

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, JUNE 14, 2011
7:00 PM**

(RDN Board Chambers)

A G E N D A

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CALL TO ORDER

DELEGATIONS

6 **Sandy Ferguson and Paul Liddy**, re Expansion of the Nanaimo Bioenergy Centre.

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COMMISSION, ADVISORY & SELECT COMMITTEE

Arrowsmith Water Services Management Board.

- 155 - 159 Minutes from the meeting of the Arrowsmith Water Service Management Board held April 26, 2011. (for information)

AWS Capital Plan Study

(A copy of the full study is available on the AWS Website, arrowsmithwaterservice.ca and a copy will also be available for viewing at the Committee of the Whole meeting.)

- 1. That the Arrowsmith Water Service Joint Venturers adopt the report 'Englishman River Water Intake, Treatment Facilities and Supply Mains Phase 1 Conceptual Planning, Budgeting and Scheduling Report' dated April 2011, prepared by Associated Engineering.*
- 2. That the Arrowsmith Water Service Management Board direct the Arrowsmith Water Service Management Committee to proceed with the recommendations in the report.*

160 - 167

AWS Communications Strategy

That the AWS Management Board approve the Arrowsmith Water Service Communications Strategy.

AWS Project Manager

- 1. That the Arrowsmith Water Service Management Board approve the new position of "AWS Program Manager", effective immediately.*
- 2. That the AWS Management Board authorize the AWS Management Committee to direct the Operator, (City of Parksville), to appoint and employ a qualified AWS Program Manager, such appointment subject to approval of the AWS Management Board.*
- 3. That the Operator be reimbursed from the AWS Operating Budget for AWS Program Manager compensation and expenses directly attributable to AWS activities.*

District 69 Recreation Commission.

168 - 173

Minutes from the meeting of the District 69 Recreation Commission held May 19, 2011. (for information)

District 69 Recreation Grants

- 1. That a cross reference process be formalized in RDN Grant-In-Aid procedures to ensure applicants are accurately completing RDN Grant-In-Aid request forms and to verify applying organizations meet the criteria for the Grant-In-Aid programs.*

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

<i>Arrowsmith Community Enhance. Society - youth sport facility rental</i>	\$ 400
<i>Bard to Broadway Society - youth summer theatre facility rental</i>	800
<i>Bard to Broadway Society - Education Series facility rental</i>	1,500
<i>Erik Goetzinger BMX Society Qualicum Beach - gate controls, gate repairs and PA speaker</i>	1,500
<i>District 69 Family Resource Association - youth week event</i>	600
<i>Milner Gardens and Woodland - Shoots with Roots youth camps at VIU marine field station</i>	1,195
<i>Oceanside Minor Baseball - video training equipment</i>	1,500
<i>Ravensong Aquatic Club - pool rental</i>	2,500

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

<i>Arrowsmith Community Enhancement Society – Coombs Halloween Candy Walk</i>	\$ 1,500
<i>Arrowsmith Agricultural Association - padding for indoor court</i>	2,500
<i>Oceanside Building Learning Together – sand; play cars and helmets; play traffic signs</i>	2,500
<i>Nanoose Bay Landscaping Project - landscape materials and irrigation</i>	1,500
<i>Parksville and District Association for Community Living - program and event expenses</i>	1,500
<i>Parksville and District 69 Team – transportation</i>	1,500
<i>Parksville Lions Club - playground maintenance</i>	1,500
<i>Qualicum Beach Lawn Bowling Club - equipment and signage</i>	1,400
<i>Qualicum Beach Historical and Museum Society – children's day event costs</i>	750

174 - 177

Arrowsmith Community (Area 'F') Recreation Services Agreement 2011-2013

That the Agreement with the Arrowsmith Community Enhancement Society, as provided in Appendix A, covering the term from June 1, 2011 to December 31, 2013, be approved as presented.

178 - 197

District 69 Recreation Services Fees and Charges

- 1. That the 2011-2012 Northern Community Recreation Services Program Fees be approved as provided in Appendix 'A'.*
- 2. That the 2011-2012 program, admission and rental fees for Oceanside Place be approved as provided in Appendix 'B'.*
- 3. That the 2011-2012 program, admission and rental fees for Ravensong Aquatic Centre be approved as provided in Appendix 'C'.*
- 4. That the Fees and Charges Policy be approved as amended in Appendix 'E'.*

198 - 227

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

Minutes from the meeting of the Electoral Area 'A' Parks, Recreation and Culture Commission held May 26, 2011.

1. *That a Porta Potty with a concrete privacy surround, a garbage can and dog sign be installed at the Pebble Beach MOTI water access in Electoral Area 'A'.*
2. *That the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy be approved as amended in Appendix A.*
3. *That the Electoral Area 'A' Recreation and Culture Services 2011-12 program fees and charges be approved as outlined in Appendix B.*
4. *That \$27,000 in 2011 and \$21,000 in 2012 be provided to Cedar Community Hall Association for hall upgrades funded by the Area 'A' Community Parks Budget.*
5. *That the Regional District enter into an Agreement with the Cedar Community Hall Association that provides for a reduced rental arrangement for a five year period.*
6. *That the License to Use Agreement between the Regional District of Nanaimo and the Cedar Community School and Enhancement Society for the operation and use of the Cedar Heritage Centre be approved for a Three Year Term from July 1, 2011 – May 30, 2014.*
7. *That the request by Cedar School and Community Enhancement Society (CSCES) be approved as presented, with the understanding that the placement of the memorial bench for Mr. Jock Gourlay may be temporary due to being on leased land and should the removal of the bench be required, it will be returned to the family.*
8. *That a memorial bench policy in RDN Parks be developed.*

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

BOARD INFORMATION (Separate enclosure on blue paper)

ADJOURNMENT

IN CAMERA

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

Burgoyne, Linda

From: Paul Liddy <pliddy@suncurrent.ca>
Sent: Friday, June 03, 2011 2:31 PM
To: Burgoyne, Linda
Cc: Sandy.Ferguson@bcbioenergy.ca
Subject: committee of the whole meeting, June

Linda, Cedar Road bioenergy and British Columbia Bioenergy Network (BCBN) request a 10 minute time allocation to speak in support of the Administrations submission to the committee of the Whole on June 14. This submission will be in relation to the expansion of the Nanaimo Bioenergy Centre at the Regional District Landfill.

Parties to speak;

Sandy Ferguson , British Columbia Bioenergy Network, Sandy.Ferguson@bcbioenergy.ca
Paul Liddy, Cedar Road Bioenergy Inc, pliddy@suncurrent.ca

Phone contact; Cedar Road Bioenergy, 250 816 2250

Regards,

Paul Liddy
Managing director
Cedar Road Bioenergy Inc.

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE COMMITTEE OF THE WHOLE
MEETING HELD ON TUESDAY, MAY 10, 2011 AT 7:00 PM
IN THE RDN BOARD CHAMBERS**

Present:

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

Also in Attendance:

C. Mason	Chief Administrative Officer
W. Idema	A/C 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
D. Banman	A/C General Manager, Recreation & Parks
N. Hewitt	Recording Secretary

CALL TO ORDER

Chairperson welcomed Alternate Directors Veronica Hartman and Brian Dempsey to the meeting.

DELEGATIONS

Meryl Chahley, Meyers Norris Penny, re Annual Audit Report.

Ms. Chahley presented a visual and verbal overview of the Annual Audit Report.

MINUTES

MOVED Director Holme, SECONDED Director Holdom, that the minutes of the regular Committee of the Whole meeting held April 12, 2011 be adopted.

CARRIED

FINANCE AND INFORMATION SERVICES

FINANCE

Bylaw 1498.01 – Extends the Boundaries of the Duke Point Sewer Development Cost Charges Service to Include an Area ‘A’ Property (1965 Walsh Road).

MOVED Director Burnett, SECONDED Director Holme, that "Duke Point Sewer Service Area Development Cost Charges Amendment Bylaw No. 1498.01, 2011" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

Nanaimo Regional Hospital District - 2010 Audited Financial Statements.

MOVED Director Sherry, SECONDED Director Holdom, that the report on the 2010 audited financial statements of the Nanaimo Regional Hospital District be approved and received as presented.

CARRIED

Nanaimo Regional Hospital District – VIHA Request to Amend 2010/2011 Minor Capital Equipment List.

MOVED Director Sherry, SECONDED Director Johnstone, that the 2010/2011 capital equipment list totaling \$3,151,800 be amended as shown in the correspondence from the Vancouver Island Health Authority dated April 20, 2011.

CARRIED

Regional District of Nanaimo – 2010 Annual Report & Statement of Financial Information.

MOVED Director Westbroek, SECONDED Director Kipp, that the 2010 Annual Financial Report, Statement of Board and Committee Members Expenses and Remuneration and the Statement of Financial Information be approved and received as presented.

CARRIED

DEVELOPMENT SERVICES

BUILDING & BYLAW

Building Inspection Service - Proposed Expansion to Include Lumber Grading.

MOVED Director Bartram, SECONDED Director Kipp, that staff be directed to compile a referral list of certified lumber graders for home builders making use of site cut lumber to satisfy the requirements of the British Columbia Building Code.

CARRIED

RECREATION AND PARKS SERVICES

PARKS

Regional Parks & Trails - Island Corridor Foundation License of Occupation.

MOVED Director Holdom, SECONDED Director Lefebvre, that the Licence of Occupation Agreement between the Regional District of Nanaimo, City of Nanaimo, District of Lantzville, City of Parksville, Town of Qualicum Beach and the Island Corridor Foundation be approved for the term of 25 years from 2011 to 2035.

CARRIED

REGIONAL AND COMMUNITY UTILITIES

WASTEWATER

Northern & Southern Community Wastewater Services - 2011 Open House Summary.

MOVED Director Holme, SECONDED Director Burnett, that the report on Wastewater Services' French Creek Pollution Control Centre and Greater Nanaimo Pollution Control Centre 2011 Open Houses be received for information.

CARRIED

Greater Nanaimo Pollution Control Centre Digester 3 Project – Construction Award.

MOVED Director Holme, SECONDED Director Holdom, that the Board award the construction contract for the new Digester 3 at the Greater Nanaimo Pollution Control Centre to Maple Reinders Inc. for a value of \$9,459,600.

CARRIED

MOVED Director Holme, SECONDED Director Holdom, that the Board award the engineering services during the construction of Digester 3 and the SCADA programming services to AECOM for a total value of \$403,625.

CARRIED

MOVED Director Holme, SECONDED Director Holdom, that funds from the Southern Community Development Cost Charge Reserve Fund be used for the Greater Nanaimo Pollution Control Centre Digester 3 Project.

CARRIED

WATER

Drinking Water & Watershed Protection Service – Watershed Snapshot Report 2010.

MOVED Director Lefebvre, SECONDED Director Bartram, that the Board approve the Watershed Snapshot Report 2010.

CARRIED

MOVED Director Lefebvre, SECONDED Director Bartram, that the Board direct staff to proceed with the recommendations in the report.

CARRIED

MOVED Director Lefebvre, SECONDED Director Bartram, that the Board direct staff to make the report available to the public and alert participants of its completion.

CARRIED

Bylaws No. 1639 & 1640 – Establishes General Rates & Regulations for RDN Water Services.

MOVED Director Lefebvre, SECONDED Director Holme, that "Regional District of Nanaimo Water Use Regulation Bylaw No. 1639, 2011" be introduced and read three times.

CARRIED

MOVED Director Lefebvre, SECONDED Director Holme, that "Regional District of Nanaimo Water Use Regulation Bylaw No, 1639, 2011" be adopted.

CARRIED

MOVED Director Lefebvre, SECONDED Director Holme, that "Regional District of Nanaimo Water Services Fees & Charges Bylaw No. 1640, 2011" be introduced and read three times.

CARRIED

MOVED Director Lefebvre, SECONDED Director Holme, that "Regional District of Nanaimo Water Services fees & Charges Bylaw No. 1640, 2011" be adopted.

CARRIED

TRANSPORTATION AND SOLID WASTE SERVICES

SOLID WASTE

Solid Waste Disposal Service - Extend Contract to Haul Waste from Church Road Transfer Station.

MOVED Director Ruttan, SECONDED Director Holdom, that the Board approve an eighteen month extension to contract with Bobell Express Ltd. for waste hauling services from the Church Road Transfer Station under the current contract conditions.

CARRIED

Solid Waste Disposal Service - Award Tender for Regional Landfill Cell One Closure.

MOVED Director Unger, SECONDED Director Johnstone, that the Board award the Regional Landfill Cell One Stage One final closure project to Knappett Industries Ltd. for the tendered amount of \$1,571,830 with a construction contingency of \$500,000.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE

Grants-in-Aid Committee.

MOVED Director Young, SECONDED Director Westbroek, that the minutes of the Grants-in-Aid Committee meeting held May 4, 2011 be received for information.

CARRIED

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

<i>Organization</i>	<i>Amount Recommended</i>
BC Competitive Trail Riding Association	\$ 600
Gabriola Arts Council	1,000
Hope Centre	800
Jonanco Hobby Workshop Association	600
Poetry Gabriola Society	<u>1,000</u>
	<u>\$ 4,000</u>

CARRIED

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

<i>Organization</i>	<i>Amount Recommended</i>
Arrowsmith Agricultural Association	\$ 1,000
Arrowsmith Community Enhancement Society	250
Coombs 100 Year Celebration (French Creek Community PAC)	500
Errington War Memorial Hall Association	1,500
Forward House Community Society	2,000
Friends of Nanoose Library Society	1,200
Lighthouse Community Centre Society	2,000
Oceanside Volunteer Association	1,000
Parksville & District Association for Community Living	2,000
Parksville-Qualicum Beach & District Branch of the SPCA	600
Vancouver Island Opera	<u>1,000</u>
	<u>\$ 13,050</u>

CARRIED

NEW BUSINESS

Regional Voting Unit.

MOVED Director Holdom, SECONDED Director Ruttan, that given there will be new census figures completed at the end of 2011 that may result in a larger Board structure and associated increased cost implications, that staff prepare a report on the voting structure with options for consideration by the Board.

CARRIED

ADJOURNMENT


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

CARRIED

TIME: 7:47 PM

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION



J.A Ferrero
2348 Yellowpoint RD
Nanaimo BC
Canada
V9X 1W5

To Board, Regional District of Nanaimo

I and those like me do not have the ability to make changes in the following area. This since persons like me are affected includes all of the above (today in this era livelihoods are diversified so those like myself must have access to all four issues here, with the changes made retroactively).

1. To change all regulations at the federal, provincial, and local levels so as to allow those like myself to return to duty with our time of injury employer.
2. To change all regulations at the federal, provincial, and local levels so as to allow us (myself included) to get certificates of competency in our chosen fields, including retroactively.
3. Getting livelihoods going in our chosen fields. This includes getting laws changed so we can get funding for development in the form of loans and or grants. This also includes subsidies to cover operating costs (some businesses like the one I want to start in the marine industry need subsidies). This includes funding as mention for those getting in other fields, ie; stores, food services, science, as well if they were in them before. Transportation is where I am and it requires development grants for development costs, and subsidies to cover operating costs. The reason is we (those of us who have or have had a disability or disabilities) need to cover development cost and have operating cost covered. We have been promised this in the royal commissions in each province.
4. There is also the issue of those who have been disabled, getting rehabilitated and back on duty – that the RDN move to make it happen. This includes for military reservists. The problem in the case of the reservist is that many have civil jobs as well. Those jobs need to be guaranteed so that during rehabilitation they will not lose their civil jobs and the rehabilitation will include the civil job. This also plays out in reverse, ie; if the reservist is injured on their job that rehabilitation includes by the military so as to allow us to return to active duty. There needs to be a guarantee their career in the military will be protected if they have a civil job and vice versa.

What I want the RDN to do is undertake action to have the federal government and the provincial government in Victoria, along with Victoria's territorial and provincial cohorts in the other provinces and territories, do the same. How? What has to be done is you need to go to Ottawa and Victoria and get them to change the laws at all levels so those like me (myself included) can get back to work with our time of injury employer, get certificates of competency in our chosen profession, help myself and those like me get livelihoods up and running in our chosen professions, and keep them running. This includes higher certificates of competency in our chosen profession. This includes action to change the laws so we can

get businesses up and running and maintain them, inclusive of costs for development and operation, along with zoning, licensing, permits, and all necessary licenses.

The reason is those of us on disability do not have the ability to do this, and you do. You have it under the Local Government Act (Government of British Columbia) and the Canada Act (Government of Canada).

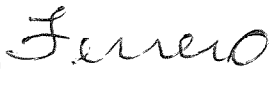
This includes getting all four above the above retroactively (myself who has been trying to get back with my time of injury employer, get a livelihood going in my chosen profession, get certificates of competency in my chosen profession, get back on duty in the military) because those like myself have been blocked for a long time – in my case it has been 23 years.

Because the territories and the other provinces need to have their regulations changed too you have to get the Union of British Columbia Municipalities. People like me do not have forever so speed and efficiency is needed – I have been the underdog for 23 years.

Those of us who are on disability do not have the vote in labour issues as our union membership goes dead when we go on disability.

Last of all it is up to you to help us (on disability) who cannot do it ourselves. Your action in the above issues is appreciated. Part of this includes the fact that there are stigmas that are attached to persons with disability.

Your actions in taking on the above and getting results will be necessary if those of us on disability are to have have justice - to get the end results so myself and all others who will benefit from return to work with our time of injury employer, certificates of competency in our chosen profession, getting livelihoods going in our chosen professions, and dealing with helping the the military guys get back onto their civil job, or if injured in their civil job to get back in the reserve. This also includes making volunteer societies and clubhouses more open to others like me, particularly with access to computers.

God Bless,
J.A. Ferrero 



RDN REPORT	
CAO APPROVAL	
EAP	
COW	✓ 14-July-11
JUN - 7 2011	
RHD	
BOARD	

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: June 7, 2011

FROM: W. Idema
Acting General Manager, Finance & Information Services

FILE:

SUBJECT: Report on Use of Development Cost Charges in 2010

PURPOSE:

To report on Development Cost Charges pursuant to Section 937.01 of the *Local Government Act as amended May 29, 2008*.

BACKGROUND:

Effective January 1, 2009, Local Governments (in addition to providing similar details in the annual financial statement reports) must prepare and consider a separate report on Development Cost Charges (DCCs). The report must be submitted for Board information on or before June 30th. The report must outline for each Development Cost Charge imposed by the Local Government, the amount collected in the year, expenditures and the balance in the DCC reserve funds at the start and at the end of the applicable year.

Attached to this report is a schedule which contains the required information. In 2010, the following projects were funded in whole or in part by Development Cost Charges. The amounts shown include only Development Cost Charge amounts expended in 2010 for these projects.

Nanoose Bulk Water	Wallbrook Pump Station	\$ 10,647.65
Northern Community Sewer	Lee Road Pump Station Upgrade	\$392,838.19
	FCPCC Centrifuge 2	\$ 83,162.46
	FCPCC Expansion –Selection & Implementation	\$ 75,740.91
	Total DCC funded Project costs	\$551,741.56
Southern Community Sewer	GNPCC Third Digester	\$337,509.23
	GNPCC Secondary Treatment Selection	\$ 53,928.70
	Total DCC funded Project Costs	\$391,437.93

ALTERNATIVES:

There are no alternatives to this requirement. The report must be available to the public until June 30, 2012.

FINANCIAL IMPLICATIONS:

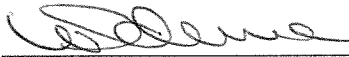
There are no financial implications from this information report.

SUMMARY/CONCLUSIONS:

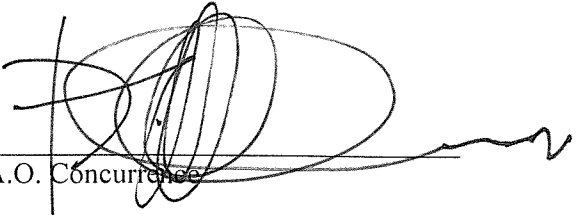
The attached schedule to this report contains information with respect to Regional District of Nanaimo's Development Cost Charges reserve funds. This report meets the requirements of Section 937.01 and is provided for information.

RECOMMENDATION:

That the report on Development Cost Charges provided under Section 937.01 be received for information.



Report Writer

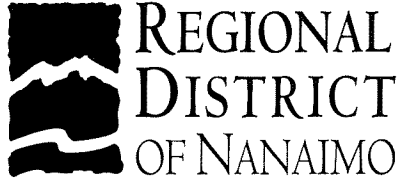


A/ C.A.O. Concurrence

REGIONAL DISTRICT OF NANAIMO
 SCHEDULE OF DEVELOPMENT COST CHARGES
 for the year ending DECEMBER 31, 2010

	Northern Wastewater DCCs (1)	Southern Wastewater DCCs (2)	Bulk Water DCCs (3)	Duke Point Sewer DCCs (4)	Total 2010	Total 2009
ACTIVITY:						
Balance, Beginning of the year	4,013,455	12,278,534	845,263	14,917	17,152,169	16,635,770
Add:						
Developer contributions	143,190	648,304	84,663	97,925	974,082	1,176,993
Interest earned	70,764	232,054	17,207	1,327	321,352	305,224
Less:						
Project expenditures	(551,742)	(391,438)	(10,648)	-	(953,828)	(965,816)
BALANCE, End of the year	\$ 3,675,667	\$ 12,767,454	\$ 936,485	\$ 114,169	\$ 17,493,775	\$ 17,152,169

- (1) Northern Wastewater DCC collection areas include the City of Parksville, Town of Qualicum Beach, portions of Electoral Area G and portions of Electoral Area E.
- (2) Southern Wastewater DCC collection areas include the City of Nanaimo and the District of Lantzville.
- (3) Bulk Water service areas have been established in the French Creek area of Electoral Area G and the Nanoose Bay Peninsula in Electoral Area E.
- (4) Duke Point Sewer DCC collection area includes properties in Electoral A (Cedar).



RDN REPORT		#1
CAO APPROVAL		#1
EAP		
COW	✓	14-June-11
JUN - 6 2011		
RHD		
BOARD		

MEMORANDUM

TO: W. Idema
Acting GM, Finance & Information Services

DATE: May 30, 2011

FROM: T. Moore
Manager, Accounting Services

FILE:

SUBJECT: Board Remuneration Review and Recommendations

PURPOSE:

To introduce bylaws which will amend Board remuneration and expense reimbursement rates commencing with the inauguration of the next Board of Directors in December 2011.

BACKGROUND:

The Regional District of Nanaimo (RDN) has established a protocol of reviewing Board remuneration and expense reimbursement rates every three years, in the year of local government elections. The rates established from the review are set for the new Board resulting from the November elections. The rates apply once the new Board is sworn in at the inaugural meeting in December after the elections.

The review is carried out by the Board Remuneration Review Committee in accordance with its terms of reference. The 2010 committee members were:

- | | |
|--------------|--------------------|
| Joe Burnett | Electoral Area 'A' |
| Bill Holdom | City of Nanaimo |
| George Holme | Electoral Area 'E' |

The committee met with staff in April to review background material. Additionally a survey questionnaire was distributed to all Board members and members were invited to meet personally with the Committee in May to discuss items of particular interest and concern. The committee reviewed a comparison of remuneration rates of a peer group as well as results of the survey questionnaire and personal interviews.

The peer group comparison indicated that Electoral Area (base plus allowance) and Municipal Director remuneration is at 82% (94% in 2008) and 82% (89% in 2008) respectively of the peer group average. The Chairperson remuneration package is 78% (66% in 2008) of the average for the peer group.

Expense reimbursement rates for meals, mileage and overnight allowances are comparable to peer groups and no overall adjustments are being recommended. Mileage will continue to be reviewed twice per year for consumer price index for Vancouver Island (or equivalent) increments in accordance with Bylaw No. 1078.06, 2008 Schedule 'B'.

The committee is also recommending that the Regional District provide for the full cost of extended health, dental and MSP premiums for those Electoral Area Directors wishing to receive these benefits under the Regional District benefit plan program.

The proposed recommendations are as follows:

1. That the base rate for each RDN Director be adjusted by \$330 in 2011, \$620 in 2012 and \$625 in 2013 to bring the base rate to 85%, 90% and 95% of the 2011 peer group average effective commencing the pay period following the Inaugural Board Meeting in each year;
2. That the allowance for RDN Electoral Area Directors be adjusted by \$235 in 2011, \$350 in 2012 and \$345 in 2013 to bring the allowance to 85%, 90% and 95% of the 2011 peer group average effective commencing the pay period following the Inaugural Board Meeting in each year;
3. That Bylaw No. 1078 be amended by deleting 1(c) in Schedule 'A':

~~(c) The member elected as Chairperson shall receive no additional remuneration beyond the Chairperson's allowance;~~
4. That the Regional District provide the full cost of extended health, dental and MSP premiums for those Electoral Area Directors wishing to receive these benefits under the RDN benefit plan program;
5. That the Board direct staff to establish a system to track and reimburse Board Directors for Board member attendance at RDN meetings defined under Bylaw No. 1078, Schedule 'A', Section 2 without the requirement to submit expense statements, and that Board members continue to be responsible for reporting their attendance at external meetings.

ALTERNATIVES:

1. Approve the Board Remuneration Committee recommendations and adopt the bylaws as presented.
2. Recommend different adjustments such as increments based on Consumer Price Index (CPI) and adopt the bylaws as amended.

FINANCIAL IMPLICATIONS:

Alternative 1

As detailed in Appendix 1, the recommended changes to the Director base rate and Electoral Director allowance will cost an additional \$12,910 in 2012, \$12,990 in 2013 and \$13,040 in 2014.

The increments will bring the Director base rate and Electoral Area Director allowance to 85% (2011), 90% (2012) and 95% (2013) of the 2011 peer group average.

The allowance for the Chairperson will remain consistent at \$14,395. With the base rate increment and the Electoral Area Director allowance increment, the total Chairperson compensation will be at 94% (2011), 97% (2012) and 100% (2013) of the 2011 peer group average. This is up from the existing 2010/2011 total Chairperson compensation which is 78% of the 2011 peer group average.

The full cost of extended health, dental and MSP premiums for those Electoral Area Directors wishing to receive these benefits under the RDN benefit plan program is projected to be between \$150 (single coverage) to \$365 (family coverage) per Director per month. If all Electoral Area Directors choose to receive full benefits under the RDN benefit plan program, the projected cost would be a maximum of \$30,660 for family coverage. It is expected that some Electoral Area Directors have existing coverage which would reduce the projected cost. These adjustments will be incorporated into the electoral areas budget requisition.

Alternative 2

Under this alternative, Director remuneration would be adjusted by Consumer Price Index only. During the past two years, Director remuneration was adjusted by the CPI, which was 0.2% in December 2009 and 2.6% in December 2010.

Assuming CPI continues at current rates of 3.0% through to November 2011, the results would be comparable to Alternative 1. However as CPI is unknown at this time for future years, it is uncertain whether such increments would bring the Director remuneration to 95% of the 2011 peer group average by 2013.

SUMMARY/CONCLUSIONS:


A Board Remuneration Committee composed of three Board members has reviewed and discussed information with respect to current remuneration rates, has surveyed Board members for consideration of alternative rates and met personally with two Board members to hear views on remuneration rates. The committee found that the structure for Board remuneration, using a base amount for all Directors and additional allowances for the Chairperson and Electoral Area Directors continues to function satisfactorily. The Board Remuneration Review Committee key recommendations are as follows:


1. That the base rate for each RDN Director be adjusted by \$330 in 2011, \$620 in 2012 and \$625 in 2013 to bring the base rate to 85%, 90% and 95% of the 2011 peer group average effective commencing the pay period following the Inaugural Board Meeting in each year;
2. That the allowance for RDN Electoral Area Directors be adjusted by \$235 in 2011, \$350 in 2012 and \$345 in 2013 to bring the allowance to 85%, 90% and 95% of the 2011 peer group average effective commencing the pay period following the Inaugural Board Meeting in each year;
3. That the Regional District provide the full cost of extended health, dental and MSP premiums for those Electoral Area Directors wishing to receive these benefits under the RDN benefit plan program;
4. That the Board direct staff to establish a system to track and reimburse Board Directors for Board member attendance at RDN meetings defined under Bylaw No. 1078, Schedule 'A', Section 2 without the requirement to submit expense statements, and that Board members continue to be responsible for reporting their attendance at external meetings.

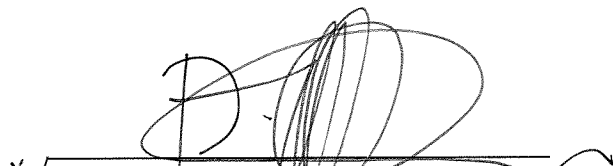
The remuneration package continues to be considerably lower than the average of our peer group. The committee recommends increases to remuneration rates in order to obtain 95% of the 2011 peer group average by 2013. Bylaw No. 1078.07 A Bylaw to Amend Remuneration and Expense Reimbursement Rates for Board Directors and Bylaw No. 1317.03 A Bylaw to Amend the Supplemental Remuneration Rates for Electoral Area Directors are amended to reflect these recommendations and are presented with this report.

RECOMMENDATIONS:

1. That the recommendations of the Board Remuneration Committee be approved.
2. That “Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Bylaw No. 1078.07, 2011” be introduced and read three times.
3. That “Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Bylaw No. 1078.07, 2011” be adopted.
4. That “Regional District of Nanaimo Board Remuneration and Expenses (Electoral Areas Only) Bylaw No. 1317.03, 2011” be introduced and read three times.
5. That “Regional District of Nanaimo Board Remuneration and Expenses (Electoral Areas Only) Bylaw No. 1317.03, 2011” be adopted.


Report Writer


A/ General Manager Concurrence


C.A.O. Concurrence

APPENDIX 1

The following tables compare current base remuneration rates with the recommended rates all of which would be effective following the inaugural Board meeting in December 2011:

2011 Impacts					
Description	Current Rate	Total for all members	Revised Rate (2011)	Total for all members	Change in Dollars
Base Rate	\$10,280	\$174,760	\$10,610	\$180,370	\$ 5,610
Electoral Area Director allowance	\$ 5,655	\$ 33,930	\$ 5,890	\$ 41,230	\$ 7,300*
Chairperson allowance	\$14,395	\$ 14,395	\$14,395	\$ 14,395	0
Total Base Remuneration		\$223,085		\$235,995	\$12,910

2012 Impacts					
Description	2011 Rate	Total for all members	2012 Rate	Total for all members	Change in Dollars
Base Rate	\$10,610	\$180,370	\$11,230	\$190,910	\$ 10,540
Electoral Area Director allowance	\$ 5,890	\$ 41,230	\$ 6,240	\$ 43,680	\$ 2,450
Chairperson allowance	\$14,395	\$ 14,395	\$14,395	\$ 14,395	0
Total Base Remuneration		\$235,995		\$248,985	\$12,990

2013 Impacts					
Description	2012 Rate	2012 Total for all members	2013 Rate	2013 Total for all members	Change in Dollars
Base Rate	\$11,230	\$190,910	\$11,855	\$201,535	\$ 10,625
Electoral Area Director allowance	\$ 6,240	\$ 43,680	\$ 6,585	\$ 46,095	\$ 2,415
Chairperson allowance	\$14,395	\$ 14,395	\$14,395	\$ 14,395	0
Total Base Remuneration		\$248,985		\$262,025	\$13,040

* Assumes Bylaw No. 1078 is amended by deleting 1(c) in Schedule 'A' which indicates that the Chairperson shall receive no additional remuneration beyond the Chairperson's allowance – all Electoral Directors, including the Chairperson, will receive the Electoral Director Allowance.

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1078.07

**A BYLAW TO AMEND REMUNERATION AND
EXPENSE REIMBURSEMENT RATES FOR BOARD DIRECTORS**

WHEREAS the Board of the Regional District of Nanaimo by bylaw, cited as “Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Bylaw No. 1078, 1997”, and subsequent amendments thereto, provided for the remuneration rates and reimbursement of expenses incurred by Directors and Alternate Directors;

AND WHEREAS the Board of the Regional District of Nanaimo wishes to amend the bylaw on the recommendations of the 2011 Board Remuneration Committee;

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

1. Schedule ‘A’ attached to Bylaw 1078.06 are hereby repealed and replaced with Schedule ‘A’ attached hereto.

11. This bylaw may be cited as “Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Amendment Bylaw No. 1078.07, 2011”.

Introduced and read three times this ___th day of _____, 2011.

Adopted this ___th day of _____, 2011.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Chairperson

Sr. Mgr., Corporate Administration

SCHEDULE 'A'

1. Remuneration rates effective commencing the pay period following the Inaugural Board Meeting in each year shall be as follows:

	<u>Dec. 2011</u>	<u>Dec. 2012</u>	<u>Dec. 2013</u>
All Directors (See 1(a))	10,610	11,230	11,855
Chairperson – allowance	14,395	14,395	14,395

- (a) The base remuneration shall cover up to four regularly scheduled Board or Committee meetings, Ideas and Updates meetings and up to one additional informational seminar per month.

2. In addition to the annual remuneration rates shown at (1) above, there shall be paid the following rates:

Vice Chairperson of the Board	\$160 per meeting when acting as Chairperson of the Board
Committee Chairperson (Standing, Select, Advisory, Public Hearing or Public Information Meeting)	\$110 per meeting chaired
Committee Vice Chairperson (has the same meaning as Committee Chairperson)	\$85 per meeting chaired
Alternate Director	\$80 per meeting when attending in the regular Director's place
Select Committees	\$70 per meeting attended
Scheduled Standing Committees	\$70 per meeting attended
Advisory Standing Committees	\$70 per meeting attended
Public Hearings	\$70 per meeting attended
Public Information Meeting	\$70 per meeting attended
Other meetings	\$70 per meeting for Directors appointed by the Board or the Chairperson to represent the Regional District at other Regional District business meetings

- (a) Where a Committee meeting, Public Hearing, Public Information meeting or Other Business meeting, exceeds half a day or four hours in length, the per diem shall be \$110.
 - (b) The Chair and/or a Director designated by the Chair shall receive a meeting per diem of \$110 when attending meetings with senior levels of government or when representing the Regional District at locations outside of the Regional District unless otherwise remunerated as a representative of another organization attending the meeting.
 - (c) Meeting per diems shall be paid for sub-committee work only where the committee appointment is to an organization constituted under Provincial legislation or is directly related to the Regional District's service responsibilities.
2. The rates above shall be reviewed by a Committee appointed by the Board in the year of Local Government elections and any changes shall be effective from the pay period following the December inaugural Board meeting of that year.

Chairperson

Sr. Mgr., Corporate Administration

SCHEDULE 'B'

1. Meal Expenses

- a) Breakfast to a maximum of \$15.00 without a receipt
- b) Lunch to a maximum of \$20.00 without a receipt
- c) Dinner to a maximum of \$30.00 without a receipt

If a receipt is submitted, the actual cost will be reimbursed provided that:

- (i) The cost of the meal excluding taxes but not including a gratuity does not exceed the maximum cost under a), b) or c); and,
- (ii) The gratuity if any, does not exceed 15% of the total meal cost including taxes.
- d) Where travel occurs outside of Canada the meal expense maximums shall be converted at prevailing exchange rates.
- e) There will be no reimbursement for alcoholic beverages.

2. Overnight Travel

An overnight per diem of \$75 shall be paid to cover the costs of meals, gratuities and incidentals. This per diem shall be paid in lieu of the standard meal per diems above and receipts are not required.

3. Mileage

The mileage rate will be amended on January 1 of each year by an adjustment equal to the consumer price index for Vancouver Island (or equivalent) as at November 30 of the prior year.

Mileage rates will be reviewed in July each year for adjustments which may be warranted as a result of increased fuel costs over the preceding period.

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1317.03

**A BYLAW TO AMEND THE SUPPLEMENTAL
REMUNERATION RATES FOR ELECTORAL AREA DIRECTORS**

WHEREAS the Board of the Regional District of Nanaimo by bylaw, cited as “Board Remuneration and Expenses (Electoral Areas Only) Bylaw No.1317, 2002” and subsequent amendments thereto, provided for the remuneration rates and reimbursement of expenses incurred by Electoral Area Directors;

AND WHEREAS the Board of the Regional District of Nanaimo wishes to amend the rates within the bylaw;

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

1. Section 6 is amended by deleting the word “Manager of Financial Services” and inserting the words “General Manager, Finance & Information Services” and by deleting the words “Administrator” and substituting the words “Chief Administrative Officer”.
2. Schedule ‘A’ attached to Bylaw No. 1317 is hereby repealed and replaced with Schedule ‘A’ attached hereto.
3. Schedule ‘B’ attached to Bylaw No. 1317 is hereby repealed and replaced with Schedule ‘B’ attached hereto.
4. This bylaw may be cited as “Regional District of Nanaimo Board Remuneration and Expenses (Electoral Areas Only) Amendment Bylaw No. 1317.03, 2011”.

Introduced and read three times this __th day of _____, 2011.

Adopted this __th day of _____, 2011.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Chairperson

Sr. Mgr., Corporate Administration

SCHEDULE 'A'

1. Remuneration rates effective commencing the pay period following the Inaugural Board Meeting in each year shall be as follows:

	<u>Dec. 2011</u>	<u>Dec. 2012</u>	<u>Dec. 2013</u>
Regional Allowance – Electoral Areas only	\$ 5,890	\$ 6,240	\$ 6,585

2. The rates above shall be reviewed by a Committee appointed by the Board in the year of Local Government elections and any changes shall be effective from the pay period following the December inaugural Board meeting of that year.

Chairperson

Sr. Mgr., Corporate Administration

SCHEDULE 'B'

1. Meal Expenses

- a) Breakfast to a maximum of: \$15.00 without a receipt
- b) Lunch to a maximum of: \$20.00 without a receipt
- c) Dinner to a maximum of: \$30.00 without a receipt
- d) If a receipt is submitted, the actual cost will be reimbursed provided that:
 - (i) The cost of the meal excluding taxes but not including a gratuity does not exceed the maximum cost under a), b) or c); and,
 - (ii) The gratuity if any, does not exceed 15% of the total meal cost including taxes.
- e) Where travel occurs outside of Canada the meal expense maximums shall be converted at prevailing exchange rates.
- f) There will be no reimbursement for alcoholic beverages.

2. Overnight Travel

An overnight per diem of \$75 shall be paid to cover the costs of meals, gratuities and incidentals. This per diem shall be paid in lieu of the standard meal per diems above and receipts are not required.

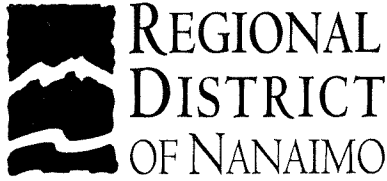
3. Mileage

The mileage rate will be amended on January 1st of each year by an adjustment equal to the consumer price index for Vancouver Island (or equivalent) as at November 30th of the prior year.

Mileage rates will be reviewed in July each year for further adjustment which may be warranted as a result of increased fuel costs over the preceding period.

4. Extended Health, Dental and MSP Premiums

The extended health, dental and MSP premiums will be paid for any Electoral Area Director who requests this coverage.



RDN REPORT		###	
CAO APPROVAL		###	
EAP			
COW	✓	June 14/11	
JUN - 6 2011			
RHD			
BOARD			

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: June 6, 2011

FROM: Wendy Idema
Acting General Manager, Finance & Information Services

FILE:

SUBJECT: Central Island 911 Service Update

PURPOSE:

To provide an update on usage of the Central Island 911 Service during 2010.

BACKGROUND:

The Regional District of Nanaimo participates in the Central Island 911 Service (CI911) with the City of Nanaimo and the Cowichan Valley Regional District on behalf of Electoral Areas A, B, C and the District of Lantzville. The service was originally established in 1993 with the most recent agreement renewed in 2004. This report is being presented to provide a summary of usage of the E-911 call answer system for Board Information.

During 2010, a total of 53,217 calls were answered through the CI911 service with 13,068 calls being transferred to the Nanaimo Fire Rescue dispatch centre and the remainder transferred to the RCMP and ambulance dispatches. Of the 13,068 calls transferred to Nanaimo Fire Rescue, 9,400 required a response and were distributed by area and by type of call as shown in the following table.

	RDN	% of calls	CVRD	% of calls	City of Nanaimo	% of calls	Total	% of calls
Fire	253	27%	704	31%	819	13%	1,776	19%
Motor Vehicle	107	12%	308	13%	632	10%	1,047	11%
Medical Aid	381	41%	583	26%	3775	61%	4,739	50%
Other	181	20%	677	30%	980	16%	1,838	20%
Total	922		2,272		6,206		9,400	

ALTERNATIVES:

This report is being presented for information.

FINANCIAL IMPLICATIONS:

There are no financial implications. The report is presented for information only.

SUMMARY/CONCLUSIONS:

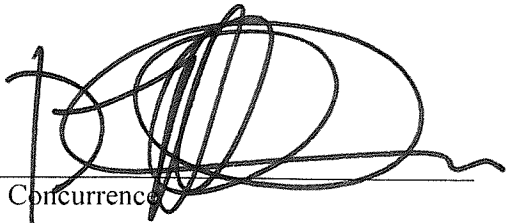
The Regional District of Nanaimo participates in the Central Island 911 Service with the City of Nanaimo and the Cowichan Valley Regional District on behalf of Electoral Areas A, B, C and the District of Lantzville. During 2010, a total of 53,217 calls were answered through the CI911 service with 13,068 calls being transferred to the Nanaimo Fire Rescue dispatch centre. 9,400 of these calls required a response and were distributed by area as shown above.

RECOMMENDATION:

That the report be received for information.



Report Writer



A/ CAO Concurrence



RDN REPORT		
CAO APPROVAL		<i>[Signature]</i>
EAP		
COW	✓	June 14/11
JUN - 6 2011		
RHD		
BOARD		

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: June 3, 2011

FROM: W. Idema
Acting General Manager, Finance & Information Services

SUBJECT: Renewal of Central Island 911 Partnership Agreement and 911 Call Answer Levy Bylaw No. 1611

PURPOSE:

To consider the renewal of the Central Island 911 Partnership Agreement, and to introduce for approval a bylaw to establish a revised call answer levy to recover the costs of providing E-911 services in Electoral Areas A, B, C and the District of Lantzville.

BACKGROUND:

In 1993 the Regional District of Nanaimo (RDN) adopted Bylaw 887 which established a service area to participate with the City of Nanaimo and Cowichan Valley Regional District (CVRD) in Nanaimo’s E-911 emergency telephone service. At the time, the RDN participants were Electoral Areas A, B, C and D. Following the approval of the establishing bylaw, in September 1994 the City of Nanaimo, CVRD and the RDN entered into a partnership agreement for the provision of E-911 services. In February 2004 the RDN service area was amended to include the new municipality of Lantzville as a participant in the RDN service area.

