessary and the decision of the arbitrator shall be final and binding upon the parties. Except as otherwise provided for in this Agreement, the costs of the arbitration shall follow the award, unless otherwise determined by the Arbitrator.

10.00 BUILDERS LIENS

- 10.01 The Society shall promptly pay as and when the same falls due any and all accounts for work done or material supplied in respect of improvements made to the Lands where such improvements are made at the request of and on the credit of, or on behalf, or with the privity or consent of, or for the direct benefit of, the Society. The Society will not cause, suffer or permit any encumbrance (including personal property security agreements of any type, liens or charges), lien or charge to arise or exist or be claimed upon the Lands or in respect thereof, provided that should any such claim of lien arise or exist, the Society shall immediately post with the Regional District sufficient security in the form of cash or a bank draft to discharge the same and shall further immediately proceed to a court of competent jurisdiction to cause the validity of such claim of lien to be determined and shall upon such determination cause the registration of such claim of lien against the title to the Lands to be terminated, and in that regard, shall satisfy the lien if it is found valid. Should the Society, at any time after the granting of security, fail, upon the request of the Regional District, to provide the Regional District with proof of its diligent pursuit of a determination of the validity of the claim, lien or the discharge thereof, the Regional District may utilize the security provided by the Society to discharge the claim of lien or liens upon five (5) days' notice in writing of its intention. Should the Society fail to immediately post with the Regional District sufficient security in the form of cash or bank draft to discharge the claim of lien, or should the Society fail to immediately discharge any lien, the Regional District in addition to any right or remedy may, but shall not be obligated to, discharge the claim of lien or liens by paying the amount claimed to be due or the amount due, together with a reasonable amount for costs and the amount paid by the Regional District shall be paid by the Society to the Regional District forthwith upon demand. In no case shall the Regional District be required to investigate the validity of the claim of lien or liens prior to discharging the same in accordance with this clause. The Regional District shall be entitled at all times during the Term to place notices on the Lands pursuant to section 13 of the *Builders Lien Act*, R.S.B.C. 1979, or successor or similar legislation.

11.00 REMOVAL OF IMPROVEMENTS

- 11.01 All improvements and all articles of personal property constructed, owned or installed by the Society at the expense of the Society on the Lands shall remain the property of the Society and may be removed by the Society at any time until the end of the Term or earlier termination of this Lease. The Society agrees that it will, at its expense, repair any damage to the Lands caused by the construction, installation, existence, use or removal thereof (the "Restoration"). Before removing such property the Society shall notify the Regional District of its intention to do so and shall, if required by the Regional District, post a bond in an amount and form satisfactory to the Regional District as security for performance of the Society's obligations for the Restoration.
- 11.02 If the Society does not remove the property which is removable by the Society pursuant to clause 11.01 prior to the end of the Term or the sooner termination of this Lease, such property shall, if the Regional District elects, be deemed to become the Regional District's property and the Regional District may remove the same at the expense of the Society, and the cost of such removal will be paid by the Society forthwith to the Regional District on demand.

12.00 EXPROPRIATION

- 12.01 If the whole of the Lands shall be acquired or expropriated by an authority having the power of such acquisition or expropriation, the Term of this Lease shall cease from the date of entry by such authority. If only a portion of the Lands shall be so acquired or expropriated, this Lease shall cease and terminate at the Regional District's option, or at the Society's option. In either event, however, and whether all or only a portion of the Lands shall be so acquired or expropriated, nothing herein contained shall prevent the Regional District or the Society or both from recovering damages from such authority for the value of their respective interest or for such other damages and expenses allowed by law, but in such event neither party shall have an action against the other in respect of any breach of this Lease caused directly or indirectly by such event.

13.00 DEFAULT AND EARLY TERMINATION

- 13.01 The Society further covenants with the Regional District that if the Society shall violate or neglect any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the Society shall continue for thirty (30) days after written notice thereof to the Society by the Regional District, or in case the Lands shall be vacated or become vacated or remain unoccupied or unused for ninety (90) days, then by law may at its option forthwith re-enter and take possession of the Lands immediately and by reasonable force if necessary without any previous notice of intention to re-enter and may remove any persons and property therefrom and may use such force and assistance in making such removal as the Regional District may deem advisable to recover at once full and exclusive possession of the Lands.
- 13.02 If the Term hereof or any renewal therefor or any of the goods or chattel of the Society shall at any time be seized or taken in execution or attachment by any creditor of the Society or if the Society shall make any assignment for the benefit of creditors or commit any other act of bankruptcy or shall become bankrupt or insolvent or shall take the benefit of any bankruptcy or insolvency legislation or if a receiver of any part of the

business of property of the Society be appointed by a court or any person or in the case that the Lands are used by any other person or for any other purpose than is herein provided without the written consent of the Regional District or if any other shall be made for the winding up or dissolution of the Society or it should otherwise cease to exist or if the purposes of the Society are altered without the prior written consent of the Regional District, then the Term hereof or any renewal thereof shall become forfeit and void, and it shall be lawful for the Regional District any time thereafter to re-enter into or upon the Lands or any part thereof in the name of the whole and the same to have again, repossess and enjoy as of its former estate, notwithstanding anything herein contained to the contrary and neither this Lease nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors or otherwise by operation of law.

- 13.03 Either party to this Agreement may terminate the Agreement at any time upon sixty (60) days notice in writing to the other party. If the Regional District exercises this right of termination then it may recover possession of the Lands in accordance with paragraph 13.01.

14.00 REGISTRATION

- 14.01 If the Society shall cause this Lease or any provision hereof to be registered pursuant to the *Land Title Act*, to pay all expenses incurred for that purpose including registration fees, procurement of any sketch or plan or other description which may be required, and to indemnify the Regional District for all expenses incurred in cancelling that registration upon the termination or expiration of the Term of this Lease.

15.00 APPLICABLE LAW, COURT LANGUAGE

- 15.01 This Lease shall be governed and construed by the laws of the Province of British Columbia.
- 15.02 The venue of any proceedings taken in respect of this Lease shall be at Nanaimo, British Columbia, so long as such venue is permitted by law, and the Society shall consent to any applications by the Regional District to change the venue of any proceedings taken elsewhere to Nanaimo, British Columbia.

16.00 CONSTRUED COVENANT, SEVERABILITY

- 16.01 All of the provisions of this Lease are to be construed as covenants and agreements. Should any provision of this Lease be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto and be enforceable to the fullest extent of the law.

17.00 TIME

17.01 Time shall be of the essence hereof.

18.00 NOTICE

18.01 All payment from the Society to the Regional District shall be sent to the Regional District at the following address:

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

and all payments from the Regional District to the Society shall be sent to the Society at the following address:

Lighthouse Community Centre Society
240 Lions Way
Qualicum Beach, BC
V9K 2E2

or such other places as the Regional District and the Society may designate from time to time in writing to each other.

18.02 Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed.

18.03 Any notice or service required to be given or effected under any statutory provision or rules of court from time to time in effect in the Province of British Columbia shall be sufficiently given or served if mailed or delivered at the addresses as aforesaid.

18.04 Any party hereto may at any time give notice in writing to any other of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address herein specified shall be deemed to be the address of such party for the giving of notices hereunder.

19.00 WAIVER

19.01 The failure of either party to insist upon strict performance of any covenant or condition contained in this Lease or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.

19.02 The acceptance by the Regional District of a part payment of any sum required to be paid hereunder shall not constitute waiver or release of the right of the Regional District to payment in full of such sum.

20.00 SUCCESSORS BOND

20.01 All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall enure to the benefit of any assignee of the Society unless the assignment to such assignee has been first approved by the Regional District in accordance with Article 4.

IN WITNESS WHEREOF the parties hereto have executed this Lease on the day and year first above written.

The Corporate Seal of the **REGIONAL**)
DISTRICT OF NANAIMO was hereunto)
affixed in the presence of:)
)
_____) (c/s)
)
)
_____)
)

The Corporate Seal of **LIGHTHOUSE**)
COMMUNITY CENTRE SOCIETY)
was hereunto affixed in the presence of:)
)
_____) (c/s)
)
)
_____)
)

TO: Mike Donnelly
Manager of Water Services

DATE: December 30, 2010

FROM: Christina Metherall
Drinking Water and Watershed Protection Coordinator

FILE: 5600-07

SUBJECT: **Drinking Water and Watershed Protection
Watershed Snapshot Report 2010**

PURPOSE

To present to the Board the Drinking Water and Watershed Protection Program (DWWP) Watershed Snapshot Report 2010 for information.

BACKGROUND

In 2010, the Water Services Department completed a 'scoping' or prioritization exercise to better understand the state of water resources in the Region and focus the implementation of the DWWP Action Plan. A knowledge based approach was used to efficiently gather information and concerns from a wide range of sources and create a 'snapshot' of water resources across the Region. Based on this information, a set of recommended actions was developed to address relevant concerns. These specific recommendations ensure that limited resources are used wisely by delivering programs in key geographic areas where either problems or opportunities support taking action.

This staff report provides a summary of the Watershed Snapshot Report conclusions and recommendations. For more process and outcome details please refer to the appended report.

The following strategy was used to create a detailed community mapping database of water related issues, concerns, threats, opportunities, information gaps and sources, and vulnerabilities. This strategy was derived from the DWWP Action Plan, as well as from provincial guidance documents and other watershed management planning best practices:

1. Collect data and information from existing sources as identified in the Action Plan (monitoring stations, land uses, aquifer vulnerability, etc.)
2. Work with local technical experts and the community to identify water related issues, concerns, threats, opportunities, information gaps and sources, and vulnerabilities:
 - Groundwater Professionals Meeting - local well drillers & hydrogeologists (March 30, 2010)
 - Technical Roundtable -local water resource management, biologists, land use professionals (May 18, 2010)
 - South RDN Community Workshop (June 16, 2010)
 - North RDN Community Workshop (June 17, 2010)
 - Gabriola Island Community Workshop (June 24, 2010)
3. Overlay the above information and work with the DWWP Advisory Committee to create a set of recommendations for the various programs in the Action Plan.

For each major watershed in the RDN, the report presents a summary analysis, key recommendations for actions, and records key themes from the workshops. The document will focus the next steps in the Drinking Water & Watershed Protection Program and provide the public with a concise overview of the program objectives and key areas of concern.

The results of the community mapping process indicated a high level of concern regarding both the quality and quantity of groundwater resources in the Regional District. Residents also voiced concerns over surface water resources, such as the impacts of low flows and poor water quality on the health of local fish and ecosystems. In the Regional District of Nanaimo, as in many watersheds, surface water and groundwater are highly interconnected. In dry summer months with limited precipitation, groundwater contributes a significant amount of the base flow to streams. Alternately, in wet winter months, full streams help replenish groundwater levels. Although we currently do not fully understand these physical systems, the Watershed Snapshot Report recognizes this interconnection and treats water as a single resource.

Groundwater Aquifers

Several communities in the Regional District, including Yellow Point, Benson Meadows, Nanoose Bay, upper Lantzville, and Errington areas overlay bedrock aquifers. Many of these aquifers have limited productivity, or water supply potential, and there are indications that some of them are under stress. In the Yellow Point and Parksville areas, Ministry of Environment observation wells are showing significant drops in groundwater elevations, suggesting that more water is being extracted from these wells than is being replenished. In these areas, it is recommended that actions be taken to reduce existing water use where possible, and ensure future development does not further deplete the aquifer. In other areas there is anecdotal evidence of water levels dropping. In 2010, the RDN partnered with the MOE to install monitoring equipment in an unused well in the Benson Meadows Community Park, the first in a number of new monitoring well sites being established in 2011 through 2012. The plan also recommends working with private well owners to gather water level data which will compliment observation well information.

Surface Waters

The protection of surface water resources and aquatic ecosystem health was also identified as a priority. Low flows, excessive nutrients, and soil erosion can all negatively impact fish populations. To better understand the physical systems that might contribute to low flows, the RDN will continue to work with organizations such as Mid Vancouver Island Habitat Enhancement Society and the Geological Survey of Canada, on the study of groundwater and surface water interactions in the French Creek and Englishman River areas.

It is also recommended that the RDN continue working with stewardship groups and the MOE Water Quality division to monitor surface water quality in priority watercourses on a yearly basis. In some rural areas, agricultural and forestry practices or poorly managed septic systems may be contributing to excessive soil erosion or nutrient loading. One of the key strategies for protecting water quality in these areas is the promotion of proper septic and well maintenance and agricultural best practices.

WellSmart & SepticSmart Programs

In un-serviced rural areas with high density private wells and septic systems, such as Cassidy, South Wellington, Gabriola Island, and Bowser Village, poorly functioning septic systems have the potential to

significantly impact local drinking water supplies. In priority areas the DWWP will continue to explore partnerships with the Ministry of Environment to conduct water quality surveys and assess the impacts of high density on-site systems on local water quality in those areas. Common barriers to addressing rural water quality concerns are a lack of knowledge about the risks and mitigation strategies, and a lack of financial resources to correct problems. The DWWP will work with local property owners to raise awareness of potential impacts to drinking water quality through wellSMART and SepticSmart outreach programs, promote available non RDN funding sources that can help support homeowners in upgrading their wells and septic systems, and by improving agricultural practices.

Water Balance Models

On a broader level, the need to develop water balance models for the seven major watershed areas was identified. A water balance model (or 'water budget') looks at how water enters a watershed, how it is stored and used, and how it leaves. A conceptual water budget is developed to obtain a basic understanding of the physical system, and identify where we need to gather more information in order to quantify how much water is available for human and ecosystem needs. Areas where significant concerns are identified will require more detailed assessment, and a tiered approach will be used in order to prioritize resources.

Next Steps

In summary, the recommendations that are presented in the Watershed Snapshot Report 2010 encompass all of the 24 diverse sub-programs outlined in the DWWP Action Plan. They focus on innovative, low-cost and effective strategies that meet the needs of technical staff while supporting the direct involvement and participation of community members. The recommendations outlined in the report are presented in a work plan and include an Action Schedule at the end of the document.

The Watershed Snapshot Report will be available for public comment on the RDN website from January 25, 2010 until February 28, 2011. The opportunity for comment will be advertised through the Regional Perspectives newsletter, letters to the participants, and local newspapers. Following public comment, the Watershed Snapshot Report 2010 recommendations will be presented to the Board for final approval.