In 2004 the Partnership Agreement was renewed with the commitment that the partners would pursue a wireless call answer levy to supplement the existing landline call answer levy and to better reflect the ‘user pay’ philosophy. Schedule ‘A’ of the Agreement included the following guiding principle:

The parties intend that eventually funding for the 911 Service will be obtained from a Call Answer Levy (CAL) placed on all telephone subscribers in the 911 Service Area.

The 2004 agreement was a five year agreement that expired in 2009. The partnership relationship has been continuing while the participants have worked towards updating the Agreement to reflect current requirements of the E-911 service (Appendix 1). During this period, the Management Committee has been developing a strategy to implement a wireless call answer levy both within the Central Vancouver Island service area and province-wide.

Central Island 911 Partnership Agreement

A Management Committee oversees the operation of the E-911 service with non-elected representation from the three jurisdictions. The Management Committee has reviewed the Agreement and has made several housekeeping amendments to the Agreement. In addition, the Committee is recommending a

change to the current cost sharing formula to utilize population rather than the number of land-based telephone lines for the allocation of costs. This amendment is proposed to better reflect the change in the user population as E-911 service users move away from land-based lines to wireless devices. This change results in a cost sharing allocation of 45% to the City of Nanaimo, 45% to the CVRD and 10% to the RDN. Any annual surplus of revenue would be placed in a 911 Service Reserve fund for future use or refund to the partners.

The updated Agreement also renews the “Guiding Principles” commitment by each of the partners to work cooperatively towards a goal of funding the Central Island E-911 service through a call answer levy (CAL) on all telephone subscribers within the service areas. Until this is achieved, the current two-part process to recover costs will continue. A fee of \$0.47 per month is collected by telephone service providers who operate a landline or equivalent digital service. This levy is collected under CRTC approved agreements which require the revenues to be applied to the costs of the initial call taking portion of the 911 service. The remainder of the cost is recovered through property taxation.

ALTERNATIVES:

1. Approve the “Central Island 911 Partnership Agreement” and adopt the “911 Call Answer Levy Bylaw No. 1611, 2011” as presented.
2. Approve the “Central Island 911 Partnership Agreement” as presented, but do not adopt the “911 Call Answer Levy Bylaw No. 1611, 2011”.
3. Do not approve the Partnership Agreement or Bylaw No. 1611 and provide alternate direction.

FINANCIAL IMPLICATIONS:

Alternative 1

If the Board supports alternative one, renewal of the 911 Partnership Agreement with the CVRD and the City of Nanaimo will ensure the ongoing coordinated delivery of E-911 services to the areas located in Electoral Areas A, B, C and the District of Lantzville.

The renewal Agreement proposes to amend the cost sharing formula for net operating costs to reflect population based on current Statistics Canada census information rather than based on the number of existing landlines. This amendment represents a more accurate reflection of actual usage and proposes that until a CAL is in place for all telephone subscribers that the following cost allocations will apply: CVRD 45%; RDN 10%; City of Nanaimo 45%.

The revised allocations will be updated with the new Census figures in 2012. Currently, the three jurisdictions raise approximately \$1.5 million collectively between the three partners. Under the renewal Agreement the existing property tax levy would continue until a wireless call answer levy to all telephone service providers is implemented.

In conjunction with the renewal Agreement is the commitment to adopt a call answer levy bylaw to expand the collection of fees to wireless users. Bylaw No. 1611 proposes to establish a call answer rate of \$0.75 per month per subscriber, from which the provider retains a fee of \$0.07 per month to cover the providers’ costs of billing and collection. This rate would increase the existing call answer levy rate from \$0.47 cents per month per landline to \$0.75 per month. The landline telephone service providers currently retain \$0.07 per line for billing and collection costs.

The Management Committee estimates that a monthly call answer levy rate of between \$0.65 to \$0.68 applied to all types of telephone service subscribers and would generate approximately \$1.5 million to cover the direct operating costs of the Central Island 911 service. A property tax levy may still be required if the wireless levy does not provide sufficient funds to fully pay for the service.

Alternative 2

If the Board supports alternative two, the 911 Partnership Agreement will be approved with the commitment of the RDN to pursue a wireless call answer levy. However, if the participants of the RDN E-911 Service do not concurrently approve Bylaw No. 1611, the Board will not be meeting its commitments under the Partnership Agreement.

It is anticipated that landline call answer levy revenues will decline as users move toward wireless telephone products. This transition will require the current call answer rate to be increased or additional property taxes to be raised to make up the shortfall. Unless the telephone user base is expanded, some users of the 911 service will pay more for 911 services while others will continue to pay little or nothing.

The City of Nanaimo and the CVRD have already adopted regulatory bylaws that will enable these jurisdictions to implement a wireless call answer levy, but it is expected that the implementation of this levy will not be possible without the RDN also participating by adopting Bylaw No. 1611. Furthermore, it will be difficult to apply pressure on the Province or on the wireless service providers to implement a region-wide or province-wide system unless all three of the Central Island E911 partners work collectively on this initiative.

Alternative 3

There is no other alternative for the RDN with respect to E-911 services. The infrastructure is in place and the three jurisdictions have an excellent partnership under the Central Island 911 Partnership Agreement which has existed for many years. The City of Nanaimo and the CVRD are committed to continuing the partnership relationship with the RDN to ensure that all residents of the three regions continue to receive E-911 services.

SUMMARY/CONCLUSIONS:

The Central Island 911 Partnership Agreement expired in 2009 and requires renewal by the City of Nanaimo, CVRD and RDN. Attached to this report is a copy of the renewal Agreement which proposes to change the tax requisition cost apportionment formula from the number of existing landlines by jurisdiction to population based on Statistics Canada census data. The proposed Agreement also renews the commitment between the partners to pursue a wireless call answer levy to change the recovery method for E-911 services to a full user pay system.

Bylaw No. 1611 is also attached to this report for consideration by the Board. The bylaw was considered earlier this year but was defeated due to the lack of consensus to implement a wireless levy. At the direction of the Board, staff have had several meetings with elected officials and with staff of other jurisdictions to explore the implications of the proposed bylaw and other alternatives. As has been discussed at these meetings, with the requirement for the partners to renew the Central Island 911 Partnership Agreement, Bylaw No. 1611 is being brought back for consideration to follow through on the commitments made in the Partnership Agreement.

If the Board does not adopt Bylaw No. 1611, it will most certainly weaken the Central Island 911 partnership's ability to influence the telephone service providers and the Province to consider a province-wide user fee collection service. It will also result in an inconsistent application of fees to E-911 users

across the region with the likelihood of duplication of charges to some wireless subscribers who reside in the RDN but who have City of Nanaimo area phone exchange numbers.

Given the long standing commitments of all three jurisdictions from the initial implementation of E-911 to work towards a user pay system to recover costs, staff recommend that the Board support Alternative 1 and approve the Guiding Principles, the 911 Partnership Agreement and Bylaw No. 1611 as presented.

RECOMMENDATIONS:

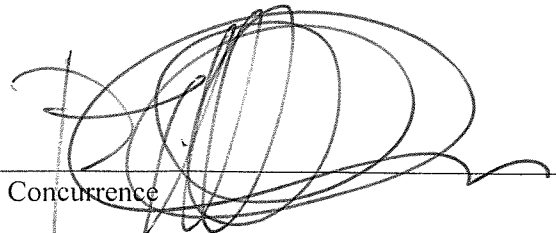
1. That the Parties support the Guiding Principle to work together to provide 911 Service in each of their respective jurisdictions with the eventual goal of the Parties to fund 911 Service entirely through a call answer levy (CAL) placed on all telephone subscribers within the service areas; and

That until such time as the CAL is sufficient to provide all funding necessary for the 911 Service, that any shortfall will be made up by the Parties on the basis of population in accordance with Schedule 'A' of the "911 Partnership Agreement"

2. That the "911 Partnership Agreement" between the Regional District of Nanaimo, the Cowichan Valley Regional District and the City of Nanaimo be approved for a period of five years expiring on December 31, 2015.
3. That "911 Call Answer Levy Bylaw No. 1611, 2011" be introduced and read three times.
4. That "911 Call Answer Levy Bylaw No. 1611, 2011" be adopted.



Report Writer



CAO Concurrence

911 PARTNERSHIP AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2011.

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT

175 Ingram Street
Duncan, BC
V9L 1N8

(the “CVRD”)

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

(the “RDN”)

AND:

THE CITY OF NANAIMO

455 Wallace Street
Nanaimo, B.C.
V9R 5J6

(the “City”)

WHEREAS the CVRD, the RDN and the City wish to participate in the construction, operation and funding of a 911 Service to be known as the Central Island 911 Service.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and agreeing to be legally bound thereby, the CVRD, the RDN and the City hereby covenant and agree as follows:

ARTICLE 1 - INTRODUCTION

1.1 Purpose

The purpose of this agreement is to define the rights and obligations of the CVRD, the RDN and the City with respect to the construction, operation and funding of the Central Island 911 Service.

1.2 Guiding Principles

It is acknowledged and agreed that the Parties intend to work together cooperatively to provide 911 Service in each of their respective jurisdictions. The eventual goal of the Parties is to fund 911 Service entirely through a call answer levy (CAL) placed on all telephone subscribers within the service areas. Until such time as the CAL is sufficient to provide all funding necessary for 911 Service, any shortfall will be made up by the Parties in accordance with the cost sharing formula in Schedule "A". Any annual surplus will be placed by the Parties into a 911 Service reserve fund, and if the Parties agree to issue a refund from the reserve fund, such refund shall be distributed among the Parties in accordance with the cost sharing formula in Schedule "A", as applicable to the year in which the refund is made.

1.3 Cooperation

The CVRD, the RDN and the City shall cooperate and use their best efforts to ensure the most expeditious implementation of the provisions of this agreement and shall in good faith undertake to resolve any disputes that may arise between them in an equitable and timely manner and in accordance with the provisions hereof.

1.4 Schedules

The following schedules are attached to and made part of this agreement:

- Schedule A – Cost Sharing Formulas
- Schedule B – MOU Between the City of Nanaimo and the International Association of Firefighters, Local 905 – Dispatch Centre Merger
- Schedule C – Staffing Agreement

1.5 Term

The Term of this agreement shall be five (5) years from the Commencement Date unless terminated earlier pursuant to the provisions hereof.

1.6 Area

The Central Island 911 Service will serve the area within the boundaries of the CVRD, the City and those parts of the RDN included within the boundaries of School District No. 68.

ARTICLE 2 - DEFINITIONS

In this agreement, the words and expressions set out below shall have the following meanings unless the context requires otherwise:

"911 Service" means a call answer centre operated for receiving, transferring and/or dispatch of emergency services;

"Budget" means the amounts approved to cover operating and capital costs for providing the 911 Service each year in accordance with Article 5.2

"Central Island 911 Service Area" means the area described in Article 1.5;

"City" means the City of Nanaimo;

"Commencement Date" means January 1, 2011;

“Contract Interest Rate” means the per annum rate of interest declared from time to time by the Royal Bank of Canada as its reference rate for Canadian dollar loans to its most credit worthy customers in Canada;

“Cost Sharing Formula” means the formula for the allocation of the share of each Party in the costs of the 911 Service set out in Schedule A – Cost Sharing Formula, attached to this Agreement;

“CVRD” means the Cowichan Valley Regional District;

“Dispute Resolution Committee” means the panel referred to in Article 11.1;

“Emergency Services” means police, fire and ambulance services and all other agencies that may attend to an emergency within the Central Island 911 Service area;

“Equipment” means the electronic equipment, apparatus, furniture and other material installed in and used for the purposes of the 911 Service in the Facility;

“Facility” means the building where the City locates the Equipment and operates the 911 Service;

“Management Committee” means the committee established under Article 5;

“Operational Policies” means the policies created by the Management Committee from time to time;

“Parties” means the CVRD, the RDN and the City;

“Repeater Network” means the repeater sites separately owned and maintained by each of the Parties;

“RDN” means the Regional District of Nanaimo;

“Schedule” means a schedule attached to this Agreement;

“Telephone Numbers” include telephone numbers serviced by landlines and wireless telephones;

“Uncontrollable Circumstances” means an event or condition beyond the reasonable or prudent control of a Party (the “Affected Party”) whose performance of any of that Party’s obligations under this Agreement are affected by the event or condition, which

- a) interferes with, interrupts or causes the failure of the operation of the 911 Service, or
- b) has or may reasonably be expected to have a material adverse effect on the Facility or the Equipment or the operation, ownership, maintenance or possession of the Facility or the Equipment,

and, without affecting the generality of the foregoing, includes the following:

- c) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence, an act of the public enemy or of terrorism, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or a strike, lockout, or similar industrial or labour action, or sabotage; provided that, in the event of a strike, the City shall take reasonable steps to have the 911 Service declared an essential service under the Labour Relations Code or other similar legislation;
- d) the order or judgment of any governmental authority, including without limitation any material modification or change in interpretation of any order or judgment, if it is not also the result of a lack of reasonable diligence by the Affected Party, provided that the contesting in good faith of any such order or judgment shall not constitute or be construed as a wilful or negligent action or a lack of reasonable diligence of such party;
- e) the adoption, promulgation, issuance, material modification or change in interpretation, after the Commencement Date, of any federal, provincial or local law, regulation, rule, requirement, ordinance or applicable industry codes, specifications or standards unless that law, regulation,

rule, requirement, ordinance, code, specification or standard was, on or prior to the Commencement Date, duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, provincial or local government body, administrative agency or governmental official having jurisdiction;

- f) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval essential to the maintenance or operation of the Facility or Equipment;
- g) any other event or condition not specified herein but of a nature generally similar to any of the events or conditions described in paragraphs (c) to (f), inclusive, of this definition (Uncontrollable Circumstances) and which has or may reasonably be expected to have a material adverse effect on the Facility or Equipment or the operation, ownership, maintenance or possession of the Facility if that event or condition is beyond the reasonable or prudent control of the Affected Party; and

in the occurrence of any such event or condition, an affected Party shall not be required to observe a higher standard of conduct than that required by the usual and customary standards of the industry or other field of activity in question as a condition to claiming the existence of an Uncontrollable Circumstance.

ARTICLE 3 - RIGHTS AND OBLIGATIONS – COMMITMENTS AND REPRESENTATIVES

3.1 Commitment to Use the Service

During the term of this agreement, the CVRD, the RDN and the City agree to use the 911 Service and not to use any other similar service directly or indirectly.

3.2 Commitment to Pay

The CVRD, RDN and the City shall share the costs of all capital and operating expenses incurred in relation to the 911 Service in accordance with the Cost Sharing Formula.

3.3 Cost Recovery

The parties agree that until funding for the 911 Service is obtained entirely from a Call Answer Levy (CAL) placed on all telephone subscribers in the 911 Service Area, the required net revenue will be contributed by the Parties on a pro-rata basis according to their respective populations as determined from time to time by Statistics Canada's national census, as more particularly described in Schedule "A".

3.4 Appointment of Representative

- (1) The CVRD, the RDN and the City shall each appoint one representative, who shall not be an elected official of the CVRD, the RDN or the City, to the Management Committee referred to in Article 5. All the expenses of the representatives shall be paid for by their respective Party unless the Parties otherwise agree.
- (2) The CVRD and the RDN shall inform their Emergency Services personnel of the name of their Management Committee representative and direct that all complaints, concerns or other matters relating to the 911 Service be conveyed to their own representative who may refer the matter to the City or to the Management Committee.

ARTICLE 4 - RIGHTS AND OBLIGATIONS – OWNERSHIP, OPERATION, AUDIT AND ACCESS

4.1 Ownership of the Facility and Equipment

- (1) The City shall control and supply the Facility and the Parties shall be the owners of the Equipment for the duration of this Agreement, unless the Parties agree otherwise.
- (2) Upon the expiration or termination of this Agreement, the respective ownership shares of the Parties in the Equipment shall be calculated on the basis of their share of the costs of the 911 Service in the last year of the Term according to the Cost Sharing Formula.

4.2 Operation and Management of the Facility, Equipment and the 911 Service

During the term of this agreement, the City shall, subject to the terms of this agreement,

- (a) be fully responsible for the operation and supervision of the 911 Service Staff and the Facility and Equipment in accordance with the terms of this Agreement, including the administration of Schedule B - Staffing;
- (b) provide the Facility and all labour, and obtain and install the Equipment necessary to operate the 911 Service and use all reasonable efforts to maintain, repair and replace all Equipment as necessary to ensure continued compliance with the Operational Policies and all other obligations as set out in this Agreement;
- (c) use its best efforts to ensure a harmonious and cooperative working relationship with the Parties and all Emergency Services;
- (d) manage and operate the Facility and Equipment so as to ensure the reasonable safety of persons in, on or around the Facility and Equipment;
- (e) maintain the Facility and Equipment in a good, clean and orderly condition at all times; and
- (f) operate the Facility and Equipment and the 911 Service in a manner that will not violate any federal, provincial or local law, rule, regulation, bylaw, permit or license. The City shall not be deemed to have breached this obligation if it is in good faith contesting the validity or application of any such law or regulation or diligently attempting to comply therewith.

4.3 Ownership, Operation and Management of the Repeater Networks

- (1) Each party shall be responsible for ensuring their respective repeater network is fully narrow-band compliant (RS119 – Issue 5) and in good repair prior to commencement of this agreement.
- (2) All costs associated with repeater site licenses, lease agreements and repeater equipment will be shared by the Parties in accordance with the cost sharing formula in Schedule “A”.

4.4 The City’s Information Systems

- (1) The City shall, on and after the Commencement Date, establish and maintain a financial information system to provide storage and ready retrieval of the 911 Service, Facility and Equipment operating data.
- (2) Upon request by the CVRD or the RDN, the City shall provide the CVRD or the RDN with copies of the City’s records in order to permit the CVRD or the RDN to verify the accuracy of the billings by the City and compliance with the Operational Policies.

4.5 Form of Data

- (1) The records maintained by the City shall present the operating data of the 911 Service, Facility and Equipment in a form reasonably acceptable to the CVRD and the RDN.
- (2) Additional information shall be provided by the City, as appropriate and as agreed upon by all Parties to this Agreement during the term of this agreement.

4.6 Verification of Audit Procedures

- (1) All books, records, documents and accounting procedures and practices of the City relevant to the 911 Service are subject to examination by the CVRD and the RDN and the City shall provide them as reasonably requested by the CVRD and the RDN.
- (2) At the reasonable request of either or both the CVRD or the RDN, the City shall verify and substantiate any such information, records and invoices by the certification of an independent auditor acceptable to the CVRD and the RDN.
- (3) The Parties shall share the expenses incurred for an independent audit in accordance with the Cost Sharing Formula.

4.7 Access to the Facility and Equipment

The City shall not be obligated to permit access to the Facility and Equipment other than to duly authorized representatives of the CVRD and the RDN whose authority shall be verified in writing to the City.

ARTICLE 5 - DECISION MAKING

5.1 Management Committee

The parties agree to establish a Management Committee.

5.2 Composition, Procedures and Responsibilities

The Management Committee shall

- (a) be made up of the three representatives appointed pursuant to Article 3.3. Each representative shall have one vote. Each representative shall, whenever possible, obtain authority to act on behalf of the party he or she represents at least one day prior to the meeting at which a matter is to be considered. A decision upon a matter shall not be delayed more than 30 days (unless it is agreed by all the parties) to enable a representative to obtain the necessary authority;
- (b) by a unanimous vote establish a set of procedural rules that take into account the provisions of this agreement, the *Local Government Act* and the *Community Charter*;
- (c) by a unanimous vote establish Budget guidelines which shall identify which costs shall be included in the annual budget and whether a particular item will be categorized as operating or capital. The Budget guidelines shall take into consideration the classification of expenses typically used by the City so as to avoid unnecessary accounting and reconciliation of costs for the service.

- (d) by a unanimous vote establish a provisional budget each year on or before November 1st and an annual Budget on or before January 31 of the following year.
 - (e) upon approval of a final annual Budget, the City representative shall forward a copy of the approved Budget showing a summary of the items approved and costs recoverable from each of the Parties, to each of the CVRD and the RDN.
 - (f) not, except by unanimous vote, alter the level of the 911 Service or otherwise change the Facility and the Equipment in a way that increases or decreases the budget by more than 10% from one year to the next, save and except if an increase greater than 10% is due to wage and benefit increases payable to those persons employed by the City of Nanaimo to operate the Facility and the Equipment and provide the 911 Service; and
 - (g) have the power to appoint subcommittees to assist in the carrying out of the terms of this Agreement.
- 5.3** In the event that a unanimous vote is required under this Article, and the Management Committee representatives are unable to reach a unanimous agreement after two meetings of the Management Committee have considered and voted on the matter, the matter shall be referred to the Dispute Resolution Committee under Article 11 and if required, the arbitration process under Article 12.

ARTICLE 6 - COST SHARING FORMULA

- 6.1** The costs of the 911 Service after the Commencement Date shall be paid by each of the Parties in accordance with the Cost Sharing Formula outlined in Schedule A.
- 6.2** The allocation of the costs to each of the Parties may be changed by the agreement of all the Parties. If one or more of the Parties wishes to change the allocation of the costs, that Party shall give 60 days' notice in writing of its intention to introduce a motion for consideration by the Management Committee.
- 6.3** If a claim is brought against the City arising out of the operation of the Facility, the Equipment and/or the 911 Service, the cost of defending and paying such claim and the cost of any increase in the deductible and/or premium payable by the City for insurance shall be a cost of the 911 Service, except where the claim is determined to be as a result of the gross negligence or willful misconduct of the City.
- 6.4** The CVRD and RDN shall pay the City their respective shares of the costs within 30 days of receipt of the statement for the monthly billing period from the City.
- 6.5** All overdue amounts payable by the CVRD and the RDN to the City under this Agreement shall bear interest at the contract interest rate plus three percent (3%) calculated from the 15th day after the day on which payment to the City by the CVRD and the RDN is due under Article 6.4 herein.

ARTICLE 7 – FACILITY AND EQUIPMENT MAINTENANCE

7.1 Alterations to the Service

The Parties recognize that alterations to the 911 Service, the Equipment and the facility may be required from time to time. Except where required by law under Article 7.2, the City shall not be obligated to make any alterations before the CVRD, the RDN and the City have all negotiated and settled in writing all adjustments required, in their reasonable opinion, to be made to the Operational Policies, the costs of

the 911 Service, the allocation of the costs of the 911 Service, and to all other aspects of the operation of the 911 Service, the Equipment and the facility that may result from the proposed alterations.

7.2 Alterations Required by Law

If any alterations, to the 911 Service, are required to be made by law, the City shall use all reasonable efforts to make them. Upon the completion of such alterations, the costs of all aspects of the operation of the 911 Service, the Equipment and the Facility that may be affected by the alteration shall be adjusted to fully compensate the City for the CVRD's and the RDN's share of all additional costs incurred thereby despite Article 5.1(g)

7.3 Cost Records

If any alterations are made to the 911 Service, the Equipment or the Facility, the City shall maintain records for all the costs incurred for the alterations and shall keep such records in accordance with normal business practices and with generally acceptable accounting principles and methods. These records shall be available for inspection by the CVRD and the RDN.

7.4 Damage or Destruction

- (1) The City shall notify the CVRD and the RDN immediately of any damage to or destruction of the facility or the Equipment or interruption of the 911 Service.
- (2) If any damage to or destruction of the facility or the Equipment occurs, the City shall undertake the repair, restoration or rebuilding of the Facility or the Equipment or any part thereof to the same specifications as existed prior to the event causing the need for repair, restoration or rebuilding, together with any temporary repairs and any other measures to protect and operate the Facility, the Equipment and the 911 Service pending completion of the work, except as may be otherwise required by law or as may be otherwise approved by the CVRD and the RDN.
- (3) The City shall diligently pursue the repair, restoration or rebuilding to completion regardless of whether there are sufficient insurance proceeds available to cover the costs thereof.
- (4) If the event causing the need for the repair, restoration or rebuilding is covered by insurance but the insurance proceeds are insufficient to cover the costs, the CVRD, the RDN and the City shall share all costs of repair, restoration or rebuilding in excess of the amount of the insurance proceeds in the same manner as the Cost Sharing Formula.
- (5) If the event causing the need for the repair, restoration or rebuilding is not covered by insurance, the CVRD, the RDN and the City shall share all costs of repair, restoration or rebuilding in excess of the amount of the insurance proceeds in the same manner as the Cost Sharing Formula.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

8.1 Insurance

- (1) All insurance required in this article shall be taken out and maintained with responsible insurance companies, qualified and authorized under the laws of British Columbia to provide such insurance in British Columbia, to be selected by the City and approved by the CVRD and the RDN.

- (2) The City will give on demand to the CVRD and the RDN, copies of the policies evidencing all such insurance or a certificate or certificates of the insurers stating that such insurance is in force and effect at all times during the period of this Agreement.
- (3) Each policy and each certificate shall contain a provision that the insurer shall not cancel coverage or refuse to renew the policy or reduce or limit the scope of limits of coverage thereunder without giving notice to the CVRD and to the RDN at least 30 days before the cancellation, non-renewal or change becomes effective.
- (4) If there is any additional cost to the City, the CVRD or the RDN with respect to the insurance requirements herein, the costs may be submitted to and included in the Budget for the 911 Service to be cost shared in accordance with the Cost Sharing Formula.

8.2 No Insurance Available

If the City is unable to obtain or maintain any of the insurance required herein or the cost of any such insurance is unreasonable in the opinion of the CVRD, the RDN and the City, the City may modify such insurance in accordance with the provisions of Article 8.4.

8.3 Insurance Evaluation

- (1) The City, the CVRD and the RDN shall set insurance policy limits based on insurance commercially available.
- (2) If the CVRD, the RDN and the City cannot agree upon policy limits, or the commercial availability of insurance or the cost of any such insurance is unreasonable in the opinion of the City, the issue shall be submitted to an independent insurance evaluator selected by the CVRD, the RDN and the City for resolution.
- (3) The costs of the insurance evaluator shall be an operating expense of the 911 Service.

8.4 Recommendation of Insurance Evaluator

- (1) The insurance evaluator shall make a recommendation to the Parties regarding insurance coverage commercially available and the level of policy coverage only, unless jointly requested to make recommendations on additional issues by the CVRD, the RDN and the City.
- (2) The recommendation of the insurance evaluator shall be binding on the parties and shall be implemented by the City as soon as practicable.
- (3) At no point during the term of this Agreement shall policy limits be less than any statutory liability limit for the CVRD, the RDN and the City.

8.5 Indemnity

- (1) Each Party shall release and indemnify the other Parties, their officers, employees, agents or contractors for any claims brought against the other Parties arising out of the acts or omissions of the Party giving the release and indemnity, except with respect to negligence or gross negligence.

- (2) Each Party shall obtain and maintain throughout the term of this agreement comprehensive liability insurance in the minimum amount of \$5,000,000 for the purposes of satisfying this indemnity.
- (3) The CVRD, the RDN and the City respectively shall add the other Parties to their policy of insurance with the Municipal Insurance Association (MIA), or any other entity which might replace the MIA and provide liability insurance coverage to a Party to protect the parties against risks arising in connection with the operation of the Facility, the Equipment and the 911 Service.

ARTICLE 9 - EVENTS OF DEFAULT

9.1 Events of Default by the CVRD or the RDN

The persistent or repeated failure or refusal by the CVRD or the RDN to carry out any one or more of their obligations under Articles 3 and 6 or to not substantially fulfill any of their other obligations under this agreement for reasons other than Uncontrollable Circumstances, shall constitute an Event of Default.

9.2 Events of Default by the City

The following constitute Events of Default by the City:

- (a) The persistent or repeated failure or refusal by the City to operate, repair or maintain the Equipment, the facility or the 911 Service or to substantially fulfill any of its obligations under this agreement due to circumstances other than Uncontrollable Circumstances.
- (b) The failure of the 911 Service to meet the Operational Policies set forth in this agreement for any consecutive period of 15 days, except due to Uncontrollable Circumstances.
- (c) The failure of the City to maintain the insurance coverage required by Article 8 and as periodically reviewed and agreed to by the parties on the 30th day following written notice of such failure to the City given by the CVRD or the RDN.

ARTICLE 10 - REMEDIES

If there is an Event of Default under Article 9, the Party not in default may, if the default has not been cured or commenced to be cured within 21 days after notice in writing has been given by the Party not in default to the Party in default, refer the default to the Dispute Resolution Committee for resolution under Article 11, before proceeding to Arbitration under Article 12.

ARTICLE 11 - DISPUTE RESOLUTION

11.1 Dispute Resolution Committee

If a dispute in respect of any interpretation of this agreement arises between the CVRD, the RDN and the City, or a matter is not resolved under Article 5, the parties shall refer the matter to the Dispute Resolution Committee, which shall consist of their respective chief administrative officers or their designates. The purpose of the Dispute Resolution Committee shall be to resolve as expeditiously as possible any dispute, unless specifically excepted elsewhere, arising under this agreement so as not to impair progress in the implementation of the provisions of this Agreement.

11.2 Attempt to Settle

The CVRD, the RDN and the City shall attempt to settle any dispute arising under this agreement in good faith without referring the matter to the Dispute Resolution Committee. If the CVRD, the RDN and the City cannot resolve any dispute, they shall jointly notify the members of the Dispute Resolution Committee of the nature of the dispute. The Dispute Resolution Committee shall convene within two business days of such notice to consider and resolve the dispute.

11.3 Proceedings

All proceedings before the Dispute Resolution Committee shall be informal. When a dispute is under consideration by the Dispute Resolution Committee, the Dispute Resolution Committee shall determine the manner in which the Parties shall proceed to carry out their respective obligations under this Agreement until the dispute is resolved. No formal rules of evidence shall apply to proceedings of the Dispute Resolution Committee, however, established legal procedure and evidentiary rules may be used as a guide in conducting the proceeding. Proceedings of the Dispute Resolution Committee shall not be open to the public.

11.4 Discovery

The CVRD, the RDN and the City shall have the right of discovery regarding any matter, not privileged by law, which is relevant to a dispute referred to the Dispute Resolution Committee. The methods of discovery shall include all recognized methods of discovery for Civil Court actions. Disagreements between the CVRD, the RDN and the City regarding the nature or extent of discovery shall be submitted to the Dispute Resolution Committee pursuant to this Article 11.4.

11.5 Decision

The Dispute Resolution Committee shall render a written decision to the parties as soon as possible after the conclusion of its proceedings; however, the Dispute Resolution Committee shall not be required to provide reasons for its decision. The Dispute Resolution Committee shall decide the extent to which each of the parties shall bear the reasonable costs of resolving any particular dispute. Any decision of the Dispute Resolution Committee may be submitted by any of the parties to binding arbitration as provided for in Article 12.

ARTICLE 12 - ARBITRATION

All disputes arising out of or in connection with this Agreement not resolved by the Dispute Resolution Committee, or in respect of any defined legal relationship associated therewith or derived therefrom, may be referred to and finally resolved by a sole arbitrator under the rules of the British Columbia International Commercial Arbitration Centre, which shall appoint the arbitrator and administer the case in accordance with its "Procedures for Cases under the BCICAC Rules". The place of arbitration shall be Nanaimo, British Columbia, Canada.

ARTICLE 13 - TERMINATION

13.1 Termination

The CVRD, the RDN and the City may terminate this Agreement at any time by the giving of not less than two years' notice to the others of its intention to do so.

ARTICLE 14 – GENERAL PROVISIONS

14.1 Means of Giving Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile, telegram or may be mailed by first class prepaid registered mail to the addresses set forth below. Any notice delivered, or sent by facsimile, shall be deemed to have been given and received, at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of three business days after it is posted, addressed as follows:

To the CVRD:

175 Ingram Street
Duncan, British Columbia
V9L 1N8

Attention: General Manager, Public Safety

To the RDN:

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

Attention: General Manager, Finance & Information Services

To the City:

455 Wallace Street
Nanaimo, B.C.
V9R 5J6

Attention: Director of Legislative Services

or to such other address or addresses or individuals as may from time to time be provided in writing by the Parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slowdown or other labour dispute that might affect the delivery of that notice by the mails, then the notice shall only be effective if actually received by the person to whom it was mailed.

14.2 Assignment

The Parties shall not assign their interest in this agreement or any part thereof except to an assignee

- (a) approved by the remaining Parties, which approval will not be unreasonably withheld, and
- (b) who agrees to assume the obligations of the assignor hereunder.

14.3 Independent Contractor

- (1) For the purposes of this agreement, the City shall be deemed to be an independent contractor and not an employee or agent of the CVRD and the RDN.

- (2) Any and all agents, servants or employees of the City or other persons, while engaged in the performance of any work or services required to be performed by the City under this agreement, shall not be considered employees of the CVRD and the RDN.
- (3) Any and all claims that may or might arise on behalf of the CVRD and the RDN, their agents, servants or employees, as a consequence of any act or omission on the part of the City, its agents, servants, employees or other persons shall not be the obligation or responsibility of the CVRD and the RDN.
- (4) The City, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of the CVRD and the RDN employees except as otherwise may be stated in this Agreement.

14.4 Alteration

Any alteration, variation, modification or waiver of any provisions of this Agreement shall be valid only if in writing and duly signed by all of the Parties.

14.5 Waiver

- (1) The waiver of any of the rights or remedies arising under the terms of this Agreement on any one occasion by any Party shall not constitute a waiver of any rights or remedies in respect of any subsequent breach or default of the terms of this Agreement.
- (2) The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

14.6 Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, that holding shall not affect the remaining portions of this Agreement.

14.7 Governing Law

This agreement shall be interpreted and construed according to the laws of British Columbia.

14.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives as follows:

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

_____)
_____)
Chairperson _____))
_____))
_____))
Senior Manager Corporate Administration _____))

The Corporate Seal of the
CITY OF NANAIMO
as hereto affixed in the presence of:

_____)
_____)
Mayor _____))
_____))
_____))
Director of Legislative Services _____))

The Corporate Seal of the
COWICHAN VALLEY REGIONAL DISTRICT
as hereto affixed in the presence of:

_____)
_____)
Chair _____))
_____))
_____))
Corporate Secretary _____))

SCHEDULE A

CENTRAL ISLAND 911 AGREEMENT COST SHARING FORMULA

Net operating costs if any shall be shared on the basis of the populations of the jurisdictions of the Parties.

The population figures for each year will be based on the most recent data provided by Statistics Canada's national census.

For 2011 the population figures and share of costs, by jurisdiction, are:

Jurisdiction	Population 2006	Percent
CVRD	78,471	45%
RDN	17,528	10%
City	78,692	45%
TOTAL	174,691	100%

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1611

**A BYLAW TO PROVIDE FOR THE RECOVERY OF COSTS OF PROVIDING
911 SERVICE IN THE REGIONAL DISTRICT OF NANAIMO
BY MEANS OF A CALL ANSWER LEVY**

WHEREAS the Regional District of Nanaimo established the District 68 E-911 Call Service pursuant to Bylaw No. 887, cited as "Regional District of Nanaimo District #68 E-911 Extended Service Area Establishment Bylaw No. 887, 1993";

AND WHEREAS the Regional District of Nanaimo delivers the District 68 E-911 Call Service by way of an agreement, known as the Central Island 911 Service Agreement, with the Cowichan Valley Regional District and the City of Nanaimo;

AND WHEREAS pursuant to Section 363 of the *Local Government Act* a regional district may, by bylaw, impose a fee payable in respect of all or part of a service of the regional district;

AND WHEREAS it is deemed necessary to recover the costs of providing the Call Answer Centre service in the Regional District of Nanaimo by means of a call answer levy;

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

1. Interpretation

In this Bylaw:

"911 Network" means that telephone system operating on a province-wide network platform with enhanced features, including but not limited to automatic location identification, automatic number identification, and selective routing and transfer, to facilitate appropriate emergency response;

"911 Emergency Calling Service Agreement" means an agreement, substantially in the form attached to this Bylaw as Schedule "B", under which a Participating Telecommunications Operator agrees to provide access to the Call Answer Centre to its customers, and to provide billing and collection services in relation to the Call Answer Levy.

"Billing and Collection Fee" means the portion of the Call Answer Levy that a Telecommunications Operator may retain as compensation for the services provided to the Regional District pursuant to this Bylaw, including the collection of the Call Answer Levy from Connected Customers, remittance of the required amount to the Regional District, remittance of applicable taxes to the appropriate agencies, and providing the required monthly reports to the Regional District;

"Bylaw"	means this bylaw, including its schedules
"Call Answer Centre"	means the 911 call answering and emergency response dispatch functions, within the 911 Network, provided in the Emergency Service Zone by the Regional District through Central Island 911;
"Call Answer Levy"	means the monthly fee to be paid by each Connected Customer, prescribed in Schedule "A" attached to this Bylaw;
"Central Island 911"	means, the Call Answer Centre service provided by the City of Nanaimo, Cowichan Valley Regional District, and Regional District of Nanaimo.
"Regional District"	means the Regional District of Nanaimo;
"Connected Customer" means:	
	(i) a customer of a Participating Telecommunications Operator who is assigned a telephone number for which the central office code (NXX) is associated with the Emergency Service Zone;
	(ii) where the service referred to in subparagraph (i) is billed as a centrex service, each working telephone number; or
	(iii) with respect to each and every telephone number obtained, a Reseller who obtains the services mentioned in subparagraph (i), or (ii);
"Emergency Service Zone"	means the area within the boundaries of the Regional District of Nanaimo within School District 68, excluding the area within the boundaries of the Regional District of Nanaimo;
"Local Exchange Carrier"	means a provider of Local Telephone Services that is recognized as an incumbent local exchange carrier or a competitive local exchange carrier by the Canadian Radio-television and Telecommunications Commission pursuant to the <i>Telecommunications Act</i> (Canada);
"Local Telephone Service"	means a telecommunications service that provides voice access to the public switched telephone network for the purpose of making and receiving telephone calls and that is capable of being used to dial 911;

"Participating Local Exchange Carrier"	means a Local Exchange Carrier that provides access to the Call Answer Centre through a 911 Emergency Calling Service Agreement;
"Participating Telecommunications Operator"	means a Participating Local Exchange Carrier or Participating Wireless Service Provider;
"Participating Wireless Service Provider"	means a Wireless Service Provider that provides access to the Call Answer Centre through a 911 Emergency Calling Service Agreement;
"Reseller"	means a person who rents telecommunications services or circuits from a Local Exchange Carrier or a Wireless Service Provider and resells them to individual users;
"Single Call Fee"	means the fee per 911 emergency call, prescribed in Schedule "A" attached to this Bylaw, to be paid by a Telecommunications Operator that has not entered into a 911 Emergency Calling Service Agreement;
"Telecommunications Operator"	means a Local Exchange Carrier or a Wireless Service Provider;
"Wireless Service Provider"	means a telecommunications carrier licensed to provide wireless communications services pursuant to the <i>Radiocommunication Act</i> (Canada);

2. 911 Emergency Calling Service Agreement

- (1) Every Telecommunications Operator that provides its customers with access to the Call Answer Centre must:
 - (a) enter into a 911 Emergency Calling Service Agreement; or
 - (b) pay for access on a fee-per-call basis in accordance with Section 4.
- (2) Where a Telecommunications Operator, as of the effective date of this Bylaw, provides access to the Call Answer Centre to its customers, and provides billing and collection services in relation to the Call Answer Levy through an existing agreement with Central Island 911, Section 2(1) shall not apply to that Telecommunications Operator so long as such existing agreement remains valid and in force.

3. Call Answer Levy

- (1) The Call Answer Levy is hereby established to recover the Regional District's costs in connection with the provision of services in relation to the Call Answer Centre.
- (2) Subject to Subsection (5), every Connected Customer is required to pay the Call Answer Levy.
- (3) Every Participating Telecommunications Operator is required to charge its Connected Customers the Call Answer Levy.
- (4) Every Participating Telecommunications Operator must within thirty (30) days after the end of each month for which services are provided to Connected Customers:
 - (a) remit to the Regional District all Call Answer Levy amounts required to be charged pursuant to Subsection (3) for the month whether or not the amounts were collected, less the Billing and Collection Fees; and
 - (b) provide to the Regional District a statement of the number of the Participating Telecommunications Operator's working lines and telephone numbers for which a Call Answer Levy was payable for the month.
- (5) The Call Answer Levy payable by a Connected Customer for service of less than a full month shall be prorated based on a thirty (30) day month, and the Billing and Collection Fee shall be prorated in the same proportion.
- (6) All amounts remaining unpaid by a Participating Telecommunications Operator after the thirty (30) day period referred to in Subsection (4) are subject to interest at the rate of 1% per month, compounded monthly.

4. Fee-Per-Call Access

- (1) Where a Telecommunications Operator wishes to provide access to the Call Answer Centre to its customers but declines to enter into a 911 Emergency Calling Service Agreement, the Telecommunications Operator must:
 - (a) pay to the Regional District the Single Call Fee for every 911 emergency call placed in the Emergency Service Zone by a customer of the Telecommunications Operator;
 - (b) remit to the Regional District payment for every Single Call Fee incurred under Subsection 4(1)(a) within thirty (30) days of invoicing by the Regional District.
- (2) Every Single Call Fee incurred under Subsection 4(1)(a) shall constitute a debt due to the Regional District. Single Call Fees remaining unpaid after the thirty (30) day period referred to in Subsection 4(1)(b) are subject to interest at the rate of 1% per month, compounded monthly.

5. Commencement

This bylaw shall be effective as of June 28, 2011.

6. Repeal

Regional District of Nanaimo District #68 E-911 Extended Service Fees and Charges Bylaw No. 1159, 1999 is repealed effective June 28, 2011.

7. Citation

This bylaw may be cited for all purposes as the “911 Call Answer Levy Bylaw No. 1611, 2011”.

Introduced and read three times this xxxx day of xxxx, 2011

Adopted this xxxx day of xxxx, 2011.

CHAIRPERSON

SR. MGR., CORPORATE ADMINISTRATION

Schedule 'A' to accompany "911 Call Answer
Levy Bylaw No. 1611, 2011".

Chairperson

Sr. Mgr., Corporate Administration

Call Answer Levy

1. The Call Answer Levy is \$0.75 per Connected Customer per month.
2. The Billing and Collection Fee portion of the Call Answer Levy is \$0.07 per Connected Customer per month.
3. The Single Call Fee is \$30.00 per 911 emergency call.

Schedule 'B' to accompany "911 Call Answer
Levy Bylaw No. 1611, 2011".

Chairperson

Sr. Mgr., Corporate Administration

911 EMERGENCY CALLING SERVICE AGREEMENT

THIS AGREEMENT made this day of , 20__.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo, B.C. V9T 6N2

(the "**Regional District**")

OF THE FIRST PART

AND:

*

(the "**Telecommunications Operator**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District provides the service of a Call Answer Centre to enable its citizens to access emergency services through the 911 Network;
- B. The Telecommunications Operator wishes to provide its customers with access to the Call Answer Centre;
- C. The Regional District, by bylaw, requires that if the Telecommunications Operator wishes to provide its customers with access to the Call Answer Centre, the Telecommunications Operator may enter into an agreement with the Regional District establishing the terms and conditions of service, including the billing and collection of the Call Answer Levy;

NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the terms and conditions hereinafter contained, the sufficiency and receipt of which are hereby acknowledged, the parties covenant and agree each with the other as follows:

DEFINITIONS AND INTERPRETATION

Definitions

For the purpose of this Agreement:

“Accounts Receivable” means the amounts that are owed to the Regional District by Connected Customers through the imposition of the Call Answer Levy;

“Agreement” means this agreement, including its recitals;

“Automatic Location Identification” or **“ALI”** means the 911 Network’s capability to automatically identify the location of the telephone being used by the caller and to provide a display of the location at the Call Answer Centre, and in the case of wireless telephone service, means the 911 Network’s capability to automatically identify the location of the Cell Site/Sector that captured a 911 call and to provide a display of the location at the Call Answer Centre;

“Automatic Number Identification” or **“ANI”** means the 911 Network’s capability to automatically identify the 10-digit calling telephone number and to provide a display of that number at the Call Answer Centre;

“911 Network” means that telephone system operating on a province-wide network platform with enhanced features, including but not limited to automatic location identification, automatic number identification, and selective routing and transfer, to facilitate appropriate emergency response;

“911 Network Database” means the database operated by the 911 Network Service Provider that contains street names, addresses, routing codes and other data required for the management of Selective Routing and Transfer, ALI and ANI;

“911 Network Street Address Database” means the database operated by the Telecommunications Operator that contains street names, address ranges, routing codes and other data required for the management of ALI and ANI;

“911 Network Service Provider” means the ILEC that provides Emergency Calling Service to the Call Answer Centre pursuant to a tariff or agreement through which access to the Emergency Calling Service is made available;

“Billing and Collection Fee” means the portion of the Call Answer Levy, as prescribed in the Bylaw, that the Telecommunications Operator may retain as compensation for the services provided to the Regional District pursuant to the Bylaw and this Agreement, including the collection of the Call Answer Levy from Connected Customers, remittance of the required amount to the Regional District, remittance of applicable taxes to the appropriate agencies, and providing the required monthly reports to the Regional District;

“Bylaw” means the Regional District of Nanaimo’s “911 Call Answer Levy Bylaw No. 1611, 2011”, and any amendments thereto;

“Call Answer Centre” means the 911 call answering and emergency response dispatch functions, within the 911 Network, provided in the Emergency Service Zone by the Regional District through Central Island 911;

“Call Answer Levy” means the monthly fee to be paid by each Connected Customer, as

prescribed in the Bylaw;

“Cell Site/Sector” means an element of wireless network infrastructure at which wireless telecommunications signals are received and transmitted, most often associated with a tower structure. At any given tower structure (or equivalent infrastructure location), a single network element may be installed to operate omni-directionally, in which case one refers to a Cell Site, or multiple network elements may be installed to each operate in a particular cardinal direction, in which case one refers to multiple Cell Sectors;

“Central Island 911” means, the Call Answer Centre service provided by the City of Nanaimo, Cowichan Valley Regional District and Regional District of Nanaimo;

“Commission” or **“CRTC”** means the Canadian Radio-television and Telecommunications Commission and its successors;

“Connected Customer” means:

- (i) a customer of the Telecommunications Operator who is assigned a telephone number for which the central office code (NXX) is associated with the Emergency Service Zone;
- (ii) where the service referred to in subparagraph (i) is billed as a centrex service, each working telephone number; or
- (iii) with respect to each and every telephone number obtained, a Reseller who obtains the services mentioned in subparagraph (i), or (ii);

“Emergency Calling Service” or **“ECS”** means the 911 Network emergency calling service or system that provides each end user subscriber with three digit dial access (911) to Emergency Response Agencies through the Call Answer Centre;

“Emergency Response Agency” or **“ERA”** means a communication centre to which emergency calls are transferred from the Call Answer Centre, and which is responsible for dispatching one of the three types of emergency personnel and apparatus (emergency medical, fire or law enforcement);

“Emergency Service Routing Digits” or **“ESRD”** means a network-based 10-digit routable, non-dialable telephone number used to uniquely identify a Cell Site/Sector. The ESRD is used by the 911 Network to route the call to the appropriate Call Answer Centre. The ESRD must be unique and must not be a telephone number assigned to an end user subscriber;

“Emergency Service Zone” means the area within the boundaries of School District 68 of the Regional District of Nanaimo, excluding the city of Nanaimo;

“Exchange Service” means any local telecommunications service offered directly or indirectly by the Telecommunications Operator to its end user subscribers that is capable of outward dialing;

"Force Majeure" means any event or circumstance excluding lack of funds not within the reasonable control of the party claiming the Force Majeure which prevents or delays that party from meeting an obligation hereunder and including:

acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;

strikes, lockouts and other industrial disturbances;

epidemics, war (whether or not declared), blockades, acts of public enemies, acts of sabotage or terrorism, civil insurrections, riots and civil disobedience;

acts or omissions of federal, provincial or local governments (other than the Regional District of Nanaimo) or any of their boards or agencies (other than boards or agencies of the Regional District of Nanaimo), including delays of regulatory process and orders of a regulatory authority or Court of competent jurisdiction; and

explosion, fires or mechanical breakdowns.

"Incumbent Local Exchange Carrier" or **"ILEC"** means the company that operates the 911 Network platform or switching station which connects to the Call Answer Centre, being Telus Communications Inc., its successors or assigns;

"Interconnection Agreement" means an agreement between the Telecommunications Operator and the ILEC that enables the Emergency Calling Service to connect to the Call Answer Centre;

"Reseller" means a person who rents telecommunications services or circuits from the Telecommunications Operator and resells them to individual users;

"Selective Routing and Transfer" means a feature that automatically routes a 911 call to the appropriate Call Answer Centre and facilitates the transfer of the 911 call to the appropriate ERA based upon the ALI of the caller;

Gender, Number and Other Terms

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a corporate entity include individuals and vice versa.

Reference to Enactments

Unless otherwise stated, any reference to an enactment includes and is a reference to such enactment including amendments thereto and in force from time to time, and to any enactment that may be passed which supplements or supersedes such enactment.

No Contra Proferentum

The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against either of the parties to this Agreement.

Currency

Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the law of British Columbia and the law of Canada applicable therein and all disputes and claims whether for damages, specific performance, injunction, declaration or otherwise, both at law and equity, arising out of, or in anyway connected with this Agreement will be referred to the Courts of British Columbia and each of the parties hereby attorns to the jurisdiction of the Courts of British Columbia.

Cross-References

Unless otherwise stated, a reference in this Agreement to a designated article, Section, subsection, paragraph or other subdivision or to a schedule is to the designated article, Section, subsection, paragraph or other subdivision of, or schedule to this Agreement.

Approval

A requirement in this Agreement that a party provide approval or consent means that approval is not to be unreasonably withheld or delayed unless the paragraph specifies that the approval is to be in the sole discretion of a party, in which case approval is to be in the exclusive, complete and unfettered discretion of the party.

SERVICE DESCRIPTION

The Telecommunications Operator shall supply an ECS that provides each Connected Customer with the well-recognized three-digit (911) telephone access to emergency services through the Call Answer Centre. The Telecommunications Operator shall provide each Connected Customer access to the 911 code from each of its central offices.

The ECS supplied under Section 2.1 must be provided to each Connected Customer connected to the Telecommunications Operator's network through any of the Telecommunications Operator's Exchange Services.

OBJECT OF SERVICE

In accordance with paragraph 286 of Telecom Decision CRTC 97-8, or any amendments thereto or superceding decisions of the Commission, as well as all legislation and regulations that may be applicable from time to time, the Regional District and the Telecommunications Operator wish to provide appropriate terms and conditions in order to make ECS available to each Connected Customer of the Telecommunications Operator in the Emergency Service Zone.

CONDITIONS OF SERVICE

The Telecommunications Operator agrees to:

Make ECS accessible to all Connected Customers in the Emergency Service Zone;

Provide ECS in accordance with the requirements of Section 5 through the network of the 911 Network Service Provider to the Call Answer Centre;

Provide ALI and ANI data, routing and other data by way of the 911 Network Service Provider to the Regional District at the Call Answer Centre and such Emergency Response Agencies as are deemed appropriate by the Regional District and the Telecommunications Operator;

Provide to the Regional District at the Call Answer Centre a telephone number that is accessible on a 24 hour-per-day, 365 day-per-year basis, for purposes of reporting trouble with the ECS;

Provide to the Regional District a facsimile number or alternative address such as email, or both, for purposes of dealing with problems with information as to Connected Customers and the 911 Network Street Address Database, and updating such information as required;

Operate, maintain and update a 911 Network Street Address Database in respect of its Connected Customers; and

Be responsible for any other requirements that are not specifically identified in this Agreement that are necessary to fulfil the requirement set out in Section 4.1(a).

The Regional District agrees to:

Provide and operate the Call Answer Centre on a 24 hour-per-day, 365 day-per-year basis. Answering and handling of emergency calls, along with any emergency response, are the responsibility of the Regional District and beyond the scope of the services to be provided by the Telecommunications Operator;

Provide, operate and manage the personnel and the equipment, including terminal equipment, required to receive and process all emergency calls directed to the Call Answer Centre;

Coordinate participation of all Emergency Response Agencies in the Emergency Service Zone with respect to ECS, including:

Ensuring the involvement of the Emergency Response Agencies;

Providing and validating, as reasonably required by the Telecommunications Operator, all geographical data, including street names and addresses, associated with the Emergency Service Zone;

Informing the Telecommunications Operator as soon as reasonably possible of all changes that may occur in the geographical data referred to in Subsection 4.2(c)(ii);

Provide and maintain access to fire, law enforcement and emergency medical services within the Regional District, and provide the address, contact, telephone and facsimile numbers of these services to the Telecommunications Operator. Subject to Section 4.2(e) of this Agreement, the Regional District will inform the Telecommunications Operator of any changes to this information by notice in writing;

Provide the Telecommunications Operator with a minimum of ninety (90) days written notice of an intended change in the location of the Call Answer Centre or the boundaries of the Emergency Service Zone;

Be responsible for any other requirements that are not specifically identified in this Agreement that are necessary to fulfil the requirement set out in Section 4.2(a).

The Regional District may contract with a third party for the management and operation of the Call Answer Centre but in such event, the Regional District shall remain responsible for all aspects of the operation of the Call Answer Centre and shall not be relieved of any of its obligations under this Agreement.

EMERGENCY CALLING SERVICE FEATURES

The ECS provided by the Telecommunications Operator shall, subject to Section 5.2, permit the utilization of typical 911 features including, without limitation, ANI, ALI and Selective Routing and Transfer.

It is understood and agreed by the parties that the availability and reliability of ECS features depend on:

The terminal systems and the operating mode selected for the Call Answer Centre and Emergency Response Agencies;

The type of Exchange Service and the equipment or telephone systems from which 911 calls originate;

The accuracy of the geographical data, which itself is dependent upon the information provided by various sources (for example, the Telecommunications Operator, the Regional District, the 911 Network Service Provider, other telecommunications carriers, and Connected Customers); and

The characteristics and reliability of the service provided by the 911 Network Service Provider, to the extent that the Telecommunications Operator's participation in providing ECS is dependent upon the 911 Network Service Provider.

CONFIDENTIALITY

The Telecommunications Operator will provide information to the 911 Network Service Provider, on a call-by-call basis, including such information as the name, telephone number, class of service and location shown on the Telecommunications Operator's records as the address for the Exchange Service from which the 911 call is placed. The information, if confidential, shall be provided to the 911 Network Service Provider, on a confidential basis, for the sole purpose of responding to 911 emergency calls.

The information consisting of names, addresses and telephone numbers of any Connected Customers whose listings are not published in directories or listed in the 911 Network Service Provider's directory assistance records is confidential. The Telecommunications Operator acknowledges and

agrees on its own behalf and on behalf of its Connected Customers that any individual placing a 911 emergency call waives the right to confidentiality to the extent that the name, telephone number, class of service and physical service location associated with the originating telephone are furnished to the parties involved in providing or responding to ECS.

Any information including any and all written documentation provided by the Telecommunications Operator to the Regional District, its employees, servants, agents, assigns or contractors pertaining to the design, development, implementation, or operation and maintenance of ECS is confidential, and will be provided by the parties only to such persons who have a need to know for the purposes of this Agreement. The Regional District will not permit any of its employees, servants, agents, assigns or contractors to use, disclose, duplicate or otherwise copy any such confidential information for any purpose whatsoever, except as may be required by any such employees, servants, agents, assigns or contractors with a need to do so for the purposes of providing ECS or enabling an ERA to respond to a 911 emergency call, or as required by law.

Confidential information regarding ANI and ALI and associated information of the Telecommunications Operator's Connected Customers will be provided to the Call Answer Centre and ERAs as directed by the Regional District solely for the purpose of enabling the Call Answer Centre and ERAs to verify the location from which the 911 emergency call is placed and for the purpose of associating a 911 emergency call with a physical address. The Regional District, the Call Answer Centre and the ERAs shall not use, disclose or duplicate such information for any other purpose whatsoever, except as required by law.

The Regional District will retain the information regarding ANI and ALI and associated confidential information in confidence and will treat such confidential information with the greater of (i) the same degree of care that it employs for the protection of its own confidential information or (ii) a reasonable degree of care, and will not permit disclosure of such confidential information except to employees, servants, agents, assigns or contractors, including the Call Answer Centre and ERAs, where there is a need to know for purposes of providing ECS or responding to a 911 emergency call, or as required by law.

Confidential information shall not include, and neither party shall be under any obligation to maintain in confidence, any information disclosed to it by the other party to the extent that such information:

is in the public domain at the time of disclosure;

following disclosure becomes generally known or available through no action or omission on the part of the receiving party;

is furnished to others by the disclosing party without restriction on disclosure;

is known, or becomes known, to the receiving party from a source other than the disclosing party provided that disclosure by such source is not in breach of a confidentiality agreement with the disclosing party; or

is independently developed by the receiving party without violating any of its obligations under this Agreement.

The Telecommunications Operator and the Regional District shall abide by all applicable federal and provincial legislation with respect to the protection of privacy in effect from time to time.

QUALITY OF ECS SERVICE

The Telecommunications Operator agrees to install and operate an Emergency Calling Service in a manner that meets or exceeds the quality standards generally accepted in North America for such services.

The Telecommunications Operator shall use reasonable efforts to restore service as quickly as possible on a priority basis should there be any interruption, delay, mistake or defect in transmission or in its facilities.

QUALITY OF CALL ANSWER CENTRE SERVICE

The Regional District shall implement and ensure the operation of the Call Answer Centre in a manner that meets or exceeds the quality standards generally accepted in North America for such services.

IMPLEMENTATION SCHEDULE

The Telecommunications Operator and the Regional District agree that the implementation of ECS within the Emergency Service Zone will be carried out pursuant to an implementation schedule to be mutually agreed to by the Telecommunications Operator, the Regional District and the 911 Network Service Provider in writing and which may be changed from time to time by agreement of the parties.

BILLING AND COLLECTION AUTHORIZATION

The Regional District represents and warrants to the Telecommunications Operator that it has the authority to designate the Telecommunications Operator as an agent of the Regional District to perform the billing and collection functions described in this Agreement on behalf of the Regional District.

The Regional District hereby expressly authorizes the Telecommunications Operator to act as the Regional District's agent to perform the billing and collection functions described in this Agreement and to refer orally or in writing to the Regional District's name to explain the nature of the Call Answer Levy billed and collected by the Telecommunications Operator as agent for the Regional District.

CALL ANSWER LEVY BILLING PROCEDURES

Each month, the Telecommunications Operator may bill its Connected Customers, in the monthly bill for telecommunications products and services provided by the Telecommunications Operator, the amount of the Call Answer Levy or some portion thereof in respect of that month. The monthly bill may identify the amount of the Call Answer Levy or portion thereof so billed as a separate charge and the bill may also indicate that the Telecommunications Operator is billing the Call Answer Levy or portion thereof as an agent for the Regional District.

Notwithstanding any decision by the Telecommunications Operator only to bill part of the Call Answer Levy to its Connected Customers or any subset thereof, or not to bill any part of the Call

Answer Levy to those customers or any subset thereof in any given month, the Telecommunications Operator shall be deemed to have billed the full amount of the Call Answer Levy to its Connected Customers every month and the Telecommunications Operator shall owe and be responsible for remitting to the Regional District the amounts described in Section 12.1 in the manner and according to the timing described therein.

If the Telecommunications Operator commits any errors in the establishment of the monthly bill, its responsibility to correct said error is limited to bringing the necessary correction to the next bill or summary and remitting amounts due to the Regional District as set out in Section 12.1.

CALL ANSWER LEVY REMITTANCE

The Telecommunications Operator agrees to remit to the Regional District or its assignee, within 30 days after the end of the month for which the Call Answer Levy was billed by the Telecommunications Operator:

the Call-Answer Levy multiplied by the number of Exchange Services serviced by the Telecommunications Operator, for Connected Customers within the Emergency Service Zone, at the time of billing; less

the Billing and Collection Fee multiplied by the number of Exchange Services serviced by the Telecommunications Operator, for Connected Customers within the Emergency Service Zone, at the time of billing.

The Regional District may assign its rights to the amounts described in Section 12.1 to the Call Answer Centre or other appropriate entity, provided that the Regional District gives to the Telecommunications Operator at least sixty (60) days written notice of its intention to assign the rights to the Call Answer Centre or other appropriate entity. Upon the expiration of the notice period, the Telecommunications Operator will remit the amounts indicated in Section 12.1 to the Call Answer Centre or other appropriate entity until otherwise indicated in writing by the Regional District.

The Regional District represents and warrants that it has the authority to sell, assign, transfer and set over unto the Telecommunications Operator all rights, title and interests in any Accounts Receivable with respect to the Call Answer Levy owed by Connected Customers each month, and subject to the Telecommunications Operator's obligations set out in Section 12.1 hereby sells, assigns, transfers and sets over all such rights, title and interests in the Accounts Receivable to the Telecommunications Operator.

All amounts remaining unpaid by the Telecommunications Operator to the Regional District or its assignee by the date set out in Section 12.1 will carry interest at the rate prescribed in the Bylaw.

TELECOMMUNICATIONS OPERATOR RIGHTS AND OBLIGATIONS

The Telecommunications Operator has the right to do all lawful acts necessary to protect and maintain the value of its interests relative to the Call Answer Levy identified in this Agreement.

TAXES

The Regional District is responsible for informing the Telecommunications Operator of all applicable taxes and the rates in respect thereof which must be applied to the Call Answer Levy. The Telecommunications Operator shall bill the taxes to its Connected Customers and shall remit such taxes to the appropriate authorities. The Regional District agrees to save the Telecommunications Operator harmless from any claims arising in connection with the remittance of such taxes, subject to exceptions as described in Section 16.2.

REPORTING

At the same time that the Telecommunications Operator remits the amount required under Section 12.1, the Telecommunications Operator will remit to the Regional District or its assignee a report indicating the amount billed with respect to the Call Answer Levy for the Regional District and the Billing and Collection Fee charged to the Regional District. Taxes, levies or duties or similar charges, where applicable, will be itemized separately.

Reports submitted by the Telecommunications Operator under Section 15.1 will be considered accurate, unless the Regional District advises the Telecommunications Operator of errors within ninety (90) days of the end of the fiscal year in which the reports were submitted. The Regional District may have these reports verified by auditors of its choice at the Regional District's expense. The Regional District acknowledges that the information upon which the reports are based changes constantly and cannot be retained by the Telecommunications Operator.

If the parties identify an error in a payment made under Section 12.1, they will establish the correct amount and render compensation if due. The party who is owed, if there is one, will be reimbursed by making adjustments to the amount of the next remittance, whether the amounts are due to the Regional District or to the Telecommunications Operator.

LIABILITY AND INSURANCE

The Telecommunications Operator's liability to its Connected Customers for the performance of its obligations pursuant to this Agreement shall be subject to and governed by the Telecommunications Operator's general terms of service.

The Regional District agrees to indemnify and save harmless the Telecommunications Operator from and against any and all losses, claims, demands, actions, costs and damages including reasonable legal fees and disbursements (hereinafter collectively referred to as "**Claims**") arising directly or indirectly from any act or omission of the Regional District, or the reasonable acts or omissions of the Telecommunications Operator as the Regional District's billing and collection agent in connection with the provision of services or facilities to be provided on behalf of the Regional District pursuant to this Agreement, and undertakes to defend any legal action arising from such Claims at its own cost. Notwithstanding the foregoing, the Regional District shall not be responsible to the extent that any Claims were caused or contributed to by the negligence, gross negligence, or willful misconduct by or on behalf of the Telecommunications Operator, and the Telecommunications Operator shall be responsible for, and indemnify the Regional District from and against the consequences of the negligence, gross negligence, or willful misconduct by or on behalf of the Telecommunications Operator.

During the term of this Agreement, each of the Regional District and the Telecommunications Operator shall maintain sufficient insurance to cover its respective obligations under this Agreement and shall provide evidence of the same to the other party hereto upon request.

TERM AND RENEWAL

This Agreement shall be effective as of the date shown on page one of this Agreement and continue for a term of five (5) years.

The term of this Agreement shall be automatically renewed and extended and remain effective for successive further periods of one (1) year each unless one party gives to the other at least six (6) months written notice of the termination prior to the end of the initial term or any renewal period.

If either party materially breaches this Agreement, the party not in breach may give to the other party written notice specifying the breach and, if within a period of seven (7) days the breach is not remedied, or, in the case of a breach which cannot reasonably be remedied within such period, the party not in breach has not accepted a schedule for remedying the breach, the party not in breach may, by a further written notice, terminate this Agreement immediately without penalty.

Notwithstanding Sections 17.1 and 17.2, if the 911 Network Service Provider ceases or gives notice of its intention to cease to provide 911 Network service to the Regional District, or in the event of the Telecommunications Operator ceasing, or giving notice of its intention to cease, to obtain access to the Regional District at the Call Answer Centre through or by way of the 911 Network Service Provider, the parties shall take all reasonable steps to ensure that the object of this Agreement as provided in Section 3 is achieved.

FORCE MAJEURE

Neither the Telecommunications Operator nor the Regional District will be held responsible for any damages or delays as a result of Force Majeure.

In the event of Force Majeure, the Telecommunications Operator and the Regional District will cooperate and make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

The costs incurred in providing temporary replacement service under Section 18.2 will be borne in accordance with the sharing of obligations between the Telecommunications Operator and the Regional District, as set out in Section 4.

DISPUTE RESOLUTION

Except with respect to any matter within the jurisdiction of the Commission, any dispute or disagreement that may occur pursuant to this Agreement is to be dealt with by the two parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means until such dispute or disagreement is resolved. The means to be used are:

Negotiation;

Mediation; and

Arbitration.

Except for purposes of preserving a limitation period or obtaining an interim order or remedy where reasonably necessary, the parties agree that legal proceedings shall be avoided until the procedures in this Section have been tried and used in good faith in the order listed, as the parties recognize that among other aspects of legal proceedings, they are public. Any arbitration shall be settled by a single arbitrator under the Rules of the British Columbia Arbitration and Mediation Institute, and shall be held in British Columbia.

NOTICES

Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be sent to the relevant Party at the relevant address, facsimile number or e-mail address set out below (the "**Contact Information**"). Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

The Contact Information for each of the parties is:

Regional District of Nanaimo	[P2]
6300 Hammond Bay Rd, Nanaimo, B.C. V9T 6N2	
Attention: General Manager, Finance & Information Services	
corpsrv@rdn.bc.ca	<i>[incl. email address – ensure long-standing address for contracts of long duration]</i>

Each Notice sent by electronic mail ("**E-Mail Notice**") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.

Subject to Sections 20.5 through 20.8 each Notice shall be deemed to have been given or made at the following times:

- if delivered to the address (including by commercial courier), on the day the Notice is delivered;
- if sent by registered mail, seven (7) days following the date of such mailing by sender;
- if sent by facsimile transmission, on the date the Notice is sent by facsimile transmission; or

if sent by electronic mail, on the date the E-Mail Notice is sent electronically by e-mail by the sender.

If a Notice is delivered, sent by facsimile transmission or sent by electronic mail after 4:00 p.m., or if the date of deemed receipt of a Notice falls upon a day that is a Saturday, Sunday or holiday as defined in the *Interpretation Act* (British Columbia) then the Notice shall be deemed to have been given or made on the next business day following.

Notice given by facsimile transmission will be deemed to be received by the recipient only if the sender's facsimile machine generates written confirmation indicating that the facsimile transmission was sent.

If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.

Each party shall provide Notice to the other party of any change of address, facsimile number, or e-mail address of such party within a reasonable time of such change.

TIME

Time is of the essence in this Agreement.

BINDING EFFECT

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

WAIVER

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

HEADINGS

The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

LANGUAGE

Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

CUMULATIVE REMEDIES

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

LAW APPLICABLE

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

RELATIONSHIP OF PARTIES

No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.

AMENDMENT

This Agreement may not be modified or amended except by the written agreement of the parties.

INTEGRATION

This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.

SURVIVAL

All representations and warranties set forth in this Agreement and all provisions of this Agreement, the full performance of which is not required prior to a termination of this Agreement, shall survive any such termination and be fully enforceable thereafter.

NOTICE OF VIOLATIONS

Each party shall promptly notify the other party of any matter which is likely to continue or give rise to a violation of its obligations under this Agreement.

ENTIRE AGREEMENT

The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.

SEVERABILITY

Each article of this Agreement shall be severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity shall not affect the validity of the remainder of this Agreement.

COUNTERPART

This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.



RDN REPORT		PH	
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MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: June 7, 2011

FROM: W. Idema
Acting General Manager, Finance & Information Services

FILE:

SUBJECT: Fire Departments Authority to Respond to Emergencies Outside Fire Protection Boundaries

PURPOSE:

To obtain Board approval for Regional District Volunteer Fire Departments to respond to requests for resources to respond to emergencies and fight wildfires outside their service area boundaries.

BACKGROUND:

The Regional District of Nanaimo is responsible for six volunteer fire departments as follows:

- | | |
|-----------------|---------------------------------------|
| Extension | (Electoral Area C) |
| Nanoose Bay | (Electoral Area E) |
| Coombs Hilliers | (Electoral Area F) |
| Errington | (Electoral Area F) |
| Dashwood | (parts of Electoral Areas F, G and H) |
| Bow Horn Bay | (Electoral Area H) |

Each year the Office of the Fire Commissioner asks fire departments to provide lists of equipment and personnel that could be made available for large fire emergencies in the Province. In 2011, requests for both regular firefighting resources as well as a specialized structural protection unit (SPU) are being made to Regional District fire departments.

Staff recommended that the Regional District authorize responses to fires under the Coastal Fire Center’s Operational Guideline. This guideline permits the Ministry of Forests to reimburse fire crews for responding in a “mutual aid” capacity. However, it is still important for local governments to consider potential risks and ensure they have provided authorization for the use of the resources.

Staff are recommending that the following Regional District fire departments be authorized to respond as follows for fire season 2011:

On Vancouver Island only:

- Extension Volunteer Fire Department – fire fighting crew and equipment
- Nanoose Bay Volunteer Fire Department –fire fighting crew and equipment

Province Wide:

- Errington Volunteer Fire Department – SPU crew and equipment only
- Coombs Hilliers Volunteer Fire Department – SPU crew
- Dashwood Volunteer Fire Department – SPU crew

Each of the operating Societies has confirmed they have the resources to deploy a portion of their crews in an intra-provincial emergency. With respect to the SPU equipment, some District 69 departments are pooling resources because a crew of 4 is required and no one department can spare that number of crew.

Fire departments will be advised to contact the Emergency Coordinator to obtain approval for out of boundary wildfire responses. The Emergency Coordinator will share information with the Finance Department for later reimbursement. The CAO and Board Chairperson will be notified by the Emergency Coordinator if the event is of a scale that will require extraordinary or extended resources or require the activation of the Emergency Operations Center.

Additionally, the Errington Volunteer Fire Department has requested two other authorizations for out of boundary responses. The first is to provide rescue responses for cross country and downhill cyclists in the Hammerfest area described as Blocks 380, 469, 468 and 36 in the Nanoose District adjacent to their fire service area. These requests would come through the BC Ambulance service for these areas on lands owned by Island Timberlands. The second is a request from the City of Port Alberni's Fire Chief for use of the Errington Fire Department's air/lighting pod in the event of a tsunami emergency. This would be limited to events specific to the Port Alberni area and would not occur in the case of an earthquake event impacting the Regional District as well.

ALTERNATIVES:

1. Provide authority to fire department Societies to respond to provincial requests for assistance outside their boundaries for the 2011 fire season; and provide ongoing authority for the Errington Volunteer Fire Department to respond to rescue assistance requests from the BC Ambulance service in Blocks 380, 469, 468 and 36 of the Nanoose district, and to lend their air/lighting pod to the City of Port Alberni in the event of a localized tsunami.
2. Provide an ongoing authority to fire department Societies to respond to provincial requests for assistance outside their boundaries, and provide authority for the Errington Volunteer Fire Department to respond to rescue assistance requests from the BC Ambulance service in Blocks 380, 469, 468 and 36 of the Nanoose District, and to lend their air/lighting pod to the City of Port Alberni in the event of a localized tsunami.
3. Not approve the use of fire protection resources outside of existing fire protection boundaries.

FINANCIAL IMPLICATIONS:

Alternative 1

Under this alternative those fire department Societies responding to intra-provincial emergencies, would be authorized to do so throughout the 2011 fire season. Task numbers where applicable would be assigned to the Regional District and would be managed by the Emergency Planning Department. This would require some staff time but it is not anticipated to be significant.

Responding departments would be paid scheduled rates for the use of equipment and personnel and are typically reimbursed for the cost of consumables such as foam. The rates paid by the Province for fire protection resources have been approved by the Fire Chiefs Association as adequate compensation.

Other costs which might be incurred include equipment or vehicle damage and injury to responders. The Regional District is responsible for its own property, vehicle and liability insurance whenever it responds to a provincial request. The Regional District carries replacement property insurance coverage for equipment and is adequately insured for liability through the Municipal Insurance Association. Vehicles are insured for their depreciated value – this would not in most cases be entirely adequate should a vehicle be completely destroyed.

One area of some exposure is injury to personnel. Volunteer firefighters have limited coverage with WorkSafe BC, based on reported firefighting earnings which are typically quite low. However, most departments purchase additional life insurance and accident coverage. To summarize, it is difficult to project the potential costs, however there is considerable experience in both situations and no department has been impacted financially.

With regard to the Errington Fire Department's request for authorization to loan their air/lighting pod to Port Alberni, this would also be a provincial emergency event with a task number issued by the Province for reimbursement. Rescue assistance to the BC Ambulance service is a relatively rare occurrence and is incorporated in the annual operating budget.

Alternative 2

Under this alternative the authorization for fire department resources would be open ended and would carry over from year to year. The Province usually requests updated lists of equipment and personnel annually and this gives the RDN an opportunity to review the prior year experience and to update this information regionally. For these reasons, staff recommends an annual approval for fire resources (Alternative 1).

Alternative 3

Given the prior experience in responding to provincial fires it is recommended that Alternative 1 be approved in the broader public interest.

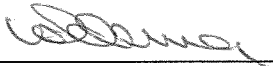
SUMMARY/CONCLUSIONS:

Each year the Office of the Fire Commissioner asks fire departments to provide lists of equipment and personnel that could be made available for large fire emergencies in the Province. Requests for resources as described in this report would typically not involve the activation of an Emergency Operations Center by the Regional District.

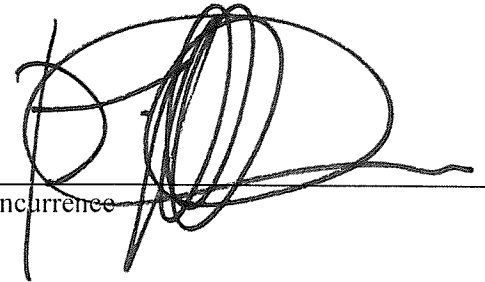
Reimbursement of expenses will follow Ministry of Forests Operating Guidelines. The Regional District is adequately insured for most instances of equipment/vehicle damage and personal injury that might arise if a fire department responds to intra-provincial requests for assistance. This report therefore recommends that fire departments that submit lists of personnel and equipment be authorized for the 2011 fire season to respond to intra-provincial requests and that fire response authorities be re-considered annually.

RECOMMENDATION:

1. That the Extension, Dashwood, Nanoose Bay, Errington and Coombs Hilliers Volunteer Fire Departments be authorized to deploy fire-fighting resources outside their statutory boundaries for the 2011 fire season as outlined in this report.
2. That the Errington Volunteer Fire Department be authorized to provide assistance to the BC Ambulance service for cross country and downhill cyclist rescue responses in Blocks 380, 469, 468 and 36 of the Nanoose district, and that the Errington Volunteer Fire Department be authorized to lend their air/lighting pod to the Port Alberni fire department in the case of a tsunami event localized to the Port Alberni area



Report Writer



CAO Concurrence



RDN REPORT	
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MEMORANDUM

TO: Paul Thorkelsson
General Manager, Development Services

DATE: June 1, 2011

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

FILE: 3760 00 CBRP

SUBJECT: Contaminated Building Remediation Policy (Grow Operations and Drug Labs)

PURPOSE

To consider a Board policy on procedure for the remediation of buildings contaminated and altered as the result of marijuana grow operations and drug labs.

BACKGROUND

Regional District staff receive requests from the RCMP after the dismantling of grow ops and drug labs to determine whether a building has been damaged and requires remediation. Typically, these activities are occurring in dwelling units or other residential accessory buildings throughout the region. The operators of grow ops and drug labs are known to make changes to buildings that render them unsafe for residential use or completely uninhabitable. Changes include such things as removal of structural components, compromised ventilation and plumbing systems and unsafe electrical configurations. Mould proliferation due to moisture build-up can damage or destroy buildings and cause significant health problems if not properly remediated. Of primary concern is the possibility that a dwelling could be occupied by persons unaware of the potential for dangerous levels of micro-organisms (mould) and structural/mechanical damage due to undisclosed illegal activities.

This report provides an overview of the role of the Regional District in the remediation of contaminated buildings and presents a policy for the Board’s consideration on procedures to follow in ordering the remediation of these contaminated buildings.

ALTERNATIVES

1. That the Board Policy entitled “Building Inspection Procedure for the Remediation of Contaminated Buildings” be adopted as presented in Schedule No. 1.
2. That the Board Policy not be adopted and alternative direction be provided.

LEGAL IMPLICATIONS

The RDN provides building inspection services throughout the region and therefore assumes statutory responsibility (and associated liability) for the enforcement of local government and building code regulations, including those related to the health and safety of buildings. The illegal conversion of buildings for uses such as marijuana grow operations and drug labs usually make these buildings structurally and environmentally hazardous for human occupancy.

Regional Districts have authority under Section 698 *Local Government Act* and Section 73 *Community Charter* to order remedial action in those cases involving:

1. Anything related to a building or structure, that is in or creates an unsafe condition;
2. Anything that contravenes the *British Columbia Building Code* or a Regional District of Nanaimo bylaw regulating buildings, such as, but not limited to,
 - a. a change in the occupancy (according to its classification under the Code) of a building or structure was made without a permit
 - b. a change in occupancy that renders any previous building permit invalid
 - c. work that was performed without a permit required by the Bylaw
 - d. work that was done contrary to the standards prescribed in the Code or Bylaw

If, upon inspection by staff, any one or more of the above conditions are determined to exist on a property, the RDN may take the remedial action that is applicable to the specific condition. Issues related to electrical safety or health regulations could be referred to the BC Safety Authority or Vancouver Island Health Authority for appropriate action by those agencies as those matters fall outside the authority of the Board to remediate.

The RDN solicitor was consulted and provided assistance in preparing the proposed policy (*see Schedule No. 1*) with the following objectives:

- To issue a remediation order to the owner of the property to require the owner to eliminate contamination of the building and remove mould spores;
- To prohibit occupancy of a building while contaminated and alert prospective purchasers/occupants that the dwelling had been used as a grow operation or drug lab;
- To have a “scope of work” prepared by a qualified consultant and the work done by a qualified contractor;
- The successful completion of the work and issuance of an Occupancy Permit; and
- To establish procedures that may be taken if the property owner fails to comply with the various directions and orders of the Regional District including the registration of a Notice on Title.

FINANCIAL IMPLICATIONS

There are no specific financial implications in the approval of the proposed policy. In the absence of a formal procedure however, the RDN may be exposed to costs that may arise in the event of a successful court challenge should a clear procedural policy relating to building remediation not be in place or followed. The existing fees and charges bylaw provides adequate cost recovery for permits and inspections and current staffing levels are sufficient to absorb any additional workload created by these occurrences.

SUSTAINABILITY IMPLICATIONS

The building inspection service provides a regulatory framework that safeguards and improves the health and safety of buildings. The proposed policy addresses a fundamental public issue and is fully aligned with the broader goals of the *2010-2012 Board Strategic Plan: Integrated Solutions for a Sustainable Future*, that safe housing as a vital part of a sustainable region.

SUMMARY

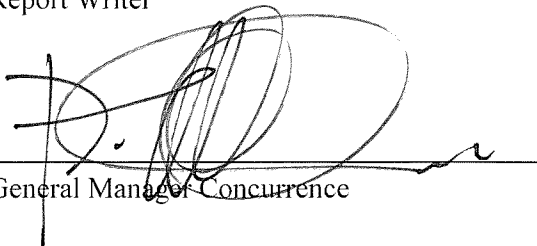
The Regional District is being called upon with increasing frequency to inspect buildings following the dismantling of marijuana grow operations and drug labs to determine if a building has been damaged and requires remediation. The RDN has specific statutory authority under certain circumstances to direct a property owner to remediate a building and impose consequences should those requirements not be met. The proposed policy provides a clear delineation of the statutory procedure and authorities for ordering the remediation of buildings contaminated or altered by marijuana grow operations or drug labs. Staff is recommending that the “Building Inspection Procedure for the Remediation of Contaminated Buildings” be adopted as Board policy.

RECOMMENDATION

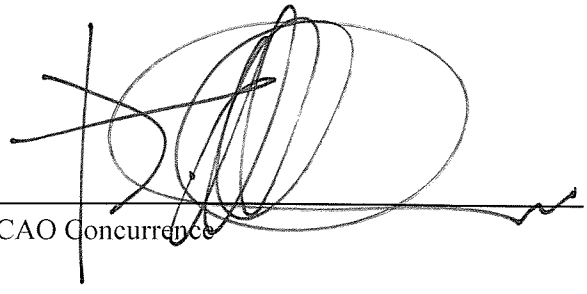
That the Board policy entitled “Building Inspection Procedure for the Remediation of Contaminated Buildings” be adopted as outlined in Schedule No. 1.



Report Writer



General Manager Concurrence



CAO Concurrence

Schedule No. 1

REGIONAL DISTRICT OF NANAIMO P O L I C Y

SUBJECT:	<i>Procedure for the Remediation of Contaminated Buildings (Grow Operations and Drug Labs)</i> (Building Inspection)	POLICY NO: CROSS REF.:
EFFECTIVE DATE:	June 28, 2011	APPROVED BY:
REVISION DATE:		Board PAGE: 1 of 4

PURPOSE:

This policy is intended to provide procedures and legal authority to order the remediation of buildings that are believed to be contaminated by the presence of marijuana grow operations and drug labs. The intent is to ensure that these buildings are returned to a safe condition for human occupancy and use.

POLICY:

PART A REGIONAL DISTRICT PROCESS

1. Triggering notification and conditions:

When the RCMP informs the Regional District of Nanaimo (the “RDN”) that, in executing a search warrant, the RCMP has identified an illegal grow operation or drug lab at a particular property, RDN staff may attend and inspect the buildings and structures on that property to determine if any one or more of the following conditions on that property may require remediation under *Section 73(1) (a) and (b) of the *Community Charter* (CC):

- (a) anything, related to a building or structure, that is in or creates an **unsafe condition;
- (b) anything that contravenes the British Columbia Building Code (the “Code”) or a Regional District of Nanaimo bylaw regulating buildings (the “Bylaw”), such as, but not limited to;
 - a change in the occupancy (according to its classification under the Code) of a building or structure was made without a permit
 - a change in occupancy that renders any previous building permit invalid
 - work was performed without a permit required by the Bylaw
 - work was done contrary to the standards prescribed in the Code or Bylaw

** Currently, a regional district does not have the authority to take remedial action under section 74 of the Community Charter with regard to declared nuisances; only municipalities have that authority.*

*** The focus of section 73(1) (a) and (b) is on Code and Building Bylaw matters. The Regional District's jurisdiction does not extend to health safety issues governed by the Public Health Act and fire safety issues governed by the Fire Services Act (FSA). Those matters should be referred to the medical health officer and the BC Fire Commissioner respectively. The local assistant may be able to deal with some fire safety matters under the FSA.*

2. Legal grounds for remedial action

If any one or more of the conditions set out in section 1 above are determined to exist on the property, the RDN (under section 698(1) and (2) of the *Local Government Act* and section 73(1) (a), (b) and (2) of the *Community Charter*) may take the remedial action that, under Section 72 *Community Charter*, is applicable to the specific condition.

3. Procedural Steps

The RDN staff will take the following steps, after ***inspecting the property and documenting the condition(s) in detail:

- (1) Post a “Stop Work/Do Not Occupy” Notice at the entry to the building (no entry permitted)
- (2) Notify the owners, lessees, occupiers and registered charge holders (collectively, the “Owner”), the same persons required by CC sections 72(2) and 77 where the Board makes the order under CC section, of the following:

Order under Step (1) has been issued and posted

- reasons for the Order (Code or Bylaw contravention: unsafe structure or an unsafe condition in the structure)
 - what needs to be done to remediate the condition(s)
 - a deadline to contact RDN for arrangements to undertake remediation according to the Owner's Responsibility under Part B below (include details in notice or attach this policy)
 - failure of the Owner to respond by the deadline will result in a report to the RDN Board recommending remedial action and note on title.
- (3) If Owner does not respond, notify them that a Report is being sent to the Board recommending remedial action and note on title. (****specify date, time, place when they may attend and address the Board)
 - (4) Obtain the Board's resolution authorizing staff to proceed with remedial action and Notice on title.
 - (5) Notify, as per section 77 of the *Community Charter*, same persons as in Step (2) that the Board has ordered remedial action.
 - (6) Recommend to the Board to register a Notice against the property title as an interim measure until the remedial action process is completed (to give notice to prospective purchasers in case owner sells the property in the interim).
 - (7) Reconsideration by the Board, if any, under section 78 of the *Community Charter*.
 - (8) Cost recovery to be in accordance with section 80 of the *Community Charter*.