ALTERNATIVES

1. The Board receive the Watershed Snapshot Report 2010 for information.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

The Watershed Snapshot Report 2010 and the recommendations are consistent with the 2011 Drinking Water Watershed Protection Budget.

SUSTAINABILITY IMPLICATIONS


The Watershed Snapshot Report identifies areas in the Region where water resources may not be managed sustainably and provides recommendations for actions the RDN can take to support the sustainable management of water resources.

SUMMARY/CONCLUSIONS


The Watershed Snapshot Report 2010 provides a valuable synopsis of the state of water resources in the Region. Based on this synopsis, a set of recommendations have been developed to guide the efficient delivery of Drinking Water Watershed Protection programs.

RECOMMENDATION

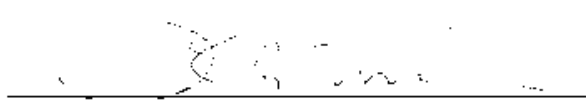
That the Board receive the Watershed Snapshot Report 2010 and direct staff to make the report available for public information and comment.



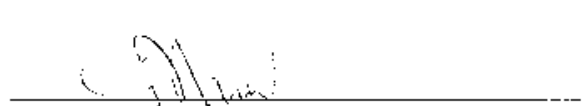
Report Writer



Manager Concurrence



General Manager Concurrence



CAO Concurrence



City of Nanaimo Water & Watershed Protection

WATERSHED SNAPSHOT REPORT 2010



November, 2010

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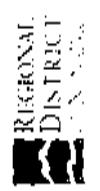
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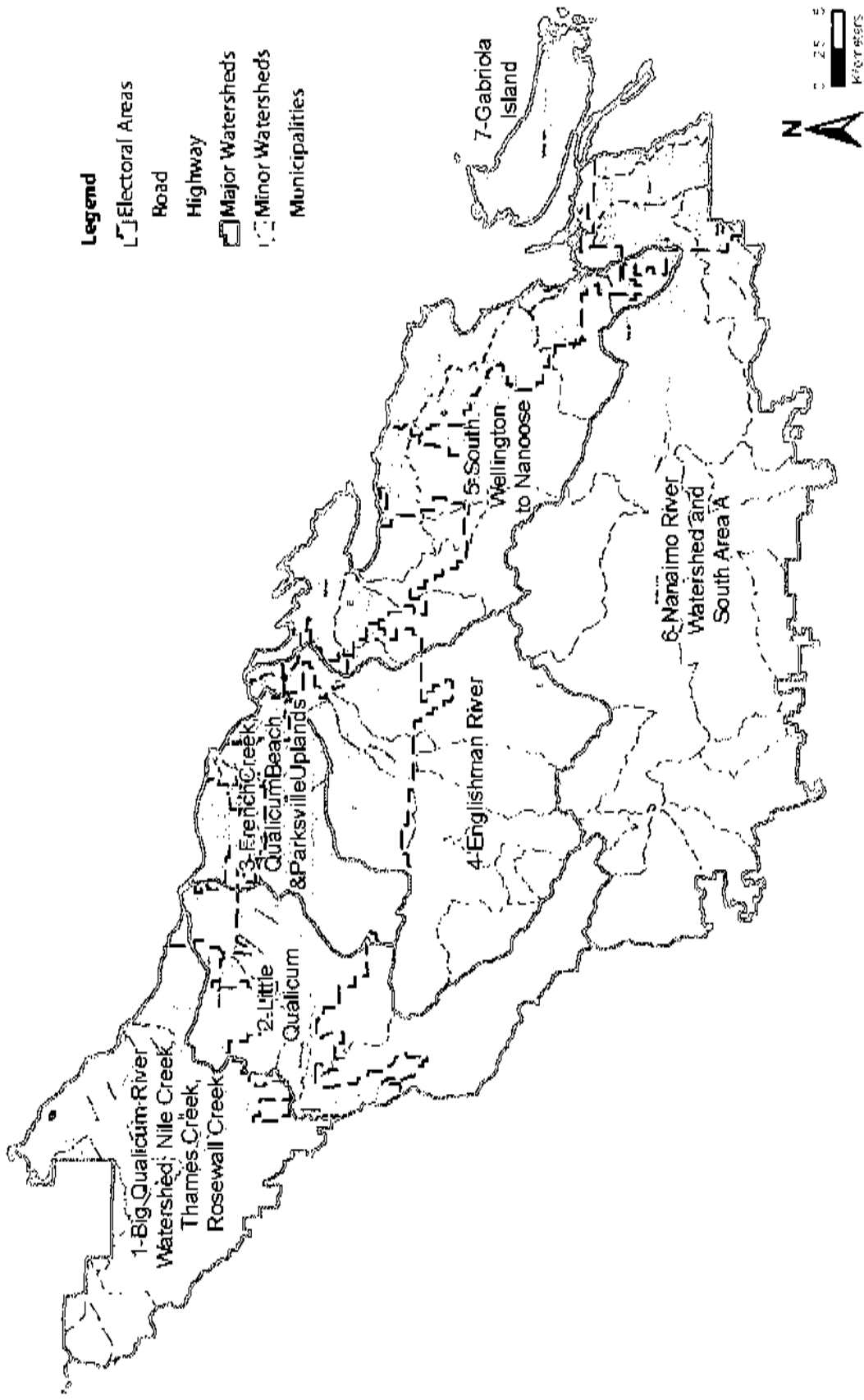
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Watershed Index Map



Preface

In 2008, the Regional District of Nanaimo became the first regional government in British Columbia to start a *Drinking Water & Watershed Protection* service. With the support of the volunteer *Drinking Water & Watershed Protection Stewardship Committee*, and the assent of the electors, the program is now funded and being implemented. The goal of the *Drinking Water & Watershed Protection* Program is to help protect water resources by ensuring land use decisions reflect the need to protect water resources and by educating and empowering residents to protect water today and for the future.

The Drinking Water & Watershed Protection Program has 7 components:

1. Public Awareness & Involvement
2. Water Resources Inventory and Monitoring
3. Land Planning and Development
4. Watershed Management Planning
5. Water Use Management
6. Water Quality Management
7. Climate Change

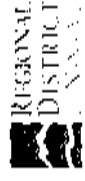
In 2010, the RDN embarked on an exercise to better understand the state of water resources in the Regional District in order to guide further implementation of the Program. The RDN consulted with local technical experts and the public in order to gather information to create a "snapshot" of water resources in the Region and help focus the programs. A series of events were organized to encourage participants to provide their local knowledge and expertise on water-related issues in spring 2010:

Groundwater Professionals Meeting – including local well drillers and hydrogeologists
Technical Roundtable – including local water, resource management, biologists and land use professionals
South RDN Community Workshop
North RDN Community Workshop
Gabriola Island Community Workshop

A key outcome of the consultation process was the creation of detailed community mapping and a database of water related issues, concerns, threats, opportunities, information gaps and sources, and vulnerabilities.

This *Watershed Snapshot Report 2010* extracts the highlights from the community outreach and mapping process. The *Snapshot Report* contains raw data that was obtained through the public consultation process. It is important to note that the information has **not** been vetted for accuracy or completeness, but rather is a synopsis of the feedback from participants. For each major watershed in the RDN, the report presents a summary analysis, key recommendations for actions, and records key themes from the workshops.

As well as providing valuable public information, this document will be used in support of focusing the next steps in the *Drinking Water & Watershed Protection Program*. The goal is to ensure that limited resources are used wisely by delivering the right program in the right place.



Region-wide Recommendations

The primary body of this report communicates recommendations specific to each of the Region's seven (?) watershed study areas. In addition to these site-specific recommendations, Table 1 below communicates the recommendations that apply throughout the Region.

Table 1: Region-wide Recommendations

Priority Action	Notes
Program 1: Public Awareness and Involvement	
1. Develop an interactive website that allows easy access to water resource knowledge, and water stewardship resources.	<ul style="list-style-type: none"> - Underway – The website will have both a novice friendly interface, as well as a GIS interface for sharing information gathered on water resources and stewardship in the RDN. This will include making water related reports available.
2. Continue water conservation outreach activities	<ul style="list-style-type: none"> - Outdoor water use is the main discretionary water use – most effective to focus on changing outdoor watering behavior. - Foster an increased understanding of watershed values. People need to understand water in order to have the desire to protect it; a potential tool for this is to create a story for each river system. - Identify high water use areas and focus Community Based Social Marketing outreach there. - Include Living Water Smart Home Assessment (provincial program) in outreach materials and take to irrigation review site visits. - Include information on hazardous waste disposal and illegal dumping in Team Water Smart educational resources.
3. Develop a strategy for rainwater reuse.	<ul style="list-style-type: none"> - Following from the RDN Innovative Options and Opportunities for Sustainable Water Use report. - Where possible, coordinate with Green Buildings and Energy & Sustainability Department. - A potential barrier to rainwater use is qualification for rainwater & capture systems to be an appropriate water supply supported by banks for loan applications.
4. School education programs	<ul style="list-style-type: none"> - Continue watershed protection education in schools

Table 1: Region-wide Recommendations (continued)

Priority Action	Notes
<p>Program 2: Water Resources Inventory and Monitoring</p>	
<p>4. Develop indicators for assessing water resources, which can be monitored on a yearly basis across the Region to track program success.</p>	<ul style="list-style-type: none"> - Could be part of the Regional Growth Strategy sustainability indicators. Need to be developed early in the program. Potential indicators include stream temperature, groundwater elevations, groundwater quality, volume of water extracted, etc.
<p>5. Develop Water Budgets for each of the seven (7) major watershed areas.</p>	<ul style="list-style-type: none"> - See also Program 4. - A water budget "looks at how much water enters a watershed, how it's stored and how much water leaves. It also looks at what we are doing on the land that impacts water quality and quantity and then this information helps us to determine how much water is available for human uses while ensuring there is still enough left for natural processes." - A conceptual water budget model is first developed to obtain a basic understanding of the physical flow system. - An initial synthesizing of available data will be used to understand the way that water moves throughout the watershed. Various data sources include stewardship groups, DFO (e.g. Little Qualicum River flow monitoring), BCCF, etc. - Initial work will indicate where critical data gaps exist and identify how to fill these gaps. - Where possible, work with municipalities in development of water budgets.
<p>6. Refine water budgets</p>	<ul style="list-style-type: none"> - The budgets will be refined as new data (such as water extraction information) is generated. In at-risk areas, detailed modeling may be needed in the future. - New data collection will involve partnerships with other organizations including stewardship groups, students (e.g. VIU), private land owners, including forestry, and other agencies such as MOE, VIHA, and municipalities.

Conservation Ontario. "Integrated Watershed Management: Navigating Ontario's Future – A Water Budget Overview". (October 2009). URL source: <
http://www.conservation-ontario.on.ca/watershed_management/reports/IWM_WaterBudgetOverview_Final_Jun2.pdf>. (November 2010).



Table 1: Region-wide Recommendations (continued)

Priority Action	Notes
<p>8. Better understand water extraction by collecting water use information on representative user groups e.g. golf courses, agriculture, commercial/industrial.</p>	<ul style="list-style-type: none"> - In serviced areas, extraction information could be obtained by surveys of users and/or water purveyors. In unserviced areas, metering volunteer representative users could provide a coarse indicator of typical water consumption. - Follow up on potential information source regarding water usage in Gabriola Village (Islands Trust rezoning).
<p>9. Create central repository for storing river flow data (high and low), stream temperature, etc. Train and work with Stewardship Groups to monitor flows and install automated data collectors as needed on priority waterways.</p>	<ul style="list-style-type: none"> - Develop a program where information may be entered online – partners might be community mapping network, VIU students or RDN Information Services. - Encourage flow and temperature monitoring at multiple points (tributaries) in a stream system. Explore a data collection training program (VIU, MOE). If needed, automated loggers can assess stream flow and water quality on a high-frequency basis. Work with other agencies (DFO, stream keepers) to select the most desired monitoring locations.
<p>10. Start groundwater level monitoring by working with major users.</p>	<ul style="list-style-type: none"> - Work with water suppliers and purveyors to collect and record water level (piezometric) data on a regular basis (static levels). Where possible, work with these groups to obtain daily extraction data. This could be accompanied with a training program to describe the rationale and importance of this monitoring. Expand to private wells where needed or feasible.
<p>11. Work with Ministry of Environment and local volunteers to monitor surface water quality in priority rivers, lakes and streams.</p>	<ul style="list-style-type: none"> - Develop a long-term partnership plan for the surface water quality monitoring program.
<p>Program 3: Land Planning and Development</p>	
<p>12. Strengthen Regional Growth Strategy language regarding protection of drinking water and watersheds.</p>	<ul style="list-style-type: none"> - Underway in current RGS review.
<p>13. Adopt Low Impact Development Engineering standards with Development Services and Sustainability Departments and MOTI.</p>	<ul style="list-style-type: none"> - Approval officer is MOTI, and therefore coordination is required.

Table 1: Region-wide Recommendations (continued)

Priority Action	Notes
<p>13. Update Landscape and Irrigation Design standards and bylaws. Include performance requirements for properly designed irrigation systems, soil depth, etc. to reduce water use.</p>	<ul style="list-style-type: none"> - Standards should address properly designed landscape and irrigation for water conservation. - Reduce requirement for permanent irrigation while recognizing need for establishment watering.
<p>14. Refine requirements for aquifer and surface water assessments for subdivision and development proposals, to include in-depth information on long-term and cumulative impacts and capacity. Also, information should be submitted in a format that is of value in providing an increased understanding of water resources in the Region.</p>	<p>Use Groundwater Bylaws Toolkit as a resource, as well as suggested:</p> <ul style="list-style-type: none"> - Improved standards for hydrogeological assessments, and ensure assessments are up to date to include cumulative impacts. - Consider mandatory testing of wells for submission with applications. - Establish minimum testing requirements that increase depending on size of development. - Work with Development Services to consider requiring higher standards for water conservation on at-risk aquifers (e.g., Yellowpoint, Parksville, Benson Meadows area aquifers, etc.)
<p>15. Consider requiring new development to include hydrological impact modeling using the Water Balance Model or other hydrological modeling tools.</p>	<ul style="list-style-type: none"> - Partner with the municipalities to move towards integrated rainwater management (e.g. as in Beyond the Guidebook). - Look at options for retrofitting older development to reduce hydrological impacts.
<p>Program 4: Watershed Management Planning</p>	
<p>16. Work with Development Services to develop bylaws addressing construction best management practices including sediment & erosion control, spill preparedness, etc.</p>	<ul style="list-style-type: none"> - Construction activities can have greater impacts on watershed health than the final land use.