****No inspection fees for initial attendance at property prior to Step 1.*

*****Although the Community Charter does not mention giving these persons the opportunity to be heard by the Board before the Board passes its resolution authorizing remedial action, the common law Rules of Procedural Fairness requires the opportunity be given. Therefore, the notice should contain that information. If the recommendation includes a Notice on title, the provisions of CC section 57 for notice must be complied with. Both can be dealt with at the same time.*

PART B PROPERTY OWNER’S RESPONSIBILITY

1. Owners must not handle or remove hazardous materials

Illegal marijuana grow operations and drug labs can be extremely dangerous to handle and must be removed by trained and properly equipped HAZMAT officials working under the authority of the federal authorities having jurisdiction. The RDN will not require property owners and occupiers to undertake this work themselves or contract out the work without complying with the requirements of this policy.

2. Building must be vacated and secured

After the initial removal of drug lab and growing equipment by the enforcement authorities, the building must be vacated and secured by the property owner.

3. Building and occupancy permits required

No remediation or other work shall commence prior to the issuance of a Building Permit by the RDN. The building shall not be occupied until remediation has been completed in accordance with this policy and an occupancy permit has been issued by the RDN.

4. Environmental assessment

The property owner must arrange for an environmental assessment of the building interior by a consultant (see Part C - Consultant) qualified in mould abatement and building remediation resulting from illegal marijuana grow operations and drug labs.

5. Qualified contractor

Under the direction of the consultant, the property owner will contact a qualified contractor to provide a “scope of work” for the remediation process or, if the damage to the building is minimal, the property owner may provide the “scope of work”.

PART C CONSULTANT

1. Resume

The Consultant must provide the Regional District with a resume identifying education, qualifications and experience in mould abatement and building remediation, and references for previous work.

2. Letter of supervision

When the initial environmental assessment of the building is completed, the consultant will provide the property owner with a “letter of supervision”. The letter must indicate the findings of the assessment, identify the persons qualified to perform the work, confirm his/her agreement with the scope of work if

compiled by another person and outline all work being performed by the consultant, including supervision of the contractors work.

3. Scope of work

The “scope of work” may be compiled by the consultant, the authorized contractor or the property owner. If the scope of work is being undertaken by the contractor or property owner, the consultant;

- must state in their letter of supervision that they have reviewed the “scope of work” and agree with it or have it amended, and
- confirm that the remediation conforms to the current edition of Health Canada’s standard: Fungal Contamination in Public Buildings. (i.e. up to 150 CFU/m³ is acceptable if there is a mixture of species reflective of outdoor air spores).

4. Letter of Completion

When the remediation is completed, the consultant must provide a Letter of Completion that indicates compliance with the Scope of Work has been attained. The letter must contain a summary of remedial work performed at the site and a final summary of the analytical results. The Letter of Completion must also state that the Regional District of Nanaimo can rely on the Report for making any decisions pertaining to the remediation of the building and that any reoccurrence of an amplification site for mould spores or contamination has been eliminated.

PART D CONTRACTOR

1. Resume

The Contractor must provide the Regional District with a resume identifying qualifications and experience in mould abatement and building remediation and references regarding previous work.

2. Supervision

The Contractor must work under the supervision of the consultant during the project.

3. Scope of work

The Contractor may define the “scope of work” for the property owner, if agreed to by the Consultant.

PART E REQUIREMENTS FOR BUILDING PERMIT APPLICATION

The applicant must provide the following:

1. A floor plan of each floor of the building with all rooms and spaces labeled or numbered.
2. A Scope of Work indicating the work to be undertaken in each room of the building.
3. A Letter of Supervision of the work from a recognized consultant.

PART F FINAL APPROVAL

The property owner must request final inspection from the Building Inspector when the work is complete. The consultant’s Letter of Completion is also required for the final inspection.



RDN REPORT	
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MEMORANDUM

TO: Paul Thorkelsson
General Manager, Development Services

DATE: June 2, 2011

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

FILE: 29950

SUBJECT: 3106 Northwest Bay Road – Electoral Area ‘E’ - Building Bylaw Contravention

PURPOSE

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

BACKGROUND

- Property: 3106 Northwest Bay Road, Electoral Area ‘E’ (see “Attachment No. 1”)
- Legal: Lot 2, District Lot 30-A, Plan 3074, Nanoose District
- Owner: John Williams, 3112 Northwest Bay Rd, Nanoose Bay, BC V9P 9E2
- Zoning: Rural 5 (RU5) – Bylaw 500

On April 25, 2008, building inspection staff observed that a steel framed building was being erected on the subject property without a building permit. A Stop Work Order was posted and the property owner was notified of the requirement to apply for a permit. On July 18, 2008, staff issued a building permit with the requirement for geotechnical and structural certification for the building and the first inspection within 6 months of permit issuance.

A follow-up letter was sent in April 2009 as the required first inspection had not been conducted however there was no response from the property owner.

In January 2011, staff sent a letter to the property owner advising that no inspections were requested and that the building permit has expired without a final inspection. It was also determined that the property owner failed to obtain final structural engineering certification as required for the 720 square foot building which is currently being used without final approval as a greenhouse. (see “Attachment No. 2”)

A final notice sent to the property owner on March 15, 2011 has gone without response.

ALTERNATIVES

1. That a Notice of Bylaw Contravention be registered on the title of the property.
2. That a Notice of Bylaw Contravention not be registered on title at this time and staff be directed to continue to seek voluntary compliance.

FINANCIAL IMPLICATIONS


There are no financial implications to the RDN in the registration of a Notice on title. Once the bylaw contravention has been corrected, the property owner may apply to have the Notice removed upon payment of a \$500.00 fee.

CONCLUSION

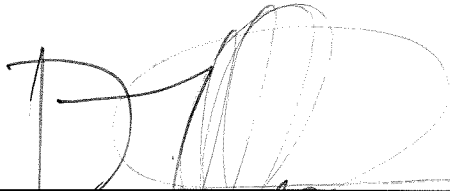
In 2008 a Stop Work Order was posted on a metal frame building erected on the subject property without a permit. A building permit was issued a short time later however the property owner failed to request inspections or obtain final structural engineering certification. The low occupancy building is complete and currently in use as a greenhouse. As the property owner has not responded to numerous staff requests to resolve the contravention, staff is recommending that a Notice of bylaw contravention be registered on title to alert prospective purchasers to the contravention.

RECOMMENDATION

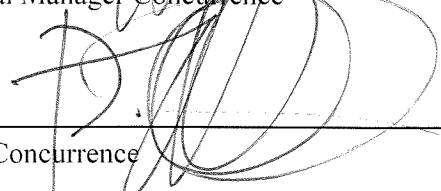
That staff be directed to register a Notice of Bylaw Contravention on the title of the subject property legally described as Lot 2, District Lot 30-A, Plan 3074, Nanoose District, pursuant to Section 57 of the *Community Charter*.



Report Writer



General Manager Concurrence



A/ CAO Concurrence

COMMENTS:

ATTACHMENT NO. 2





RDN REPORT		
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MEMORANDUM

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

DATE: June 1, 2011

FROM: Jack Eubank
Bylaw Enforcement Officer

FILE: 269G06

SUBJECT: 146 Kinkade Road, Electoral Area 'G' – Zoning & Building Bylaw Contraventions

PURPOSE

To obtain Board direction on zoning and building bylaw contraventions on the above-noted property.

BACKGROUND

- Property: 146 Kinkade Road, Electoral Area 'G'
- Legal Description: Lots 1, 2 & 3, District Lot 9, Newcastle Land District, Plan 21816
- Property Owner: Derek Holdings Ltd., Inc. No. BC0389152
517 - 1177 West Hastings Street
Vancouver, BC V6E 2K3
- Zoning: Residential 6 – Bylaw 500

The subject properties (see "Attachment No. 1") are zoned Residential 6 (RS 6) pursuant to "Regional District of Nanaimo Land Use & Subdivision Bylaw No. 500, 1987" which permits the land to be used as a mobile home park. The three lots have been used collectively as the "Qualicum Beach R.V. Park" since the early 1970's and the RDN has recognized non-conforming uses in relation to 12 campground spaces, one permanent constructed dwelling unit and four mobile home spaces. The property has been in the Building Inspection Service area since 1974 however the RDN has no records of building permits being issued on the subject properties.

Beginning in late 2006, staff received complaints from adjacent property owners concerning the significant number of permanently sited recreational vehicles and structures on the property. An investigation was launched by staff and it was confirmed that numerous recreational vehicles and mobile homes were sited and permanently occupied throughout the properties. Many of the units had additions attached and were permanently connected to the electrical and waste discharge systems. Several units were sited directly against the adjacent property lines.

Also in late 2006, the property was sold to a Vancouver based developer who entered into discussions with the RDN to include the properties into the sanitary sewer service area. The request was considered and declined by the RDN due to the non-compliant buildings and uses on the properties. Several meetings and discussions with the owner took place in an effort to resolve the outstanding building and land use issues to no avail. A final enforcement letter to the property owner in April 2011 seeking voluntary compliance has not resulted in a resolution.

Details of the current land use status have been mapped (Attachment No. 2) to illustrate the following building and zoning bylaw contraventions on the subject properties:

- Four (4) mobile homes (sites 1 to 4) sited legally with additions and decks constructed without building permits. (contravention of building regulations)
- An older mobile home (site 6) moved on site within the past two years. Unit has been fully enclosed with a framed structure, has a large addition and is within the setback area. (contravention of building and zoning regulations)
- Two (2) mobile homes (sites 24 and 31), permanently sited without building permits and within setbacks. (contravention of building and zoning regulations)
- Three (3) recreational vehicles (sites 25 – 27) permanently sited and occupied. (contravention of building and zoning regulations)
- Permanent dwelling (site 32) has been converted to three dwelling units. (contravention of building and zoning regulations)
- Up to 15 sites occupied by recreational vehicles at various times, some of which appear to be permanently occupied. (contravention of zoning regulations)

Also noted during staff inspections were apparent unsafe electrical configurations and on-site sewage discharge connections. These observations were reported to the appropriate provincial authorities.

ALTERNATIVES

1. That a Notice of Bylaw Contravention be registered on the title of the property and staff be directed to take legal action if necessary to bring the property into compliance with Regional District of Nanaimo regulations.
2. To not pursue the matter any further.

FINANCIAL IMPLICATIONS

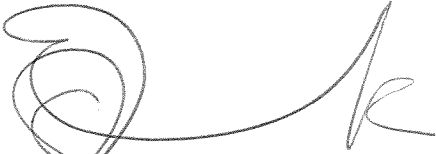
There are no financial implications to the registration of a Notice on Title however, should it become necessary to take legal action with respect to the zoning contraventions, a Supreme Court Order will be required. The cost of obtaining such an Order can reach several thousand dollars and if challenged by the owner, the costs could escalate further.

CONCLUSION

Complaints were received concerning the number of non-compliant uses of the subject property including lot line encroachment, multiple dwellings and illegal structures. Efforts to gain the owner's voluntary compliance were not successful therefore staff is recommending that legal action be taken if necessary and that a Notice be registered on the property title to alert prospective purchases to the building bylaw contraventions on the subject properties.

RECOMMENDATION

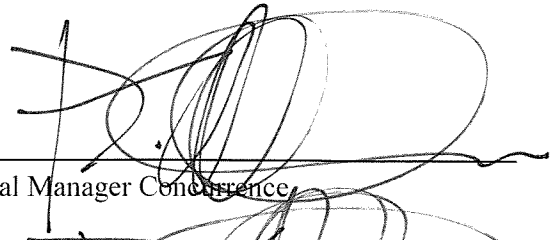
That staff be directed to register a Notice of Bylaw Contravention on title pursuant to Section 57 *Community Charter* and that legal action be taken if necessary to ensure that Lots 1, 2 & 3, District Lot 9, Plan 21816, Newcastle Land District, are in compliance with “*Regional District of Nanaimo Building Regulations Bylaw No. 1250, 2010* and *Regional District of Nanaimo Land Use and Subdivision Bylaw 500, 1987.*”



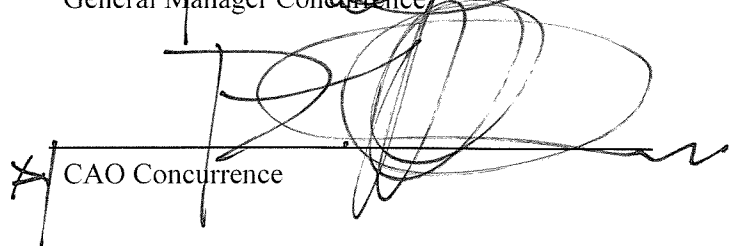
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Manager Concurrence



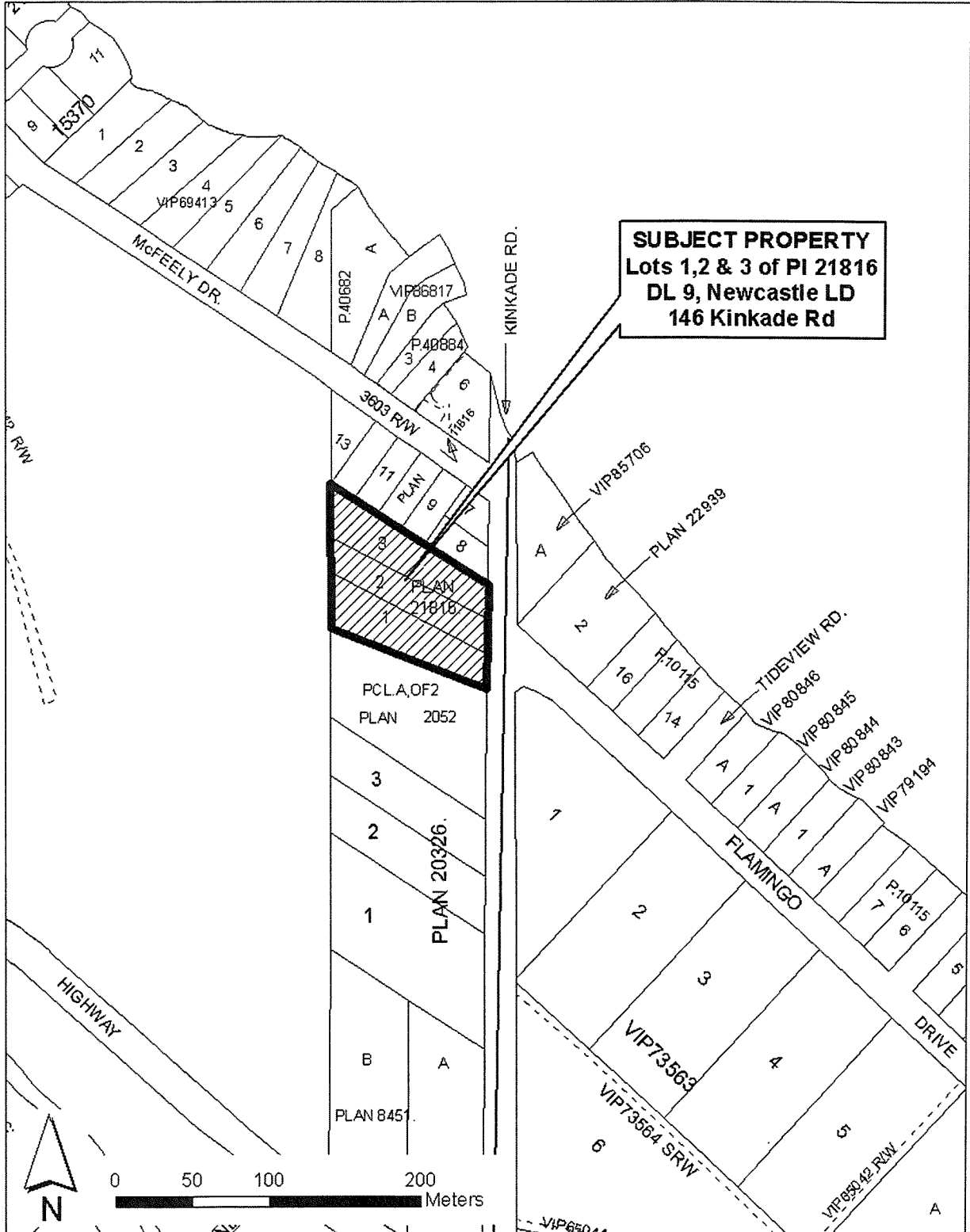
General Manager Concurrence

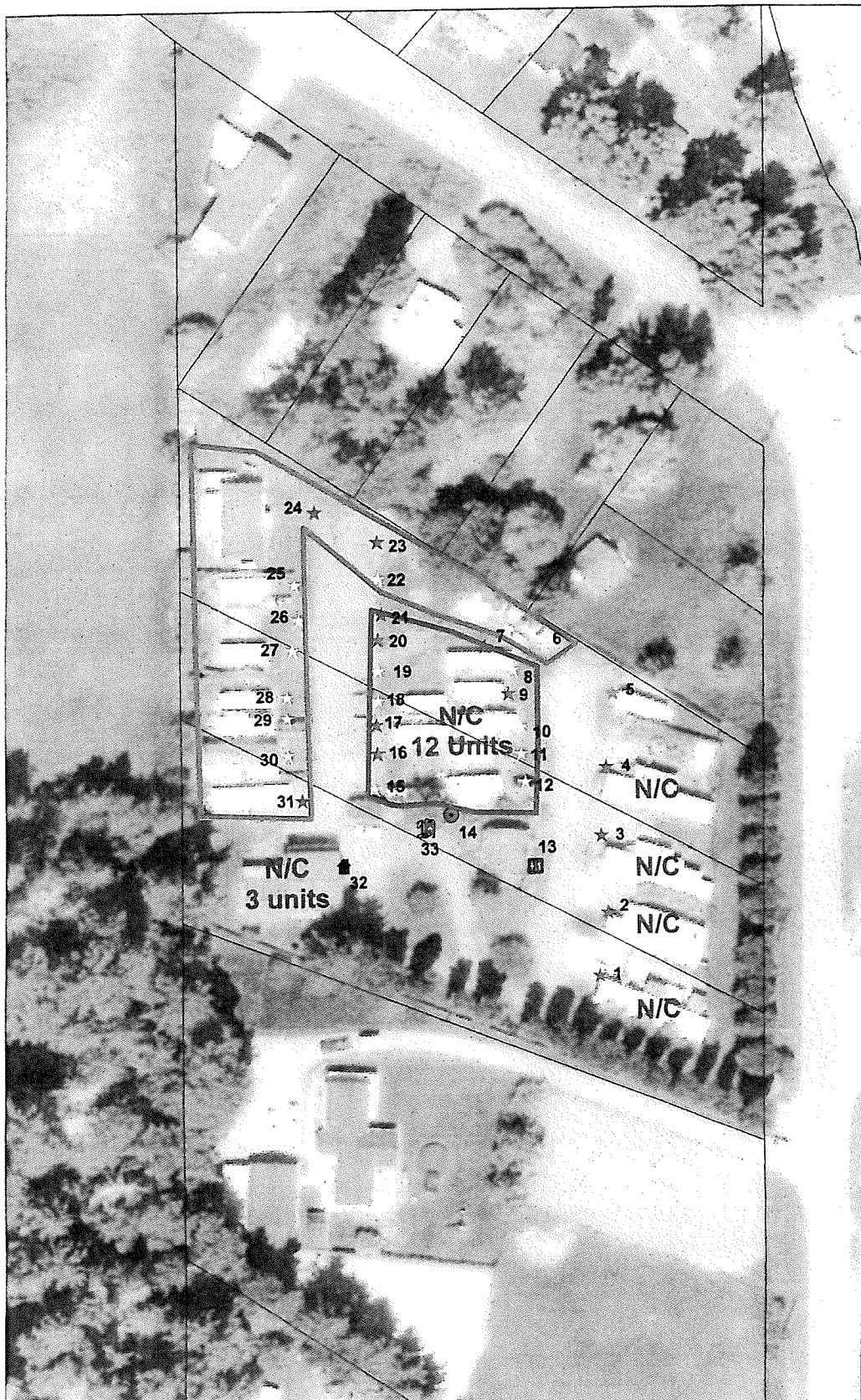


CAO Concurrence

COMMENTS:

“Attachment No. 1”







RDN REPORT	
X CAO APPROVAL	
EAP	
COW	✓ June 14/11
JUN - 6 2011	
RHD	
BOARD	

MEMORANDUM

TO: Paul Thompson
Manager of Long Range Planning

DATE: June 1, 2011

FROM: Lisa Bhopalsingh
Senior Planner

FILE: 6780 30

SUBJECT: Draft Regional Growth Strategy and Recommended Changes
Summary of Public Input

PURPOSE

To receive the summary of public input on the new April 8, 2011 draft Regional Growth Strategy (RGS), consider making changes to improve the draft RGS based on public input and consider the RGS bylaw for first and second reading.

BACKGROUND

The current review of the (2003) RGS was initiated in late 2007 with the first phase of public consultation occurring in 2008 followed by a second phase in 2009. The results of Phases 1 and 2 of public consultation were combined with input from RDN member municipalities and electoral areas to create a draft RGS in 2009. Starting in late 2009 and through 2010, the RDN's member municipalities and electoral area representatives worked towards resolution of a number of outstanding issues with the draft RGS prior to releasing it to the public for comment. On April 8th, a revised draft of the RGS was issued for review in the third and final phase of public consultation for the RGS review process. Please refer to Appendix 2 for a more detailed overview of the different phases of public consultation including results for Phase 3.

This report summarizes the approach and outcome of Phase 3 of public consultation on the April 8th draft RGS, and makes recommendations for a few minor changes to be considered to improve the draft.

ALTERNATIVES

1. To receive the report summarizing the results of Phase 3 of the RGS review community consultation process, accept the proposed changes to the draft, and, introduce the Regional Growth Strategy for first and second reading and proceed to a public hearing.
2. To receive the report summarizing the results of Phase 3 of the RGS review community consultation process, not accept the proposed changes to the draft, and, introduce the Regional Growth Strategy for first and second reading and proceed to a public hearing.
3. To receive the report summarizing the results of Phase 3 of the RGS review community consultation process, not accept the proposed changes to the draft, not introduce the Regional Growth Strategy for first and second reading and provide staff with further direction.

FINANCIAL IMPLICATIONS

If the recommendations of this report are accepted, the next steps in the adoption of the RGS are for the bylaw to proceed to public hearing and following this be forwarded to affected local governments for acceptance. There are no financial implications to this as both staff time, advertising costs and document distribution costs have already been allocated within the RGS review budget for this purpose.

There are however potentially significant financial implications if one or more of the affected local governments pass a resolution to not accept the RGS bylaw, which will require the use of an independent arbitration process to resolve any outstanding issues. The cost of an arbitration process would be shared proportionally between the RDN Board and conflicting government(s) based on the assessed value of all land and improvements in the jurisdiction.

PUBLIC CONSULTATION IMPLICATIONS

During the first two phases of public consultation for the RGS review, several meetings hosted by the RDN were poorly attended despite a high level of time and resources being invested in hosting them. To avoid a repeat of this pattern during Phase 3 of public consultation on the revised draft RGS, a different approach was used to generate region-wide interest in the RGS.

By attending events or meetings scheduled by other organizations, RDN staff were able to increase the number and diversity of people receiving information on the new draft RGS. Approximately 1,235 people attended one of 43 meetings or events around the region. Please see Appendix 2 for a more detailed overview of the approach used along with a complete list of presentations and display locations and list of all community groups who received information on the draft RGS and online survey.

Community groups, service clubs, RDN and member municipality staff, and key individuals (associated with government and other groups) were also asked to forward information to their members, staff, friends and family members. It is estimated that between 4,000 to 5,000 people received information directly on the RGS through a combination of social networking and attendance at meetings/events.

This approach to distributing information together with the use of a range of advertising and media coverage (see Appendix 3) resulted in 643 people providing feedback on the draft through the online survey (629 responses) or separate written correspondence (14 letters/e-mails). This is the highest response to date for feedback during the three community consultation phases of the RGS review. A summary of the survey results and written feedback can be found below.

Online Survey

An online survey was used by the majority of people to provide feedback on the draft RGS. The survey was designed to encourage broad public participation by using brief and self-explanatory questions that did not require people to read the full draft RGS in order to provide feedback. There were a total of 629 surveys completed on the draft RGS. This is more than double the previous highest response for an RGS online survey.

Of the 629 surveys, 613 of the survey respondents indicated that they resided within one of the RDN's member municipalities or electoral areas. Of these 571 respondents, the majority of the surveys received were from residents of the City of Nanaimo (59%) followed by the Town of Qualicum Beach (6.5%) and Electoral Area 'H' (5.9%).

Despite the actual number of survey respondents being highest for the City of Nanaimo (366), it should be noted that the proportion of responses relative to the population of each municipality and electoral area show some electoral areas having a higher response rate than municipalities. When analyzed proportionally, Electoral Area “H” had the highest participation in the survey with 1% of the Area ‘H’ population responding, this was followed by Electoral Area “C” with 0.7% and then 0.5% from Electoral Area “F”, the City of Nanaimo, District of Lantzville and Town of Qualicum Beach (see the table below). Rural residents make up 26% of the RDN’s population and interestingly, 159 people or 26% of the survey respondents indicated that they live in a rural electoral area.

RDN Member	RGS Surveys Completed	Population	Proportion per Population %
Lantzville	19	3661	0.5
Nanaimo	366	78692	0.5
Parksville	29	10993	0.3
Qualicum Beach	40	8502	0.5
Electoral Area A	26	6751	0.4
Electoral Area B	7	4050	0.2
Electoral Area C	17	2508	0.7
Electoral Area E	15	5462	0.3
Electoral Area F	32	6680	0.5
Electoral Area G	26	7023	0.4
Electoral Area H	36	3474	1.0
Total	613	137796	0.4

The survey gathered feedback on key aspects of the new draft RGS including several new goals. The majority of survey respondents support continued direction to contain growth and create compact communities using GCBs. There was also overall support for new policies to evaluate Rural Village Centres and to allow alternative forms of subdivision on rural lands (in order to promote better conservation of rural areas). The results of the survey also confirm that most respondents show a high level of support for food security and affordable housing.

Below is a summary of the survey results. For complete results please see Appendix 4.

Question 1: Growth Containment Boundaries - 83% of respondents ‘agree’ or ‘strongly agree’ with the continued use of GCBs to manage growth by separating areas intended for future urban growth from other areas intended to remain available for natural areas, farming, forestry and other rural uses. Eleven percent of respondents were ‘not sure’ about the use of GCB’s to manage growth and 6% of respondents either disagreed (4%) or strongly disagreed (2%) with this direction.

Question 2: Rural Village Centres - Nearly 88% of respondents ‘agreed’ or ‘strongly agreed’ with the need to evaluate which areas should remain as Rural Village Centres. Seven percent of respondents were ‘not sure’ about the need to evaluate the Rural Village Centres and 5% of respondents either disagreed (4%) or strongly disagreed (1%) with this direction.

Question 3: Mobility – Eighty-one percent of respondents ‘support’ or ‘strongly support’ the concept of encouraging more people to live within urban and rural village centres in order to increase opportunities to walk, cycle or take transit. 10% had no opinion on this and the remaining 9% either opposing (8%) or strongly opposing (1%) this direction.

Question 4: Rural Integrity – Seventy-one percent of respondents ‘agree’ or ‘strongly agree’ that allowing different forms of subdivision in rural areas will be an effective way to protect important rural landscapes (provided that it does not result in more lots than permitted under current zoning and results in greater protection of lands for farming, forestry, environmental protection and public open space). Eighteen percent of respondents to this question indicated that they were “not sure” whether or not this would be effective and a remaining 10% either disagreed or strongly disagreed that this would be an effective way of protecting rural landscapes.

Question 5: Affordable Housing – Seventy-eight percent of respondents ‘agree’ or ‘strongly agree’ that the RDN and its member municipalities should play a larger role in the provision of affordable housing. Nine percent of respondents to this question indicated that they were “not sure” and a remaining 12% either disagreed or strongly disagreed that the RDN and its member municipalities should play a larger role in the provision of affordable housing.

Question 6: Food Security - The most popular topic with the public involved in the review of the draft RGS was food security. 93% of respondents either ‘agree’ or ‘strongly agree’ that local governments (regional districts and municipalities) need to play a larger role in supporting agriculture. This is consistent with previous phases of the RGS review where public feedback showed a strong desire for local governments to do more to assist farmers in maintaining a sustainable food supply, including reducing conflicts with adjacent land uses, allowing complimentary land uses on farmland and supporting farmers markets.

Question 7: Sewer and Water – Sixty-seven percent of respondents ‘support’ or ‘strongly support’ providing water and sewer to lands inside the GCB, while at the same time restricting these services to lands outside the GCB. Nearly 14% either ‘opposed’ or ‘strongly opposed’ this policy. Three point five percent of respondents indicated that they did not understand the question and 15% had no opinion on it.

Question 8: Monitoring and Reporting – Seventy-five percent of respondents ‘agree’ or ‘strongly agree’ that establishing a monitoring and reporting program for the RGS is a high priority. Seven percent either ‘opposed’ or ‘strongly opposed’ this direction. Nearly 18% of respondents indicated that they were ‘not sure’ whether or not this was a priority.

Question 9: Amending the RGS – Sixty-seven percent of those who responded to this question strongly agreed ‘with including the process for amending the RGS within the document’ while 8% disagreed with this direction. 25% of respondents indicated that they were either ‘not sure’ (22%) or ‘do not understand the question’ (3%). Eight respondents skipped this question altogether, the highest number to skip any of the questions.

Question 10: Different Processes for Minor and Major Amendments - For the question on having different process for major and minor amendments, 61% agree with the criteria used for minor amendments and 12% of respondents support other types of amendments being considered as minor. Twenty-seven percent indicated they were either ‘not sure’ (22%) or ‘don’t understand the question’ (5%).

Based on additional comments entered at the end of the survey, there were more people expressing general satisfaction with various aspects of the community consultation process for the RGS (over 26) than those who expressed dissatisfaction. This specifically included positive responses to the survey as a method of feedback and receiving information from RDN staff at meetings or events. Critical comments on the community consultation process included five requests or suggestion for distributing information more widely, three requests to have more detail on the survey questions and two concerns about the survey being biased/slanted with particular reference to Questions 9 and 10.

Written Comments

A total of 218 written comments were received from 204 respondents to the online survey along with another 11 written submissions from individuals and three from community groups (See Appendix 5 – Summary of Written Comments). Of these, several were specifically not related to the RGS including 16 comments about improving the RDN’s transit system and others requesting specific highway or road improvements. The comments related to the RGS are summarized below as they relate to each section of the draft RGS.

Goal 1 - Prepare for Climate Change and Reduce Energy Consumption

There was overall support for compact development in order to save energy by reducing car use and promoting walking, cycling and transit. Comments also showed support for ‘green’, energy efficiency and renewable energy use in new developments.

In addition to the comments above there were a few comments about the need for the RGS to incorporate the principles of emergency/disaster mitigation and planning.

Goal 2 – Environmental Protection

Support for sustainable use and protection of water resources was mentioned frequently in the written comments. This included support for protecting groundwater sources and drinking water quality. Several comments about protecting water sources were linked to numerous comments about needing to establish a “carrying capacity” including setting targets for and capping population growth. These comments relate to concerns that the RDN has exceeded its ecological carrying capacity and needs to limit growth and focus on supporting existing levels of population. There was also a recommendation to undertake a study of the carrying capacity of the region prior to allowing more growth.

Some comments requested that consideration be given to entire ecosystems when making decisions on growth and development not just to individual environmentally sensitive areas, as is the current direction in the draft RGS. The Coastal Douglas Fir (CDF) zone is identified as an example of an ecosystem type in need of protection with several requests that the RDN look at acquiring CDF lands and other key lands within the RDN’s watersheds to ensure that they are maintained as natural areas and not developed. Similar to the preceding phases of the RGS review, the protection of drinking water and watersheds from the impacts of growth and development was a common theme. Another strong message was the need to see protection of habitat, green space and natural areas inside the GCB, reflecting that not all land needs to be developed.

Goal 3 – Coordinate Land Use and Mobility

Many other respondents recognise that the convenience of transit, walking or cycling can be improved where there are appropriate densities to support consistent ridership or users to pay into the service. This also relates to other comments requesting improvements to the number and safety of existing bike routes and pathways and a desire to see more trails connecting areas. Support for the use of rail transit was expressed by a few people including a desire to see public transit linked to a commuter rail service.

Goal 4 – Coordinate Housing and Jobs in Rural Village and Urban Growth Centres

Consistent with the feedback received through the other phases of the RGS review, the majority of survey respondents support the concept of managing growth as envisioned in the RGS and several clearly expressed a desire to see this direction strengthened and implemented. Some of the respondents are concerned about too much growth as it would affect the sustainability of the region. Others expressed concern about too much density in the growth centres and the lack of a definition for ‘growth’.

Goal 5 – Rural Integrity

Overall there was considerable support for the goal enhance rural integrity. This was expressed by support for directing future growth to lands inside the GCB and support for Policy 5.13 allowing alternative forms of subdivision to preserve more open space in Rural Residential lands. While there were a few who wanted more subdivision of rural lands allowed, there were others who expressed concern that any further subdivision of Rural Residential lands would compromise sustainability. These comments either find development standards too restrictive or not restrictive enough.

There were also several comments in favour of retaining land in the Agricultural Land Reserve (ALR) for food production, compared to a few comments expressing the need to review the viability of ALR lands for agriculture.

Goal 6 – Facilitate the Provision of Affordable Housing

Overall the majority of written comments relating to affordable housing supported the RDN and local government's role in providing affordable housing. This included recognition of having affordable housing options in high density parts of the GCB close to transit. Both written responses and the survey confirmed that the majority of those providing feedback on the RGS support the inclusion of this goal. There were a few comments not supporting wet housing however these appeared to be directly related to the City of Nanaimo's recent rezoning process.

Goal 7 – Economic Development

Few comments were received on economic development. The comments received reflected concern that the goal for economic development was in conflict with other sustainability goals.

Goal 8 – Enhance Food Security

The written responses strongly support the concept of local food security and recommend more specific direction in the draft, particularly for urban agriculture and community gardens. While more people stated the need to keep land in the ALR, as noted above, some respondents suggested more flexibility for removing land from the ALR.

Goal 9 – Pride of Place

Few comments were received on 'Pride of Place'. One comment suggested a name change to 'Sense of Place' which would be more descriptive of the goal. Another comment stated that arts and culture should not be publicly funded.

Goal 10 – Efficient Services

The majority of comments relating to servicing expressed concern that developers should cover the costs of their infrastructure and ensure that sewer and water are in place prior to approving development was strongly expressed by a few people. There was also support for energy and water efficient design of buildings and sites including the use of green building technologies as noted above.

Goal 11 – Enhance Cooperation Among Jurisdictions

Few comments were received that directly related to this goal. The comments reflect concern over the influence the municipalities have in the rural areas, the expansion of the GCBs and the need to have good relationship with First Nations including expanding consideration to those not only with reserves in the RDN but also those whose territories fall within the RDN.

Major and Minor Amendments

The majority of the comments received show support for making the RGS and specifically the GCB very difficult to amend and not considering any changes for a period of time. A few comments expressed the desire to see the policies of the RGS adhered to and not changed due to pressure from developers. There was concern expressed that the GCB will only be effective if it is not constantly changed and some scepticism that while people supported the RGS, they were concerned that it would not be implemented. This concern was a constant theme in terms of feedback from members of the public at the majority of presentations.

Accountability, Education, Awareness and Implementation

There was support expressed for ongoing education about the RGS and its benefits as well as keeping people informed on its implementation. Several comments support the need to monitor the effectiveness of the RGS and set targets.

Land Use Designations

There were a few comments that were critical of the City of Nanaimo's expansion of its GCB and the inclusion of ALR and environmentally sensitive lands within the GCB. Other comments on the land use designations were single ones, including one request to expand the GCB for the Town of Qualicum Beach to allow more development within walking distance to the town centre, a request to not include the Lantzville foothills land in the GCB and, a comment that the Fairwinds GCB was too big and should be smaller.

The results of public feedback on the new draft RGS confirm that the majority of participants support the direction provided in the draft. Based upon the feedback received, there are a few changes that staff recommend incorporating into the draft (see Appendix 6). The changes proposed are in keeping with the overall intent of the RGS direction and policies.

Pending approval of the recommendations of this report from the RDN Board, the next step for public consultation on the new draft RGS would be to hold a public hearing(s) early in Fall 2011 (see Appendix 7).

LAND USE IMPLICATIONS

Growth Management Implications

The majority of respondents to the online survey either supported or strongly supported the continued use of Growth Containment Boundaries (GCB's) to manage growth. Consistent with the previous rounds of public consultation on the draft RGS, there were several respondents who wanted to see growth management policies adhered to and strengthened.

Should the current, April 8th draft of the RGS be adopted and implemented, it is anticipated that the RGS policies will help create more vibrant rural village centres and urban centres while limiting the negative effects of growth outside the GCB. However, this will only be possible through the coordinated efforts of the RDN and its member municipalities along with the support of other jurisdictions.

SUSTAINABILITY IMPLICATIONS

The outcomes of Phase 3 of public consultation on the new draft RGS reinforce the direction from earlier phases of public consultation to include a broader range of sustainability goals addressing topics such as economic development, groundwater protection, food security, affordable housing and climate change.

There is strong support for the continued use of GCBs to manage growth in order to help accomplish many of these sustainability goals. As noted above, the coordinated implementation policies supporting these goals by the RDN and its partners will help improve the environmental, social and economic sustainability of the region.

INTERGOVERNMENTAL IMPLICATIONS

Prior to the RDN Board adopting the new RGS it must be accepted by the municipal council of each member municipality and the Regional Board for each adjacent regional district. If one or more of these affected local governments do not accept the draft RGS then the RDN Board and the conflicting government must pursue a dispute resolution process, including using an independent arbitrator if there is no consensus. It is anticipated that acceptance by the RDN members will be straightforward, given that there was considerable time and resources devoted to addressing the concerns of RDN members prior to the release of the new April 8, 2011 draft. The results of community consultation show overall support for the draft RGS.

The new draft RGS represents a collaborative ‘agreement’ by the RDN and its members and its successful implementation is dependent on effective intergovernmental partnerships and collaboration with other parties.

SUMMARY

Starting in late 2009 and through 2010, the RDN’s member municipalities and electoral area representatives worked towards resolution of a number of outstanding issues with the draft RGS prior to releasing it to the public for comment. On April 8th, a revised draft of the RGS was issued for review in the third and final phase of public consultation for the RGS review process.

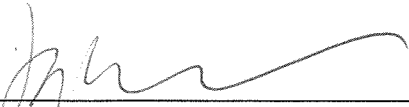
During the first two phases of public consultation for the RGS review, several meetings hosted by the RDN were poorly attended despite a high level of time and resources being invested in hosting them. To avoid a repeat of this pattern during Phase 3 of public consultation on the revised draft RGS, a different approach was used to generate region-wide interest in the RGS. By attending events or meetings scheduled by other organizations, RDN staff were able to increase the number and diversity of people receiving information on the new draft RGS. An estimated 4,000 to 5,000 people received information directly on the RGS through a combination of social networking and attendance at meetings/events. This approach resulted in the highest response to date for feedback during the RGS review.

The results of public feedback on the new draft RGS confirmed that the majority of participants support the direction provided in the draft. Based upon the feedback received, staff are recommending a few minor changes that are consistent with the overall direction and policies developed by the RDN and the member municipalities.

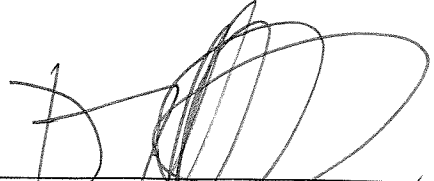
RECOMMENDATIONS

1. That the report summarizing the results of Phase 3 of the RGS review community consultation process be received.
2. That the changes to the Draft Regional Growth Strategy as recommended in this report be included prior to the first two readings of the bylaw.

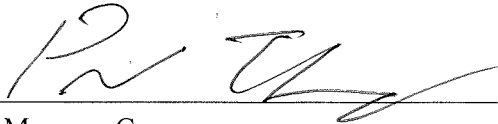
3. That "Regional District of Nanaimo Growth Strategy Bylaw No 1615, 2011" be introduced and read two times.
4. That a public hearing on "Regional District of Nanaimo Growth Strategy Bylaw No. 1615, 2011" be scheduled and chaired by Director Stanhope.



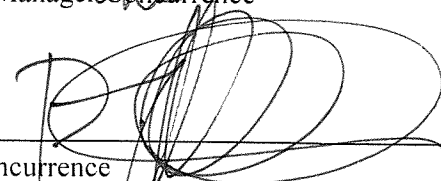
Report Writer



General Manager Concurrence



Manager Concurrence



A/ CAO Concurrence

APPENDIX 1

Regional District of Nanaimo

Bylaw No. 1615

**A Bylaw to Adopt a Regional Growth Strategy
for the Regional District of Nanaimo**

WHEREAS the *Local Government Act* provides for a regional district to undertake the development, adoption, implementation, monitoring and review of a Regional Growth Strategy under Part 25,

AND WHEREAS a review of “Regional District of Nanaimo Regional Growth Strategy No. 1309, 2002” was initiated by resolution, pursuant to Part 25, Section 854 of the Local Government Act;

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

1. “Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1309, 2002” is hereby repealed.
2. Schedule “A” attached to and forming part of this Bylaw is hereby designated as the “Regional Growth Strategy for the Regional District of Nanaimo”.
3. This Bylaw may be cited as “Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1615, 2011” and takes effect on the date adopted.

The Regional Growth Strategy Bylaw was introduced and read two times on the xx day of June, 2011.

The Board conducted a public hearing on the Regional Growth Strategy Bylaw on the xx and xx days of xxx, 2011.

The Regional Growth Strategy bylaw was accepted, by resolution,

- by the City Of Nanaimo Council on the xx day of xx, 2011,
- the City of Parksville on the xx day of xx, 2011,
- the District of Lantzville on the xx day of xx, 2011,
- the Town of Qualicum Beach on the xx day of xx, 2011,
- the Comox Strathcona Regional District Board on the xx day of xx, 2011,
- the Alberni-Clayoquot Regional District Board on the xx day of xx, 2011,
- and the Cowichan Valley Regional District Board on the xx day of xx, 2011.

Read a third time this XX day of XX, 2011.

Adopted this XX day of XX, 2011.

Chairperson

Senior Manager, Corporate Administration

APPENDIX 2

Details of Phase 3 Community Consultation on the New Draft RGS April 8, 2011

The current review of the (2003) RGS was initiated in late 2007. The first phase of public consultation was initiated in 2008 with an online survey and two regional workshops asking for feedback on what changes should be included in an updated draft in order to support the Regional District of Nanaimo's (RDN) vision of a more sustainable region.

The outcome of this first phase of public consultation resulted in a list of 'possible changes' to the RGS that reflected a desire to see strengthening of many of the existing growth management policies of the RGS. Other proposed changes reflected public desire to include new goals to address sustainability issues such as affordable housing and food security.

These 'possible changes' were presented back to the public and stakeholders during a second phase of public consultation in 2009. During this time members of the public were asked to provide their opinion on the 'possible changes' through a second online survey and feedback at several meetings held with community groups.

Public feedback gathered during Phase 1 and 2 of the RGS review was used to create a draft RGS for the RDN's member municipalities and electoral areas to consider. During 2009 and 2010, the RDN's member municipalities and electoral area representatives worked towards resolving a number of outstanding issues to produce a draft RGS for public review. On April 8, 2011, this revised draft of the RGS was released to the community for the third and final phase of public consultation for the RGS review process.

Attendance at prior meetings organized by the RDN to provide information during the RGS review showed repeatedly low turnouts. It was felt that staff time and resources for gathering feedback on the new April 8th draft RGS would be more effectively used by capitalizing on already scheduled community events and meetings, rather than relying on community members to attend RDN public meetings.

Past experience has also shown that very few people will take the time to thoroughly read and provide detailed comments on larger documents like the RGS. To account for this, the approach for Phase 3 of public consultation on the revised draft involved encouraging people to give feedback in a variety of ways to account for their different learning styles, use of technology and to capitalize on opportunities to use existing social networks to promote the draft RGS.

An online survey was developed that allowed community members to learn and comment on a few key areas of the RGS without having to actually read the whole draft (hard copies of the survey were also distributed to community members without internet access). To further make the document more accessible for the average person, a summary four page brochure was created to summarize key RGS concepts, goals, and the Map 4 – Land Use Designations. Visual, one page "Goal Support Documents" and video segments (done through Shaw TV) were also provided to help explain different RGS goals. The hope was that these more accessible documents would encourage people to consider reading the whole draft and providing more detailed comments.

The draft RGS and online survey were promoted using a mix of traditional methods (press releases, advertising on transit buses, newspaper and radio), social networking through online media (the RGS Shaping Our Future Website, Facebook and e-mail), getting the attention of local television media (Shaw TV and A Channel) for video segments/news items and doing presentations and attending community

events. Information binders containing the draft RGS and background materials were made available at all libraries and municipal offices in the RDN. Posters encouraging feedback on the draft plan were put up on all library notice boards as well as other community notice boards.

Representatives of variety of community groups, major employers and individuals on the RDN e-mail alert system and other e-mail lists were sent information on the draft and an online survey and asked to forward them to members of their groups, colleagues, friends and family living in the region. While it is difficult to determine the actual numbers of people who received information this way, based upon the membership numbers of each group who received information we can estimate that up to 4,000 to 5,000 people received information using group e-mail distribution lists.

Offers were made to a wide variety of community groups to host presentations on the new draft RGS to their members. This resulted in presentations being made to service clubs, neighbourhood associations, newcomers groups, and special interest groups (those interested in food security, farming, development and construction, high school students, groups interested in sustainability). Representatives of community groups and other organizations (such as large employers including RDN member municipalities) were also asked to distribute information on the draft RGS and online survey via e-mail to their staff, clients, members and other contacts.

Several organizations also posted links and information on the draft RGS on their websites or internal staff notice boards (Nanaimo Community Gardens, City of Parksville, District of Lantzville, and City of Nanaimo).

Community members had numerous opportunities for face to face contact with RDN staff to find out more and discuss the new draft RGS at 31 events/meetings. This included 23 presentations by RDN planning staff to various organizations and a further eight events with displays/booths. Regional Growth Strategy information was also made available by RDN staff in other departments as part of their own public outreach at a further 12 workshops, meetings or events around the region. In total information on the RGS was available at total of 43 meetings, workshops or other events around the region. Based on the attendance at presentations and community events, approximately 1,235 people received information directly from RDN staff on the RGS. While the various community events attended attracted over 2,500 people who had an opportunity to see information at the RGS booth, the number of people directly engaged or provided hand out materials was lower.

Regional Growth Strategy Community Outreach		
Event (Location)	Attendance	Date
20/20 Transportation Forum Display and Presentation (Nanaimo)	80+ attendees	Nov 13, 2010
Oceanside Development and Construction Association Presentation (Parksville)	20+ attendees	Feb 16, 2011
Seedy Sunday Display and Presentation (Nanaimo)	600+ attended Approximately 20 people at the workshop and another 20 talked to at booth.	March 6, 2011
Green Solutions Trade Show Display (Nanaimo)	25 e-mails collected on March 20th - Approximately 40 people talked to directly	March 19 – 20, 2011
French Creek Pollution Control Centre Open House Display (Area ‘G’)	34 attended and provided with RGS handouts	April 9, 2011
Lighthouse Country Business Association Display and Presentation (Area ‘H’)	50 attended	April 14, 2011
Nanaimo Area Land Trust Wild Food Festival Display (Nanaimo)	500+ attended - estimated 100+ people talked to and given survey postcard over 5 hours	April 16, 2011
South Wellington and Area Community Association Presentation (Area ‘A’)	25 attended	April 19, 2011
Vancouver Island University Geography/Global Studies Class Presentation (Nanaimo)	27 attended	April 20, 2011
Rotary Club of Parksville AM Presentation (Parksville)	40+ attended	April 27, 2011
Bowser Legion Community Emergency Preparedness Open House Display (Area ‘H’)	50+ attended including volunteers	May 1, 2011
Rotary Club of Nanaimo North Presentation (Nanaimo)	21 attended	May 3, 2011
Rotary Club of Nanaimo Oceanside Presentation (Nanaimo)	20 attended	May 4, 2011
Extension Community Presentation (Area ‘C’)	5 attended	May 5, 2011
Fire and Ice Festival Display (Qualicum Beach)	500+ attended	May 7, 2011
Lighthouse Flea Market Presentation and Display (Area ‘H’)	400 + (based on breakfast sold) but attendance higher - People informed - 100 +	May 8, 2011
Lighthouse Community Centre - Presentation (Area ‘H’)	5 attended	May 8, 2011

Event (Location)	Attendance	Presentation Date
Rotary Club of Parksville Presentation (Parksville)	19 attended	May 9, 2011
Qualicum Beach and Area Newcomers Club Presentation (Qualicum Beach)	150+ attended	May 10, 2011
Parksville OCP Citizens Advisory Committee Presentation (Parksville)	19 attended	May 10, 2011
Central Vancouver Island Multicultural Society Presentation (Nanaimo)	35 attended	May 11, 2011
French Creek Residents Association Presentation (Area 'G')	20 attended	May 11, 2011
Nanaimo Neighbourhood Network Association Presentation (Nanaimo)	14 attended	May 12, 2011
Qualicum Beach Farmers Market Display (Qualicum Beach)	12 vendors & 20 people talked to directly	May 14, 2011
Cedar Farmers Market Display (Area 'A')	20 vendors & 35-40 others	May 15, 2011
Dover Bay Secondary School Eco Club	12 attended	May 17, 2011
Mid Island Sustainability Stewardship Initiative Presentation (Area 'A')	25 attended	May 17, 2011
Oceanside Development and Construction Association Presentation (Parksville)	30 attended	May 18, 2011
Rotary Club of Nanaimo Presentation (Nanaimo)	40+ attended	May 20, 2011
Wellington High School 2 x Grade 11 Socials Classes	56 attended	May 25, 2011
Green Drinks (Nanaimo)	14 attended (100+ on e-mail list)	May 25, 2011
Habitat for Humanity Board Meeting (Nanaimo)	7 attended	May 26, 2011

Estimate for those receiving RGS information at events through direct contact/presentation = 1,235

Group Contacted	Estimated Membership
Mid-Vancouver Island Habitat Enhancement Society	not known
South Wellington and Area Community Association	16 members
Fairwinds Community Association	308 members
Northwest Nanoose Residents Association	97 households
French Creek Residents Association	51 current members
Corcan and Meadowood Residents Association	317 members
Horne Lake Strata Association	400 strata lots
Mapleguard Ratepayers Association	20+
Mount Arrowsmith Biosphere Reserve Foundation	30 current members
Nanoose Naturalists	70
Arrowsmith Naturalists Club	80
Arrowsmith Watersheds Coalition Society	not known
Friends of French Creek Conservation Society	125
Qualicum Institute	650 (associated 11 NGOs)
VIU Solutions	not known
Nanaimo Cedar Farmers Institute	35
Coombs Farmers Institute	20
Oceanside Development and Construction Association	74 members
Oceanside Coalition for Strong Communities	not known
Parksville Residents Association	200 members
Town of Qualicum Beach Community Contact List	150 members
Lighthouse Country Business Association	120
Town of Qualicum Beach Chamber of Commerce	not known
Nanaimo Chamber of Commerce	not known
Mid-Island ATV Club	100 members
Probus Club of Qualicum Beach	117 members
Probus Club of Nanoose Bay	102 members
Northwest Bay Probus Club	159 members
Probus Club of Nanaimo North	77 members
Probus Club of Harbour City	147 members
Probus Club of Nanaimo	145 members
Probus Club of Parksville	37 members
Dover Bay Eco Club	15 members
Rotary Club of Lantzville (#25531)	48
Rotary Club of Parksville AM (#30401)	50+
Rotary Club of Parksville (#46)	50+
Rotary Club of Nanaimo North (#44)	30+
Rotary Club of Nanaimo Oceanside (#51477)	25+
Rotary Club of Nanaimo (#43)	50+

Group Contacted	Estimated Membership
Rotary Club of Qualicum Beach (#49)	30+
Rotary Club of Qualicum Beach Sunrise (#50401)	30+
Rotary Club of Nanaimo Daybreak (#31160)	30+
Nanaimo Newcomers Club	100+
Green Drinks	100 + e-mail list
Nanaimo Neighbourhood Network – membership distribution lists	100+
Staff Distribution Lists at City of Nanaimo, Town of Qualicum Beach, City of Parksville and District of Lantzville	600+

**Estimate of the number of people with the opportunity to receiving information through e-mails/
 information sent to contact groups/ direct e-mail lists = 3,000-4,000**

APPENDIX 3 - List of Different Media Used to Promote the Draft RGS

Advertisements and Website Notices	Date(s)
RDN Transit Bus Adds and RGS Postcards	April 8, 2011 to May 27, 2011
Parksville Qualicum News	April 12, 2011 and May 20, 2011
Nanaimo News Bulletin	April 12, 2011 and May 21, 2011
The 'Wave' radio ads	A total of 62 adds each on the Beach and Wave Radio Stations (approx. five radio adds per day over three days during week of April 13 and week of April May 16).
Shaw Television	April 27, 2011
A-Channel News Interview	May 17, 2011
City of Nanaimo Staff Intranet & table with information	May 2011
City of Parksville front counter display	April – May 2011
Town of Qualicum Beach front counter display	April – May 2011
District of Lantzville information display	April – May 2011
Nanaimo Community Gardens (through Seedy Sunday Workshop Promotion)	April 2011
Lighthouse Community Association Website	May 2011
Corcan and Meadowood Residents Association Website	April 11 to May 27, 2011
Mount Arrowsmith Biosphere Reserve Foundation Website	April 11 to May 27, 2011
Facebook & Twitter	Regular updates between April 8 and May 26 to direct people to the RGS website and online survey.
Regional Library Branches – Posters, brochures and information Binders	April 11 to May 27, 2011

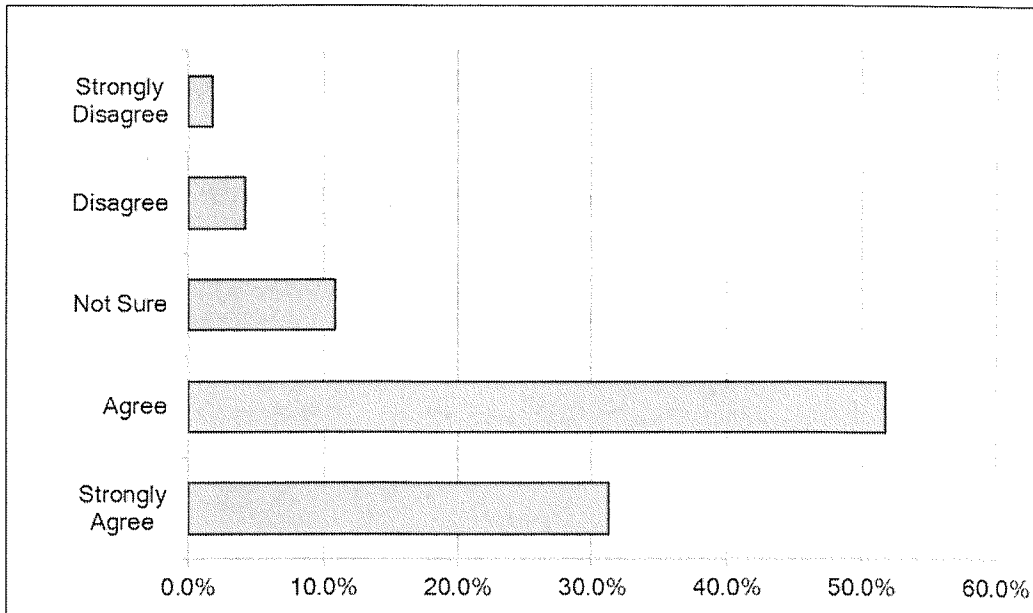
APPENDIX 4

Survey Results

Please see below a report detailing responses to each question in the online survey to provide feedback on the April 8, 2011 draft RGS.

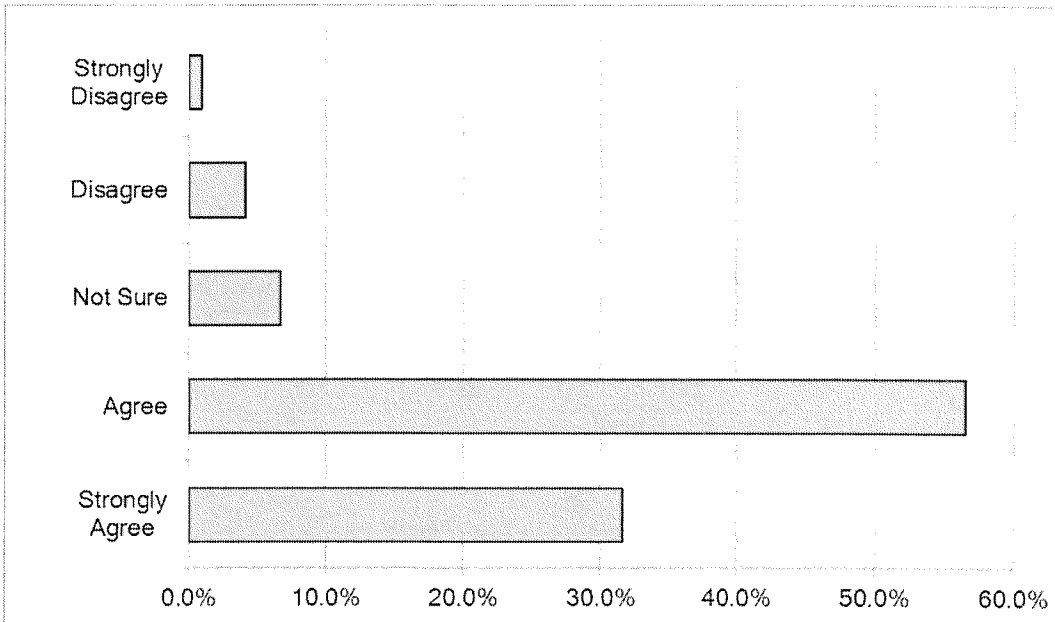
1. Do you agree that using a boundary to separate areas intended for future urban growth from other areas where urban growth is not supported is an effective way of managing growth in our region?

Answer Options	Response Percent	Response Count
Strongly Agree	31.3%	196
Agree	51.9%	325
Not Sure	10.9%	68
Disagree	4.2%	26
Strongly Disagree	1.8%	11
<i>answered question</i>		626
<i>skipped question</i>		3



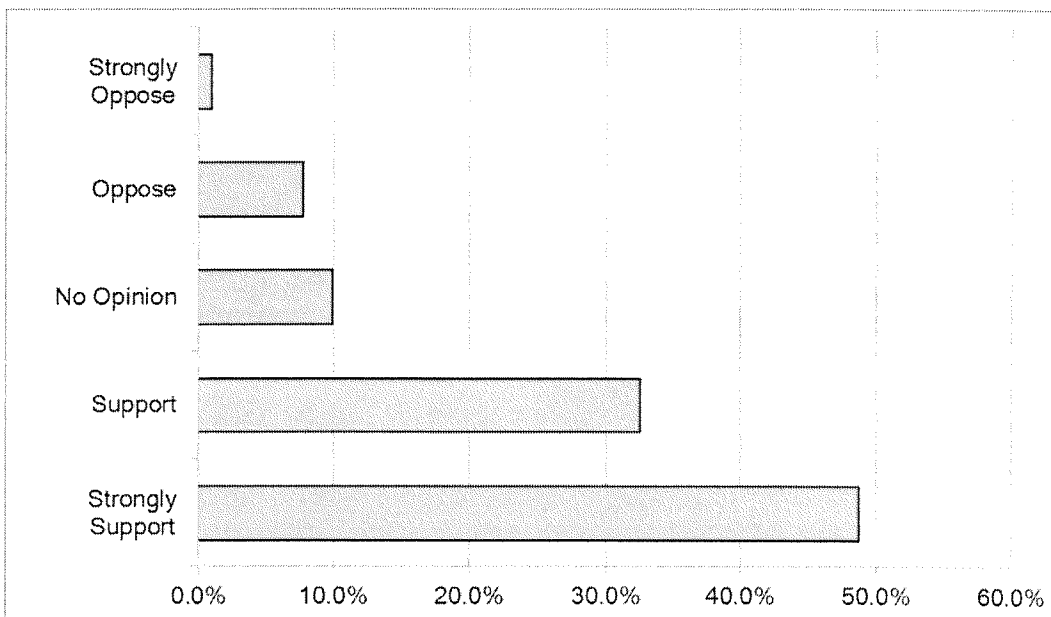
2. Do you agree that we need to evaluate which areas should remain as Rural Village Centres?

Answer Options	Response Percent	Response Count
Strongly Agree	31.6%	199
Agree	56.6%	356
Not Sure	6.7%	42
Disagree	4.1%	26
Strongly Disagree	1.0%	6
<i>answered question</i>		629
<i>skipped question</i>		0



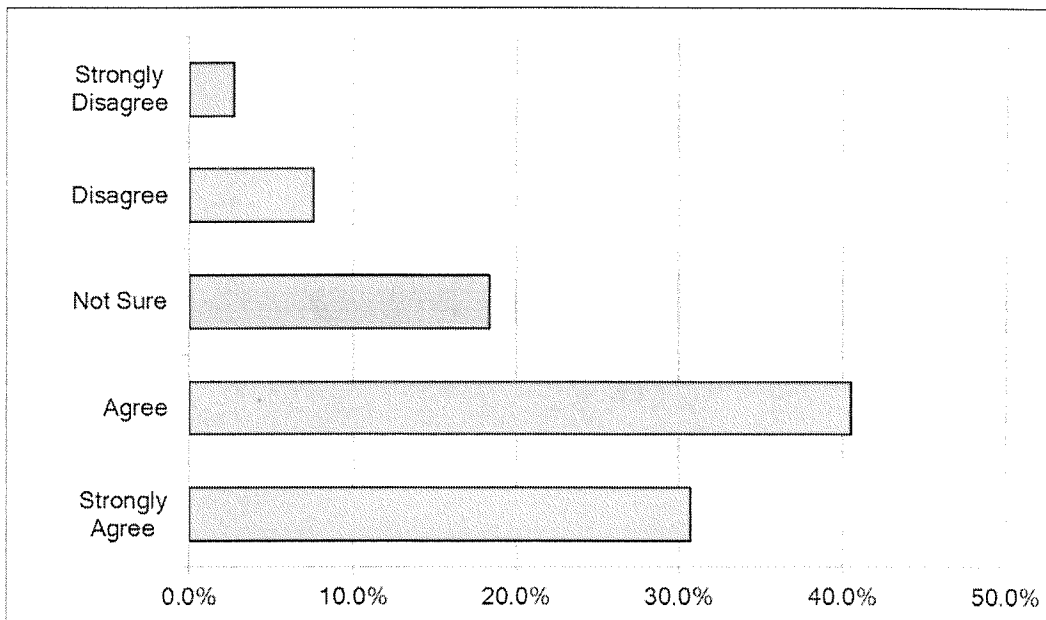
3. Do you support encouraging more people to live in urban and rural village centres in order to increase the opportunities to walk, cycle or take transit?

Answer Options	Response Percent	Response Count
Strongly Support	48.8%	307
Support	32.6%	205
No Opinion	9.9%	62
Oppose	7.8%	49
Strongly Oppose	1.0%	6
<i>answered question</i>		629
<i>skipped question</i>		0



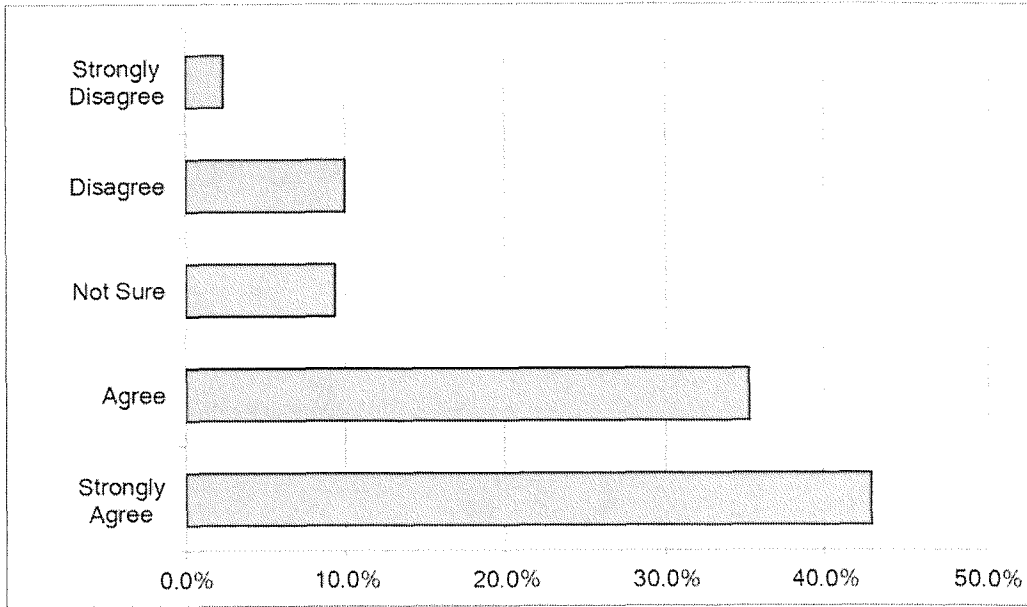
4. Do you agree that this will be an effective way to protect our important rural landscapes?

Answer Options	Response Percent	Response Count
Strongly Agree	30.7%	193
Agree	40.5%	255
Not Sure	18.4%	116
Disagree	7.6%	48
Strongly Disagree	2.7%	17
<i>answered question</i>		629
<i>skipped question</i>		0



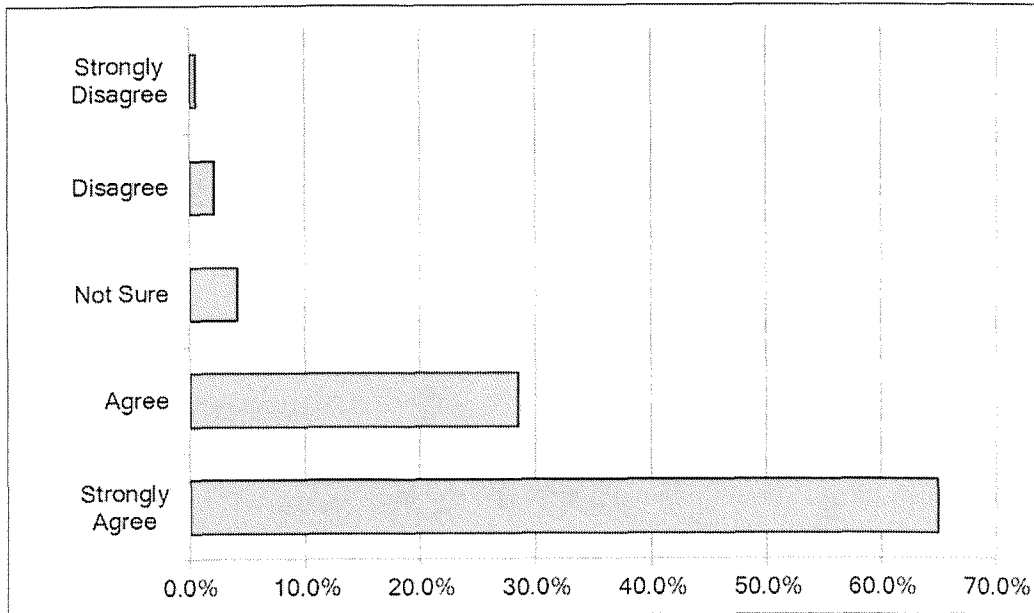
5. Do you agree that the RDN and its member municipalities should play a larger role in the provision of affordable housing?

Answer Options	Response Percent	Response Count
Strongly Agree	42.9%	270
Agree	35.3%	222
Not Sure	9.4%	59
Disagree	10.0%	63
Strongly Disagree	2.4%	15
<i>answered question</i>		629
<i>skipped question</i>		0



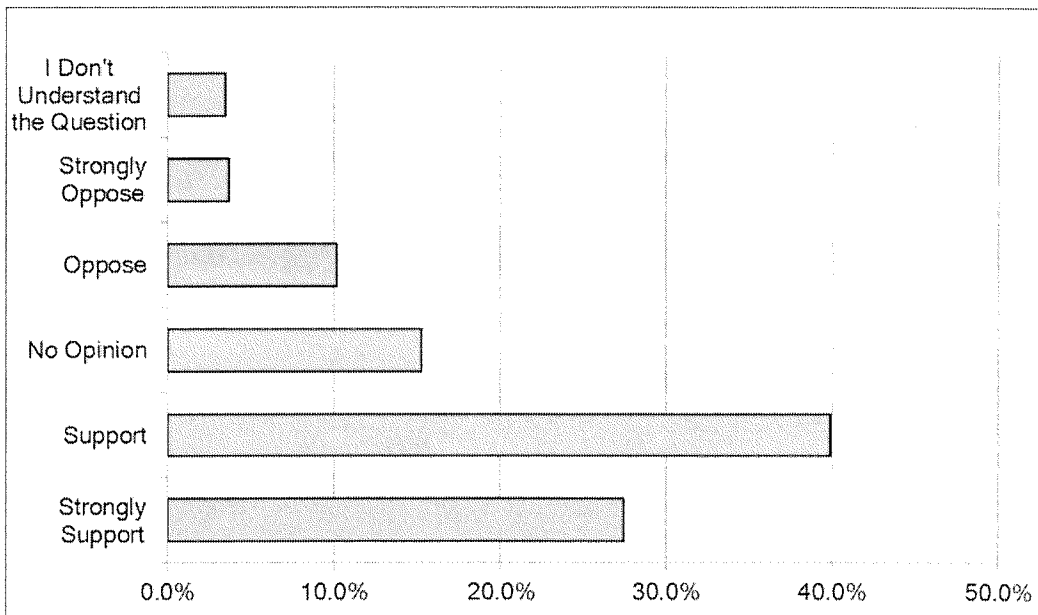
6. Do you agree that local governments (regional districts and municipalities) need to play a larger role in supporting agriculture?

Answer Options	Response Percent	Response Count
Strongly Agree	64.9%	408
Agree	28.5%	179
Not Sure	4.1%	26
Disagree	2.1%	13
Strongly Disagree	0.5%	3
<i>answered question</i>		629
<i>skipped question</i>		0



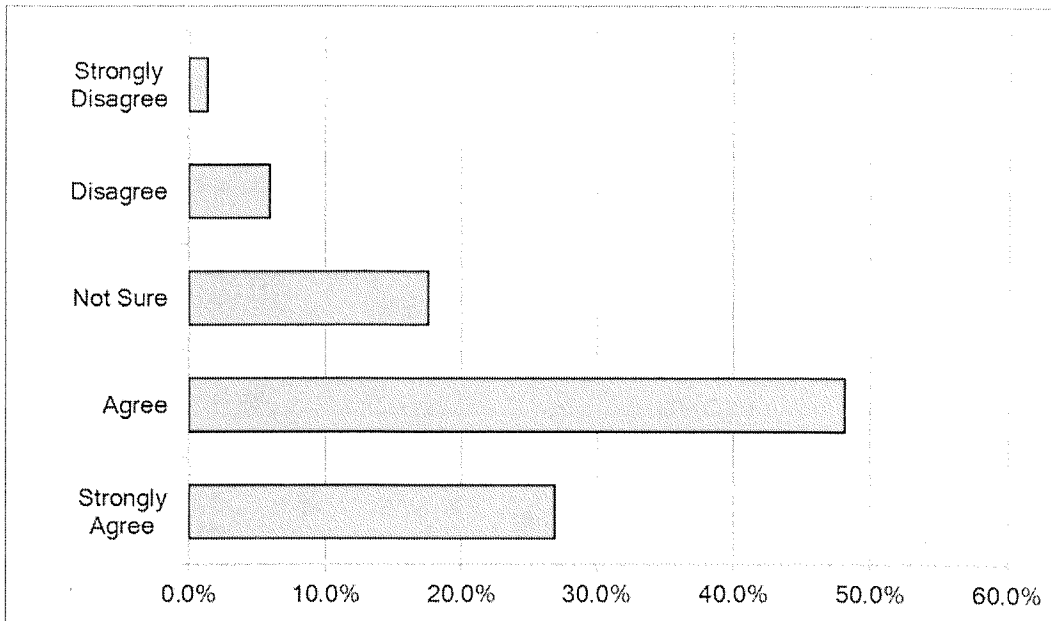
7. Do you support providing community water and sewer to lands that are inside of the Growth Containment Boundary while at the same time restricting these services to lands located outside of the Growth Containment Boundary (that are not intended for future growth)?

Answer Options	Response Percent	Response Count
Strongly Support	27.5%	173
Support	39.9%	251
No Opinion	15.3%	96
Oppose	10.2%	64
Strongly Oppose	3.7%	23
I Don't Understand the Question	3.5%	22
<i>answered question</i>		629
<i>skipped question</i>		0



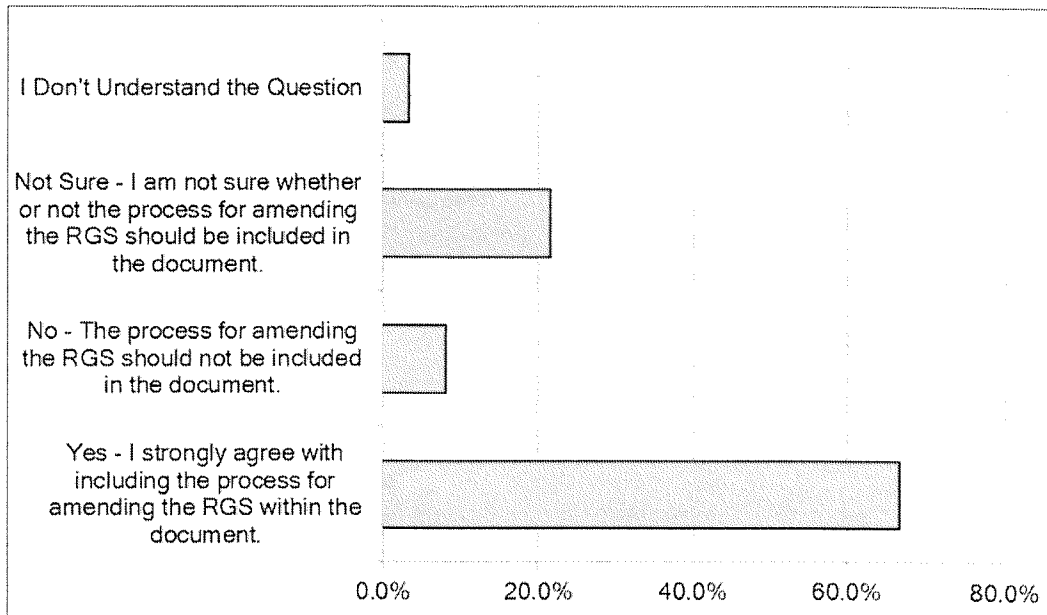
8. Do you agree that establishing a monitoring and reporting program for the RGS is a high priority?

Answer Options	Response Percent	Response Count
Strongly Agree	26.9%	169
Agree	48.2%	303
Not Sure	17.6%	111
Disagree	5.9%	37
Strongly Disagree	1.4%	9
<i>answered question</i>		629
<i>skipped question</i>		0



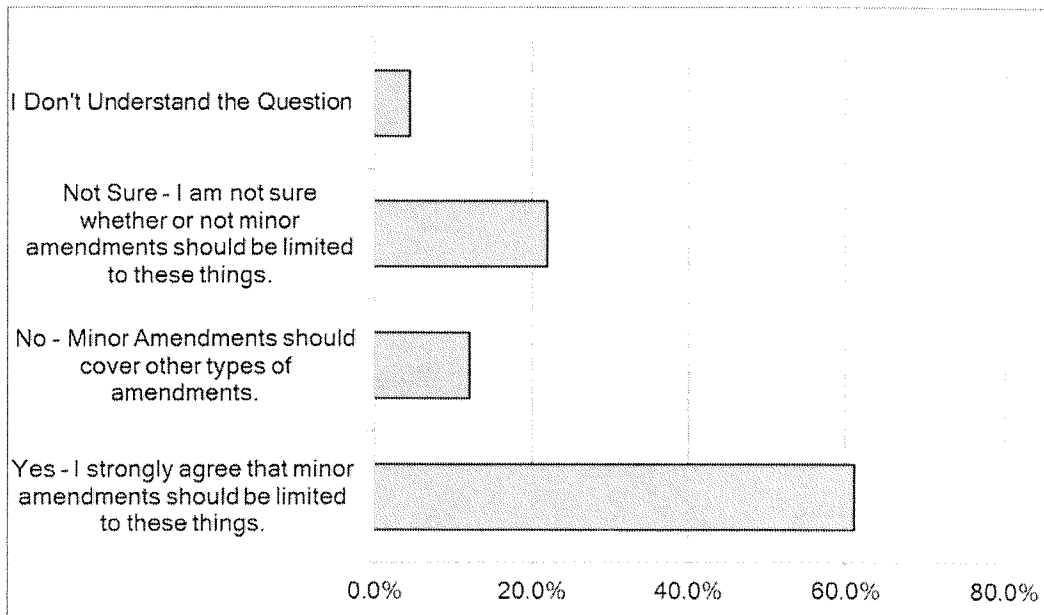
9. The RGS, like other local government bylaws is a document that can be changed by the RDN Board. There has been concern that the process to make changes to the RGS is unclear and inconsistent. The current RGS does not include a process to amend the document. To address these concerns, the new draft RGS contains a clear process for making changes to the document.

Answer Options	Response Percent	Response Count
Yes - I strongly agree with including the process for amending the RGS within the document.	66.8%	415
No - The process for amending the RGS should not be included in the document.	8.2%	51
Not Sure - I am not sure whether or not the process for amending the RGS should be included in the document.	21.6%	134
I Don't Understand the Question	3.4%	21
	<i>answered question</i>	621
	<i>skipped question</i>	8



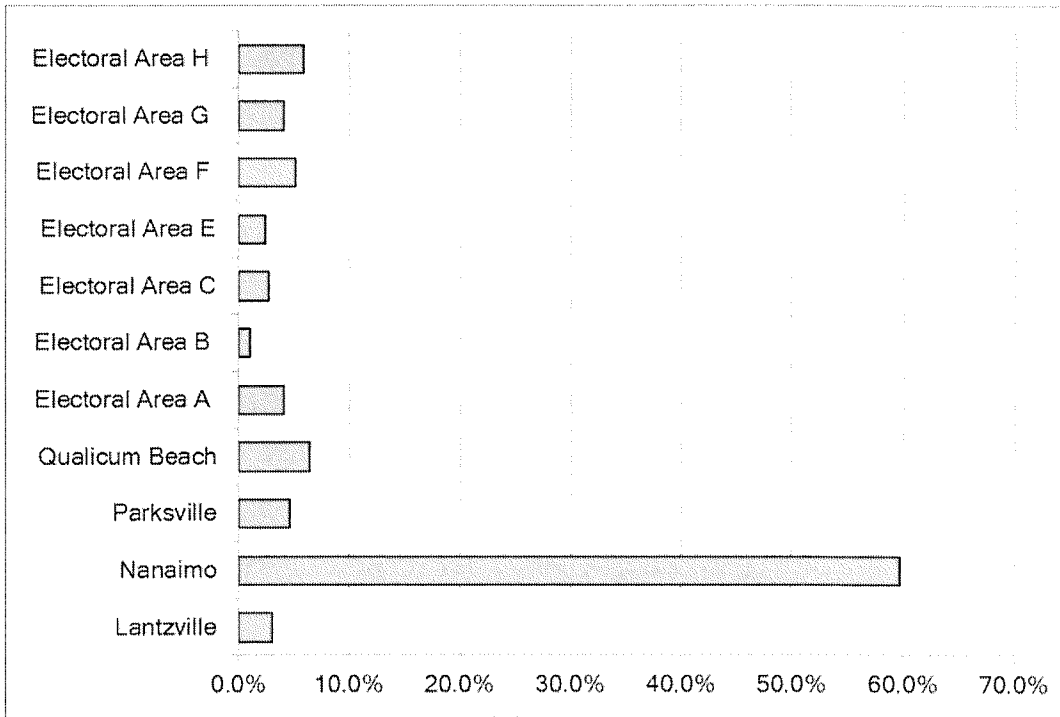
10. Do you agree with limiting minor amendments to small errors, updating new information and changes resulting from full OCP reviews?