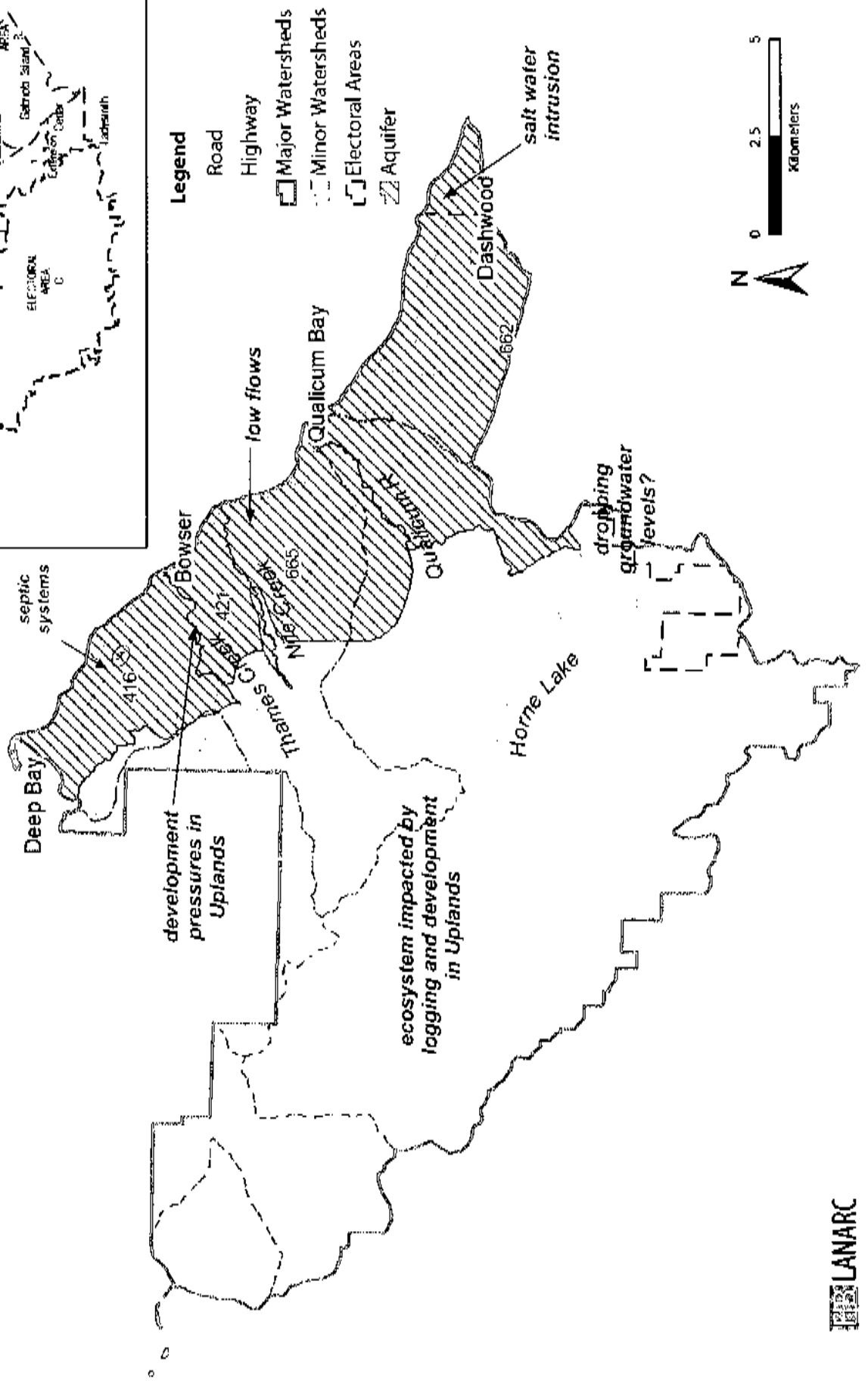
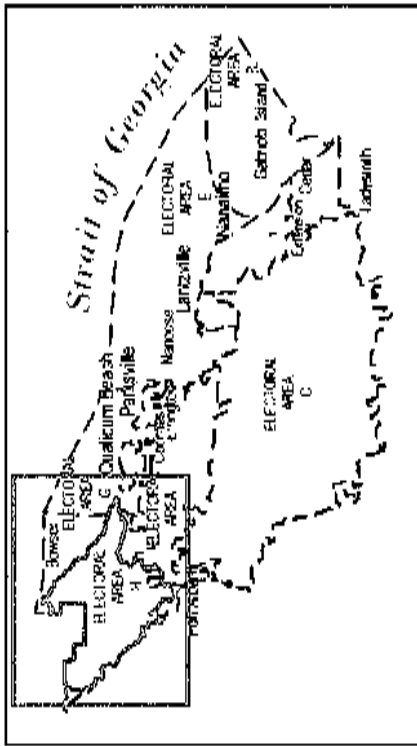
Table 1: Region-wide Recommendations (continued)

Priority Action	Notes
Program 5: Water Use Management	
17. Develop a voluntary Water Purveyor Working Group, to assist small water purveyors in the Region.	<ul style="list-style-type: none"> - Development is underway with the Sustainable Infrastructure Society.
18. Provide incentives for water conservation practices, both indoor and outdoor.	<ul style="list-style-type: none"> - The RDN report Innovative Options and Opportunities for Sustainable Water Use provides guidance for this.
19. Communicate building options for rainwater and graywater reuse in co-operation with BC Building Safety Branch and local Building Inspectors.	<ul style="list-style-type: none"> - Upcoming Building Code changes may reduce barriers to water reuse.
Program 6: Water Quality Management	
20. Outreach to residences / business / industry for aquifer protection in at-risk or vulnerable areas e.g. vulnerable aquifers, riparian areas.	<ul style="list-style-type: none"> - Aquifer protection information would need to be developed. - There are currently outreach programs in place for riparian landowners including Living by the Water, Stewardship BC, Green Shores, The Land Conservancy, etc.
21. Promote the Environmental Farm Plan program with agricultural community, and explore potential partnerships.	<ul style="list-style-type: none"> - In coordination with outreach team that performs tasks in Program 1
22. Move forward with "WellsMART" and "SepticSMART" education.	<ul style="list-style-type: none"> - In coordination with outreach team that performs tasks in Program 1
Program 7: Climate Change	
23. Work with MOE to develop a climate change monitoring program.	<ul style="list-style-type: none"> - For example, snowpack monitoring on Arrowsmith.

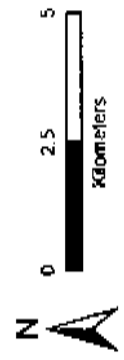
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**Watershed #1
Big Qualicum River Watershed, Mile Creek,
Thames Creek, Rosewall Creek**



- Legend**
- Road
 - Highway
 - Major Watersheds
 - Minor Watersheds
 - Electoral Areas
 - Aquifer



1.0 Big Qualicum River Watershed, Nile Creek, Thames Creek, Rosewall Creek

Analysis

The two main priorities in this area are surface water flows and groundwater sustainability. The community is interested in maintaining surface water flows for ecosystem needs and improving our understanding of groundwater in order to better plan for the future. There is a great deal of concern regarding the sustainability of groundwater supply given current and future development. There is an interest in better understanding the aquifer, including direction of flow, and its sustainable yield. Very little is known about these aquifers. There is one observation well in aquifer 416, but limited knowledge of the surrounding aquifers. Low water tables create stress on local ecosystems, reduce drinking water supplies, and lead to salt water intrusion. There is already evidence of salt water intrusion in the Dashwood area. It is recommended to monitor aquifer levels to establish gradients and monitor water quality and near-shore sites. The main concern is new development and the challenges of implementing best practices to protect water quality in a rural community (reducing dumping, improving poorly functioning septic systems, etc.). There is currently a proposal in place to study the feasibility of a sewer system in the area. There are active community stewardship groups in this community. There is likely potential to work with these groups on low flow monitoring.

Recommendations

Priority Action	Notes
<ul style="list-style-type: none"> 1. Develop a better understanding of aquifers and the impacts of extraction by monitoring groundwater levels in all aquifers in the watershed area. <ul style="list-style-type: none"> - 1a) Pursue low-cost monitoring opportunities, such as monitoring unused residential wells, to help gather information on unmonitored aquifers #421, 665, 661. - 1b) Monitoring well to be installed in aquifer #562 (Qualicum River Village area) - 1c) Survey groundwater quality in wells in coastal areas to identify salt water intrusion issues. 	

Comments

- Groundwater levels seem stable now, but there are questions about sustainable yield.
- MOE confirmed a link between shellfish health and septic system performance. Environment Canada and the VIU Shellfish Research Centre have information on the impacts, which appear to be affecting algae growth.

Issues (Existing Confirmed Problems)

1. Ecosystem impacts from logging and development, in Big Qualicum, Nile Creek, and Thames Creek (noted by DFO and stewardship groups).
2. Low rivers flows on Thames; Nile Creek likely affecting foreshore ecosystem
3. Salt water Intrusion – Dashwood, noted in Flamingo Drive area

Concerns (Existing, Unconfirmed Problems)

1. Development Impacts east of Bowser – concern over upland development and over-extraction of groundwater
2. Dropping Groundwater Elevations – Deep Bay Area – Lots of extraction (tree farm, private wells, agriculture, forestry, two waterworks, but no coordination of information, extraction)
3. Concern over contamination upstream in Qualicum River
4. Dropping groundwater elevations around Horne Lake

Threats (Activities)

1. Illegal dumping over highly vulnerable aquifer
2. Recreational activities over highly vulnerable aquifer
3. Development – Bowser, Deep Bay, uplands
4. Septic Systems – affecting groundwater in recharge areas in Deep Bay, affecting shellfish

Opportunities

1. Transfer Centre
2. Sewer system
3. Water Quality Monitoring – Streamkeepers

Information Gaps

1. Aquifer recharge areas, direction of flow, carrying capacity noted multiple times
2. Big Qualicum – Groundwater/Surface Water Interaction
3. To better understand salt water intrusion, monitor aquifer levels to establish gradients, monitor water quality in near shore sites

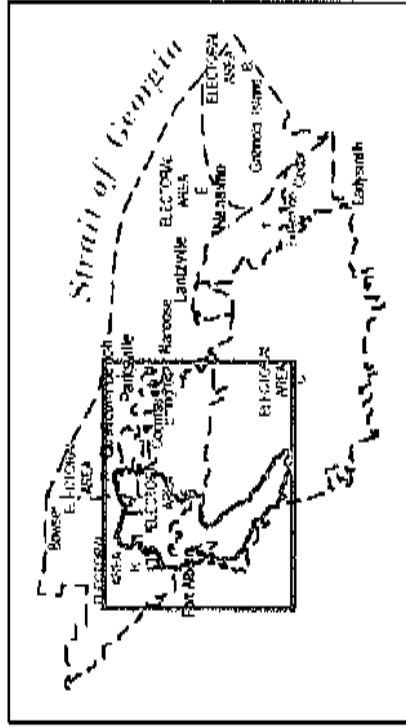
Vulnerabilities

1. Gainsberg swamp – sensitive ecosystem
2. Bowser is drawing from groundwater outflow – vulnerable to up-gradient impacts
3. Aquatic habitat in rivers (e.g., Nile Creek) – Coho and chum salmon require a base flow through summer for rearing habitat

Watershed #2 Little Qualicum

RV park
 Dashwood
 662
 661
 Kinross Creek
 Whiskey Creek
 Hilliers
 gravel quarries
 development without information on groundwater impacts
 dropping groundwater levels
 Cameron Lake
 gravel quarries
 low fish counts on Harris and Crocker Creek?
 old gas stations in coastal areas
 septic systems in floodplains

watershed plan



Legend

- Electoral Areas
- Road
- Highway
- Major Watersheds
- Minor Watersheds
- Aquifer

2.0 Little Qualicum

Analysis

There are a significant number of concerns regarding groundwater elevations in the upland areas in Spider Lake and Qualicum River Village. There is limited understanding of groundwater in these areas, coupled with significant development. Developments such as the Little Qualicum River Estates highlight the importance of inter-jurisdictional communication and the need for hydrogeological assessments to better understand the impacts of extraction. There is limited development potential in the Spider Lake area now. However Qualicum River Village still has significant development potential. It is important to understand this aquifer's ability to support current and future use.

There is also an interest in protecting the little Qualicum River, both on a larger scale through a watershed management plan and more directly through floodplain protection. There is an interest in protecting the floodplain from logging as well as from septic system contamination.

Recommendations

Priority Action	Notes
<p>1. Groundwater level monitoring</p> <ul style="list-style-type: none"> - 1a) Spider Lake: Given its limited development potential, pursue low cost monitoring strategies in this area. Consider a volunteer residential monitoring program or look at potential of installing monitoring equipment in capped well in park (first, need to determine if it is the right aquifer); - 1b) Qualicum River Estates area has significant development potential and an observation well is to be added in the area and to the MOE Observation Well Network in late 2010/early 2011. 	

Comments

- Although there were concerns that the Spider Lake Mobile home park has the potential for significant impact groundwater levels, there are indications that there aren't many permanent residents and therefore the park would not have a large impact.
- In Qualicum River Village, with the existing zoning, there is development potential for the population to double.