Answer Options	Response Percent	Response Count
Yes - I strongly agree that minor amendments should be limited to these things.	61.2%	384
No - Minor Amendments should cover other types of amendments.	12.1%	76
Not Sure - I am not sure whether or not minor amendments should be limited to these things.	22.0%	138
I Don't Understand the Question	4.6%	29
	answered question	627
	skipped question	2



11. In which area of the Regional District of Nanaimo do you live in? Please check one box

Answer Options	Response Percent	Response Count
Lantzville	3.1%	19
Nanaimo	59.7%	366
Parksville	4.7%	29
Qualicum Beach	6.5%	40
Electoral Area A (Cassidy, Cedar, Yellowpoint, South Wellington)	4.2%	26
Electoral Area B (Gabriola, DeCourcy, Mudge Islands)	1.1%	7
Electoral Area C (Extension, Arrowsmith-Benson, East Wellington, Pleasant Valley)	2.8%	17
Electoral Area E (Nanoose Bay)	2.4%	15
Electoral Area F (Coombs, Hilliers, Errington)	5.2%	32
Electoral Area G (French Creek, Dashwood, Englishman River)	4.2%	26
Electoral Area H (Qualicum Bay, Deep Bay, Bowser)	5.9%	36
Out of the Region (Please Specify)		42
	answered question	613
	skipped question	16



APPENDIX 5

Summary of Written Comments

Introduction	Comments
Principles missing that resources are 'finite'	1
More balance with economy in Vision	1
Include carrying capacity in the vision	1
'Economic trends' need to reflect that the economy is not diversified	1
Reference coordination of urban / rural development	1
Economic growth conflicts with sustainability	2
Sustainability principles that reflect finite resources	1
No mention of 'peak oil'	1
Climate Change and Energy Consumption	
Preparation for peak oil	1
Support for climate change and energy consumption goal	1
Support for local green initiatives	1
Include the carrying capacity of the region	10
Reconciliation of wildlife and residential areas	1
Policies not sufficient	1
No gas powered lawn mowers and leaf blowers	1
Policies for green development and renewable energy	4
Pesticide ban	1
Anti-idling bylaw	1
Relate land use and emergency planning (i.e FireSmart setbacks)	2
Does not address sustainability	1
Incentives for green development	1
Require development to include sustainability evaluation	1
Recognize forests role in local economy	1
Include sustainability evaluation	1
Protect the Environment	
Support for environmental protection goal	4
Support for drinking water and watershed goals	3
More emphasis on drinking water	2
More protection for riparian areas than provincial requirements	1
More to address the destruction of ecosystems (i.e. Coastal Douglas Fir)	5
Concern about the Fairwinds development (i.e. smaller GCB)	3
Acquire land / coordinate with the forestry companies to protect land	3
Greenspace incorporated into all developments	2
Disagree with ban on backyard burning	1
Community watershed areas and RDN intent to purchase land	1
Protect water from growth	4
RDN should not endorse 'water markets' within its boundaries	1
Groundwater protection requirements for new development (i.e. cisterns, water supply)	4
Make developers responsible for costs of the long term water supply	1
Land banking	1
Protection of streams and coastal areas	1
Projected growth will exceed available water	1

Reward system for sequestering carbon	1
Mapping the region's water supply	1
Land purchases to protect habitat and groundwater quality	1
Forestry lands not appropriate for development	1
Define ESAs	1
Dived RLOS into private and crown lands designations	1
Does not indicate areas for protection and how it will protect it	1
Coordinate land use and mobility	
Improve bus service within the region	17
Improve opportunities to walk, cycle and take transit	9
Too many traffic lights of the parkway	1
Employment no longer included in RGS as driver of transportation costs	1
Disapprove cluster subdivision because it is subdivision of rural lands	1
Rural commuter buses	2
Support for regional transportation and land use policies	6
Support E&N Rail for commuter rail	6
Island transit strategy	1
Stop zealous parking attendants	1
Improve access to the highway from Qualicum River Estates	4
Existing walking and bike routes in the region are unsafe (i.e. separate from traffic)	3
More trails between growth centres	1
More population growth will mitigate any reductions in emissions	1
Concentrate housing and jobs in rural village and urban growth centres	
General support for growth centres and containment	7
Concern about housing outside of boundary	1
Limit / stop growth	11
Too many restrictions to prevent development	1
Limit suburban sprawl and inefficient land uses	5
Do not include Foothills development in the GCB	1
Density in RVC does not allow enough room for gardening	1
Not in favour of high or too much density	4
Deep Bay needs to be a Rural Village Centre	2
Agree with policy 4.8 for Rural Village Centres	2
Make sure all needs are provided in walkable distance	1
The RGS only limit electoral area development	1
Meet needs of current population before allowing more growth	1
Continue to improve downtown	1
Control growth, not the developers	1
Need a hospital	1
Protect habitat and greenspaces within urban areas	3
Define what is meant by 'growth'	2
Need to recognize Corcan Meadowood area by name	2
Growth centres need to be marketable	1
Urban design process for village centres	1
Stop the movement of the Growth Containment Boundary	3
Remove growth from name	1
Amend Qualicum Beach GCB	1
Densification will cause social problems	1

Needs to consider higher growth rate	1
All new development needs to include community playground	1
Rural Village Centres considered for future growth	1
Mix of housing only supported in major core areas	1
Concern that dense urban areas expand into rural areas	1
Transit not possible in region	1
Rural Village Centres too big	2
Moratorium on higher density until study of water availability	1
More context for population growth in urban / rural areas	1
Need more focus on health care in OCPs	1
Enhance Rural Integrity	
Need families in rural areas to be stewards of the environment	1
No subsequent development allowed for cluster housing	1
Incorporate community gardens in cluster housing	1
Encourage renewable energy and materials in cluster subdivisions	1
Flexibility for development on ALR land	4
Support for 5.13 – clustering policies	1
Support ALR policies	2
Revisit comments of forest industry being a sunset industry	1
Do not support golf courses	1
Not enough land for gardening in cluster housing	1
Protect rural lifestyle	1
Allow rural lots to be subdivided	2
Do not allow land out of the ALR	4
Subdivide existing Rural Residential before allowing more	1
Allow very small village centres in each neighbourhood	1
Do not support clustering on rural residential lands	4
Do not support destination resorts or resort centres	1
Growth management limits personal freedom	2
Goal violated by building inspection	1
Clustering not on ALR or agricultural land	1
Facilitate the Provision of Affordable Housing	
Support for affordable housing	5
RDN should not address affordable housing, only other levels of government	1
Build more affordable housing	2
Only need to allow higher density	2
Do not support wet houses	2
Incentives for affordable housing	1
Economic Resiliency	
Restricting development is impacting economy	1
Low paying jobs in the 'nodes'	1
Need support for home based business	1
Economic growth at cost of the environment	2
Economic development goals not sufficient (more to attract professional jobs)	1
Food Security	
Support for food security goal	8
Improve urban agriculture policies	8
Encourage people to garden and provide own food	2

Improve community garden policies	3
Section is too long and many policies dealt with in OCPs	1
Support local organic farming	2
More needs to be done to encourage agriculture than just guidelines	1
Make farming more affordable	1
Grow produce on public land	1
Allow small farm animals in Fairwinds	1
Water not addressed	1
ALR maps not accurate for Parksville	1
Pride of Place	
Do not support funding to arts and culture	1
Free access to recreation centres	1
Ban graffiti	1
Change name to 'Sense of Place'	1
Tax money support recreation centres in municipalities	2
Service Efficiently	
Support for servicing efficiency policies	1
Must find way of servicing village centres	1
Sewer and water should not control land use	1
Section 10.7 – Inappropriate for infrastructure to be installed prior to rezoning	1
Mention need of Arrowsmith Water System	1
Water and sewer should remain in public ownership	1
Do not support water and sewer outside of GCB	1
Appropriate use of potable water	1
No servicing for rural village centres	1
Sewer serving to areas near village centres	1
Cooperation Among Jurisdiction	
Improve cooperation with First Nations	1
Believe municipalities will not follow RGS	1
Win / win solutions	2
Affected electoral area has input	1
Declare water a human right	1
Concern about TILMA	1
Less bureaucracy	6
Need sustainability officer position	1
Municipalities should not have say in rural areas	2
Lobby the Province to base Local Government Act in sustainability	1
Education and Awareness	
Support process / material used in consultation	16
Good work - General support for RGS	21
Answers could be manipulated	1
Education on the achievements of the RGS over time	1
Not enough to advertise for RGS review	4
Need public meeting	1
Too long and difficult to understand	1
Survey does not cover enough topics or suitable options	2
Any regulation also needs education	1
Education needs to be more comprehensive (cost – benefits of decisions)	1

Implementation	
General support for implementation	3
Enforcement required	1
Support for monitoring and reporting	3
'Corrective' actions associated with monitoring	1
Need to implement into zoning	1
No measurable goals associated with monitoring	1
Inventory of all communities to find buildout rate	1
Focus on causes, not the symptoms	1
Amendments	
Make it very difficult to amend the RGS	4
Amendments should only be allowed at specified intervals (i.e. 5 years)	3
Referendum on any amendments	1
Public opinion should take precedence over developers	1
Public consultation needs to be well advertised	1
Concern with changes through OCP being considered as minor amendment	1
Make it a 'living document'	1
Criteria for minor amendment should consider impact on entire ecosystem	1
Criteria for minor amendment should consider GHGs from other jurisdictions	1

APPENDIX 6

List of recommended changes to the April 8, 2011 draft RGS based on public consultation

Draft RGS Section	Page No.	Proposed Change
4.2 Goals 1, 4 and 10		Add additional policies on stronger Integration of Emergency/Disaster Planning under Goals 1, 4 and 10.
2.2	8	Insert a reference to the Mount Arrowsmith Biosphere Reserve.
4.2 Goal 2	18	Reference the endangered Coastal Douglas Fir Zone and relation to Mount Arrowsmith biosphere reserve.
4.2 Goal 2	20	Insert a reference to the Mount Arrowsmith Biosphere Reserve.
4.2 Goal 2	20	Coastal Zone 2.8 Preserve and protect remaining natural segments of the coastal zone by promoting greater public awareness of the importance and sensitivity of coastal areas, <u>wildlife</u> and coastal processes (e.g. geological, environmental and biological). Add new policy <u>2.9 Minimize impacts of development in coastal zones by ensuring use of low impact development.</u>
4.2 Goal 2	20	Include specific recommendations on protecting riparian zones from run-off from farms, industrial areas and housing developments.
4.2 Goal 7	30	Bullet two in introduction. Change “Decline of natural resource sector” to “Significant challenges facing the natural resource sector”
Goal 7	31	Change preamble: In addition, the region should continue to: Support growth in the shellfish aquaculture, agriculture and forestry sectors <u>in a manner that is consistent with the environmental goals of the RGS.</u>
5.2 Implementation	42	Add new policy: Include sustainability and strategic policy implications in discussions and decision-making within development approval processes.
Map 1		Add boundaries of Mount Arrowsmith Biosphere Reserve to Sensitive Ecosystems and Parks map

APPENDIX 7

Timeline of Next Steps Involved in the RGS Review Process

April 8, 2011	Release Draft RGS
April 8 – May 27, 2011	Community Engagement
May 27, 2011	Close of Public Input
May – Early June, 2011	Compilation of Input
June 14, 2011	Report to CoW
June 16, 2011	Report to Sustainability Select Committee
June 28, 2011	first & second Reading
Early September 2011	Public Hearing(s)
Mid September 2011	Refer RGS for Acceptance
Late 2011 early 2012	Third Reading and Adoption



RDN REPORT	
*CAO APPROVAL	
EAP	
COW	✓ June 14/11
JUN - 6 2011	
RHD	
BOARD	

MEMORANDUM

TO: Sean De Pol
Manager, Wastewater Services

DATE: May 31, 2011

FROM: Ellen Hausman
Wastewater Program Coordinator

FILE: 2240-20-NCGS

SUBJECT: Nanaimo Community Gardens Society Agreement –
Greater Nanaimo Pollution Control Centre Greenhouses

PURPOSE

To obtain Board approval to enter into a time limited agreement with the Nanaimo Community Gardens Society to use the greenhouses located on the Greater Nanaimo Pollution Control Centre site at 4600 Hammond Bay Road.

BACKGROUND

The greenhouses located at the Greater Nanaimo Pollution Control Centre were installed when the facility was originally built in 1971-74, and were used to dry sludge produced in the treatment process. With the completion of the dewatering facility in 1992, the greenhouses were no longer required.

For more than 10 years, the Nanaimo Community Gardens Society has been using these greenhouses to grow fruit and vegetable seedlings to support their education programs, which teach people the skills to grow, prepare and preserve local produce. Use of the greenhouses was first formalized by an agreement in 2001, which has since lapsed.

It is anticipated that by August 31, 2013, major expansion and upgrade of the Greater Nanaimo Pollution Control Centre will be underway on site. This will be the first large scale expansion of the treatment facility to occur since its original construction, and will affect all areas of the site. Construction activities will include major excavation work, rock blasting and removal, pipe realignments, and construction of new tankage. These activities could present safety and liability concerns to those using the greenhouses. It is also anticipated that the greenhouses will need to be dismantled or used as a staging area while construction is underway.

As a result of these issues, a new agreement between the RDN and the Nanaimo Community Gardens Society has been prepared and reviewed by Staples McDannold Stewart. The agreement has a fixed two year term from September 1, 2011 to August 31, 2013, after which time, the Nanaimo Community Gardens Society will no longer have access to the greenhouses. A copy of the proposed agreement is attached.

Nanaimo Community Gardens Society has been informed verbally of the proposed new agreement and they have indicated that they will require the full two years in order to investigate alternative arrangements for their greenhouse program.

ALTERNATIVES

1. Enter into a two year agreement from September 1, 2011 to August 31, 2013, with the Nanaimo Community Gardens Society for the use of the greenhouses at Greater Nanaimo Pollution Control Centre.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

There are no financial implications associated with alternative 1. It is anticipated that the use of the greenhouses through to August 31, 2013 will not interfere with the current operations of the facility.

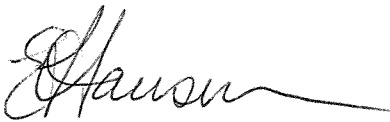
SUMMARY/CONCLUSIONS

Nanaimo Community Gardens Society has used the greenhouses at the Greater Nanaimo Pollution Control Centre for more than 10 years to grow fruit and vegetable seedlings to support their education programs. Use of the greenhouses was first formalized by an agreement in 2001, which has since lapsed.

It is anticipated that by August 31, 2013, major expansion and upgrade of the Greater Nanaimo Pollution Control Centre will be underway on site. Construction activities could present safety and liability concerns to those using the greenhouses, and it is also anticipated that the greenhouses will need to be dismantled or used for a staging area while construction is underway. In order to address these issues, staff recommend that the RDN enter into a two year agreement from September 1, 2011 to August 31, 2013 for the use of the greenhouses by Nanaimo Community Gardens Society, after which time, the Nanaimo Community Gardens Society will no longer have access to the greenhouses.

RECOMMENDATIONS

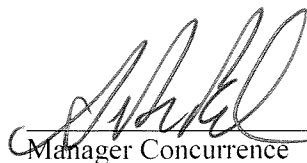
1. That the RDN enter into a two year agreement from September 1, 2011 to August 31, 2013 with the Nanaimo Community Gardens Society for the use of the greenhouses at Greater Nanaimo Pollution Control Centre.



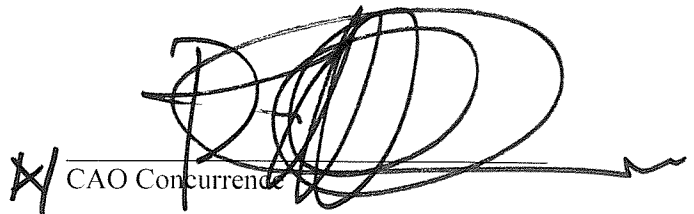
Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

LICENSE TO USE OR OCCUPY

THIS LICENSE ISSUED the _____ day of, _____ 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:

NANAIMO COMMUNITY GARDENS SOCIETY
271 Pine Street
Nanaimo, B.C.
V9R 2B7

(hereinafter called the "Society")

OF THE SECOND PART

WHEREAS:

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

Lot 1, Plan 26263
District Lot 51, Wellington Land District

(the "Lands").

Located at 4600 Hammond Bay Road, Nanaimo, B.C. and more commonly known as the Greater Nanaimo Pollution Control Centre.

AND WHEREAS the Society wishes to use and occupy those portions of the facility on the Lands known as the greenhouses and shown on Schedule A attached hereto, hereinafter called the "Premises".

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the rents, covenants, agreements and conditions to be performed and observed by the Society:

1. The Regional District hereby grants the Society a license to occupy and use the said Premises for the sole purposes of training in the use of greenhouse cultivation of domestic garden plants.
2. The Society agrees that it is the sole responsibility of the Society to determine the suitability of the Premises for its intended use and occupation.

3. The Regional District grants this license for a period of two (2) years from and including September 1, 2011 to and including August 31, 2013 (the "Term"), subject to the terms and conditions herein set forth. Upon expiry of the term or earlier termination of the agreement, the Society shall vacate the land and premises without notice.
4. The Regional District hereby reserves to itself from the grant and the covenants made by it to the Society under section 1 above the right for the Regional District, its agents, employees, contractors and subcontractors to have full and complete access to the Premises and Lands to carry out any operations associated with the Regional District's use of the Lands.

RENT AND RESPONSIBILITY FOR EXPENSES

5. The Society agrees to pay the Regional District upon the execution of this License, the rent of One Dollar (\$1.00) for the Term herein granted, the receipt of which is hereby acknowledged.
6. It is intended by the parties that the Premises 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 Premises 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.
7. The Society shall ensure that all invitees and sub-licensees adhere strictly to all rules and regulations posted, instructions issued by employees of the Regional District and/or otherwise included in this License and to advise all invitees and sub-licensees accordingly. Failure to adhere to, or comply with the provisions of this paragraph may result in the termination of this License and may include the invoicing of costs incurred by the Regional District.

INSURANCE MAINTENANCE, RISK AND INDEMNITY

8. 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 or uses the Premises or any part thereof at the expense of the Society:

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 Premises or otherwise howsoever rising out of the operations of the Society or any person conducting business or activities from the Premises, to the limit as may be reasonably required by the Regional District from time to time but, in any case, of not less than Two Million (\$2,000,000.00) Dollars in respect to injury or death to a single person and in respect of any one accident concerning property damage.

9. The policy of insurance shall contain a clause providing that the insurer will give the Regional District thirty (30) days written notice in the event of cancellation or material change.
10. The Regional District shall be named as an additional insured under such liability policy or policies of insurance.

11. It shall be the sole responsibility of the Society to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfil its obligations under this License. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
12. Any buildings, furniture, equipment, machinery, fixtures and improvements placed on the Lands or in or about the Premises by the Society shall be entirely at the risk of the Society.
13. The Society agrees to maintain the Premises and the improvements therein 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 Premises.
14. The Society shall exercise the greatest care in the use and occupation of the said Premises and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
15. The Society shall not permit liquor, beer or any other alcoholic beverages on or in the said Premises.
16. 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.
17. The Society shall report all damages to the Premises and improvements thereon and the Lands to the Operations Supervisor, Wastewater Services.
18. 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 or occupation of the Premises, 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 Premises which may be required by authorities or associations unless due to the use or occupation of the Premises by the Society.
19. The Society agrees to indemnify and save harmless the Regional District, its elected and appointed offices 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 or occupation of the Premises during the Term of this License or any breach of this License. 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.

INSPECTION

20. The Regional District and its employees, servants and agents may at any time and from time to time during the Term of this License enter the Premises 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 thirty (30) days of the giving of that notice, well and truly repair in accordance with that notice.

USE, ASSIGNMENT AND SUBLETTING

21. The Society agrees to not use the Premises for any purpose other than as a community greenhouse.
22. The Society shall not permit any other person, group or organization not named in this License to use or occupy the said Premises without prior written authorization from the Operations Supervisor, Wastewater Services. Authorization granted by the Operations Supervisor shall be attached to this License prior to any use of occupation of the Premises by any other person, groups or organization.
23. In no event shall any assignment, or sub-licensing to which the Regional District may have consented relieve the Society from its obligations to fully perform all the terms, covenants and conditions of this License on its part to be performed.
24. Under any assignment or sublicense consented to by the Regional District, the Society shall require that the sub-licensee or assignee agree to be bound by all of the Society's obligations under this License.

APPROVALS

25. No provision in this License 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 License.

RELATIONSHIP OF PARTIES

26. 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 Licensor and Licensee.

SOLE AGREEMENT

27. This License 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 License.

REMOVAL OF IMPROVEMENTS

28. All improvements and all articles of personal property constructed, owned or installed by the Society at the expense of the Society on the Premises, 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 License.
29. If the Society does not remove the property which is removable by the Society pursuant to Paragraph 28 prior to the end of the Term or the sooner termination of this License, 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 dispose of the property at its sole discretion, and the cost of such removal will be a debt due to the Regional District and paid by the Society forthwith to the Regional District.

REPAIRS

30. The Society must repair and maintain the Premises, in good condition. If the Society fails to repair or maintain the Premises in accordance with this Licence, the Regional District may, by its agents, employees or contractors enter the Lands and make the required repairs or do the required maintenance and the cost of the repairs or maintenance is a debt due from the Society to the Regional District. In making the repairs or doing the maintenance the Regional District bring and leave upon the Lands the necessary materials, tools and equipment and the Regional District is not liable to the Society for any inconvenience, annoyance, loss of business or other injuries suffered by the Society by reason of the Regional District effecting the repairs or maintenance.
31. If the Society fails to do anything required of the Society under this Licence, (the " Society Requirement") the Regional District may fulfill or complete the Society Requirement at the cost of the Society and may, if necessary, by its agents, employees or officers enter into the Land to fulfill in complete the Society Requirement. The Society releases the Regional District, its elected officials, appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Society may have against any or all of them in respect of an act of the Regional District under this section except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Regional District, its elected and appointed officers, employees and agents.

DEFAULT AND EARLY TERMINATION

32. 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 if the Premises are abandoned for more than thirty (30) days, then by law the Regional District may at its option forthwith re-enter and take possession of the Premises immediately 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 Premises.
33. If during the Term hereof, any of the goods or chattels 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 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, 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 Premises 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 License 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.
34. Either party to this Agreement may terminate the Agreement at any time upon thirty (30) days notice in writing to the other party. If the Regional District exercises this right of termination then it may recover possession of the Premises in accordance with paragraph 28.

APPLICABLE LAW, COURT LANGUAGE

35. This License shall be governed and construed by the laws of the Province of British Columbia.
36. The venue of any proceedings taken in respect of this License 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.

CONSTRUED COVENANT, SEVERABILITY

37. All of the provisions of this License are to be construed as covenants and agreements. Should any provision of this License be or become illegal, invalid or not enforceable, it shall be considered separate and severable from this License 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.

TIME

38. Time shall be of the essence hereof.

NOTICE

39. All notices or 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
Attention: Manager, Wastewater Services

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

Nanaimo Community Gardens Society
271 Pine St.
Nanaimo, B.C.
V9R 2B7
Attention: Chairperson

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

40. 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.

41. 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.

42. 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.

WAIVER

43. The failure of either party to insist upon strict performance of any covenant or condition contained in this License 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.

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

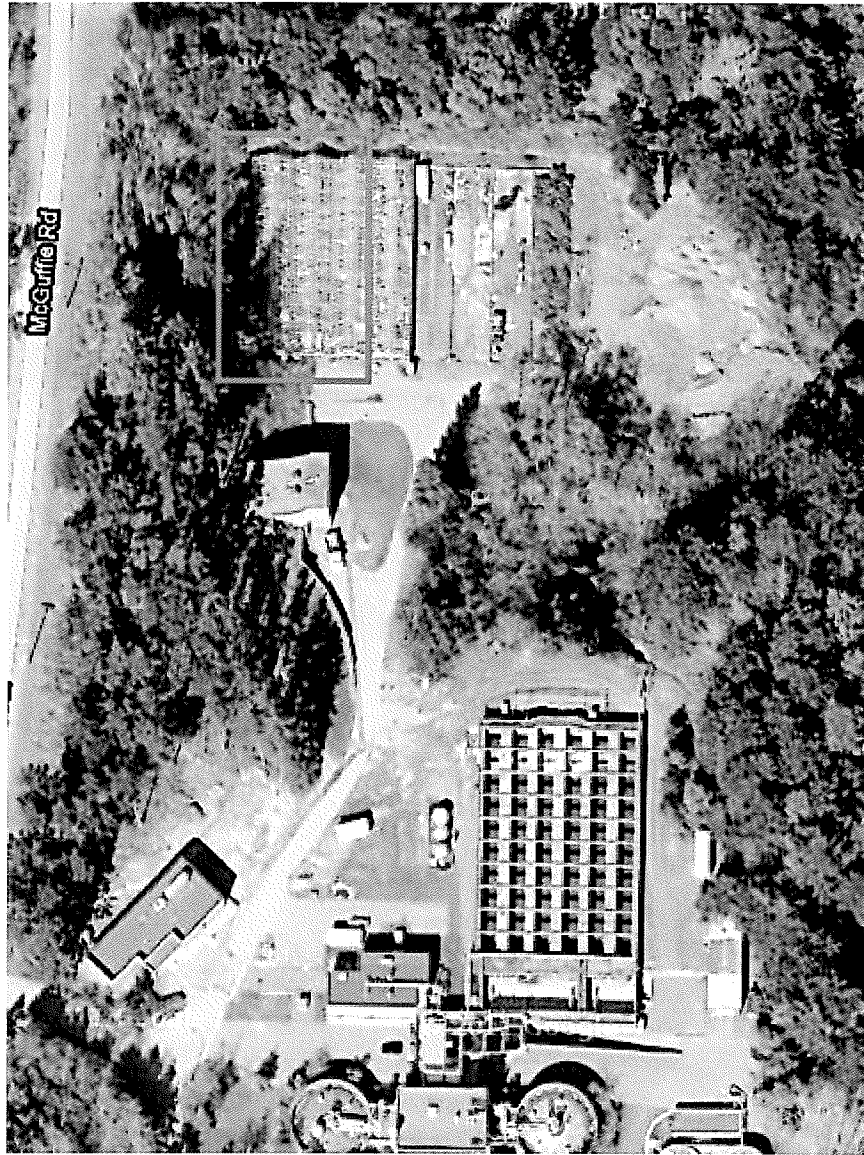
REGIONAL DISTRICT OF NANAIMO)
)
by its authorized signatories:)
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_____)
Chairperson)
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_____)
Senior Manager, Corporate Administration)

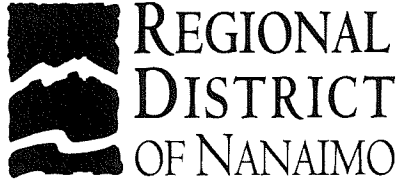
NANAIMO COMMUNITY GARDENS SOCIETY)
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by its authorized signatories:)
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SCHEDULE "A"

**AERIAL PHOTO OF THE GREENHOUSES AT
GREATER NANAIMO POLLUTION CONTROL CENTRE**

The greenhouses highlighted within the red box will be licensed for use by the Society under the terms of this agreement.





RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
JUN - 1 2011	
RHD	
BOARD	

MEMORANDUM

TO: Mike Donnelly
Manager of Water Services

DATE: May 26, 2011

FROM: Christina Metherall
Drinking Water and Watershed Protection Coordinator

FILE: 5600-07

**SUBJECT: Drinking Water and Watershed Protection - Water Budget Project
Expenditure of Reserve Funds**

PURPOSE

To obtain Board approval to utilize Drinking Water and Watershed Protection (DWWP) reserve funds for the Water Budget Project.

BACKGROUND

In April 2011, the Board approved the Watershed Snapshot Report 2010. The Watershed Snapshot Report guides the implementation of the DWWP program by identifying key issues and concerns regarding water resources in the Regional District of Nanaimo and providing a set of key recommendations to address these concerns. The report identifies that a key priority for community members and technical experts is to better understand local water resources in order to ensure that there is enough clean water for human, environmental, and economic needs both today and in the future. To address this priority, it was recommended that a Water Budget be developed for each of the region’s major water regions.

In order to properly protect water and related land resources, it is essential to understand the dynamics of surface and groundwater. Much like a household budget looks at a family’s total income and then provides guidance on how much can be spent by looking at expenses today and in the future, a Water Budget looks at how much water enters a watershed, how it’s stored (ie., soils, aquifers, streams, lakes, recharge areas), how water moves between these elements, and how much water leaves. A Water Budget creates a ‘picture’ of the natural system and assesses the water that is available against what the RDN is using today and also what is needed for the future.

Water budgets can be used to:

- assist with long term, region-wide water supply master planning;
- evaluate the cumulative effects of land and water uses within watersheds;
- provide a watershed scale framework for site scale studies (e.g. evaluation of a sewage & water system plan at a subdivision scale);
- improve our understanding of how to protect the ecological health of the region;
- help make informed decisions regarding the design of monitoring programs; and
- assist in setting targets for water conservation.

The Water Budget project has been developed with direction from the DWWP Technical Working Group consisting of provincial staff, academics and local technical experts, and with guidance from other jurisdictions. Technical experts have advised to begin by developing a simple ‘Conceptual Water Budget Model’ that provides a basic understanding of the physical flow system for each water region across the RDN and helps identify key data gaps. If there are concerns about how much water is available in a particular area, a more detailed study with more complex science in a smaller geographic area would be recommended.

Initially evaluating water resources at a region-wide scale ensures that each watershed or Electoral Area receives a suitable level of analysis and that allocation of funds for future work or study are grounded in scientifically based decisions. There are also significant economies of scale and a strong technical rationale for evaluating water budgets region-wide.

Given the importance of this project and the complexity of the local natural water systems, the Technical Working Group recommended that the RDN allocate sufficient resources to the Water Budget project. Based on discussions with provincial staff and a review of similar projects in other jurisdictions, it has been determined that a budget in the order of \$200,000 would be appropriate for this assessment. The current 2011 budget for this project is \$80,000 (using both Water Budget and the related Aquifer Characterization funds). With this information, staff are recommending approval for the utilization of up to \$107,000 currently in DWWP reserves for the Water Budget project.

ALTERNATIVES

1. The Board approve the utilization of up to \$107,000 from the Drinking Water and Watershed Protection Reserve Fund Expenditure Bylaw No. 1608.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

The Board support of alternative one will allow the Water Budget Project to proceed at this time. The full utilization of these funds will exhaust the \$107,000 in reserves. The reserves are not allocated within the Financial Plan and are therefore available to augment projects such as the development of the Water Budgets. If the project is not funded from reserves, and cannot proceed, it will either be deferred, or progress incrementally over several years. Incremental progression would be inefficient for this type of project and result in greater long term expenses. As the Water Budget Project provides the foundation for further monitoring and activities as outlined in the Watershed Snapshot Report 2010, a modification to the project schedule would require the revision of the Snapshot Report work plan.

SUSTAINABILITY IMPLICATIONS

The development of Water Budgets will support improved land use decision making and sustainable management of the water resource.

CONCLUSIONS

The Water Budget project will be used to better understand local water resources in order to sustainably manage the water resource. The existing budget for this project is not sufficient. It is recommended that up to \$107,000 from the DWWP reserves be allocated to this project.

RECOMMENDATION

That the expenditure of up to \$107,000 from the Drinking Water and Watershed Protection Reserve Fund Expenditure Bylaw No. 1608 be approved to support proceeding with the Water Budget Project.



Report Writer



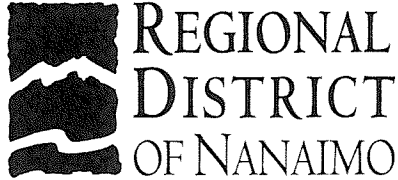
Manager Concurrence



General Manager Concurrence



CAO Concurrence



RDN REPORT	
X/	CAO APPROVAL
EAP	#/#
COW	✓ 14-July-11
JUN - 7 2011	
RHD	
BOARD	

MEMORANDUM

TO: Dennis Trudeau
General Manager of Transportation and Solid Waste Services

DATE: June 4, 2011

FROM: Carey Melver
Manager of Solid Waste

FILE: 5360-46

SUBJECT: Cedar Road Bioenergy Facility Expansion Agreement

PURPOSE

To obtain Board approval for a fifth amendment to the existing Development Agreement with Cedar Road Bioenergy Inc. to allow for an expansion of their landfill gas utilization facility at the Regional Landfill.

BACKGROUND

In 2005 the Board approved Development and Operating Agreements with Cedar Road Bioenergy Inc. (formerly Cedar Road LFG) to provide for the design, construction and operation of a facility at the RDN Landfill to generate electricity using landfill gas as an alternative fuel source. In 2006, 2007, 2008 and 2009 the Board approved four amending agreements to the Development and Operating Agreements with Cedar Road Bioenergy to respond to various changes with respect to the project schedule and other requirements.

In March 2009 the BC Bioenergy Network and Cedar Road entered into an agreement to establish a virtual collaborative development and demonstration centre where technology suppliers, small to medium sized local governments, and other stakeholders would identify best practices for sustainable landfill gas-to-energy projects at small to medium landfill sites in BC. Given that bioenergy from landfill gas is entirely dependent on the gas collection system, in July 2009 the RDN became a party to the collaboration agreement. In 2010 the partners agreed to change the name of the Collaborative Development and Demonstration Centre to the Nanaimo Bioenergy Centre.

Project Status (Phase 1)

Cedar Road Bioenergy (Cedar Road) is a clean energy company that specializes in harvesting methane from landfill gas and converting it into usable energy. Cedar Road has completed a \$3.8 million, 1.3 megawatt power plant that is the first of its kind in Canada to utilize methane from a small-to-medium-sized landfill for sale to the electricity grid and potentially for transportation fuel and thermal heating. The Cedar Road facility utilizes existing commercially available Jenbacher generators from General Electric in an innovative modular concept that allows for phased expansion of the 633 kilowatt modules as needed.

In 2009 Cedar Road entered into a 20 year Electricity Purchase Agreement under the BC Hydro Standing Offer Program. The commissioning process started with the first 633 kW genset entering the Electricity Purchase Agreement in November 2009 with a Commercial Operation Date of December 1, 2009. The second 633 kW genset entered the Electricity Purchase Agreement June 2010 and reached commercial operation in December 2010.

Facility Expansion (Phase 2)

Under the Development and Operating Agreements, while the RDN makes landfill gas (LFG) available to Cedar Road, Cedar Road takes the sole risk regarding technology performance, fuel supply reliability, debt financing and project equity requirements. With respect to fuel supply, the quantity of landfill gas that the RDN provides to Cedar Road has been less than forecasted in 2005. Due to the variability in fuel supply, as well as issues associated with leachate temperature swings in the landfill gas collection field and BC Hydro distribution line interruptions, Cedar Road has identified the need to buffer and mitigate interruptions associated with the supply of landfill gas.

To increase utilization efficiencies Cedar Road proposes to expand the facility to include the following elements:

- LFG storage facility;
- Battery electricity storage facility;
- LFG cleaning/processing systems;
- Above grade geothermal system;
- Thermal waste heat recovery system; and,
- LFG processing and compression plant to produce compressed natural gas grade fuel.

As this expansion will increase the royalty payable to the RDN under the Operating Agreement, staff has directed RDN legal counsel to prepare the attached Fifth Amending (Facility Expansion) Agreement to the existing Development Agreement for Board consideration.

This Facility Expansion Agreement allows the facility to expand as outlined above under the same terms and conditions as the Development Agreement. Under the Development Agreement the RDN agrees to supply LFG from the RDN landfill to Cedar Road. In return Cedar Road agrees to:

- Design and construct the Facility Expansion at its sole expense in accordance with the design objectives set out in the amending agreement;
- Not commence construction until the facility design and performance criteria have been approved in writing by the RDN;
- Submit to the RDN for approval design development drawings and detailed design drawings for approval.

Following execution of the Facility Expansion Agreement (which will allow Cedar Road to obtain financing from various private and government sources including the BC Bioenergy Network) Cedar Road and the RDN agree to amend:

- The Operating Agreement for the operation of the expanded facility;
- The Licence of Occupation for the use of the area at the Regional Landfill occupied by the expanded facility;
- The Waiver of Emissions Rights associated with any reduction in greenhouse gases that may result from the operation of their facility as required under the Project and Transfer Agreement with FCM (in exchange for a \$580,000 grant to construct the landfill gas collection system).

The Facility Expansion Agreement also stipulates that Cedar Road shall not commence any work on the Facility Expansion (other than design work) until it has executed and delivered an Amended Operating Agreement, Option to Purchase, and Waiver of Emission Rights as well as obtaining any necessary development related permits from the City of Nanaimo to permit work in relation to the Facility Expansion.

ALTERNATIVES

1. Approve the Fifth Amending (Facility Expansion) Agreement with Cedar Road Bioenergy Inc.
2. Do not approve the Fifth Amending (Facility Expansion) Agreement with Cedar Road Bioenergy Inc.

FINANCIAL IMPLICATIONS

As reported to the Board in past reports, the only direct costs to the RDN for this project have been engineering and legal services associated with the negotiation of agreements as well as the integration of the RDN collection and flare system with the Cedar Road Bioenergy Facility. These costs are not anticipated to exceed \$150,000 in total and based on Table 1 below will be recovered from Cedar Road’s future royalty payments to the RDN for the use of the gas.

Alternative 1

Under Alternative 1, if the Board approves the Facility Expansion Agreement, under a set of conservative assumptions, the royalty payment (20 percent of the net profit earned by Cedar Road), will increase in 2013 from an estimated \$36,700 to \$68,700. By the time the facility expansion is completed in 2015 the royalty payment will increase more than double from \$40,200 to \$103,700. The following Table 1 illustrates this expected increase in royalty payments.

Table 1: Royalty Payment Comparison

Year	Phase 1 (No Expansion)		Phase 2 (Expansion)	
	Gross Revenue	RDN Royalty	Gross Revenue	RDN Royalty
2011	\$408,548	\$0	\$408,548	\$0
2012	\$426,400	\$0	\$542,400	\$0
2013	\$544,300	\$36,700	\$1,050,200	\$68,700
2014	\$549,800	\$40,000	\$1,142,500	\$94,300
2015	\$555,300	\$40,200	\$1,154,000	\$103,700
2016	\$555,300	\$40,200	\$1,154,000	\$103,700
2017	\$555,300	\$40,200	\$1,154,000	\$103,700
2018	\$555,300	\$40,200	\$1,154,000	\$103,700
2019	\$555,300	\$40,200	\$1,154,000	\$103,700
2020	\$555,300	\$40,200	\$1,154,000	\$103,700

Alternative 2

Under Alternative 2 the royalty payment will remain at \$40,200 for the term of the agreement.

SUSTAINABILITY IMPLICATIONS

There are far reaching positive implications for regional sustainability associated with the Nanaimo Bioenergy Centre. These are best stated in relation to the content of the Board’s Strategic Plan for 2010-2012: *Integrated Solutions for a Sustainable Future*. In general the Strategic Plan recognizes the need to focus on implementation. This project is an exemplary case of turning innovative ideas into action on the ground. The Nanaimo Bioenergy Centre will use proven technology in new ways to meet community energy needs from a clean, renewable source while generating skilled jobs and enhancing environmental performance. Consequently approval of the Facility Expansion Agreement will go towards meeting the Board’s strategic objectives related to Climate and Energy as well as Economic Resilience.

SUMMARY/CONCLUSIONS

In 2005 the Board approved Development and Operating Agreements with Cedar Road Bioenergy Inc. (formerly Cedar Road LFG) to provide for the design, construction and operation of a facility on the RDN Landfill to generate electricity using landfill gas as an alternative fuel source. Under the Development and Operating Agreements, while the RDN makes landfill gas (LFG) available to Cedar Road, Cedar Road takes the sole risk regarding technology performance, fuel supply reliability, debt financing and project equity requirements.


Cedar Road has completed a \$3.8 million, 1.3 megawatt power plant that is the first of its kind in Canada to utilize methane from a small-to-medium-sized landfill for sale to the electricity grid and potentially for transportation fuel and thermal heating. In 2009 the RDN joined the BC Bioenergy Network and Cedar Road to establish a virtual collaborative development and demonstration centre (Nanaimo Bioenergy Centre) where technology suppliers, small to medium sized local governments, and other stakeholders would identify best practices for sustainable landfill gas-to-energy projects at small to medium landfill sites in BC


Due to the variability in fuel supply, as well as issues associated with leachate temperature swings in the landfill gas collection field and BC Hydro distribution line interruptions, Cedar Road has identified the need to buffer and mitigate interruptions associated with the supply of landfill gas. To increase utilization efficiencies Cedar Road proposes to expand the facility to include: an LFG storage facility; a battery electricity storage facility; an LFG cleaning and processing system; an above grade geothermal system; a thermal waste heat recovery system; and, an LFG processing and compression plant to produce compressed natural gas transportation grade fuel.

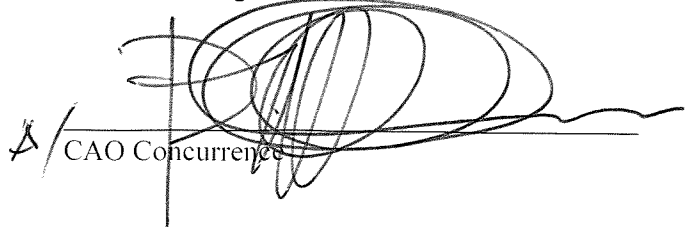
In view of the fact that an expanded Nanaimo Bioenergy Centre will meet the Board's strategic objectives related to climate and energy as well as economic resilience, staff recommend that the Board approve the Facility Expansion Agreement with Cedar Road Bioenergy Inc.

RECOMMENDATION

That the Board approves the Fifth Amending (Facility Expansion) Agreement with Cedar Road Bioenergy Inc.


Report Writer


General Manager Concurrence


CAO Concurrence

FIFTH AMENDING (FACILITY EXPANSION) AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2011.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "RDN")

OF THE FIRST PART

AND:

CEDAR ROAD BIOENERGY INC.

(Inc. #A0065860)
Box 852 Station A.
Nanaimo, BC V9R 5N2

(the "IPP")

OF THE SECOND PART

WHEREAS:

- A. The RDN and Suncurrent Industries Ltd. ("**Suncurrent**") entered into a Development Agreement dated July 21, 2005 which was assigned to the IPP operating under the name Cedar Road LFG Inc. by agreement dated November 2, 2005;
- B. The RDN and IPP, operating under the name Cedar Road LFG Inc., entered into an Operating Agreement, dated November 2, 2005;
- C. The Development Agreement and Operating Agreement were amended by an Amending Agreement dated October 26, 2006, by a Second Amending Agreement dated November 27, 2007, by a Third Amending Agreement dated June 12, 2008 and by a Fourth Amending Agreement dated March 30, 2009;
- D. Cedar Road LFG Inc. was continued into British Columbia under the name Cedar Road Bioenergy Inc. on October 21, 2010.
- E. The IPP has entered into an energy purchase agreement with B.C. Hydro dated November 27, 2009 and achieved commercial operation on December 1, 2009 for the first electrical genset and December 8, 2010 for the second genset to sell 1.3 MW of electricity to B.C Hydro;
- F. The IPP has entered into an agreement with the B.C. Bioenergy Network and the RDN to develop a collaborative and innovative demonstration centre at the RDN Landfill to help disseminate best practices for sustainable landfill gas-to-energy projects to other small-to-medium-sized landfills;

- G. The IPP now wishes to construct additional works for the purpose of expanding the Facility by adding the following:
- (a) LFG storage facility;
 - (b) Battery electricity storage facility;
 - (c) LFG cleaning /processing systems;
 - (d) Above grade geothermal system
 - (e) Thermal waste heat recovery system; and
 - (f) LFG processing and compression plant to produce compressed natural gas (CNG) grade fuel;

for the purpose of increasing utilization efficiencies which is intended to increase the royalty payable to the RDN under the Operating Agreement.

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

1.0 DEVELOPMENT AGREEMENT

1.1 The Development Agreement is amended as follows:

- (a) Section 1.1 is amended by:
 - (i) adding a definition of "Amended License Area" as follows:

"Amended Licence Area" means the area shown substantially on Schedule F.
 - (ii) adding a definition of "Amended Operating Agreement" as follows:

"Amended Operating Agreement" means an amendment to the Operating Agreement to govern the operation of the Facility upon the completion of the Facility Expansion.
 - (iii) adding a definition of "Facility Expansion" as follows:

"Facility Expansion" means the Phase II expansion of the Facility as more fully described in the Design Brief (Phase II) including the following:

 - (a) LFG storage facility;
 - (b) Battery electricity storage facility;

- (c) LFG cleaning/processing systems;
- (d) Above grade geothermal system;
- (e) Thermal waste heat recovery system; and,
- (f) LFG processing and compression plant to produce compressed natural gas (CNG) grade fuel

- (iv) adding a definition of "Design Brief (Phase II)" as follows:

"Design Brief (Phase II)" means the Design Brief Phase II as prepared by Cedar Road Bioenergy Inc. and dated the 3rd day of May, 2011 and as described in Part 1 of Schedule E to this Agreement;

- (v) adding a definition of "Facility Phase II Completion Date" as follows:

"Facility Phase II Completion Date" means the 31st day of December, 2014;

- (b) by adding a new section 1.11 as follows:

"A reference to the IPP shall be deemed to be a reference to the IPP whether operating under the name Cedar Road LFG Inc. or Cedar Road Bioenergy Inc."

- (c) by adding a new section 2.0A as follows:

"2.0A FACILITY EXPANSION

2.0A.1 Design

- (i) The IPP shall at its sole expense design the Facility Expansion in accordance with the design objectives set out in Schedule E;
- (ii) The IPP shall not commence construction of the Facility Expansion unless the Facility design and performance criteria have first been approved in writing by the RDN;
- (iii) The IPP shall submit to the RDN for approval design development drawings and detailed design drawings certified and sealed by a professional engineer for the Facility Expansion for approval which approval shall not be unreasonably denied or delayed;
- (iv) The RDN shall not require the design of the Facility Expansion to deviate from the design objectives of the Design Brief (Phase II).

2.0A.2 Construction

- (a) Construction of the Facility Expansion shall be carried out in accordance with section 2.3(a) and 2.3(d) of this Agreement, with reference to the Facility deemed to be a reference to the Facility Expansion; and

(b) The IPP shall at its sole expense commence to proceed actively with the work in accordance with section 5.16 of this Agreement, construct the Facility Expansion in accordance with the Construction Requirements set out in Schedule E, Part 2 and complete the Facility Expansion by the Facility Phase II Completion Date.

(c) The IPP shall at its own expense design, install and construct all services required in connection with the Facility Expansion by the Facility Phase II Completion Date.

2.0A.3 Cooperation

Section 2.4 of this Agreement shall apply to the development of the Facility Expansion.

2.0A.4 Option to Purchase to Include Facility Expansion

The parties shall amend the Option to Purchase Agreement granted by the IPP to including the Facility Expansion.

2.0A.5 Waiver of Emission Rights

The parties shall amend the Waiver of Emission Rights to include a waiver by the IPP of any emission reduction rights or emission offsets arising from the design, construction and operation of the Facility, to the extent required to enable the RDN to comply with its obligations under the Project and Transfer Agreement, on terms satisfactory to the Green Municipal Corporation.

2.0A.6 LFG Control Plant

The RDN shall at its cost modify the LFG Control Plant as reasonably required to facilitate the ongoing operation of the Facility and the Facility Expansion, provided that such modification shall not be made unless the design is first reviewed and approved by the IPP in writing.

- (c) Section 4.1(a) is amended by:
 - (a) adding the following: "and Amended Operating Agreement" to the end of the paragraph.