Issues (Existing Confirmed Problems)

1. Significant number of concerns regarding dropping groundwater elevations in Spider Lake and Qualicum River Village area (no monitoring wells, but hydrogeologists, well drillers, landowners report); – Aquifers 561 and 562 - no information on long term effects of development in these areas
2. Qualicum Beach Observation wells – Dropping groundwater elevations reported

Concerns (Existing, Unconfirmed Problems)

1. Low fish counts in Harris and Crocker Creek

Threats (Activities)

1. RV Park near Spider Lake – very large land user and potentially has all year residents – potentially impacting water in Spider Lake area
2. Development without information on impacts – e.g., Spider Lake, Little Qualicum River Estates
3. Development without local authority input – e.g., Little Qualicum River Estates
4. Contamination Potential – Old gas stations in coastal areas
5. Mining Activities - Gravel Quarries at Spider Lake and Whiskey Creek – concerned about impacts on groundwater
6. Activity in flood plains – logging and septic fields
7. Potential commercial clear cutting on Whiskey Creek

Opportunities

1. Monitoring well - potentially use Dashwood Firehall well
2. Work with property owners in Spider Lake area interested in monitoring private wells
3. Work with stewardship group to monitor water quality in critical fish streams
4. Watershed Plan for Little Qualicum River
5. Protection of LQR floodplain

Information Gaps

1. Surface Water and Groundwater Interactions and wetland dynamics in Whiskey Creek Area

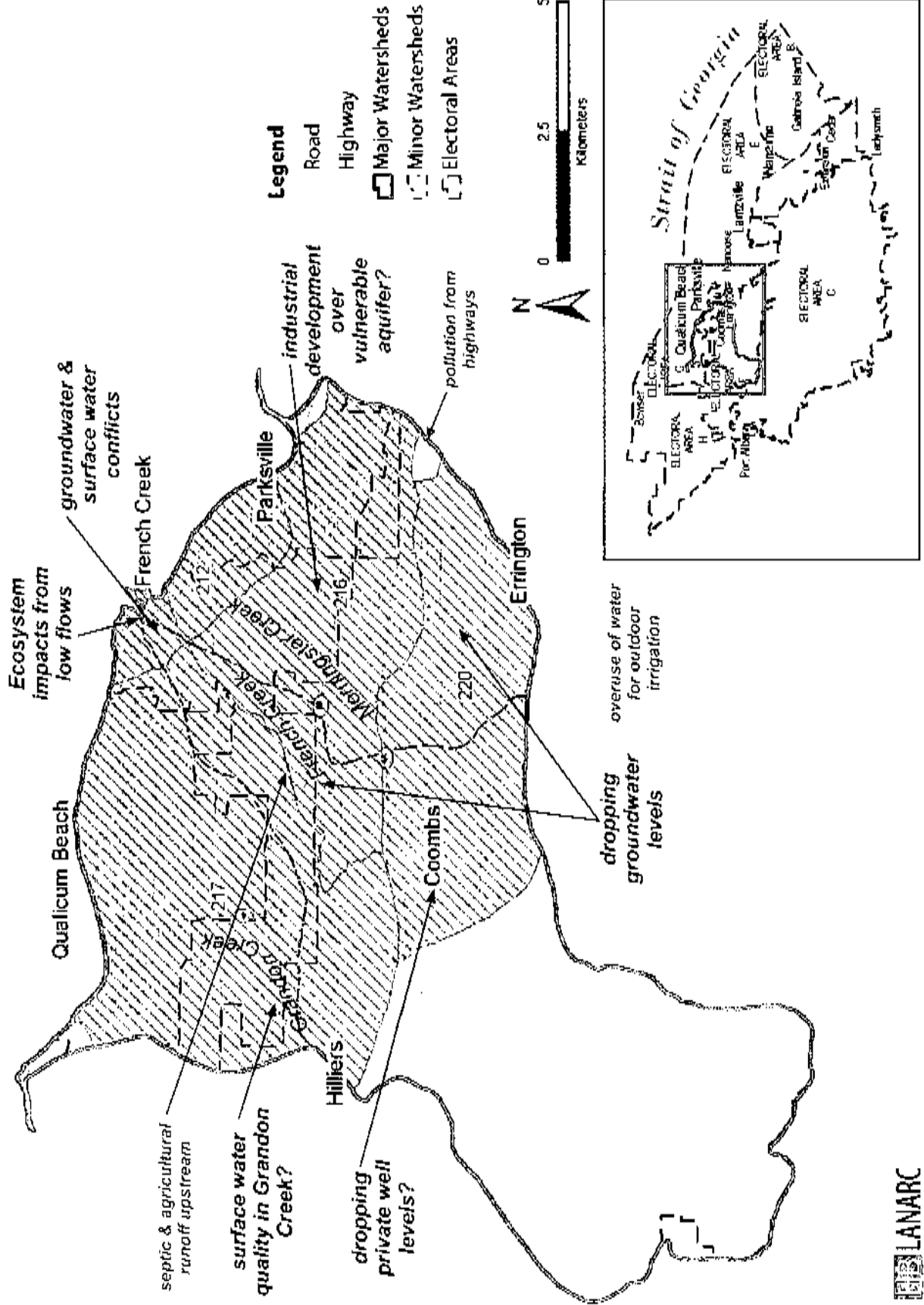
Vulnerabilities

1. Little Qualicum River - needs better upstream protection

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Watershed #3 French Creek, Qualicum Beach & Parksville Uplands



3.0 French Creek, Qualicum Beach and Parksville Uplands

Analysis

There is a significant concern over dropping groundwater elevations in the French Creek watershed and the Parksville-Qualicum aquifers. From 2000 to 2010 groundwater levels have dropped 2.5m in Aquifer 216. There is a consensus that we need to better understand groundwater and surface water interactions in this watershed. It is likely that these systems are connected. French Creek naturally has summer low flows, but there are concerns that it has unusually low flows in recent years, and that this will impact ecosystem health. There is a relatively high population in this area (approximately 10,000) and with further development and the affects of climate change it is likely that low flow conditions will worsen.

There are also concerns regarding the potential for contamination of the aquifers due to industrial commercial use. It has been recommended to monitor heavily developed aquifers for water quality in addition to water levels, especially aquifer 220. There are concerns that there is significant development potential in unserviced areas such as Coombs, off of Highway 4. There are also suggestions on how to improve groundwater stewardship in those areas. Grandon Creek has been noted as a nearby waterway which has the potential to be contaminated by nearby industrial uses. There is an interest in surface water quality testing on Grandon Creek in order to better understand the impacts. There are existing threats to rural surface and ground water quality. Septic systems and agricultural runoff are identified as threats in the rural headwaters and there is a need to promote rural best management practices. Urban development also raises concern in this area for impacting water quality and it is suggested to create limits on impermeable surfaces to protect the watershed and promote practices that increase infiltration.

Recommendations

Priority Action	Notes
<ol style="list-style-type: none"> 1. Pursue aquifer characterization for the Parksville/Qualicum aquifers in the French Creek watershed. Partner with other agencies (e.g. Geological Survey of Canada), municipalities and water suppliers in source water protection. 	<ul style="list-style-type: none"> - Invite EPCOR, Qualicum Beach, City of Parksville to participate in this process.
<ol style="list-style-type: none"> 2. Consider a Rural Water Quality Improvement Program to promote best management practices for septic systems and agriculture in this area. 	<ul style="list-style-type: none"> - Partner with municipalities as it relates to Source Water Protection, and Wastewater Services, for on-site systems.
<ol style="list-style-type: none"> 3. Obtain information on groundwater quality in vulnerable aquifers in developed areas (e.g. aquifer 216); 	<ul style="list-style-type: none"> - Obtain information on water quality in the developed, highly vulnerable aquifers. The City of Parksville currently monitors production wells in aquifer 216. Explore other potential data sources (e.g. EPCOR, etc.) to determine if there are impacts to groundwater quality caused by land uses over vulnerable aquifers.

Comments

- Summer extractions from French Creek during low flows are potentially harmful to fish and aquatic ecosystem – look for opportunities to encourage MOE and groundwater legislation to manage extraction quantity and timing.

Issues (Existing Confirmed Problems)

1. Parksville Aquifers – primarily aquifers 216 and 220, but also aquifer 217 have significantly declining water levels. This affects the municipal water supply wells and also private residential wells. Some private wells show dropping levels in the Coombs area.
2. French Creek low flows are causing ecosystem impacts
3. Groundwater and surface water conflicts

Concerns (Existing, Unconfirmed Problems)

1. Impact of industrial development in Church road area on vulnerable aquifer.
2. Private wells going dry in Coombs area.
3. Potential for contamination of EPCOR wells
4. Surface water quality in Grandon Creek
5. Runoff and flooding concerns

Threats (Activities)

1. Overuse of water for outdoor watering in Town of Qualicum Beach
2. Industrial/Commercial Development in Coombs - Land use / highway configuration lends itself to strip development with large parcels. Lack of service makes this land most attractive to industry / unregulated commercial development. Since this is upstream of Parksville, potential impact to surface and groundwater is high.
3. Urban Development – impermeable surfaces
4. Septic runoff into French Creek in upstream areas (Coombs)
5. Agricultural runoff into French Creek in upstream areas (Coombs)
6. Automobile pollution from highways
7. Automobile wrecking yards on Grandon Creek – automobiles potentially leaking contaminants that could impact surface and groundwater quality

Opportunities

1. Promote smarter water systems (with precipitation sensors) for residences
2. Keep impermeable surface areas on properties as low as possible
3. Survey recharge areas (in detail) along highway 4; create signage, inventory land use and install monitoring wells

Information

Gaps

1. Groundwater/Surface Water Interactions
2. Need to better understand actual use for licensed surface water extractions and groundwater users
3. Identify recharge areas along highway 4
4. Need to monitor heavily developed aquifers for water levels and water quality – e.g. aquifers 216, 209, and 220. Parksville currently monitors raw water quality in their production wells. Seek other potential sources of information on water quality in the area.

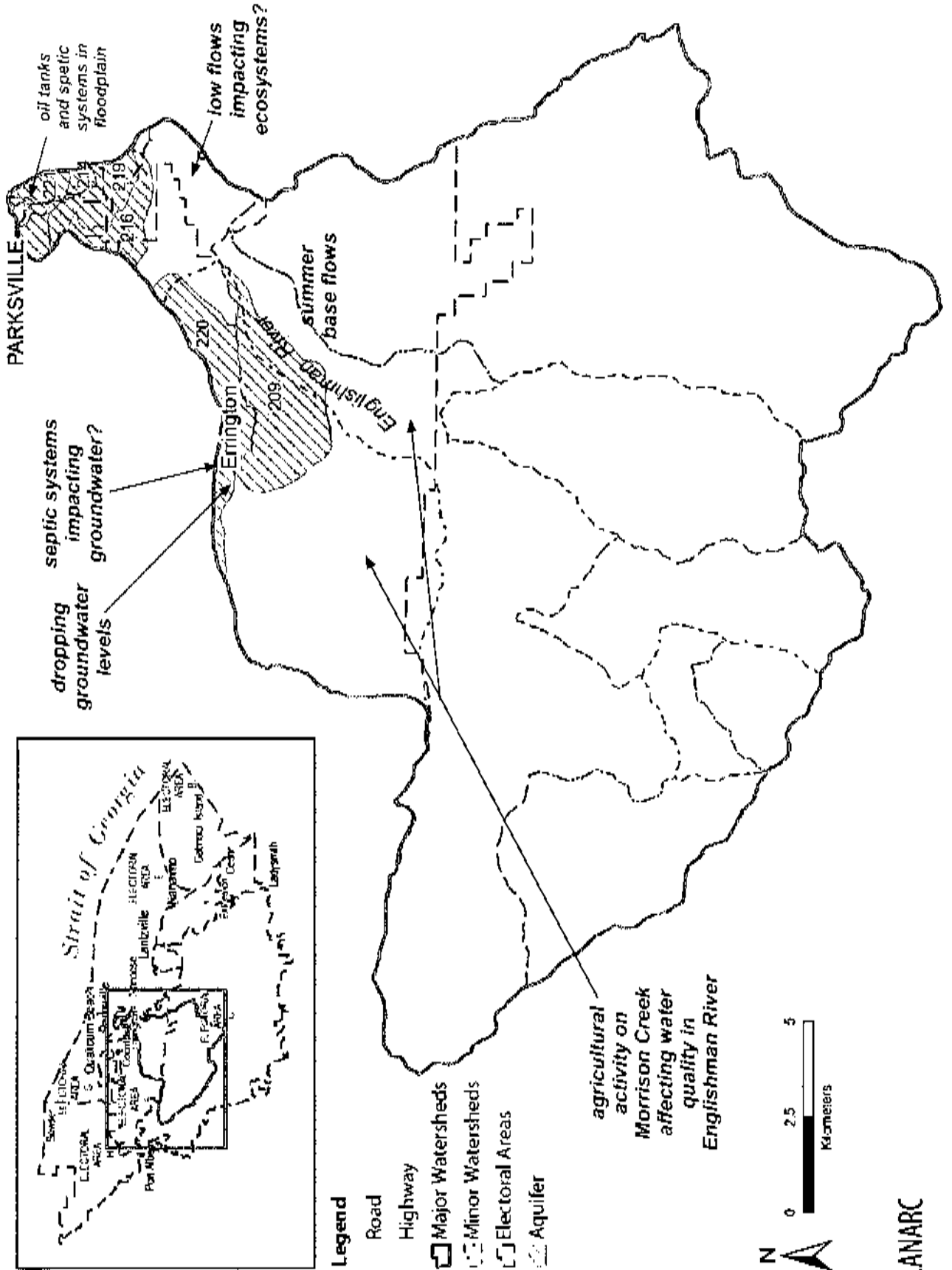
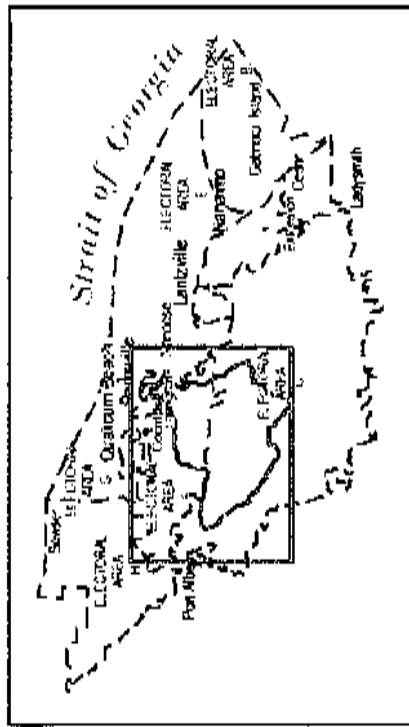
Sources:

1. City of Parksville rainfall gauge – community park and sewer monitor
2. Riparian Areas reports

Vulnerabilities

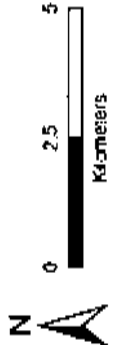
1. Relatively vulnerable aquifers in watershed
2. Many users of water in area without a good understanding of interconnections
3. French Creek - Sensitive Stream Designation.

Watershed # 4 Englishman River



Legend

- Road
- Highway
- Major Watersheds
- Minor Watersheds
- Electoral Areas
- Aquifer



4.0 Englishman River

Analysis

The Englishman River is a major water supply source for the local community. It is also a valuable fisheries river. Groundwater plays a key role in summer low flows in the river and there is an interest in better understanding this relationship and maintaining sufficient summer low flows for ecosystem health. Septic systems and agricultural activities are potential threats to surface and groundwater quality in the rural portions of the watershed (e.g., Morrison Creek). In this area, there are concerns regarding overuse of water for outdoor watering as well as the cosmetic use of pesticide and herbicide in urban areas. The northern portion of this watershed includes part of aquifer 220, which is showing declining groundwater levels.

Recommendations

	Priority Action	Notes
1.	Work with partners to better understand groundwater-surface water interactions.	- Partners include MWIHES, NRCAM, etc.
2.	Determine if there is a need for an ongoing water quality survey of the tributaries and main-stem of the river to protect the source of the local water supply.	- Full spectrum testing is currently done by the City of Parksville. If interested, partner with municipalities and water suppliers in further source water protection.
3.	Consider a Rural Water Quality Improvement Program Pilot Project to promote best management practices for septic systems, fuel storage and agriculture in this area.	- Partner with municipalities as it relates to Source Water Protection, and Wastewater Services for on-site systems.

Issues (Existing Confirmed Problems)

1. Agricultural activities on Morrison Creek affecting water quality in Englishman River
2. Groundwater levels dropping in wells in Errington area (aquifer 220)

Concerns (Existing, Unconfirmed Problems)

1. Cosmetic pesticide and herbicide use polluting groundwater
2. Unregulated water licenses users are over-extracting
3. Ecosystem impacts – MOE believe 10% of Mean Annual Discharge (MAD) is acceptable for rearing fish
4. Onsite septic systems in Errington impacting groundwater

Threats (Activities)

1. Overuse of groundwater for outdoor water use in the summer
2. Septic Systems in floodplains in Parksville
3. Oil Tanks in floodplains of Englishman in Parksville
4. Logging in watershed
5. Transfer of water out of watershed to surrounding communities through the Arrowsmith Water Service

Opportunities

1. Reduce poor industrial, commercial and institutional irrigation practices
2. Pulse flow opportunities to facilitate fish migration (BDN, City of Parksville, DFO)
3. Keep forests intact in watersheds and recharge areas

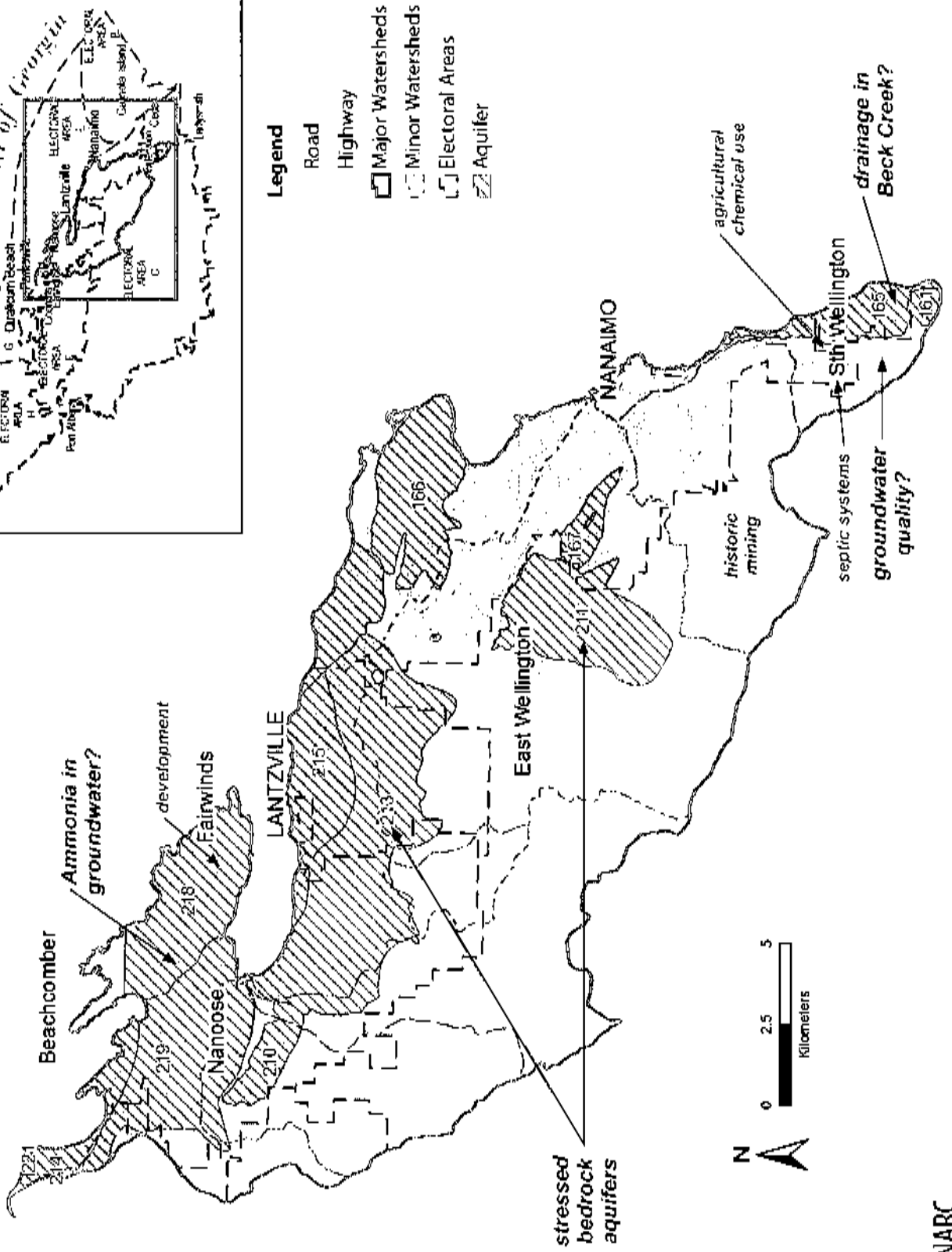
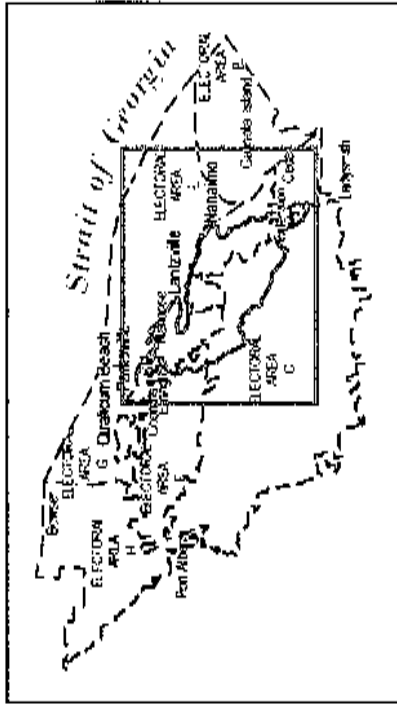
Information Gaps

1. Groundwater and Surface Water Interactions
2. Impact of climate change on water supplies
3. Publicly available information on groundwater quality from private wells (e.g., Errington)
4. Need to understand consumption by different land uses prior to setting priorities
5. Information on actual use of large private water users (e.g., irrigation, golf courses, industrial, resorts)

Vulnerabilities

1. Estuary – sensitive ecosystem vulnerable to contamination (e.g., from stormwater outfalls)
2. Arrowsmith Water Service Intake on River – Community Watershed
3. Englishman River - Sensitive Stream Designation – Vulnerable aquatic ecosystems

Watershed #5 South Wellington to Nanoose



5.0 South Wellington to Nanoose

Analysis

This area is a mix of rural and urban development including the District of Lantzville, the City of Nanaimo, the Nanoose Peninsula, and South Wellington. Comments included in this snapshot are focused primarily on the Electoral Area lands. Located close to the urban area of Nanaimo, these Electoral Area lands contain a significant amount of residential development that is recent and with a large footprint.

This region contains a significant number of bedrock aquifers. There are concerns that many of these aquifers, especially in the northern half of the region (e.g., 218 - Nanoose, 213 - Superior Road area, 213 - Benson Meadows area), are under stress. Many of the suggestions focus on water conservation - the development of irrigation guidelines, encouragement of xeriscaping, building code upgrades to reduce water use and impermeable surfaces (likely to help promote recharge). Many of the areas that are most greatly impacting groundwater quantity may not face financial barriers to water conservation (Benson Meadows, Lantzville, Fairwinds) - and therefore it will be important to identify the best tactics for reducing water use in these communities.

The impact of septic fields and agricultural chemical use on groundwater quality is mentioned in the Benson Meadows and South Wellington area. There are high density shallow dug wells and septic systems in the South Wellington area, which has the potential to affect groundwater quality. There is an interest in better understanding the impacts of historical activities (mining, contaminated sites) on the quality of groundwater.

Recommendations

Priority Action	Notes
1. Implement a groundwater quality monitoring study in South Wellington (nitrates, bacteria, chemicals)	<ul style="list-style-type: none"> - Monitoring should target areas with a high density of septic systems - In addition to monitoring groundwater, conduct water quality testing in ditches and streams - South Wellington extends into part of Watershed 6.
2. Include high water use neighbourhoods in a Community Based Social Marketing (CBSM) Pilot Project.	<ul style="list-style-type: none"> - Target neighbourhoods might include Fairwinds, Benson Meadows.

Issues (Existing Confirmed Problems)

1. Dropping ground water levels, stressed bedrock aquifers – Benson Meadows (aquifer 211), Superior Road/Westwind Drive (Aquifer 213);

Concerns (Existing, Unconfirmed Problems)

1. Poor groundwater quality due to concentration of wells and septic fields as well as agricultural chemical use in South Wellington
2. Groundwater Quality – Ammonia in Nanoose – interest in identifying source
3. Drainage issues - Beck Lake/Beck Creek – Beck Creek no longer drains properly

Threats (Activities)

1. Increased development in Nanoose
2. Golf course impact on water quantity and degradation of water quality (Fairwinds/Nanoose)
3. Agricultural Chemical Use - South Wellington
4. Development of large homes – large homes=high water use
5. Mining – Need to better understand impacts on water quality (e.g., South Wellington area)
6. On-Site septic system failures and poor maintenance (e.g., Benson Meadows, South Wellington)

Opportunities

1. Explore the development of septic maintenance/inspection regulations.
2. Increase education with respect to water conservation.
3. Work with the Province to provide water conservation opportunities in the Building Code.
4. Broaden discussion to include First Nations.
5. Partner with schools to educate on climate change and water use
6. Develop irrigation guidelines to prevent overuse
7. Partner with nurseries, garden clubs, and BCLMA to encourage xeriscaping
8. Increase permeable surfaces in urban areas

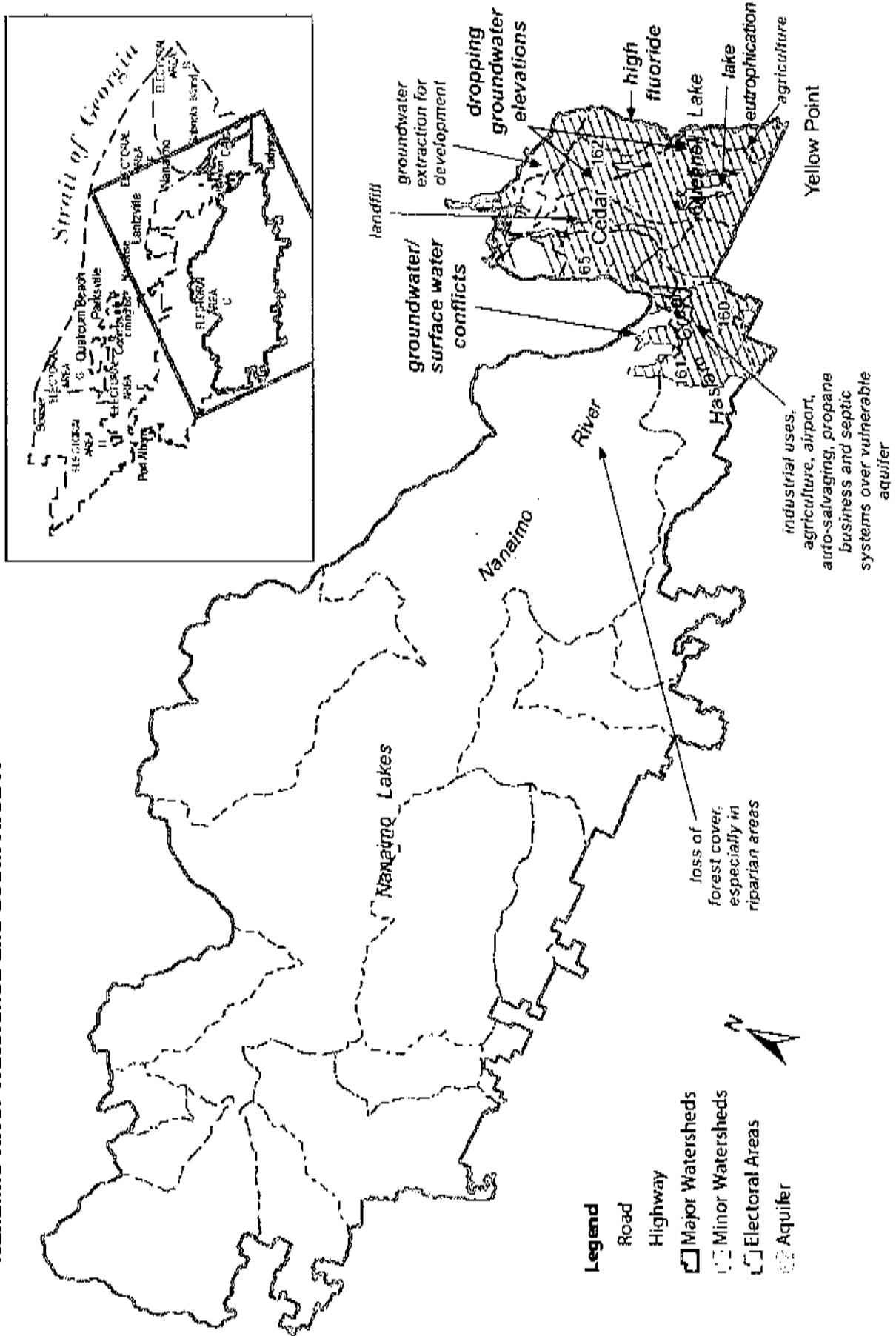
Information Gaps

1. Need an observation well in aquifer 219.
2. Fill information gaps with climate data from elementary school network run by UWIC, City of Parksville rainfall gauge (P/W/ yard), and other sources.
3. Contaminated Sites