- (d) Section 5.1 is amended by:
 - (i) adding the following as section 5.1(a.1) after paragraph 5.1(a):
 - (A) "(a.1) Upon preparation of a reference plan, the RDN shall amend the licence referred to in paragraph (a) to include the Amended Licence Area to permit site preparation work for the Facility Expansion. Licence will be needed with Amended Operating Agreement"
 - (B) amending 5.1(b) to add the words "and Facility Expansion"

after "Facility".

- (e) A reference to the Facility or the work in all other sections of the Agreement shall be deemed to include the Facility Expansion.
- (f) Section 5.13(a) "Indemnity" is amended by deleting the second paragraph, and replacing it with the following:
 - "The IPP will indemnify and save harmless the RDN from any and all liability of any kind arising from the construction of the Facility or Facility Expansion including the connection of the Facility or Facility Expansion to the LFG Control Plant of the RDN, or by reason of liens for non payment of labour or materials in connection with the Facility or Facility Expansion."
- (g) Section 5.16 "Notice to Proceed" is amended by renumbering it as paragraph (a) and adding the following paragraph (b)
 - "(b) The IPP shall not commence any work on the Facility Expansion (other than design work or other work with the express written permission of the RDN) until:
 - (i) it has executed and delivered an Amended Operating Agreement, Option to Purchase and Waiver of Emission Rights as contemplated under this Agreement; and
 - (ii) any necessary development permit from the City of Nanaimo has been obtained to permit the work in relation to the Facility Expansion."

2.0 REFERENCE

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

3.0 RATIFICATION

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

4.0 TIME

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

Signature page follows as page 6 and forms part of this Agreement.

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

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

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

SCHEDULE "E"

DESCRIPTION OF FACILITY

PART 1

PHASE II FACILITY

The Phase II Facility, owned, constructed, maintained, and operated by Cedar Road LFG Inc, shall include all works associated with the Phase II Facility, located at the RDN Landfill, for the purpose of generation and transmission of electricity.

The Phase II Facility shall be an extension of the Phase I Facility (collectively called the "Facility") and shall not adversely impact the operation of the Phase I Facility.

The Phase II Facility elements shall include the following elements:

- LFG storage facility;
- Battery electricity storage facility;
- LFG cleaning / processing systems;
- Above grade geothermal system;
- Thermal waste heat recovery system; and
- LFG processing and compression plant to produce compressed natural gas (CNG) grade fuel.

The Phase II Facility expansion shall be constructed within the Amended Licence Area within a fenced compound area.

The Phase II Facility shall conform to RDN bylaws and applicable codes and regulations. In addition, no adverse environmental impacts or impacts to the LFG Collection System shall result from the operation of the Facility.

PART 2 – CONSTRUCTION REQUIREMENTS

PHASE II FACILITY

The Phase II Facility project objective is to increase utilization efficiencies associated with the Phase I Facility and demonstrate other landfill gas utilization technologies, while maintaining the paramount objective of the LFG Collection System; the optimized collection and destruction of methane gas.

The design of the Phase II Facility shall include, but is not limited to, the following objectives:

- Ongoing methane destruction efficiency greater than 98 percent (volumetric basis);
- minimized risk of environmental releases or impact during the construction, operation, maintenance, and decommissioning of the Phase II Facility;
- minimized impact to daily operation of the RDN Landfill;
- condensate management and connection to the RDN Landfill leachate collection system; and
- integration with the existing LFG Control Plant

PART 3: CONSTRUCTION SCHEDULE

PHASE II FACILITY

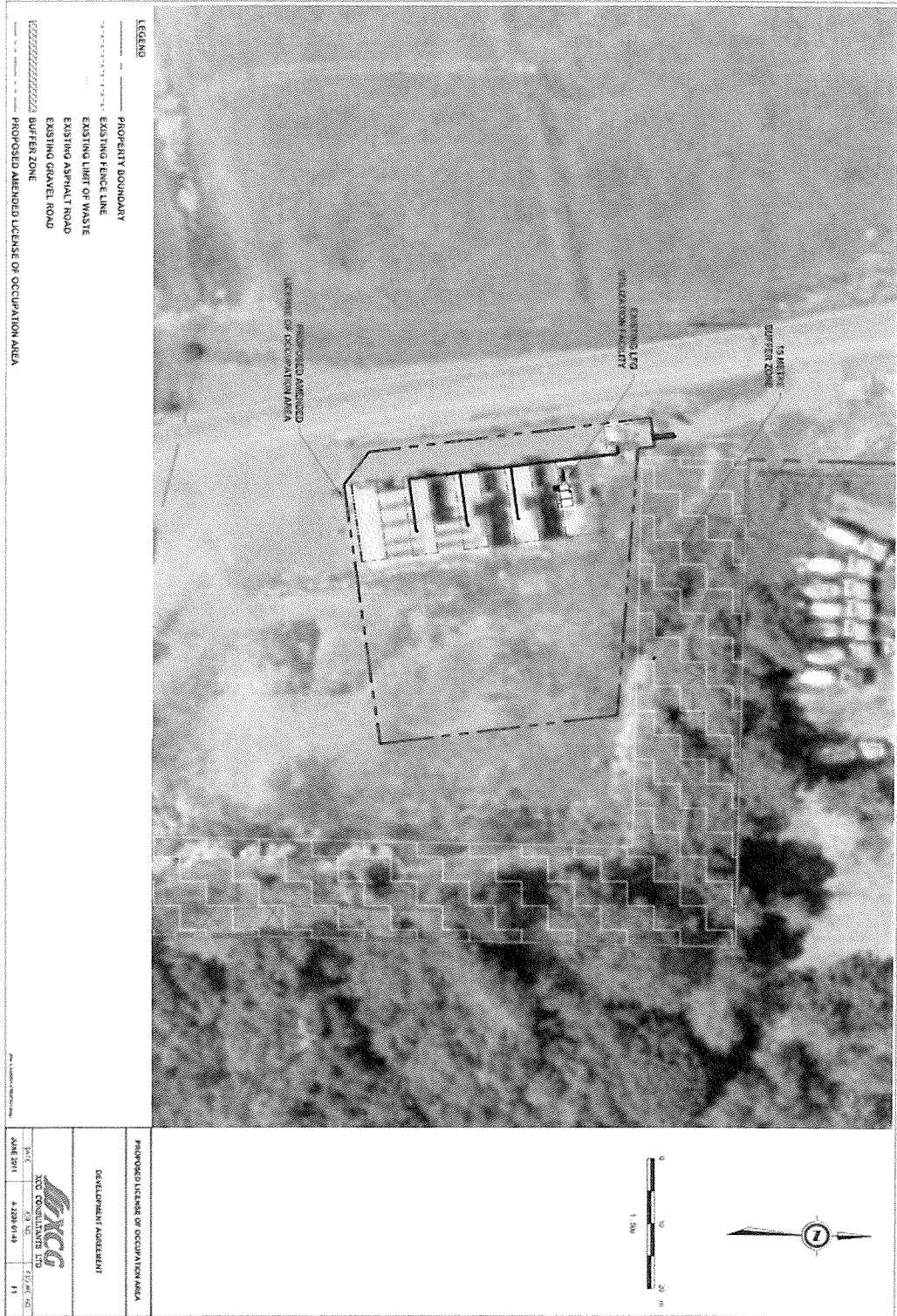
Construction Phase

The Construction Phase shall be undertaken incrementally for each element associated with the Phase II expansion of the Facility commencing in 2011, with a completion date of December 2014.

The construction schedule for each element is as follows:

- LFG storage facility (2011);
- Battery electricity storage facility (2011-2012);
- LFG cleaning / processing systems (2011-2012);
- Above grade geothermal system (2011-2012);
- Thermal waste heat recovery system (2012-2013); and
- LFG processing and compression plant (2013–2014).

SCHEDULE "F"





RDN REPORT	
CAO APPROVAL	
EAP	
COW	✓ 14-June-11
JUN - 7 2011	
RHD	
BOARD	

MEMORANDUM

TO: Carol Mason
Chief Administrative Officer

DATE: June 7, 2011

FROM: Dennis Trudeau
General Manager of Transportation and Solid Waste

FILE: 1280-01

SUBJECT: Electric Vehicles

PURPOSE

The purpose of this report is to outline what would be necessary to allow low speed, neighbourhood zero emission vehicles to travel on roads within electoral areas within the Regional District of Nanaimo (RDN).

BACKGROUND

Changes in the British Columbia Motor Vehicle Act regulations give municipalities the authority to create a bylaw, which would allow low-speed, neighbourhood zero emission vehicles (NZEVs) on streets with speed limits no greater than 50 km/hr.

On November 3, 2008, Qualicum Beach adopted a bylaw that authorized the use of NZEVs on public highways within the municipality. The bylaw is a component of the plan for Qualicum Beach citizens to reduce greenhouse gas emissions and become carbon neutral by 2012.

Parksville has indicated that they may be interested in allowing NZEVs in their community as well. They have noted that a portion of a major roadway that connects their community is in Electoral Area 'G' (Appendix A). If Parksville passed a bylaw allowing NZEVs in their community they would be unable to travel on the portion of Highway 19A that is in Electoral Area 'G' unless the speed limit was reduced to 50 km/hr. As a result the Board passed the following motion on April 26, 2011.

That staff prepare a report that looks into the authority of the RDN to regulate the use of electric vehicles on roads in electoral areas.

The RDN does not regulate vehicle types permitted on road right-of-ways or speed limits. The Ministry of Transportation and Infrastructure (MOTI) has the authority to set speed limits in the electoral areas. If the RDN wanted a roadway speed limit altered they could submit a request to the MOTI.

ALTERNATIVES

- 1. That staff be directed to send a letter to the Ministry of Transportation and Infrastructure to request a change of the speed limit of the section of Highway 19A that is in Electoral Area 'G' to 50 km/hr.
2. That the Board provide alternate direction to staff.

FINANCIAL IMPLICATIONS

There are no financial impacts to Alternative 1.

SUSTAINABILITY IMPLICATIONS

Taking steps to maximize the use of NZEVs in the Regional District of Nanaimo represents strong movement toward the Board's vision for a sustainable future. In particular, doing so will help stabilize and ultimately reduce greenhouse gas emissions from transportation and offer the potential to create opportunities for environmentally sustainable economic development as businesses and industries catering to electric vehicles concentrate in the region.

Transportation related emissions in the Regional District of Nanaimo (including member municipalities) totaled over 580,000 tonnes of carbon dioxide equivalent (CO₂e) in 2007. This is, by far, the greatest source of emissions in our regional communities. A key strategy to reduce transportation related emissions is to make the use of zero emission vehicles more feasible throughout the region. This includes low-speed, NZEVs as well as bicycles.

In order for low speed NZEVs to be permitted on public roads, the speed limit for those roads must be 50 kilometres per hour or less. In addition to enabling lower speed vehicles, slower, calmer traffic also yields safer, more comfortable cycling conditions. In the case at hand a 50km/h speed limit along the Highway 19A corridor through Parksville and Electoral Area 'G' will improve cycling connectivity between central Parksville and the beaches, resorts and other community amenities surrounding Rath Trevor Park.

SUMMARY

Changes in the *British Columbia Motor Vehicle Act* regulations give municipalities the authority to create a bylaw, which would allow neighbourhood zero emission vehicles (NZEVs), with speed limits no greater than 50 km/hr., on streets.

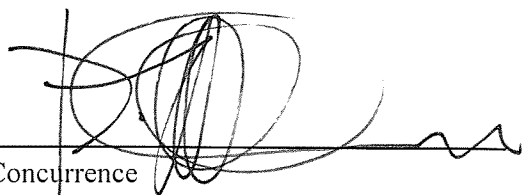
Parksville has indicated that they may be interested in allowing NZEVs in their community but have noted that a portion of a major roadway that connects their community is in Electoral Area 'G.' The Ministry of Transportation and Infrastructure (MOTI) has the authority to set speed limits in the electoral areas. If the RDN wanted a roadway speed limit altered they could send in a request to the MOTI. Changing the speed limit on Highway 19A will improve the connectivity of the community and enable the increased use of NZEVs, which would reduce transportation related emissions.

RECOMMENDATION

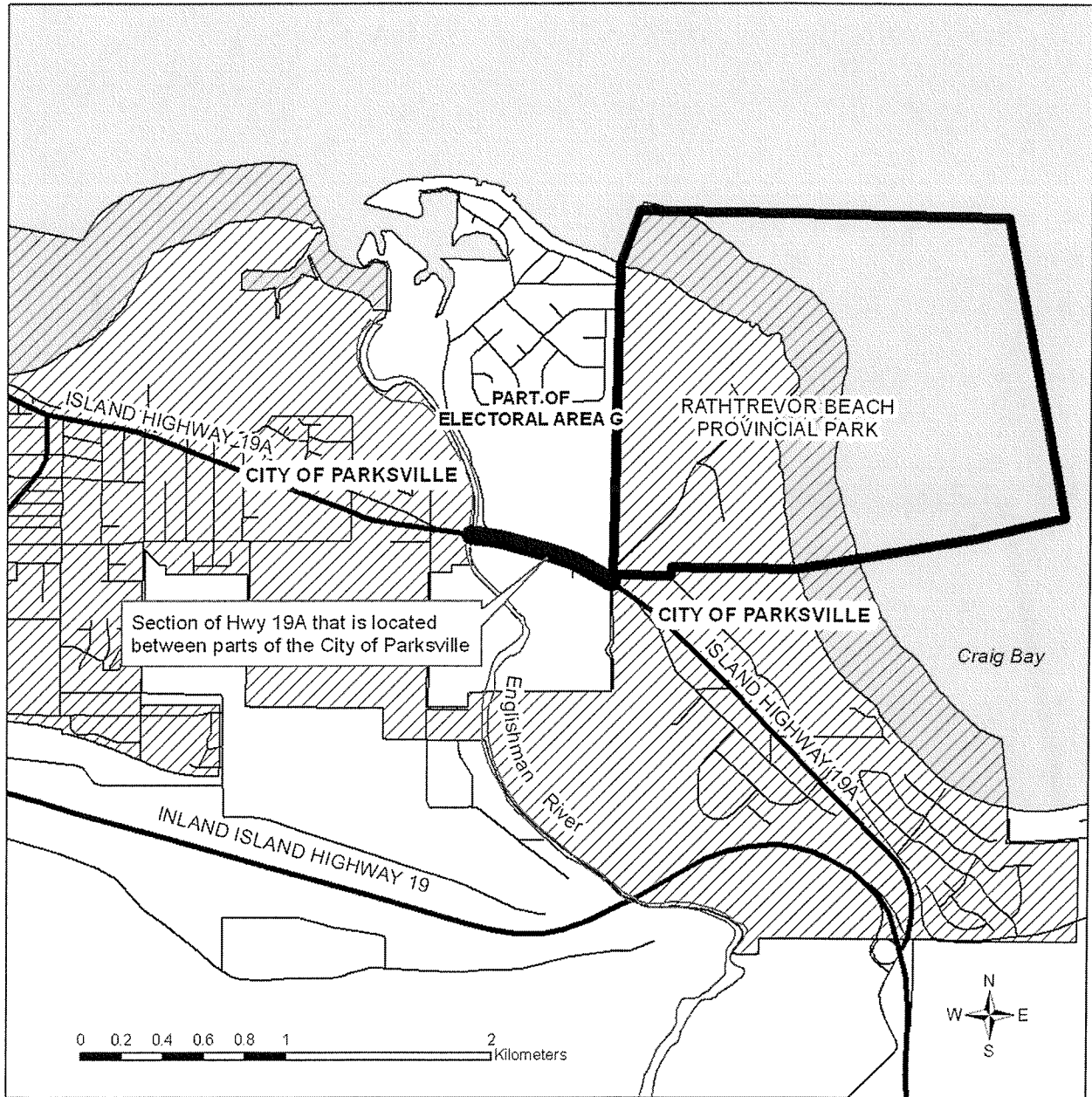
1. That staff be directed to send a letter to the Ministry of Transportation and Infrastructure to request a change of the speed limit of the section of Highway 19A that is in Electoral Area 'G' to 50 km/hr.



General Manager


X/CAO Concurrence

APPENDIX A





Town of Qualicum Beach

**MINUTES OF THE MEETING OF THE
ARROWSMITH WATER SERVICE (AWS) MANAGEMENT BOARD
HELD ON TUESDAY, APRIL 26, 2011 9:00 AM
AT THE PARKSVILLE COMMUNITY AND CONFERENCE CENTRE**

Present:

Director Joe Stanhope, Chair	Regional District of Nanaimo
Director George Holme	Regional District of Nanaimo
Carol Mason	Regional District of Nanaimo
Councillor Marc Lefebvre	City of Parksville
Fred Manson	City of Parksville
John Finnie	Regional District of Nanaimo
Mike Squire	City of Parksville
Bob Harary	City of Parksville
Mayor Teunis Westbroek	Town of Qualicum Beach
Councillor Barry Avis	Town of Qualicum Beach
Mark Brown	Town of Qualicum Beach
Bob Weir	Town of Qualicum Beach
Wayne Moorman	Regional District of Nanaimo
Bev Farkas	Recording Secretary

CALL TO ORDER

J. Stanhope called the meeting to order at 9:05 am and introduced Board members and staff.

MINUTES

MOVED M. Lefebvre, SECONDED B. Avis, that the minutes from the meeting of the Arrowsmith Water Services Management Committee held March 17, 2011, be adopted.

CARRIED

REPORTS

AWS Capital Plan (Associated Engineering BC Ltd.)

M. Squire introduced representatives from Associated Engineering; Matt Henney, Keith Kohut and Rick Corbett. Mr. Henney provided a PowerPoint presentation on the Phase 1 Conceptual Plan, budgeting and scheduling for the AWS Englishman River Water Intake, Treatment Facilities and Supply Mains.

The following points were noted:

- The report can now go forward to Department of Fisheries and Oceans and Ministry of Environment.
- Number of areas for ASR look feasible, particularly southern Parksville to Nanoose.
- Cost for ASR \$1.5M for study, \$3.5M for completion.
- Current intake location silts up regularly causing reliability issues for City of Parksville, is within floodplain of river.

AWS Capital Plan Study

MOVED B. Avis, SECONDED M. Lefebvre, that the Arrowsmith Water Service Joint Venturers adopt the report “Englishman River Water Intake, Treatment Facilities and Supply Mains Phase 1 Conceptual Planning, Budgeting and Scheduling Report” dated April 2011, prepared by Associated Engineering.

CARRIED

MOVED M. Lefebvre, SECONDED B. Avis, that the Arrowsmith Water Service Management Board direct the Arrowsmith Water Service Management Committee to proceed with the recommendations in the report.

CARRIED

AWS Communications Strategy

MOVED B. Avis, SECONDED M. Lefebvre, that the AWS Management Board approve the Arrowsmith Water Service Communications Strategy, (as attached to the staff report).

CARRIED

AWS Project Manager

MOVED M. Lefebvre, SECONDED B. Avis, that the Arrowsmith Water Service Management Board approve the new position of “AWS Program Manager,” effective immediately.

CARRIED

MOVED M. Lefebvre, SECONDED B. Avis, that the AWS Management Board authorize the AWS Management Committee to direct the Operator, (City of Parksville), to appoint and employ a qualified AWS Program Manager, such appointment subject to approval of the AWS Management Board.

CARRIED

MOVED B. Avis, SECONDED M. Lefebvre, that the Operator be reimbursed from the AWS Operating Budget for AWS Program Manager compensation and expenses directly attributable to AWS activities.

CARRIED

QUESTIONS

The Chair opened the floor to questions.

John Mansell asked if the Town of Qualicum Beach wellfields are drawing from the Little Qualicum River. B. Weir responded that the town has no water license on the Little Qualicum River and has not been required to obtain one.

Tom Davies (Chartwell) asked what Qualicum Beach's suggested 6% interest of the AWS represents. B. Weir responded that the difference from the initial 13.7% interest represents the change in wellfield capacity since the formation of AWS.

Jim Lettic (Area F) asked about DCCs paying for future water. J. Finnie responded that the RDN will be reviewing their bulk water DCC's, but that they are in place for French Creek Bulk Water Service Area and Nanoose Bay Peninsula Bulk Water Service Area. F. Manson indicated that Parksville has \$6M and both the RDN and Qualicum Beach added that they could have their numbers available at their offices.

Faye Smith (MVIHES) asked about supply issues with ASR and if other areas have used this process, is there a risk to the aquifer in that it will be affected so water already in the aquifer will always need treatment? R. Corbett responded that the process was developed 20-30 years ago and there are approximately 200 systems worldwide, with the Waterloo area being Canada's only system presently. In general the costs are approximately 1/10 the cost of building a reservoir. The risks are very low if the right conditions are met.

Elaine Hofer asked how to obtain the complete report. C. Mason replied that the complete report will be on the website for download or hard copy available on loan in the offices of the RDN, Town of Qualicum Beach and City of Parksville.

Scott Tanner (Town of Qualicum Beach) asked for clarification of the budget; are the Communications Strategy and the AWS Manager position both operational expenses? Mr. Tanner also asked if the land acquisition is two separate purchases and if existing wells are part of AWS. B. Harary confirmed that they are both operational expenses and added that the Water Treatment Plant land is adjacent to the City of Parksville's Public Works office and a different site will be acquired for the intake; the proposed location is a city park. J. Finnie added that all existing wells will remain owned and operated by current owners and will not be part of AWS which will own and operate only the intake, the treatment plant, some trunk water mains and ASR.

Paul Reitsma asked if the land acquisition had been jeopardized by information leaked previous to the purchase. J. Finnie replied that the land was actually purchased for less than budgeted for and was not aware of any compromise.

Gerard Archambault (Parksville) asked if the ASR would be a located in a closed aquifer. R. Corbett explained that the bottom and top would be closed with semi-permeable sides.

Tim Pritchard (Qualicum Beach) asked about financing and the cost of inflation. J. Stanhope advised that all borrowing would be done through Municipal Financing Authority and that there was a significant possibility for senior government financing.

M. Henney noted that the Water Treatment Plant could be built in stages, modules added as more water needed. The intake and conveyance infrastructure will be built for full capacity and more pump capacity, etc. could be added at a later date.

Peter Simpkin (Parksville) asked how projections will be effected if ASR is not selected. R. Corbett responded that the plant would then be made bigger, he is relatively confident that some ASR is feasible.

Brad Bird (Oceanside Star) asked if the annual impact on taxpayers is known. J. Stanhope indicated that there is no firm answer at this time. Mr. Bird asked if ASR is being explored at this time or if there are firm commitments. R. Corbett responded that experts have looked at the information and the next phase is exploration (\$1.5M) followed by development (\$3.5M).

F. Smith (MVIHES) indicated that the Mid Vancouver Island Habitat Enhancement Society is currently characterizing watersheds and asked if this will compliment the study. R. Corbett responded that there have been meetings with the society and the work being done will compliment AWS plans.

Mary Brouillette (Qualicum Beach) asked about government funding – when to apply and can it continue? C. Mason responded that the RDN is putting an application forward to Gas Tax Strategic Priority Funding as the project meets criteria for Innovative Funding. It is anticipated that the funding programs will be going forward; FCM is lobbying to continue funding.

James Craig asked about the impact of moving the intake and habitat mitigation. R. Corbett responded that the impact was considered and that the stretch of river between Highways 19 and 19A are not as productive. He added that the ASR system could reduce water extraction by 50% in the summer. Mitigation research has not been done yet.

Brad Bird (Oceanside Star) asked about the quality of water at present. M. Henney answered that unstable banks can release sediment into the river and produce turbidity which shields pathogens from chlorine treatment.

Trevor Wicks asked what is the relationship between Parksville well supply and a Water Treatment Plant. M. Squire replied that the well water is treated with chlorine; the treatment plant will remove turbidity from the river water.

Jim Mansell asked if there has been an assessment of contaminants in the Englishman River at the point of extraction. R. Corbett answered that it has been considered.

Glen Sucant (French Creek) indicated that infrastructure grants are not available to private water districts. C. Mason replied that the area in French Creek on a private water system is within the RDN bulk water service area and private water customers would not affect grant eligibility for AWS.

Theresa Patterson (City of Parksville) asked if the intake will have an impact on flood control. J. Finnie responded that it will have no connection to flood control. T. Patterson asked about the timing of a new manager and F. Manson said it will be dealt with immediately.

Elaine Hofer asked how well water will be treated and M. Squire replied that VIHA has mandated that surface water supply must be treated, VIHA has not asked for treatment of well water. J. Finnie added that AWS does not include well water – the wells are owned and operated separately by the three respective jurisdictions.

Peter Simpkin (Parksville) asked about the timing of the commitment between the three partners. M. Brown replied that negotiations are underway to amend the agreement expiring on June 30, 2011.

Scott Tanner asked about water licensing – would the Parksville water license be replaced with the AWS license? M. Squire replied that Parksville will be extinguished and only one AWS license will be in place.

Larry asked about the process of treating water. J. Finnie responded that the river water will be treated to reduce turbidity and that disinfection would be a component of a treatment plant.

Mr. DeWitt (Qualicum Beach) asked if Qualicum Beach can obtain another source of water quickly if they reduce their interest in AWS. B. Weir responded that Qualicum Beach was denied a license on Little Qualicum River and it would not be an easy thing to obtain, if at all possible.

Marlys Diamond (Qualicum Beach) voiced concern about the correlation of the Qualicum Beach OCP which plans for 50 years and the AWS report indicating water will be needed within 30-40 years. M. Brown responded that the OCP looked at infrastructure and that council will see water needs meet the OCP. T. Westbroek added that Qualicum Beach wants to work with partners.

F. Manson indicated that Parksville is not prepared to extend the AWS agreement with the existing provision that all three partners must have consent – governance model needs to change.

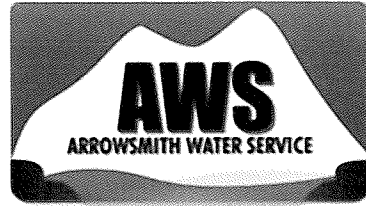
F. Manson advised that a borrowing referendum may go forward at the end of 2013 or early 2014 and will be structured so residents of all bulk water benefitting areas vote in a single referendum. If a referendum fails, treatment of surface water will be still be mandated and the Minister could step in.

ADJOURNMENT

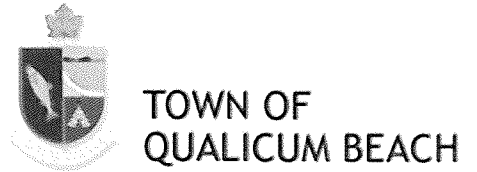
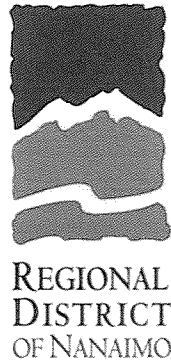
MOVED M. Lefebvre, SECONDED B.Avis, that the meeting be adjourned.
TIME 11:35 AM.

CARRIED

J. Stanhope, Chairperson



Arrowsmith Water Service



COMMUNICATIONS STRATEGY

April 26, 2011

Arrowsmith Water Service Communications Strategy

BACKGROUND AND CONTEXT

Background

In 1996, the Regional District of Nanaimo, City of Parksville and the Town of Qualicum Beach entered into a joint venture agreement as Arrowsmith Water Service (AWS) to construct, operate and maintain the Arrowsmith Dam, storage reservoir and associated water supply facilities. The dam provides storage for a water supply system to service Parksville, Qualicum Beach and the RDN water service areas in Nanoose Bay and French Creek.

The AWS water supply is intended to supplement existing supply sources owned and operated by the individual jurisdictions. The AWS is governed by appointed members from Parksville and Qualicum Beach councils and from the RDN board. Each jurisdiction has secured the following portion of the total allocated AWS water amount:

City of Parksville	63.9%
Regional District of Nanaimo	22.4%
Town of Qualicum Beach	13.7%

The current agreement has been extended until June 30, 2011, to allow for a new governance model to be developed and adopted.

Currently in the AWS service area, about 85 per cent of all drinking water comes from wells. Well capacity has declined in a number of areas. The Arrowsmith Dam is required to address uncertainty regarding the sustainability of groundwater supplies for present and future needs. The Englishman River water provided by the AWS is intended to supplement groundwater supply and is currently only provided on a seasonal basis.

There are many factors contributing to the need to expand the AWS water supply infrastructure. The next phase of the AWS joint venture will be the construction of a new water intake on the Englishman River, water treatment plant and water transmission system. This is required to ensure a reliable year-round supplementary source of water to provide for higher drinking water quality standards and increasing water demands.

The works will be phased and constructed to support each jurisdiction's needs for additional potable water. This will serve to stage the overall capital costs of the project.

COMMUNICATIONS OBJECTIVES AND MESSAGES

The purpose of this document is to define the communications methods and practices that will be required to support the position of the Arrowsmith Water Service partnership and the need for the planned expansion to the drinking water supply which includes a new water intake on the Englishman River and water treatment plant as well as the installation of new water supply lines.

This plan will develop communications objectives and key messages, identify the audience, set a timeline/work plan, budget and assign responsibilities. This plan should guide the communications components of the strategy that will create awareness of the Arrowsmith Water Service and help to educate the residents of the City of Parksville, Regional District of Nanaimo and the Town of Qualicum Beach so they are fully informed.

The education of residents will be a priority, making effective communications critical to achieving understanding by the residents. We will assume that residents' knowledge of the AWS, its history and structure is limited.

COMMUNICATIONS PLAN OBJECTIVES

- Educate the residents of the City of Parksville, Regional District of Nanaimo and Town of Qualicum Beach.
- Create an understanding and awareness of the AWS joint venture partnership agreement, its background, current structure and governance as well as the partners.
- Provide accurate and meaningful information so that stakeholders are informed. Information will be distributed to stakeholders in a consistent manner. Process will be based on mutual respect between all participants and the information and process will be transparent.
- Create a culture that encourages and provides opportunities for the partners of AWS to work collaboratively.
- Foster two-way communications by providing opportunities for stakeholders to raise concerns and for the AWS partners to respond.
- Use all appropriate communications channels to reach the target audiences.

KEY MESSAGES

Purpose

- The AWS exists to ensure an environmentally sensitive use of water to improve domestic water supply and enhance fish habitat. The dam has a positive effect on fish environment. The province guided RDN, COP and TQB to focus on the Englishman River as a joint water source rather than developing separate surface water supplies. The AWS consults regularly with federal and provincial fisheries agencies.
- Importance of groundwater as a good, cost-effective source of drinking water for the AWS partners. Understanding of aquifer storage recovery (ASR) - benefits and risks.
- Understanding of Vancouver Island Health Authority policy and guideline changes (BC Drinking Water Protection Act) to ensure water quality.
- Understanding by the residents of an approval process.

Partnership

- Explanation of the joint venture agreement.
- Recognition of prudent and responsible decision making by the AWS partners to ensure a supplemental source of AWS water for the future.

Planning and process

- Expansion of the current water supply infrastructure will include construction of a new water intake on the Englishman River, water treatment plant and water transmission system. This will provide greater reliability and security and respond to increasing water demands.
- The locations for the water treatment plant and new intake facility have been chosen to provide balance between environmental concerns, technical suitability, cost and safety.
- Address the impact that additional water demands will have on future water supply.

TARGET AUDIENCES

Communications should be directed to two main audience target groups - internal and external stakeholders. The primary audiences are the residents of the City of Parksville, Regional District of Nanaimo and the Town of Qualicum Beach.

INTERNAL STAKEHOLDERS

- Council and staff of the City of Parksville
- Board of Directors and staff of the Regional District of Nanaimo.
- Council and staff of the Town of Qualicum Beach

EXTERNAL STAKEHOLDERS

General public

- Residents/households of Parksville, Qualicum Beach, French Creek and Nanoose Bay (primary audience)
- Business owners
- Community groups and associations, business related organizations, residents associations, service clubs and others
- Environmental organizations, watershed stewardship groups

Media

- Print - PQB News, Oceanside Star; magazines such as Beacon (Area H) and other community publications
- TV - A Channel, CHEK, Shaw Cable, Oceanside TV
- Radio - The Beach, The Lounge, Wave, Wolf, CBC, CHLV
- Online publications

Other Levels of Government

- Ministry of Environment
- Department of Fisheries and Oceans
- Vancouver Island Health Authority
- Local MLA's and MP's
- School District #69

COMMUNICATION ACTIVITIES

This communications strategy proposes to use a variety of communications tools to educate the identified audiences.

Backgrounder

- Preparation of background and history, frequently asked questions and answers, fact sheets

Publications

- Informational brochure to be developed for use at public information sessions, available for distribution at municipal offices and RDN. Materials will be made available on the AWS website.
- Educational poster

Media

- News release with backgrounder and follow up news releases as information becomes available.
- Preparation of media kit and briefings to educate media.
- Press conference with all partners available to answer questions.

Advertising

- Consideration should be given to paid advertisements in the newspapers, radio. Other opportunities could include paid channel listings and TV advertisements. Advertisement plan to be developed.

Presentations

- Presentations to senior levels of government (DFO, MoE)
- Presentations to municipal councils and RDN board.
- Presentations for stakeholder groups - community groups, service clubs, business organizations, environmental organizations.
- Includes presentations and forums through which stakeholders are able to come to an informed opinion.

Website

- The AWS website will be updated and used main site for information and updates. www.arrowsmithwaterservice.ca. Website will include background, history, presentations, frequently asked questions/answers and updated links to relevant sites.
- All materials will be made available on the website as pdf's.
- Links from RDN, Parksville and Qualicum Beach websites should be easily accessible.

Local government publications/newsletters

- RDN *Perspectives*, Parksville City News Page, Qualicum Beach *Noteworthy* and others.

Open houses

- Information sessions for the public.

Mailings

- Newsletters, direct mail/letter to residents, unaddressed ad mail
- Single page newspaper inserts
- Insert in utility or tax notices should be considered.

Other publications

- Opportunity to include information in the newsletters belonging to external organizations - ie Chambers of Commerce, environmental organizations, etc.
- Municipal staff newsletters and intranets.

Branding

- Materials, website, advertisements, news releases should have a consistent AWS brand and identity. A new AWS logo will be developed.

Database

- Develop and maintain a centralized database of contact information for stakeholder groups and organizations in the City of Parksville, Regional District of Nanaimo and the Town of Qualicum Beach. This will be used for distribution of news releases, invitations to public presentations and open houses, informational updates, etc.

PLAN IMPLEMENTATION

This schedule covers communications activities for the initial planning phase only, about six months. Other activities will be built into the plan once a budget and an overall timeframe have been determined.

ACTION	AUDIENCE	TIMELINE
Presentation to AWS board meeting	Councils, RDN Board and public	April 26
Engineering Planning Study and a copy of power point summary on AWS website	All	April 28
Complete the Public Information Report and make available to the public on AWS website	All	By mid May
Presentation to RDN Board	RDN Board and public	TBA
Presentation to Qualicum Beach Council	QB Council and public	TBA
Presentation to Parksville Council	Parksville Council and public	TBA
Preparation of backgrounder, FAQ's, information brochure, website updates	All	By mid June
Schedule presentations/open houses for general public	Residents/all	TBA/ASAP
Schedule presentations to stakeholder groups and organizations	Community stakeholders	September and ongoing
Additional information sessions will be held when updated information becomes available.	All	Ongoing

RESPONSIBILITIES

- The AWS website will continue to be maintained on behalf of the AWS partners by the RDN.
- Mike Squire, City of Parksville, Manager of Operations, will be responsible for public presentations.
- Prior to release, the AWS board will approve all collateral materials produced by communications staff.
- Other responsibilities have yet to be assigned.

BUDGET/ESTIMATED COSTS

Anticipated costs to implement the communications strategy will be covered through the current AWS budget. Communications priorities will include information brochures, website updates, display boards, logo redesign, advertising and direct mail. The total costs are anticipated to range from \$10,000 to \$20,000 depending on the communications activities pursued. Costs for specific communications activities will be determined and a budget prepared.

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION REGULAR
MEETING HELD ON THURSDAY, MAY 19, 2011
AT OCEANSIDE PLACE
2:00PM**

Attendance: Reg Nosworthy, Electoral Area 'F', Deputy Chair
Dave Bartram, Director, RDN Board
Michael Procter, Electoral Area 'H'
Jack Wilson, Councillor, Town of Qualicum Beach
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 Communities
Sandra Pearson, Superintendent of Aquatics and Northern Communities
Marilynn Newsted, Recording Secretary

Regrets: Frank Van Eynde, Electoral Area 'E', Chair
Eve Flynn, School District #69
Teresa Patterson, Councillor, City of Parksville

CALL TO ORDER

Deputy Chair Nosworthy called the meeting to order at 2:00pm.

MINUTES

MOVED Commissioner Bartram, SECONDED Commissioner Procter, that the Minutes of the District 69 Recreation Commission meeting held March 17, 2011, be approved.

CARRIED

MOVED Commissioner Procter, SECONDED Commissioner Bartram, that the Minutes of the District 69 Recreation Commission Grant-In-Aid Sub Committee meeting held May 5, 2011, be approved.

CARRIED

COMMUNICATION/CORRESPONDENCE

MOVED Commissioner Procter, SECONDED Commissioner Bartram, that the Correspondence S. Pearson, RDN, to Save On Foods, re: Appreciation Everyone Welcome Swim Session Support, be received.

CARRIED

FUNCTION REPORTS

Northern Community Recreation Services and Ravensong Aquatic Centre Reports

Ms. Pearson presented a brief summary of the Northern Community Recreation Services and Ravensong Aquatic Centre Reports for the months of March and April 2011.

Commissioner Procter requested the Qualicum Foods contact person's information for the Rec Bucks Program so he may investigate further the process of providing funding for families with financial difficulties with the use the Rec Buck Program.

Oceanside Place Reports

Mr. Porteous summarized the Oceanside Place Reports for the months of March and April 2011, for the Commission.

Community Parks and Regional Parks and Trail Projects Reports

Mr. Osborne briefly reviewed the Community Parks and Regional Parks and Trail Projects March and April 2011 reports. He invited Commissioners to the Official Opening of Moorecroft Regional Park to be held Saturday, June 18, in the park. The event will be held around noon.

MOVED Commissioner Procter, SECONDED Commissioner Wilson, that the Reports be received.

CARRIED

Grant Committee Recommendations

MOVED Commissioner Bartram, SECONDED Commissioner Procter, that the following District 69 Recreation Youth Grants be approved:

Community Group	
Arrowsmith Community Enhancement Society - youth sport facility rental	400
Bard to Broadway Society - youth summer theatre facility rental	800
Bard to Broadway Society - Education Series facility rental	1,500
Erik Goetzinger BMX Society Qualicum Beach - gate controls, gate repairs and PA speaker	1,500
District 69 Family Resource Association - youth week event	600
Milner Gardens and Woodland - Shoots with Roots youth camps at VIU marine field station	1,195
Oceanside Minor Baseball - video training equipment	1,500
Ravensong Aquatic Club - pool rental	2,500

CARRIED

Commissioner Bartram raised concerns some organizations, who already receive ministerial funding, may be padding their budgets with the RDN's District 69 Grant-In-Aid funding in addition to District 69 Recreation grant funding. Commissioner Bartram requested staff review the Grant-In-Aid procedure and initiate a cross reference process with to ensure applicants are accurately completing RDN Grant-In-Aid request forms. Commissioner Nosworthy and staff indicated this has taken place and where discrepancies are noted, the applicants have been informed to amend their application or the grant is either denied or the requested amount is not fully granted.

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that a cross reference process be formalized in RDN Grant-In-Aid procedures to ensure applicants are accurately completing RDN Grant-In-Aid request forms and to verify applying organizations meet the criteria for the Grant-In-Aid programs.

CARRIED

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the following District 69 Recreation Community Grants be approved:

<i>Community Group</i>	
<i>Arrowsmith Community Enhancement Society - Coombs Halloween Candy Walk</i>	<i>1,500</i>
<i>Arrowsmith Agricultural Association - padding for indoor court</i>	<i>2,500</i>
<i>Oceanside Building Learning Together – sand; play cars and helmets; play traffic signs</i>	<i>2,500</i>
<i>Nanoose Bay Landscaping Project - landscape materials and irrigation</i>	<i>1,500</i>
<i>Parksville and District Association for Community Living - program and event expenses</i>	<i>1,500</i>
<i>Parksville and District 69 Team - transportation</i>	<i>1,500</i>
<i>Parksville Lions Club - playground maintenance</i>	<i>1,500</i>
<i>Qualicum Beach Lawn Bowling Club - equipment and signage</i>	<i>1,400</i>
<i>Qualicum Beach Historical and Museum Society - children's day event costs</i>	<i>750</i>

CARRIED

MOVED Commissioner Procter, SECONDED Commissioner Wilson, that the Commission not endorse the following grant requests for Board approval as they don't meet grant criteria.

<i>Community Group</i>	
<i>B.C. Senior's games Society- Zone 2- administration</i>	<i>3,000</i>
<i>Parksville Panthers Hockey Club- equipment</i>	<i>1,500</i>

CARRIED

Arrowsmith Community (Area 'F') Recreation Services Agreement 2011-2013

Commissioner Preston stated his possible conflict of interest involving his role with the Arrowsmith Community Enhancement Society and would not participate in discussion and voting on the matter.

MOVED Commissioner Bartram, SECONDED Commissioner Procter, that the Agreement with the Arrowsmith Community Enhancements Society, as provided in Appendix A, covering the term from June 1, 2011, to December 31, 2013, be approved as presented.

CARRIED

District 69 Recreation Services Fees and Charges

Mr. Banman reviewed the District 69 Recreation Services Fees and Charges September 1, 2011 to August 31, 2012, report for the Commission.

MOVED Commissioner Bartram, SECONDED Commissioner Procter, that the 2011-2012 Northern Community Recreation Services Program Fees be approved as provided in Appendix 'A'.

CARRIED

MOVED Commissioner Bartram, SECONDED Commissioner Wilson, that the 2011-2012 program, admission and rental fees for Oceanside Place be approved as provided in Appendix 'B'.

CARRIED

MOVED Commissioner Procter, SECONDED Commissioner Wilson, that the 2011-2012 program, admission and rental fees for Ravensong Aquatic Centre be approved as provided in Appendix 'C'.

CARRIED

MOVED Commissioner Bartram, SECONDED Commissioner Preston, that the Fees and Charges Policy be approved as amended in Appendix 'E'.

CARRIED

Commissioner Nosworthy commented he has been involved in the fees and charges review process many times but wanted to give staff and the Regional District due credit for the work involved in this review. He stated the work done in 2011 was the most comprehensive yet and he congratulated and commended staff on a job well done.

District 69 Recreation Commission Performance Recognition

Mr. Banman reported no applications were received for the May Performance Recognition event. The next event is scheduled to be held in November.

COMMISSIONER ROUNDTABLE

Commissioner Bartram noted on June 4 an *Accessibility Walk for Prostrate Cancer* will be held on the Lighthouse Country Regional Trail and the July 1 Canada Day celebration will include a Bluegrass Festival in addition to the other events normally held during the day.