Vulnerabilities

1. Lots of bedrock aquifers in this area - wells - react quickly to rain and impacted by land use
2. Coastal Douglas Fir Ecosystem and wetlands
3. Rural land – limits to well and septic capacity

Watershed #6 Nanaimo River Watershed and South Area A



6.0 Nanaimo River Watershed and South Area A

Analysis

The Nanaimo River watershed is currently primarily rural with areas of urbanization and industrial activity. This watershed has the potential for significant growth in the future. The two main concerns in the area are groundwater supply in the Yellowpoint Aquifer, and groundwater quality in the Cassidy aquifer. From 2000 to 2010 groundwater levels in the Yellowpoint aquifer have dropped an average of 13m. Some of the residents in the area that are not in the North Cedar Improvement District (NCID) water service area rely on bulk water deliveries or rainwater catchment for water supplies in the late summer months. The Yellowpoint aquifer was ranked as the second highest priority aquifer on Vancouver Island by the Ministry of the Environment due to its low productivity, increasing population, and significantly dropping groundwater elevations. There is also evidence of salt water intrusion in this aquifer along the coast. Residents have expressed concerns over the ability of this aquifer to support any future development.

The Cassidy aquifer is a large aquifer that is highly vulnerable to contamination. In the Cassidy area, there is a strong concern that land uses including wrecking yards, airport activities, fuel storage, forestry, trailer parks, on-site systems, and landfills could impact the groundwater quality in this vulnerable aquifer.

Surface water is also a concern in this watershed. Small lakes in the Yellowpoint area face eutrophication, possibly caused by septic systems or agricultural runoff. There is an interest in better understanding the groundwater and surface water interactions between the Nanaimo River and the Cassidy aquifer. This interaction is particularly important for protecting base flows in the Nanaimo River and maintaining the health of the estuary.

Recommendations

Priority Action	Notes
1. Work with Development Services to strengthen the OCP to require a more rigorous approach to determining long term water supply for new development that protects the resource.	<ul style="list-style-type: none"> - Underway as part of the Area A OCP update
2. Monitor groundwater levels in private wells in Yellowpoint.	<ul style="list-style-type: none"> - Develop volunteer private well monitoring program - Determine if information on lake levels would be helpful in assessing aquifer health. This information may be collected by BC Conservation Foundations or other organizations.
3. Install and monitor new observation well in Yellowpoint aquifer.	<ul style="list-style-type: none"> - To be added to Provincial Observation Well Network

Priority Action	Notes
4. Develop longer term water quality monitoring program in vulnerable aquifers that have industrial land uses and high density wells and septic (e.g. Cassidy).	<ul style="list-style-type: none"> - Monitoring should target areas with a high density of septic systems - In addition to monitoring groundwater, conduct water quality testing in ditches and streams - The Airport may be interested in partnering for this program as they may already have a monitoring program in place.
5. Rural Water Quality Program target pilot project area – Yellowpoint, South Wellington, Cassidy.	<ul style="list-style-type: none"> - Potential pilot project areas in South Wellington, Cassidy (due to high density wells and septic systems) and in Yellowpoint to address lake eutrophication.

Issues (Existing Confirmed Problems)

1. Groundwater/Surface Water Conflicts in Nanaimo River
2. Surface water quality concerns - Eutrophication of small lakes in Yellowpoint area
3. Groundwater quantity issues in Yellowpoint Aquifer: Dropping groundwater levels in private wells, many wells go dry, salt water intrusion in foreshore, dropping levels in OBS well
4. Groundwater quality issues in Yellowpoint Aquifer – high fluoride

Concerns (Existing, Unconfirmed Problems)

1. Over extraction of groundwater in Yellowpoint Aquifers
2. Potential impacts of septic disposal on both ground and surface water.
3. Cassidy –potentially dropping groundwater levels
4. Surface Water Quality concerns due to agriculture
5. Groundwater contamination in the Cassidy aquifer due to Industrial/Commercial uses

Threats (Activities)

1. Forestry and development – loss of permeable surfaces and forest cover, especially in riparian areas
2. Regional Landfill – contamination potential
3. Agricultural Runoff – impacts surface water quality especially in smaller lakes and creeks
4. Industrial Activities:
 - Industrial activities and auto salvaging operation in South Wellington area over vulnerable aquifer
 - Airport – Industrial Commercial development use over vulnerable aquifer
 - Propane tanks – buried from old propane business in Cassidy area
5. Development:
 - Oceanview – large extractions for recreation from low producing aquifer
 - Any further extraction from low producing Yellowpoint Aquifer may be unsustainable
 - Residential Development in Cassidy – concerns over increased extraction
 - Increased impermeable surfaces
6. On-site systems – Cassidy (trailer parks, especially), NCID, Cedar Rd near river – flood during rainy season

Opportunities

1. Explore the development of septic maintenance regulations.
2. Central disposal location for electronic and other hazardous waste so it doesn't end up in landfill
3. Work with realtors to obtain and share water resource information
4. Allow roof collection and cistern storage for water supplies
5. Evaluate new methods/equipment for agricultural watering
6. Work with Ducks Unlimited to explore data sets for Becks Creek.

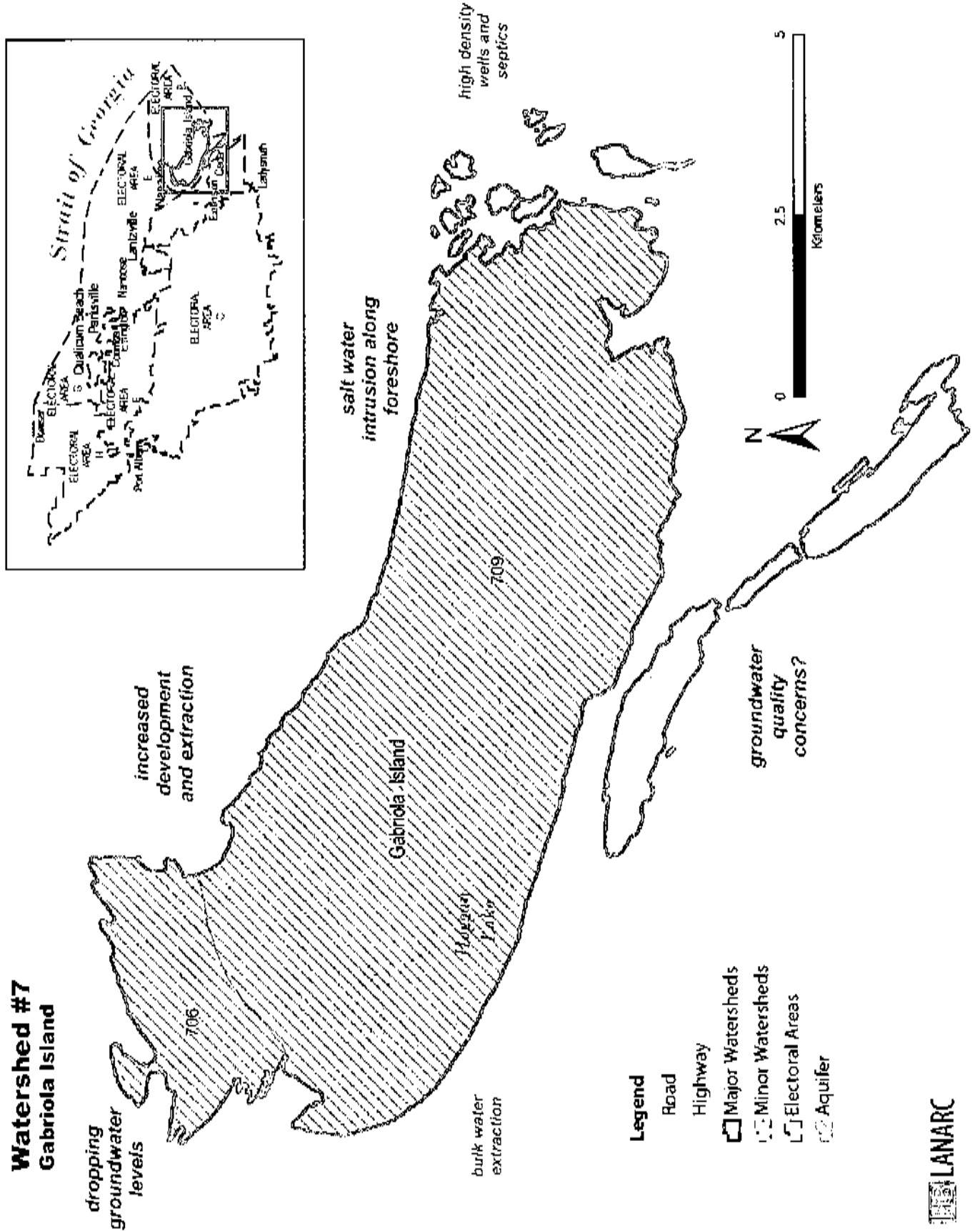
Information Gaps

1. Nanaimo River- groundwater and surface water interactions
2. Water Quality Monitoring – both ground and surface water
3. Need to obtain information on actual extractions of surface water and groundwater (including agricultural use)

Vulnerabilities

1. Cassidy aquifer is highly vulnerable
2. Yellowpoint aquifer is very low producing.

Watershed #7 Gabriola Island



7.0 Gabriola Island

Analysis

Gabriola Island is largely rural with water supplies provided primarily via private wells in aquifers that rely on rainwater recharge. Precipitation in the form of rain is the only source of water on Gabriola. Gabriola Island is unique from the remainder of the Regional District in that there is limited natural water storage capacity on the island. In the rest of the Regional District, winter precipitation is stored in the mountains in the form of snow. On Gabriola, aquifers are the only significant natural water storage available. Due to the low coastal elevation, there is no opportunity for snowpack accumulations and storage.

There are significant concerns about the availability of groundwater. Currently, many private wells go dry in summer months and due to unreliable groundwater supplies, many residents rely on rainwater harvesting as their primary (potable and non-potable) water supply. There is a concern that there is not enough groundwater available in aquifers to support further growth based on current zoning. In addition to this, commercial groundwater extraction for bulk water sales raises questions associated with the long term sustainability of the aquifers and issues related to equity of supply to neighboring properties.

There are concerns regarding groundwater quality in this watershed. There are no sewer services in this area and residents are concerned that failing/poorly maintained or high density septic systems will impact neighboring wells. The density of lots with individual wells and septic disposal is one of the highest in the RDN Electoral Areas. There are also naturally occurring chemicals in the groundwater in some areas (Baron, Fluoride) that exceed Canadian Drinking Water Quality standards.

There is a great deal of interest in better understanding the availability of groundwater and aligning this with further development. There is also an interest in enabling and supporting rainwater collection as a water source. There is an active citizen's group – the Gabriola Groundwater Management Society – that is interested in partnering with the RDN for groundwater protection initiatives.

Recommendations

Priority Action	Notes
1. Develop groundwater monitoring strategy to better understand water levels. <ul style="list-style-type: none"> - 1a) Install observation well in the Village - 1b) Monitor water levels in volunteer private wells 	
2. Develop a program to obtain well records and locate wells.	
3. Rural Water Quality Program	

Issues (Existing Confirmed Problems)

1. Limited groundwater supply– many private wells go dry in the summer
 2. Dropping groundwater levels – in particular, north side of Island
 3. Saltwater intrusion along foreshore
 4. Groundwater quality – high Boron, Fluoride, pH
-
1. Dropping groundwater elevations – locally around commercial extraction
 2. Dropping groundwater elevations – concern of over-extraction of groundwater across the Island
 3. Groundwater quality –bacteria concerns due to high density septic systems and wells
 4. Groundwater quality – potential for lowered water tables to increase certain chemical concentrations
 5. Future groundwater supply – Aquifers may not be able to accommodate current development potential

Threats (Activities)

1. Increased population growth
2. Bulk water extraction
3. Septic systems –poorly functioning and failed systems, as well as too high density with wells
4. Development – dropping groundwater levels, ditches, and tree clearing on hills will prevent recharge
5. Deep drilling, hydrofracturing

Opportunities

1. Explore the development of septic maintenance regulations.
2. Work with the Province to provide water conservation opportunities in the Building Code.
3. Allow/require rainwater harvesting using cisterns – allow with Building Codes and building permits
4. Identify groundwater availability
5. Support homeowners with knowledge on how to measure well levels, identify salinity, know when they're over pumping, and when to stop pumping
6. Education on groundwater protection
7. Work with Gabriola Groundwater Management Society
8. New development should require permeable paving.
9. Gabriola folkife and village water usage information (Islands Trust rezoning)

Information

Sources:

- Ecosensitive Mapping
- Islands Trust Fund Board – Regional Conservation Plan

Gaps:

- Need an observation well in the Village area
- Need to align vulnerability and groundwater availability maps to inform zoning

Vulnerabilities

1. Aquifers may not be able to accommodate significant population growth
2. Rising sea level due to climate change
3. Vulnerable to drought

8.0 Next Steps

The key recommendations from this 'Watershed Snapshot' will be integrated into the overall *Drinking Water & Watershed Protection* program.

RDN staff will use the input to refine – refocus – the budget allocations for programs and projects in the upcoming years. The input will also allow programs to be focused on key geographic areas – places where either problems or opportunities warrant priority action.

As the RDN, its residents, and its watersheds are constantly changing, the RDN intends to create a living document to solicit public input on an ongoing basis to help guide the *Drinking Water & Watershed Protection* program in future years.

9.0 Region-wide Action Schedule

Table 1 provides a summary of the *Priority Actions* that have come forward through the 2010 work with stakeholders and the community. These actions will be the focus of the *Drinking Water Watershed Protection Action Plan* for the next three years. A review of these priorities and related implementation progress will be held regularly, with community input, as the program unfolds.

Table 1: Region-wide Actions

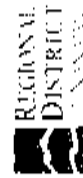
Priority Action	2011	2012	2013
Program 1: Public Awareness and Involvement			
1. Develop an interactive website that allows easy access to water resource knowledge, and water stewardship resources.			
2. Continue outreach activities – focus on outdoor water conservation.			
3. Develop and implement a strategy for rainwater reuse.			
Priority Action	2011	2012	2013
Program 2: Water Resources Inventory and Monitoring			
4. Develop indicators for assessing water resources, which can be monitored on a yearly basis across the Region to track program success.			
5. Develop Water Budgets for each of the seven (7) major watershed areas.			
6. Refine water budgets.			
7. Better understand water extraction by collecting water use information on representative user groups e.g. golf courses, agriculture, commercial/industrial.			
8. Create central repository for storing river flow data (high and low), stream temperature, etc. Train and work with Stewardship Groups to monitor flows and install automated data collectors as needed on priority waterways.			
9. Start groundwater level monitoring by working with major users.			
10. Work with the Ministry of Environment and local volunteers to monitor surface water quality in priority rivers, lakes, and streams.			

Table 1: Region-wide Actions (Continued)

Priority Action	2011	2012	2013
Program 3: Land Planning and Development			
11. Strengthen Regional Growth Strategy language regarding protection of drinking water and watersheds.			
12. Adopt Low Impact Development Engineering standards with Development Services and Sustainability Departments and MOTI.			
13. Update Landscape and Irrigation Design standards and bylaws. Include performance requirements for properly designed irrigation systems, soil depth, etc. to reduce water use.			
14. Refine requirements for aquifer and surface water assessments for subdivision and development proposals, to include in-depth information on long-term and cumulative impacts and capacity. Also, information should be submitted in a format that is of value in providing an increased understanding of water resources in the Region.			
15. Consider requiring new development to include hydrological impact modeling using the Water Balance Model or other hydrological modeling tools.			
Program 4: Watershed Management Planning			
16. Work with Development Services to develop bylaws addressing construction best management practices including sediment & erosion control, spill preparedness, etc.			
Program 5: Water Use Management			
17. Develop a voluntary Water Purveyor Working Group, to assist small water purveyors in the Region.			
18. Provide incentives for water conservation practices, both indoor and outdoor.			
19. Communicate building options for rainwater and greywater reuse in cooperation with the BC Building Safety Branch and local building inspectors.			

Table 1: Region-wide Actions (Continued)

Priority Action	2011	2012	2013
Program 6: Water Quality Management			
20. Outreach to residences / business / industry for aquifer protection in at-risk or vulnerable areas e.g. vulnerable aquifers, riparian areas.			
21. Promote the Environmental Farm Plan program with agricultural community, and explore potential partnerships.			
22. Move forward with 'WellsMART' and 'SepticSMART' education.			
Program 7: Climate Change			
23. Work with MCE to develop a climate change monitoring program.			



10.0 Watershed Specific Action Schedule

Table 2 provides a summary of the Watershed Specific Actions that have come forward and will be the focus in each of these seven (7) areas over the next three years.

Table 2: Watershed Specific Actions

Priority Action	2011	2012	2013
Watershed 1: Big Qualicum, Nile, Thames, Rosewall			
1. Develop a better understanding of aquifers and the impacts of extraction by monitoring groundwater levels in all aquifers in the watershed area.			
a) Pursue low cost monitoring opportunities, such as monitoring unused residential wells, to help gather information on unmonitored aquifers #421, 665, 667.			
b) Monitoring wells to be installed in aquifer 662 (Qualicum River Village area)			
c) Survey groundwater quality in wells in coastal areas to identify salt water intrusion issues.			
Watershed 2: Little Qualicum			
1. Groundwater level monitoring:			
a) Spider Lake: Given its limited development potential, pursue low cost monitoring strategies in this area. Consider a volunteer residential monitoring program or look at potential of installing monitoring equipment in capped well in park (first, need to determine if it is the right aquifer).			
b) Qualicum River Estates Area: has significant development potential and an observation well is to be added in the area and to the MOE Observation Well Network in late 2010/early 2011.			

Table 2: Watershed Specific Actions (Continued)

Priority Action	2011	2012	2013
Watershed 3: French Creek, Qualicum Beach and Parksville Uplands			
1. Pursue aquifer characterization for the Parksville/Qualicum aquifers in the French Creek watershed. Partner with other agencies (e.g. Geological Survey of Canada), municipalities and water suppliers in source water protection.			
2. Consider a Rural Water Quality Improvement Program Pilot Project to promote best management practices for septic systems and agriculture in this area.			
3. Obtain information on groundwater quality in vulnerable aquifers in developed areas (e.g. Aquifer 216i).			
Watershed 4: Englishman River			
1. Work with partners to better understand groundwater-surface water interactions.			
2. Consider a Rural Water Quality Improvement Program Pilot Project to promote best management practices for septic systems, fuel storage and agriculture in this area.			
Watershed 5: South Wellington to Nanoose			
1. Implement a groundwater quality monitoring study in South Wellington (nitrates, bacteria, chemicals).			
2. Include high water use neighbourhoods in a Community Based Social Marketing (CBSM) Pilot Project.			
Watershed 6: Nanaimo River and South Area A			
1. Work with Development Services to strengthen the OCP to require a more rigorous approach to determining long term water supply for new development that protects the resource.			
2. Monitor groundwater levels in private wells in Yellowpoint.			
3. Install and monitor new observation well in Yellowpoint.			
4. Develop longer term water quality monitoring program in vulnerable aquifers that have industrial land uses and high density wells and septic (e.g. Cassidy).			



Table 2: Watershed Specific Actions (Continued)

Priority Action	2011	2012	2013
Watershed 6 (Continued): Nanaimo River and South Area A			
5. Rural Water Quality Improvement Program target/pilot project area – Yellowpoint, South Wellington, Cassidy.			
Watershed 7: Gabriola Island			
1. Develop ground water monitoring strategy to better understand water levels. a) Install observation well in the Village b) Monitor water levels in volunteer private wells.			
2. Develop a program to obtain well records and locate wells.			
3. Rural Water Quality Program			

Glossary

Concern (existing, confirmed problem) – Problems that people are concerned may exist, but that are currently unconfirmed. For example, in the maps they may be denoted as ‘Dropping groundwater elevations?’, ‘groundwater quality?’, ‘ecosystem impacts?’.

Hydrogeological assessment – An assessment of the characteristics of the aquifer and its ability to accommodate the additional groundwater demand proposed by a development.

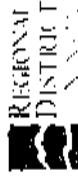
Issue (existing, confirmed problem) - Problems that currently exist, or can be reasonably predicted to be a problem in the near term if trends continue. For example, in the maps they may be denoted as ‘Dropping groundwater elevations’, ‘low flows’, ‘ecosystem degradation’.

Threat (Based on human activity) – Activities on the landscape that, if managed improperly, may cause an issue to occur in the future. For example, *Waste disposal, chemical use, handling practices, development*.

Vulnerability - Areas that are particularly sensitive to human impacts and where mismanagement would lead to a greater risk to human and/or environment health. Vulnerable areas are usually based on the geology and lay of the land. – e.g. *Wellhead areas, surface water intake areas, vulnerable aquifers, recharge areas, ecologically sensitive areas*.

Water Budget – A *water budget* looks at how much water enters a watershed, how it’s stored and how much water leaves. It also looks at what we are doing on the land that impacts water quality and quantity and then this information helps us to determine how much water is available for human uses while ensuring there is still enough left for natural processes.

5. Conservation Ontario, ‘Integrated Watershed Management: Navigating Ontario’s Future – A Water Budget Overview’, (October 2009); http://www.conservation-ontario.on.ca/watershed_management/reports/iwm_waterbudgetoverview_Final_Jun12.pdf , (November 2010).



REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR
MEETING HELD ON THURSDAY, DECEMBER 16, 2010
AT OCEANSIDE PLACE
2:00PM**

Attendance: Frank Van Eynde, Electoral Area 'F', Chair
Dave Bartram, Director, RDN Board
Reg Nosworthy, Electoral Area 'F'
Jack Wilson, Councillor, Town of Qualicum Beach
Teresa Patterson, Councillor, City of Parksville
Bill Preston, School District #69 Alternate

Staff: Tom Osborne, General Manager of Recreation and Parks
Dean Banman, Manager of Recreation Services
Dan Porteous, Superintendent of Arenas and Southern Recreation Services
Jennifer Browett, Programmer
Debbie Couturier, Program Secretary
Marilynn Newsted, Recording Secretary

Regrets: Michael Procter, Electoral Area 'H'
Eve Flynn, School District #69

CALL TO ORDER

Chair Van Eynde called the meeting to order at 2:02pm.

Chair Van Eynde congratulated and presented Ms. Couturier, Program Secretary, with a Fifteen Year Service Pin and Ms. Newsted, Senior Secretary, with a Twenty Year Service Pin, on behalf of the Regional District.

DELEGATIONS

Arrowsmith Community Enhancement Society (ACES)

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the Delegation, be received.

CARRIED

Mr. Stephen Stahley, Vice Chair, Arrowsmith Community Enhancement Society (ACES), stated the disappointment of his organization with regard to the Electoral Area 'F' Local Recreation Services Agreement renewal report. He stated the \$44,000 dollar amount being considered was substantially less the group was anticipating.

Mr. Stahley requested the Regional District reconsider the three year renewal agreement with Electoral Area 'F' to include an increase to the first year amount and subsequent contract years to bring the total amount more in line with the recreation program amount allotments based on a percentage basis of the recreation tax requisition for the individual Electoral Areas in District 69.

PRESENTATION

Summer Programs Overview 2010

Ms. Browett, Adult and Summer Programmer, presented a visual overview of the Come Play Outside 2010 Summer Program. She reviewed statistics including staffing, camp offerings, registration number comparisons to previous years and the challenges the Department may have for summer 2011.

Ms. Browett stated there was an approximate 9% decrease in registration numbers over 2009. As a result staff had to adjust program maximum numbers, initiate daily registrations in some camps, and cancelled the camp at Foster Park after four weeks of service due to very low registration numbers. Ms. Browett noted however, summer Inclusion numbers increased significantly over 2009.

Ms. Browett stated for summer 2011 only seven programs each week, for children between the ages of seven to twelve, will be offered and on the two short weeks of July and August only five. Staff will ensure maximum numbers are manageable and not too large so that they may draw from other programs, encourage day camp use of both Oceanside Place and the Ravensong Aquatic Centre as much as possible and hire only one Recreation Assistant in 2011.

Overall Ms. Browett stated the Come Play Outside 2010 Summer Program was successful and she provided a few very positive testimonials from participants and parents on their 2010 summer experiences in that regard.

MINUTES

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the Minutes of the District 69 Recreation Commission meeting held November 18, 2010, be approved.

CARRIED

COMMUNICATION/CORRESPONDENCE

MOVED Commissioner Nosworthy, SECONDED Commissioner Patterson, that the following Correspondence be received:

- J. Kennedy, Oceanside Generals Jr. Hockey Club, Re: Cyclone Taylor Cup Financial Report
- S. Pearson, RDN, to Arrowsmith Community Enhancement Society, Re: Electoral Area 'F' Local Recreation Services Extension Agreement.
- E. Leachman, Qualicum and District Curling Club, Re: Grant Funding Thank You.

CARRIED

FUNCTION REPORTS

Oceanside Place November Report

Mr. Banman presented a brief overview of the Oceanside Place Report for November.

Northern Community Recreation Services and Ravensong Aquatic Centre November Report

Mr. Banman briefly summarized the Northern Community Recreation Services and Ravensong Aquatic Centre Report for November.

Mr. Banman noted the Ravensong Aquatic Centre Official Opening Ceremonies are scheduled to be held Friday, December 17, at 1:30pm.

Mr. Banman stated the deadline for the next round of Community Grants will be January 28, 2011, and encouraged Commissioners to remind their Community organizations.

Mr. Banman requested Commissioners forward any comments, suggestions or concerns they may have regarding the Performance Recognition event held in November. He noted though the event was successful and well received by the recipients, it did cost more than the originally budgeted amount and the 2011 budget will need to be adjusted to host future events.

Community Parks and Regional Parks and Trails November Report

Mr. Osborne presented a brief overview of the Community Parks and Regional Parks and Trails Report for September through to November.

Arrowsmith Community Enhancement Society New Agreement Report

Mr. Banman noted of the five proposals outlined by ACES in their letter received October 20, 2010, staff have addressed the base funding and the funding increase for future years in the report. The remaining items outlined are very workable and could be included in the new agreement. Mr. Banman stated the contract service model currently being used in Electoral Area 'F' has proven to be both effective and efficient in meeting the Communities needs, and expanding the job description and allowing ACES the ability and opportunity to do more would be a benefit to the Community.

Mr. Osborne stated current District 69 Recreation Services are based on a bylaw and the Recreation Services Master Plan and any increase to funding in Electoral Area 'F' or an increase in the service level would result in service reductions in the remaining portion of the District or would need to be covered by an increase in the tax requisition to all the participants. Mr. Osborne noted staff do not have the ability to provide a service level increase to Electoral Area 'F' and they must work within the current five year budget plan.

Commissioner Bartram requested staff investigate the following items with regard to the Electoral Area 'F' Extension Agreement:

- Confirm the dollar amount for the extension agreement will be \$5,800 plus \$28,000 prorated for the agreements term.
- What options does the Regional District have to provide the services without a tax increase?

Commissioners requested a decision on the Arrowsmith Community Enhancement Society request be delayed until after the 2011 Budget presentation on January 18, 2011.

**2011 Annual Budget and Five Year Capital and Financial Plan
- Oceanside Place**

Mr. Banman presented the 2011 Annual Budget and Five Year Capital and Financial Plan for Oceanside Place.

MOVED Commissioner Bartram, SECONDED Commissioner Patterson, that the District 69 Recreation Commission supports the 2011 Annual Budget and Five Year Capital and Financial Plan for Oceanside Place, as presented.

CARRIED

- Ravensong Aquatic Centre

Mr. Banman presented the 2011 Annual Budget and Five Year Capital and Financial Plan for Ravensong Aquatic Centre.

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the District 69 Recreation Commission supports the 2011 Annual Budget and Five Year Capital and Financial Plan for Ravensong Aquatic Centre, as presented.

CARRIED

-Northern Recreation Services

Mr. Banman presented the 2011 Annual Budget and Five Year Capital and Financial Plan for Northern Recreation Services.

Commissioner Procter left the meeting at 4:25pm stating a possible conflict of interest in his role with the Arrowsmith Community Enhancement Society.

Mr. Osborne noted in lieu of the presentation made by Mr. Stahley and Commission's reluctance to make a decision prior to clarification of the ACES agreement, staff will bring forward the discussion regarding the Arrowsmith Enhancement Society presentation to the Board and bring back the decision of the Board to the Commission at their January meeting.

MOVED Commissioner Wilson, SECONDED Commissioner Bartram, that the following recommendation be forwarded to the Board for consideration at the 2011 budget deliberations: that the Board support increasing the service funding to the Arrowsmith Community Enhancement Society from \$28,000 to a maximum of \$44,000.

CARRIED

Commissioner Procter returned to the meeting at 4:31pm.

BUSINESS ARISING FROM DELEGATIONS

Arrowsmith Community Enhancement Society (ACES)

Commission discussed the Arrowsmith Community Enhancement Society presentation in detail during the Northern Recreation Services Budget presentation.

COMMISSIONER ROUNDTABLE

Commissioner Bartram requested staff thank Kim Longmuir from all the residents in Electoral Area 'H', stating she did an outstanding job during her time as Programmer in the Community.

ADJOURNMENT

MOVED Commissioner Bartram, that the meeting be adjourned at 4:32pm.

Frank Van Eynde, Chair



RDR REPORT	
CAO APPROVAL	
EAP	
COW	
RHD	
BOARD	
DBA Rec. Comm.	

MEMORANDUM

TO: Dean Banman
Manager of Recreation Services

DATE: December 13, 2010

FROM: Sandra Pearson
Superintendent of Aquatics & Northern Recreation Services

SUBJECT: Arrowsmith Community Enhancement Society New Agreement Report

PURPOSE

To provide information and recommendations to the Board on recreation services delivery in Electoral Area 'F' and staff response to Arrowsmith Community Enhancement Society (ACES) letter received November 18, 2010 (Appendix A).

BACKGROUND

The RDN Recreation and Parks Department completed a Recreation Services Master Plan in July 2006. A key issue identified was the challenge of providing an effective recreation program delivery system to electoral area residents living in rural areas that are much further away from where the majority of RDN recreation services occurred, particularly for Areas 'E', 'F' and 'H'. In May 2007 after community consultation with identified electoral areas and groups within those areas, the Board approved the following:

For RDN Recreation and Parks to:

1. Employ one new permanent part-time Recreation Programmer to work directly in Area 'H', Lighthouse community, and subsequently re-organized the Programmers Team to accommodate the provision of services to Electoral Areas 'E', 'G' and 'H', Parksville and Qualicum Beach; and,
2. Enter into a three year recreation service agreement with the Arrowsmith Community Enhancement Society to include the transfer of up to \$28,000 annually to the Society to provide recreation services locally to Electoral Area 'F' (i.e. \$26,000 for Activity Coordinator Contract, \$2,000 for supplies and materials).

In January 2008, the RDN entered into a Recreation Services Agreement for 2008-2010, with ACES. The goal of the agreement was for ACES to provide supplemental recreation programs and services directly in Area 'F' on behalf of the RDN. The objective was for ACES to hire a part-time, contract Arrowsmith Community Activity Coordinator (ACAC) to report to an ACES management team.

Over the three years of this agreement RDN staff have been satisfied with the quality and quantity of the services ACES has provided to the Area 'F' community. A variety of events and initiatives such as the

Olympic Torch Relay, facilitation of direct programming and the coordination of other community organizations are a direct result of the services contract.

When the existing agreement was established, ACES had anticipated the use of a local elementary school for office space. It later became apparent that there was no opportunity for an office within Area 'F' elementary schools. With the need for some form of storefront within the community ACES subsequently rented space at the new Arrowsmith Agricultural Hall. After year one of the agreement and facing unanticipated costs such as rent and a desire to expand their services ACES approached the RDN for additional funding under the agreement. This request was denied by the Board. In the final year of the agreement after another request for additional funding and as recommended by the District 69 Recreation and Parks Commission and approved by the Board an additional amount of \$5,880 was added to the service agreement.

In February 2010, ACES indicated their interest in meeting with RDN staff to begin discussions on a new agreement. One of the desires at this time was to ensure as much as possible an equitable distribution of financial resources to remote communities as identified in the 2006 Master Plan, specifically Electoral Area 'F' and 'H'. These two electoral areas are often compared when addressing recreation, as the residents in each of these communities face similar challenges attributed to distance in accessing significant regional recreation services. ACES sees additional funding as critical to both continuing and improving their commitment to their community.

In October 2010, a delegation from ACES came to the District 69 Recreation Commission meeting and presented a proposal titled: ACES/RDN Contract Renewal Review for the Arrowsmith Community Activity Coordinator (ACAC) Position and Function. ACES believes there is a disparity in funding providing to Area 'F' under the service agreement in comparison to services provided other Electoral Areas. ACES presented five recommendations, which at the same meeting were recommended by the Commission and then approved by the RDN Board for staff to write a report commenting on each of the five recommendations.

Below are the five recommendations as presented by the ACES letter. Each recommendation is followed by staff responses for Board review.

1. ACES Recommendation:

That the RDN and ACES agree to renew the Arrowsmith Community Activity Coordinator contract for another three years and that the Area 'F' ACAC function be adjusted in contract amount in year one to reflect 50% of the total tax requisition for Recreation Services for Area 'F'.

RDN Response:

This recommendation is not supported by staff as presented.

The City of Parksville, Town of Qualicum Beach, and Electoral Areas 'E', 'F', 'G', and 'H' fund Northern Community Recreation Services (NCRS) for delivery of regional recreation program services across District 69. This NCRS function includes such items as; the use of Sports Fields, District 69 Recreation Grants, Inclusion support for participants with disabilities, Financial Access Program for ages 0-5 yrs and over 17 yrs (Society of Organized Services looks after school aged children) and district-wide programs and events for all ages.

The intent of the current service agreement and future agreements is to supplement recreation services in Area 'F'. Residents of the community will continue to utilize district wide recreation services and as a result continued financial support to these areas is expected. The funding of recreation services provided by ACES was implemented in order to supplement programs in the rural area, not replace centralized facilities and programs.

An alternative to ACES recommendation is provided later in the report.

2. ACES Recommendation:

That an annual contract increase amount for year two and year three be the same percentage as the increase to the annual recreation tax requisition for Area F for that same year.

RDN Response:

Staff recommend supporting consideration of an annual percentage increase for years two and three, but not at the same percentage as the annual recreation tax requisition increase. An annual percentage increase for years two and three, of any new agreements with ACES that would compensate for inflation and be based on the local (Victoria) Consumer Price Index (CPI). A similar CPI adjust has been included in other service agreements such as the one the RDN is currently in with the Gabriola Recreation Society. Directing the entire NCRS annual increase of the Area 'F' tax requisition to ACES is not supported by Staff. As mentioned earlier in the RDN Response under ACES Recommendation one, Area 'F' residents continue to have access to other regional NCRS programs that will require continued support from all contributing members.

3. ACES Recommendation:

That a clause be added to the RDN and ACES agreement that the contract be transferable to any new or existing Arrowsmith Community organization if requested and as mutually agreed by ACES and RDN Recreation. This will ensure continuity for uninterrupted recreation activity services to the Arrowsmith Community should ACES wish to reorganize as a different society, merge with another community organization, or dissolve.

RDN Response:

Staff would recommend that any agreement with ACES would require written approval of the transferring of the agreement to a different non-profit society. ACES executive have indicated to RDN staff that there are no current plans to cease operations or merge with any like associations. However as the community grows there may be opportunities in the future that would better serve the area.

4. ACES Recommendation:

That the ACES/RDN contract be more flexible to allow for more than one part time contract position to allow for program expansion, backup training and extra coverage for programs such as summer camps, where extra camp counsellors are required. There are also promotional and marketing opportunities that could be added to further enhance the function, positions, special events and direct program offerings for our community organizations.

RDN Response:

Staff recommend that any new agreement with ACES remain general on how the Society wishes to best provide the service within the funding parameters and the terms of the agreement.

5. ACES Recommendation:

That the Job Description for the ACAC Contract position(s) be expanded to include Recreation, Community Development and Culture to promote the well being of the total Arrowsmith Community and interface with all appropriate community organizations and business.

RDN Response:

Staff recommend support of the concept that the ACAC job description may be expanded to include Recreation, Community Development and Culture.

ALTERNATIVES

1. To enter into new Recreation Service Agreement with the Arrowsmith Community Enhancement Society under the existing financial terms of the current agreement, with an annual adjustment based on the Consumer Price Index CPI (Victoria, BC) for a three year term.
2. To enter into new Recreation Service Agreement in the amount of \$44,000 with an annual adjustment in 2012 and 2013 based on the Consumer Price Index CPI (Victoria, BC) funded by an increase in taxation to the Northern Community Recreation Service budget in 2011 for a three year term.
3. To not enter into a Recreation Services Agreement with the Arrowsmith Community Enhancement Society and the RDN provide direct local recreation services to Electoral Area 'F'.

FINANCIAL IMPLICATIONS

1. This alternative would continue to provide funding support of \$28,000 plus CPI adjustment for ACES to continue to offer local recreation services for residents of Electoral Area 'F' as per the current Five Year Financial Plan.
2. Under this alternative it is recognized that it costs the Regional District \$44,000 to provide an equal service in Electoral Area H. The \$ 16,000 increase in the funding from 28,000 to 44,000 would cost \$.10 per \$100,000 assessment. Pricing of recreation programs within Electoral Area 'H' are based on the RDN Fees and Charges Policy which sees cost recoveries range from 75% - 125% depending on the age of the target market. Programs are planned for Electoral Area 'H' that cover all the cost recoveries and as a result for budgeting purposes revenues are matched directly to expenses. The direct service delivery model allows for some economies of scale that are spread across the entire NCRS function. Insurance, administrative/program registration support, information technology support, website and Active Living Guide presence are all provided for in Electoral Area 'H' with support from the whole NCRS function. As a stand alone service, ACES does not enjoy economies of the same magnitude and rely on other sources of revenue such as program and membership fees to supplement the funding provided by the RDN.

3. As done in Electoral Area H, the RDN is able to provide direct recreation services to Electoral Area 'F' for a tax subsidization of \$44,000. Although Areas 'F' and 'H' differ in demographics and population, there is not a significance that would warrant an increase in financial or time requirements. Alternative three has considerable long term financial implications that require some thought. The direct service delivery model would place the RDN in an employee - employer relationship that entails a commitment of hours of work, benefits and adherence to other requirements that may have additional financial implications.

If this option is selected, a PPT employee would be retained by the RDN and based in Electoral Area F to provide the service. Similar to Alternative 2, this option would see an increase of \$.10 per \$100,000 assessment.

SUSTAINABILITY IMPLICATIONS

Population and development in Electoral Area 'F' continues to be strong with projections trending in an upwards direction. The locale offers one of the more affordable areas within the RDN for families to settle. A balance of centralized services where the capital and operating costs can be spread over a larger base and direct custom tailored recreation programs is desired to continue to attract and provide for existing residents.

CONCLUSION

A key issue identified in 2006 after the completion of Recreation Services Master Plan was the challenge of providing recreation programs to areas in the more remote locations of the regional district and away from centralized recreation services. After some consultation with the areas specifically identified in the master plan ('F', 'E', 'H') initiatives for each were undertaken. For Electoral Area 'F' the RDN entered into a Recreation Services Agreement with Arrowsmith Community Enhancement Society (ACES) to provide supplemental recreation programs in the area by way of RDN financial support in the amount of \$28,000.

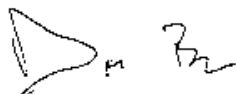
In 2009 RDN staff began discussions with executive from ACES on the extension of the agreement for a further three - five year term. ACES has requested, along with four other items, that part of any new or extended agreement include additional financial support be based on some equity and parity with what other remote electoral areas are receiving from the RDN. Electoral Areas 'F' and 'H' are often compared when addressing recreation as the residents in each of these communities face similar challenges attributed to distance in accessing significant regional recreation services.

The contract service model currently being used in Electoral Area 'F' has proven to be both effective and efficient in meeting community needs. Providing a financial contribution that is equitable to what Electoral Area 'H' receives is warranted, however providing financial support for a service contract that exceeds the cost that would be incurred if the RDN provided the service is not recommended. Staff therefore recommend that should financial support be increased to ACES that it be up to a maximum of \$44,000 in 2011.

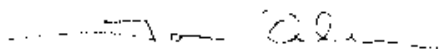
The timing of this expiring agreement coincides with the 2011 budget review and planning process and should be used as an opportunity to review the financial implications of the three service delivery options.

RECOMMENDATION

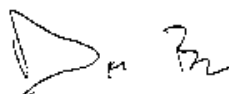
That at the Regional District Special Committee of the Whole Meeting of the Board that will be held on January 18, 2011, that service funding increase from \$28,000 to \$44,000 to the Arrowsmith Community Enhancement Society be considered.



Per/ Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

Appendix A

Arrowsmith Community Enhancement Society
Agreement Renewal Letter