Commissioner Preston noted the Youth Week, Youth Sports and Games Night program which was held at the Agricultural Activity Centre was very successful. The event was supported by the Coombs Market which donated all the food and refreshments for the participants. The program will be held every Wednesday through to the end of June and will start up again in September.

Commissioner Nosworthy noted the following items in Electoral Area 'F':

- The Afro-Mumanzi World Music Summer Camp scheduled for August 15 is full.
- A 100th Anniversary of Coombs Community group has been formed. One of their projects will be the creation of a Coombs Historical Museum.

Commissioner Nosworthy voiced his appreciation to the Commission for their approval of the additional funding to Electoral Area 'F' which has allowed the addition of a second part time person, which has made a tremendous difference to their ability to move forward with new projects.

Commissioner Nosworthy reported on his attendance at the Advanced Sport Tourism Workshop held on May 18, hosted by Oceanside Tourism. Commissioner Nosworthy stated representatives from all the different sport organizations, hotels/motels and tourism organizations in District 69 attended and were encouraged to put forward their ideas on the subject. He stated, very quickly the gap between sport and tourism was clearly identified and in that regard, a group was formed who are tasked to bridge the gap and to prepare a full report with their recommendations.

Commissioner Nosworthy stated the lack of facilities in the District was clearly identified at the workshop and he requested the subject of a Sportplex, be included as a discussion point at the next Commission meeting to review the status of the project.

Mr. Banman noted, Karyn Doerksen, who has been retained by Oceanside Tourism for the Sport Tourism project, will attend the June Commission meeting to provide an update to the Commission.

Commissioner Preston reminded the Commission of the facilities review process, which is currently underway by the School District. He stated the review's recommendation for the possible closure of Kwalikum Secondary School, has provided an opportunity to invite input from not only Qualicum Beach but all of the District 69 residents to look at not just schools but all facilities in the Community. Commissioner Preston noted the information received could naturally evolve into discussions regarding a Joint Use Agreement between the School District and the Regional District.

In that regard, Commissioner Preston requested at a future meeting the Commission review the history of the Joint Use Agreement between the School District and the Regional District, where it currently sits and how it could be revived.

ADJOURNMENT

MOVED Commissioner Bartram that the meeting be adjourned at 4:00pm.

Frank Van Eynde, Chair



RDN REPORT	
CAO APPROVAL <i>CPW</i>	
EAP	
COW	
APR 21 2011	
RHD	
BOARD	
<i>District 69 Com: May 27 '11</i>	

MEMORANDUM

TO: Dean Banman
Manager of Recreation Services

DATE: April 20, 2011

FROM: Sandra Pearson
Superintendent of Aquatics and Northern Recreation Services

SUBJECT: Arrowsmith Community (Area 'F') Recreation Services Agreement 2011-2013

PURPOSE

To consider renewal of an agreement with the Arrowsmith Community Enhancement Society (ACES) for the provision of local recreation services to Electoral Area 'F'.

BACKGROUND

Since January 2008, some recreation programming services have been provided within Electoral Area 'F' under an agreement with the Arrowsmith Community Enhancement Society (ACES). These localized recreation services are supplemental to the regional recreation services provided through the Northern Community Recreation Service and funded by all of the members of District 69. The existing agreement and related term extensions expires on May 31, 2011

In the fall of 2010, ACES submitted several requests to the Department including a request for additional funding in order to expand their services. The background for the increase was to seek relative parity with the financial resources applied to Electoral Area 'H' which has a dedicated RDN part time programmer located in the area. As part of the 2011 Annual Budget, the Regional Board approved a \$16,000 increase to the contract funding to \$44,000. In the last few months staff met with ACES executive and in conjunction have revised the proposed renewed Agreement attached as 'Appendix A'.

The salient changes to the proposed agreement (Appendix 'A') and the expiring current agreement are as follows:

1. Should the Arrowsmith Community Enhancement Society be unable or unwilling to provide the services, it may seek approval to transfer the contract to a suitable non-profit society operating within Electoral Area 'F'. The Regional District retains the sole right to approve any transfer.
2. The Society shall have full discretion with respect to the method and means of providing the service. I.e. The Society can determine whether it will hire staff.
3. The range of services may include recreation, community development and cultural activities.

FINANCIAL IMPLICATIONS

This new agreement provides funding in the amount of \$44,000 for 2011, with an annual CPI adjustment for years two and three. As reported earlier, the increase to the contract is \$16,000 and has been added to the current Northern Community Recreation Service annual requisition and Five Year Financial Plan. The approximate cost of the increase is \$.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 area offers one of the more affordable areas within the RDN for families to settle. The mix of some decentralized recreation programming within an Electoral Area combined with the overall service of the Northern Community Recreation Service offers an affordable approach to recreation services in District 69.

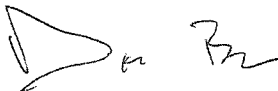
CONCLUSION

The Arrowsmith Community Enhancement Society (ACES) has been providing supplemental recreation services to the residents of Electoral Area 'F' since 2008. The contract service model has proven to be effective and efficient in meeting this community's needs. The attached agreement is amended to reflect an increase in funding to support a continuation and improvements to local recreation offerings. The agreement covers a three year term from June 1, 2011, to December 31, 2013. Annual funding in the amount of \$44,000 is provided for in the adopted 2011 Annual Budget and Five Year Financial Plan, with CPI adjustments in the remaining two years of the Agreement.

Staff recommends approving the agreement as presented.

RECOMMENDATION

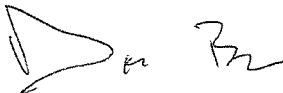
That the Agreement with the Arrowsmith Community Enhancement Society, as provided in Appendix A, covering the term from June 1, 2011, to December 31, 2013, be approved as presented.



Per / Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

Appendix A



AGREEMENT

THIS AGREEMENT made the ___ day of _____, 2011

BETWEEN:

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

(herein after the "Regional District")

OF THE FIRST PART

AND:

ARROWSMITH COMMUNITY ENHANCEMENT SOCIETY
PO Box 94
Coombs, BC
VOR 1M0

(herein after the "Society")

OF THE SECOND PART

1. WHEREAS the Regional District did, by Bylaw No. 861 and subsequent amendments, establish a service known as the Northern Community Recreation Service for the provision of recreation services for the City of Parksville, Town of Qualicum Beach and Electoral Areas 'E', 'F', 'G' and 'H'.
2. AND WHEREAS Section 176(1)(a)(i) of the *Local Government Act* provides that the Board may make agreements for the operation of services;
3. AND WHEREAS the Arrowsmith Community Enhancement Society was incorporated on November 3, 2003, and one of the objects of the Society is to enhance recreational services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, terms and conditions to be hereinafter contained (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

INTERPRETATION

In this Agreement the following terms have the following meanings:

“Board” means the Board of the Regional District of Nanaimo.

“Regional District” means the Regional District of Nanaimo.

“Service Area” means all or a portion of Electoral Area ‘F’.

“Recreation Services” means offering a wide variety of structured and unstructured recreation programs and/or special events and other related recreation, community development and cultural services deemed appropriate by the Regional District Electoral Area ‘F’.

“Recreation Services Plan” means the service plan and budget outlined on Schedule ‘A’ to this Agreement.

“Year End” means the calendar year ending December 31st.

TERM

1. The term (the “Term”) of this Agreement will commence on June 1, 2011, and end on December 31, 2013, unless otherwise terminated as provided herein. The Agreement may be renewed for further Terms at the sole option of the Board.

RECREATION SERVICES

2. The Society shall provide Recreation Services in accordance with the Society’s Recreation Services Plan attached as Schedule ‘A’ and forming part of this Agreement.
3. The Society shall maintain an evaluation program to include the number of residents being served as well as a qualitative and quantitative evaluation of all of the offered recreation programs and services.

SERVICE AREA

4. The Society will, under the terms hereof and subject to any applicable bylaw of the Regional District and any Federal or Provincial enactment, provide Recreation Services solely with Electoral Area ‘F’.

FUNDING AND PAYMENT

5. In consideration of the Society providing the services outlined on Schedule ‘A’, the Regional District will provide funds to support the Society as outlined herein.
6. The funding described herein is subject to the Regional District being satisfied in each year of the Term that the Society has performed in accordance with the plan outlined on Schedule ‘A’ and has satisfied all other terms of this Agreement.



RDN REPORT		
CAO APPROVAL <i>(Signature)</i>		
EAP		
COW		
MAY 24 2011		
RHD		
BOARD		

MEMORANDUM

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: May 5, 2011

FROM: Dean Banman
Manager of Recreation Services

FILE:

SUBJECT: District 69 Recreation Services Fees and Charges –
September 1, 2011 - August 31, 2012

PURPOSE

To seek Regional Board approval for setting the 2011-2012 fees and charges for Oceanside Place, Ravensong Aquatic Centre and Northern Community Recreation Services.

BACKGROUND

As per Policy C2.1 - Recreation Fees and Charges (*Appendix 'E'*) recreation services fees and charges in District 69 are reviewed annually by the Recreation Fees and Charges Sub Committee of the District 69 Recreation Commission. The recreation service fees and charges reviewed include; program fees for Northern Community Recreation Services, attached as *Appendix 'A'*, and admission and rental fees for the Ravensong Aquatic Centre and Oceanside Place, attached as *Appendix 'B' and 'C'* respectively.

An extensive review of the admission rate categories for Oceanside Place and Ravensong Aquatic Centre was completed for the 2009-10 season with minor revisions to categories in 2010. Staff continue to review and monitor the affects these implementations have had, or not had. To date subtle changes are evident but not quantifiable at this time. Specifically in the area of facility admissions as activity at Ravensong Aquatic Centre makes up the vast majority of this category and the facility has just recently re-opened after a six month closure for remediation work.

In regard to changes made to the Policy last year, staff continue to receive consistent feedback from users of all ages regarding their satisfaction and approval regarding the free admittance to admission rate categories of Tots (0-3 years of age) and Golden (80 years of age and older). For the many seniors (60 years of age and older) in District 69, the free Golden category provides additional incentive in staying healthy. The Department has seen an increase in the number of Tots and Golden patrons participating at the facilities since the inception of the new rates, and staff will continue to monitor this situation and other changes.

As scheduled, a full review of all rental rate categories for Oceanside Place and Ravensong Aquatic Centre was carried out in the Spring of 2011 for the 2011-12 season and, along with a few changes to the admission rate categories, Northern Recreation Services and the District 69 Recreation Fees and Charges Policy, is the main focus of this report and review by the Fees and Charges Sub Committee.

As per RDN Policy C2.1 a review of the fees and charges of similar facilities in the mid-Vancouver Island region is required to be taken into consideration when establishing prices for both Oceanside Place and Ravensong Aquatic Centre. The policy does not give specific direction for a direct correlation between RDN facilities and other facilities, but it is implied that local fees and charges will be within an acceptable range with other communities in the area. As the City of Nanaimo is within the boundaries of

the RDN staff monitor Nanaimo rates for comparative purposes. In 2003, the Regional Board also approved recommendations to maintain at minimum, the mid-Island averages. Relevant points regarding the mid-Island averages are further outlined later in the report and details of the mid-Island averages are attached as *Appendix 'D'*.

At the May 3, 2011 meeting of the District 69 Recreation Commission's Fees and Charges Sub-Committee, the Committee recommended for approval the four recommendations listed on page ten of this report.

Key issues and proposed changes regarding the fees and charges for the 2011-12 season are highlighted under various headings and sub-headings as follows:

I. NORTHERN COMMUNITY RECREATION SERVICES

The Northern Community Recreation Services function pertains to the delivery of non-facility based program services throughout District 69. The Fees and Charges Policy outlines the guidelines and processes regarding program service delivery with respect to fees and charges with details of recovery rates, revenue sharing percentages and other related information attached as *Appendix 'A'*.

With respect to the Northern Community Recreation Service function three of the five categories were reviewed and presented as follows:

Program Fees (annual increase)

Each year an annual percentage increase is reviewed and applied to ongoing seasonal programs, although staff have the ability to apply higher percentages to specific programs if the recovery of program costs warrants such increases. Currently, the approved Five Year Financial Plan includes proposed annual increases of 3%.

- 1. It is proposed that the 3% increase continue to be applied through the 2011-12 season for ongoing seasonal programs.**

Recovery Rates

Recovery rates as indicated in *Appendix 'A'* and below in Table 1 are only applied to programs whereby Term Instructors are paid an hourly rate or flat fee. The recovery rates do not apply to programs whereby Term Instructors are paid by revenue sharing percentage ratio, as these types of programs are fundamentally established for cost recovery. Term Instructors who receive a percentage of revenue agree to do so only after specific direct program costs are accounted for from gross revenues. The Term Instructors then receive a percentage of the net revenue, and fees are based on minimum registrations to ensure costs can be recovered. The percentage received by the RDN (30%) offsets the administration fee (15%). This issue had not been clearly outlined in the Policy and has been revised.

Table 1 – RDN District 69 Recreation Program Recovery Rates

Category:	Recovery Rates (%)
Pre-School Programs (5 yrs and under)	100
Children's Programs (Kindergarten-Grade 5)	100
Youth Programs (Grade 6-12)	75
Adult Programs (19 yrs and above)	125
Summer and Holiday Camps	75
Contract Camps	100
Family Programs	75
Leadership Development	75

- 2. It is proposed that the District 69 Fees and Charges Policy be amended to reflect the clear application of recovery rates in relation to Term Instructors paid an hourly rate or flat fee, but not through revenue sharing percentage ratios.**

Administration Fee

The 15% administration fee was established to help offset indirect program costs associated with the administration and operations of the service. These include such items as photocopying, advertising and promotion, interdepartmental administration fee, etc. The administration fee only applies to programs whereby Term Instructors are paid an hourly or flat fee, not a revenue sharing percentage ratio as indicated under *Recovery Rates* above.

In February 2011, the School District increased their rental rates substantially. This will have an adverse effect on program fees to offset the new rental rate. An additional 15% administration fee would likely make the fees unaffordable for many individuals and families; therefore, it is recommended the administration fee be waived for the 2011-12 season. Staff will be meeting with the School District to discuss access and rental charges.

- 3. It is proposed that the administration fee remain at 15% and the fee be waived for all programs that are operated out of the School District 69 facilities for the 2011-12 season.**

II. OCEANSIDE PLACE AND RAVENSONG AQUATIC CENTRE

ADMISSION RATES

Admission Fees (annual increase)

Each year an annual percentage increase is reviewed and applied to facility admissions and rental rates. Currently, the approved Five Year Financial Plan includes proposed annual increases of 3% for facility admissions and rentals. As part of this year's review process, as in past years, a summary of admission rates from other mid-Island recreation departments was completed and is included as *Appendix 'D'*.

After a review of these communities the schedule of admissions fees and rental rates as outlined in *Appendix 'B'* and *'C'* continue to trend as predicted which supports the 3% increase. Sandwiched between two comprehensive reviews for seasons 2009-10 and 2011-12, an endorsement of last Spring's 3% recommendation is the most palatable and maintains the integrity of the three (Oceanside Place, Ravensong Aquatic Centre, Northern Recreation Services) recreation service function budgets.

Table 2 outlines the current mid-Island averages for admission fees as of April 2011, and compares the proposed rates for 2011-12, including the City of Nanaimo. The table identifies the majority of RDN admission fees are now currently above the mid-Island averages with the exception of the Family rate category.

Table 2 - 2011 Mid Vancouver Island Facility Admission Rates

all figures include HST	Children	Youth	Adults	Seniors	Family
RDN Admissions - current for 2010-11	2.97	3.84	5.49	4.29	10.44
Mid Island Averages as of April 2011	2.83	3.68	5.07	4.13	11.38
Difference of RDN Admissions Fees from Mid Island Averages 2011	\$0.14	\$0.16	\$0.42	\$0.16	\$-0.94
RDN Admissions proposed 2011-12	3.06	3.95	5.66	4.42	11.48
% change from RDN 2010 to 2011	3%	3%	3%	3%	10%
City of Nanaimo – current 2010-2011	3.25	4.50	6.25	4.50	12.50
City of Nanaimo - proposed 2011-12	3.25	4.75	6.50	4.75	13.00

Depending on annual review outcomes, particular admission or rental rates may be identified for lower or higher increases. With the exception of Family admissions as noted later in the report, the 3% increase will be sufficient in keeping pace with the mid-Island averages and the majority of operational expenditure increases.

- 4. It is proposed that the 3% increase for the 2011-12 season be applied to all admission rates with the exception of specific admission and rental rates identified later in the report.**

Family Admission Rates

As seen above in Table 1 and *Appendix 'D'* the Family category is currently among the lowest mid-Island communities at \$10.44. In keeping with past recommendations and Board approval in 2003 to maintain at the minimum mid-Island averages and to keep pace with the City of Nanaimo, the Family rate should be increased.

It is recommended the rate be increased by \$1.04 to just above the mid-Island average, which will place the Family rate in a similar position as other RDN rates just above the mid-Island average and position the rate well for the next number of years in keeping pace with other Departmental increases based on the proposed annual 3% increases to Regional District rates. Considering this increase amounts to approximately \$0.25 or less for each individual in a family, this should not pose a substantial financial hardship on families considering the cost if family members were to pay individual rates.

- 5. It is proposed that the Family Admission rate be increased by 10% (approximately \$1.00) to \$11.48.**

Post-Secondary Student Discounts

Currently the Student category pertains to youth between 13 and 18 years of age and any person over 18 years of age is required to pay the adult rate. However, after review of other recreation departments in the area staff have identified a common practice to include individuals over the age of 18 years as students, when a valid student card is presented. The student card must also include picture identification.

Student cards are typically issued when students are enrolled in at least one credited course and additional student fees are charged by the post-secondary institution. Cards are not issued for continuing education courses, but are issued for university courses, students upgrading high school courses and those enrolled in trade programs.

With the shift in the region's industry base where many adults have been returning to school for training in more sustainable jobs, the offering of a discounted rate would contribute in a small way in reducing the financial burden many post-secondary students face and assist them with maintaining healthy lifestyles while attending school. The Regional District has made concentrated efforts in continuing to promote

active living for all ages and implement opportunities for increased participation, and this would be one more way to recognize and support a particular group of individuals. The financial implications for a post-secondary student rate would be relatively minimal; presently it is very rare that post-secondary students inquire or request a discount on the posted admission rate.

- 6. It is proposed that post-secondary students be charged the student admission rate upon proof of a valid student identification card.**

Membership Card Replacement Fee

A \$5.00 replacement fee was implemented at the same time membership cards were integrated. The fee helps to cover the costs associated with administering the replacement of missing cards. The fee had not been included in past Fees and Charges or discussed during past annual reviews.

- 7. It is proposed that the Membership Card Replacement Fee be included in the Fees and Charges Schedule and maintained at \$5.00 for 2011-12.**

“Special Rate” Admissions

The ‘Special Rate’ admissions of \$1.25 for Children and Youth rate categories and \$2.50 for the Adult and Senior rate categories are designed to meet the needs of patrons with limited or fixed incomes and to utilize facilities during non-peak times. The Department provides a number of opportunities for these cheaper rates to attract individuals and families who may otherwise not be able to participate in these recreational pursuits. The rate increased in 2009 from \$1.00 and \$2.00 respectively, at the time coined as “Loonie” and “Twoonie” Swims or Skates.

The City of Nanaimo, although more expensive in almost every other rate category in comparison to the Regional District still maintains a “Loonie” and “Twoonie” rate. Staff have seen a steady increase in the number of patrons who participate in these opportunities that occur quite frequently, almost daily, at Ravensong Aquatic Centre. An all inclusive rate that includes HST and is rounded off to a simple amount is attractive to both users and staff as processing admissions is more efficient as customers tend to bring the exact admission amount making transactions simple.

Although these rates are mostly applied to non-peak facility times or places within facility schedules where time constraints do not allow for a session of full length, costs associated with these facility times are still apparent and increases to ‘Special Rate’ admissions is still necessary. In order to maintain the characteristics of this rate, increases of more than 3% are required. These rates will still be heavily discounted to the regular admission rates and more alternatives for heavy discounts are available through Active Living membership cards. If the proposed increases are adopted, staff recommend holding these new rates until August 31, 2014.

- 8. It is proposed that the “Special Rate” Admissions be increased for Adult/Seniors to \$3.00 and \$1.50 for Child/Youth.**

FACILITY RENTAL RATES

Oceanside Place Winter Adult Prime Rate

Winter Adult Prime rate of \$151.46 is currently well below the mid-Island average of \$167.68 with the City of Nanaimo rate at \$162.40. It is recommended the Regional District rate be more closely aligned with Nanaimo. Due to the significant difference staff have considered a three year phased approach, similar to strategies used in the past. An increase of 4.5% annually over the next three years would

closely align the Regional District rate with the City of Nanaimo. It is not recommended that rates be any higher than the City of Nanaimo.

- 9. It is proposed that the Winter Adult Prime Rate be increased by 4.5% for the 2011-12 season.**

Oceanside Place Minor Non Prime Rate

The current Winter Minor Non Prime rate of \$70.31 is 4% lower than the mid-Island average of \$73.23 and substantially lower (13%) than the City of Nanaimo rate at \$80.64. In keeping with a similar rate difference between the Winter Adult Non Prime rates for the City and the Regional District, it is recommended the Winter Minor Non Prime rate be increased by 4% in 2011-12, which would draw the rate just over the mid-Island average and closer to the City of Nanaimo rate. Staff anticipate similar increases of 4% will be required over three years to keep this rate aligned with the mid – island average and City of Nanaimo rates.

- 10. It is proposed that the Winter Minor Non Prime Rate be increased by 4% for the 2011-12 season.**

Oceanside Place Senior Prime Rates

Senior admission and rental rate categories were established to provide seniors with discounted rates as is common practice in the industry. However, it has been noted during the annual review the Senior Prime rates for the Winter, Shoulder seasons and the Dry Floor rental rate are the same as Adult Prime rates. This is incongruent with other discounted rates; therefore, it would be prudent to change this anomaly.

- 11. It is proposed that the Winter, Shoulder and Dry Floor Senior Prime rates not be increased by the proposed annual 3% for the 2011-12 season.**

Oceanside Place School Rental Rates

School rental rates are redundant as these rates are the same as Minor rates, these rate categories, Minor and School, both pertain to children and youth under 18 years of age. The School Rental rates could be eliminated. The School District would pay the Minor rates thus eliminating duplication and minimizing the number of rate categories necessary. It should be noted the Winter School Rental Prime rate is \$78.11 compared to the Minor Prime rate of \$80.47; therefore, if the change is approved the School District would see an increase of approximately 6% in this one category rather than the 3% annual increase proposed, which amounts to approximately \$4.00 per hour rather than \$2.00 per hour. In reality the impact on schools would be minimal as they very rarely rent the facility during prime time hours.

- 12. It is proposed that the School Rentals Prime rates be deleted from the Oceanside rental rate categories.**

Oceanside Place Set-Up / Tear-Down Rental Rate Category

There exist two rate categories that have been applied through the Class Registration system; however, these rates have not been included on the annual Fees and Charges Schedules for annual review purposes. The two rates include Set-Up and Tear-Down for both Dry Floor and Ice Events with the rate charge out at \$58.02 for the 2010-11 term. The rate has been historically established under the Commercial category to provide a reduced rate for hours that are required to set-up and tear-down, but are not part of the actual event taking place. Subsequently, the rate was applied to other events as well; however, the rate was never added to the Fees and Charges Schedule. It has been determined the Set-Up/Tear-Down rate would be more effectively applied if there were three separate rates under the Winter, Shoulder and Dry Floor seasons. The rate would be applied at the Minor Non Prime rate applicable to each season.

- 13. It is proposed that current Commercial Set-Up rental rate be deleted from the Fees and Charges Schedules and that the three new Set-Up/Tear-Down rates be included in the Fees and Charges Schedules.**

Oceanside Place Revised New Rental Rates

Over the past few years staff have been exploring new and revised packaged rates for particular special events such as Winter Wonderland and casual private rentals. These rates have not yet been included in the Fees and Charges Schedules. One of the key issues has been establishing a rate to include a variety of additional associated costs over and above the regular rental rate for cost recovery purposes. An example would include adding a cost to address the need for additional staff support as Skate Session Leaders due to larger numbers of participants or the handing out of rental skates. In the past, the Department would also staff the front office to accommodate renters who required rental skates due to necessary financial transactions. By establishing package rates, the need for additional office staff is eliminated. These rates have been applied for the last couple of years and have proven successful.

Staff have revised the Winter Wonderland rate categories and added some new rental rate categories for casual rentals of The Pond and the two main ice sheets as highlighted in the Fees and Charges Schedules (*Appendix 'B'*).

- 14. It is proposed that the revised and additional rental rate categories for Winter Wonderland and other special rental packages be approved as revised and included in the Fees and Charges Schedules.**

Ravensong Aquatic Centre Patio Rental

Rental of this area outside the pool facility no longer applies, as of December 2010, the glass partitions surrounding the patio were removed.

- 15. It is proposed that the Patio Rental Rates be removed from the Fees and Charges Schedules.**

Ravensong Aquatic Centre New Minor Rate Category

There are currently four different categories for children and youth as follows: Children's Community Groups and Schools, Youth Community Groups, Swim Club – Children, Swim Club – Youth. Staff are recommending a new category called Minor (similar to Oceanside Place) whereby all rental rates for children and youth (0-18 yrs) are charged the same rate. This would also include schools (elementary, middle, and high schools). A definition for minor rate; "*Organizations that provide services and programs to youth aged 0-18 years*" would be applied. Participation in the group or organization must be open to the public and would apply to school groups (note, this does not include swimming lessons which have an additional swim instructor cost). The new rate is the existing rate for Swim Club – Children, which was higher by approximately \$2.00 per hour than Children's Community Groups rates.

- 16. It is proposed that the existing four rate categories for children and youth are combined into a new Minor rate category and the change reflected in the Fees and Charges Schedule.**

Ravensong Aquatic Centre 'Swim Club – Youth' rate for Special Olympics

The local Special Olympics Swim Club has traditionally been charged the rate for Swim Club – Youth. However, the majority of their patrons are above 19 years of age. In particular this is a Club run by parents and volunteer coaches, who spend a majority of their time on fundraising and an increase from their existing rate to the more accurate Adult Community Group rate would require an annual increase of \$31.74 per hour. Therefore staff recommend that the Club be charged the 2011-2012 Swim Club – Youth

rate until August 31, 2012 with the intention the appropriate rate be applied as of September 1, 2012. This would give the Club an opportunity to look for additional funding and brings this group into alignment with correct application of fees.

- 17. It is proposed that the Special Olympics Swim Club be charged the Swim Club – Youth rate until August 31, 2012.**

Ravensong Aquatic Centre Revision to Adult Community Groups Category

There are currently two different categories for adults as follows: Adult Community Groups and Swim Club – Adult. The first rate is not applied except on rare occasions and the second rate is used for Masters Swim Club. In order to streamline our fees and reduce the number of categories for housekeeping purposes, staff are recommending that the first category is eliminated and the second, slightly higher category is applied to all Adult Community Groups, thus taking on that name.

- 18. It is proposed that the existing two rate categories for adults are combined into a new Adult category and the change reflected in the Fees and Charges Schedule.**

Ravensong Aquatic Centre Physiotherapy Rates

Individual rates charged to physiotherapy clients (through Qualicum Physiotherapy Clinic) are not included in the Fees and Charges Schedules. There are two rates, one charged for private plan clients (i.e. applies to BC Medical Services Plan or direct payment clients) and a slightly higher rate to group plan clients (i.e. applies to ICBC, WCB, RCMP, etc.). Clients sign in at the reception desk upon arrival and the clinic is invoiced by the RDN on a monthly basis. These rates were developed some time ago and staff plan to review similar programs and facilities to aid in setting these individual fees in the future. It is important to include current fees in order to ensure the annual review includes all fees, and a suitable increase is applied.

- 19. It is proposed that the existing fees charged for physiotherapy services are added to the Fees and Charges schedule.**

Ravensong Aquatic Centre Birthday Party Rates

Departmental birthday party packages are developed in the same manner as program offerings. A number of variable costs associated with the parties are considered and a fee established to cover the costs, which include the facility, support staff, food, beverages and other related items. The birthday parties at Ravensong Aquatic Centre were originally added to the Fees and Charges Schedules under rental rates; however, the parties are more suited to the establishment of fees under program development as has been process at Oceanside Place. For consistency it would be preferable to delete the birthday party rate categories from the Fees and Charges Schedule and have the Programmers maintain birthday party packages as programs.

- 20. It is proposed that the Ravensong Aquatic Centre Birthday Party rental rate categories be deleted from the Fees and Charges Schedule and continue to be developed from a program cost recovery process similar to Oceanside Place.**

Ravensong Aquatic Centre Private Lesson Fees

Private swim instruction fees have previously not been listed in the Fees and Charges schedule. There are two options for private swim lessons: (1) individual private lessons with different fees depending on the number of lessons booked, and (2) semi-private lessons with different fees depending on the number of lessons booked. These fees need to be added to the Fees and Charges Schedule to be included for annual review.

21. It is proposed that the existing fees charged for private swim lessons be added to the Fees and Charges schedule.

III. RECREATION FEES AND CHARGES POLICY C2.1

The Recreation Fees and Charges have been amended to capture updated rate structures and other house keeping amendments to help further clarify the Policy. The revised Policy is attached as *Appendix 'E'*

ALTERNATIVES

1. To approve the Northern Community Recreation Services Fees and Charges as per *Appendix 'A'*, the admission and rental fees and charges for Oceanside Place and Ravensong Aquatic Centre as per *Appendix 'B' and 'C'* and the revisions made to Policy C2.1 Recreation Fees and Charges as per *Appendix 'E'*.
2. To not approve the fees, charges and policy revisions as outlined and provide alternative direction.

FINANCIAL IMPLICATIONS:

1. Operational costs continue to increase and include volatile utilities such as gas, water and electricity. Not only are these expenses seen within our own operation of recreation facilities but also in the rental rates we are charged by third parties when RDN recreation programs use other community facilities such as schools and community halls. Similar to our challenges these owners pass on their additional expenses to user groups. Combined with the labour hours required to operate both Oceanside Place and Ravensong Aquatic Centre, operational expenses will continue to increase making it prudent to continue a strategy where smaller percentage increases are consistently maintained and reviewed annually.

The proposed increases to the program, admission and rental fees outlined in *Appendices 'A', 'B' and 'C'* are intended to generate additional revenues to assist in keeping pace with increasing operational costs and aid the burden on tax requisitions. These increases presented in the appendices are set in accordance with the current forecasted Five Year Financial Plan.

2. If the fees and charges are not approved as presented in the report, consideration needs to be given to the direction provided on the Five Year Financial Plan. If a reduction or “freeze” in fees and charges is approved and the volume of rentals and admissions does not increase proportionally, annual surpluses would be negatively impacted. Projected budget surpluses are carried forward to succeeding years and used to help offset increases in tax requisitions and fund operational and capital projects.

SUSTAINABILITY / CITIZEN IMPLICATIONS

Providing affordable access to programs and facilities is paramount for residents to enjoy an active lifestyle. However this affordability is in contrast to the expenses in operating facilities and offering recreation programs. Most local governments commit to subsidizing fees and charges of recreation programs/facilities and have consistently applied a broad based universal amount in the percentages that these subsidies will be. This subsidization is done with the understanding that programs and services provided improve the quality of life to residents, improve the vitality of a community, and ensures healthy and active residents both socially and physically.

Microeconomics of local communities are always considered or at least discussed when rates are being reviewed. However since there are very few quantifiable ways to apply local conditions, changes to fees and charges can be somewhat subjective. As long as the perceived value is deemed beneficial, customers will continue to participate; however, there will be a threshold by which they measure their involvement. If fees surpass ability to pay, curtailment of use will result.

If the proposed increase to fees and charges create a financial barrier to some residents, additional support can be provided through the Financial Access Program provided through the Recreation and Parks Department, and for Children and Youth through the Society of Organized Services. The membership concept implemented last year also provides another option for patrons providing savings while maintaining an active lifestyle.

CONCLUSION

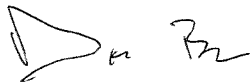
The annual fees and charges for the three District 69 Recreation Functions are required to be set for the upcoming 2011-2012 season. In setting the fees, a variety of factors have been considered, including mid - Island averages from other local governments that provide public recreation services, financial pressures to facility users, increasing operational costs, and projected revenue targets in the Five Year Financial Plan.

At the May 3, 2011 meeting of the District 69 Recreation Commission's Fees and Charges Sub-Committee, the Committee reviewed this report with staff and considered the factors affecting the recommendations. Through a resolution the sub-committee recommended for approval the four recommendations listed below.

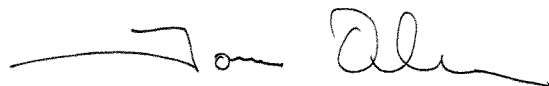
Given the information provided in the report it is recommended the Regional District approve the 2011-2012 program, admission and rental fees for the Northern Community Recreation Services, Oceanside Place, and Ravensong Aquatic Centre functions as outlined in *Appendices 'A', 'B' and 'C'* and that the *District 69 Recreation Fees and Charges Policy* be amended as outlined in *Appendix 'E'*.

RECOMMENDATIONS

1. That the 2011-2012 Northern Community Recreation Services Program Fees be approved as provided in *Appendix 'A'*.
2. That the 2011-2012 program, admission and rental fees for Oceanside Place be approved as provided in *Appendix 'B'*.
3. That the 2011-2012 program, admission and rental fees for Ravensong Aquatic Centre be approved as provided in *Appendix 'C'*.
4. That the Fees and Charges Policy be approved as amended in *Appendix 'E'*.



Report Writer



General Manager Concurrence



C.A.O. Concurrence

APPENDIX 'A'

Northern Community Recreation Services Fees

1. A minimum 3% increase to all on-going program fees effective September 1, 2011, to August 31, 2012; however, a higher percentage may be applied if the recovery of program costs warrants such an increase in fees.
2. For Programs with Program Instructors paid an hourly or flat fee:
 - a. Recovery rate categories for Northern Recreation Services function shall be as follows:

Category:	Recovery Rates (%):
Pre-School Programs (5 yrs and under)	100
Children's Programs (Kindergarten-Grade 5)	100
Youth Programs (Grade 6-12)	75
Adult Programs (19 yrs and above)	125
Summer and Holiday Camps	75
Contract Camps	100
Family Programs	75
Leadership Development	75

- b. The administration fee applicable to programs whereby Program Instructors are paid on an hourly or flat fee shall remain at 15%; however, the fee will be waived during the 2011-12 season for Regional District programs that are operated out of School District 69 facilities.
3. The guideline for the revenue-sharing percentage ratio for Program Instructors (Companies) and the Regional District of Nanaimo agreements shall remain at 70% / 30% respectively.

APPENDIX 'B'

DISTRICT 69 RECREATION FEES & CHARGES 2011-2012 SCHEDULE (totals include HST)

OCEANSIDE PLACE ADMISSIONS				
	2010-11	2011-12	2012-13	2013-14
Tot (0-3)	Free	Free	Free	Free
Child (4-12)	2.97	3.06	3.15	3.24
Student (13-18 or Valid Student Card w/ picture)	3.84	3.95	4.07	4.19
Adult (19-59)	5.49	5.66	5.83	6.00
Senior (60-79)	4.29	4.42	4.56	4.69
Golden (80+)	Free	Free	Free	Free
Family	10.44	11.48	11.82	12.18
Special Rate (Child/Youth)	1.25	1.50	1.50	1.50
Special Rate (Adult/Senior)	2.50	3.00	3.00	3.00
Family w/ Skate Rental	14.94	15.39	15.85	16.33
Child / Youth Skate Rental	1.38	1.42	1.47	1.51
Adult / Senior Skate Rental	2.74	2.82	2.91	2.99
Skate Sharpening (price incl. HST)	5.05	5.21	5.36	5.53
Membership Card Replacement Fee	5.60	5.60	5.60	5.60
OCEANSIDE PLACE RENTALS	2010-11	2011-12	2012-13	2013-14
Tournament Rates				
Minor Tournament	70.31	72.42	74.60	76.83
Adult Tournament	117.87	121.40	125.05	128.80
Senior Tournament	114.80	118.24	121.79	125.45
Commercial Events Prime	162.27	167.13	172.15	177.31
Commercial Events Non Prime	138.24	142.39	146.66	151.06
Winter Rates (September 1 - March 31)				
Minor Prime	80.46	82.87	85.36	87.92
Minor Non Prime	70.31	73.12	76.04	79.08
Adult Prime	151.46	158.28	165.40	172.84
Adult Non Prime	123.76	127.47	131.30	135.24
Senior Prime	151.46	151.46	156.00	160.68
Senior Non Prime	114.80	118.24	121.79	125.45
Hockey / Skating Schools	151.46	156.00	160.68	165.50
Commercial Events Prime	239.80	247.00	254.41	262.04
Commercial Events Non Prime	189.31	194.99	200.84	206.87
Set Up / Tear Down		73.83	76.05	78.33

APPENDIX 'B' - continued

OCEANSIDE PLACE RENTALS	2010-11	2011-12	2012-13	2013-14
Shoulder Season Rates (April 1 - August 31)				
Minor Prime	69.74	71.83	73.99	76.21
Minor Non Prime	59.74	61.53	63.38	65.28
Adult Prime	128.73	132.59	136.57	140.67
Adult Non Prime	105.19	108.35	111.60	114.94
Senior Prime	128.73	128.73	132.59	136.57
Senior Non Prime	101.30	104.34	107.47	110.70
Hockey / Skating Schools	111.40	114.74	118.18	121.72
Commercial Events Prime	220.89	227.51	234.34	241.37
Commercial Events Non Prime	126.21	130.00	133.90	137.92
Set Up / Tear Down		61.53	63.38	65.28
Dry Floor				
Minor prime	50.49	52.00	53.56	55.17
Minor Non Prime	44.17	45.50	46.86	48.27
Adult Prime	69.42	71.50	73.65	75.85
Adult Non Prime	56.80	58.50	60.25	62.06
Senior Prime	69.42	69.42	71.50	73.65
Senior Non Prime	50.49	52.00	53.56	55.17
Hockey / Skating Schools	75.71	77.98	80.32	82.73
Commercial Events Prime	220.89	227.51	234.34	241.37
Commercial Events Non Prime	126.21	130.00	133.90	137.92
Set Up / Tear Down		45.50	46.86	48.27
The Pond				
Ice In Prime	47.97	49.41	50.89	52.42
Ice In Non Prime	41.12	42.35	43.62	44.93
Ice In in conjunction with full sheet	20.55	21.17	21.80	22.46
Ice Out Prime	34.26	35.29	36.35	37.44
Ice Out Non Prime	27.40	28.22	29.06	29.94
Ice Out In Conjunction with full sheet	20.55	21.17	21.80	22.46
Multipurpose Room				
Full Room	37.88	39.01	40.19	41.39
Half Room	18.93	19.50	20.08	20.68
Commercial Full Room	44.17	45.50	46.86	48.27
Commercial Half Room	25.23	25.99	26.77	27.57
Full Room w/ Ice/Floor Rental	25.23	25.99	26.77	27.57
Half Room w/ Ice/Floor Rental	12.63	13.01	13.40	13.81
Day Rate (Full Room)	222.73	229.42	236.30	243.39
Day Rate (Half Room)	111.36	114.70	118.14	121.69
Meeting Room				
Meeting Room	6.01	6.19	6.38	6.57
Meeting Room w/ Ice / Floor rental	6.01	6.19	6.38	6.57

APPENDIX 'B' - continued

OCEANSIDE PLACE RENTALS	2010-11	2011-12	2012-13	2013-14
Facility Rental Packages				
Winter Wonderland Ice Rentals				
Under 50 people - 25 skate rentals - 1 hour	173.60	178.82	184.18	189.71
50 -100 people - 50 skate rentals - 1 hour	225.06	231.82	238.77	245.94
100-200 people - 75 skate rentals - 1 hour	276.52	284.82	293.36	302.16
Under 50 people - 25 skate rentals - 1.5 hours	213.84	220.26	226.87	233.67
50 -100 people - 50 skate rentals - 1.5 hours	265.29	273.26	281.46	289.90
100-200 people - 75 skate rentals - 1.5 hours	316.76	326.26	336.04	346.12
Under 50 people - 25 skate rentals - 2 hours	274.95	283.19	291.69	300.44
50 -100 people - 50 skate rentals - 2 hours	326.40	336.19	346.28	356.66
100-200 people - 75 skate rentals - 2 hours	377.85	389.19	400.86	412.89
Private Ice Rentals - The Pond				
Up to 30 people - 1 hour	107.00	92.36	95.13	97.98
Up to 30 people - 1.5 hours	131.00	117.06	120.57	124.19
Up to 30 people - 2 hours	165.00	163.25	168.15	173.19
Private Ice Rentals - HMA / VKA - Winter				
Under 75 people - 1 hour	N/A	125.81	129.58	133.47
Under 75 people - 1.5 hours	N/A	167.27	172.29	177.46
Under 75 people - 2 hours	N/A	230.17	237.08	244.19
75-200 people - 1 hour	N/A	168.75	173.81	179.03
75-200 people - 1.5 hours	N/A	210.19	216.50	222.99
75-200 people - 2 hours	N/A	294.60	303.44	312.55
Private Ice Rentals - HMA / VKA - Shoulder	N/A			
Under 75 people - 1 hour	N/A	114.77	118.21	121.76
Under 75 people - 1.5 hours	N/A	150.68	155.21	159.86
Under 75 people - 2 hours	N/A	208.08	214.33	220.76
75-200 people - 1 hour	N/A	157.71	162.44	167.31
75-200 people - 1.5 hours	N/A	193.63	199.43	205.42
75-200 people - 2 hours	N/A	272.52	280.69	289.11

Active Living Cards rates for OP and RAC listed under Appendix 'C'

APPENDIX 'C'

FEES & CHARGES 2011-2012 SCHEDULE (totals include HST)				
RAVENSONG AQUATIC CENTRE ADMISSIONS	2010-11	2011-12	2012-13	2013-14
Tot (0-3)	Free	Free	Free	Free
Child (4-12)	2.97	3.06	3.15	3.24
Student (13-18 or Valid Student Card w/ picture)	3.84	3.95	4.07	4.19
Adult (19-59)	5.49	5.66	5.83	6.00
Senior (60-79)	4.29	4.42	4.56	4.69
Golden (80+)	Free	Free	Free	Free
Family	10.44	11.48	11.82	12.18
Special Rate (Child/Youth)	1.25	1.50	1.50	1.50
Special Rate (Adult/Senior)	2.50	3.00	3.00	3.00
Membership Card Replacement Fee	5.60	5.60	5.60	5.60
RAVENSONG AQUATIC CENTRE RENTALS				
2010-11				
2011-12				
2012-13				
2013-14				
Minor Community Groups (0-18 yrs)				
Main Pool	83.72	86.23	88.82	91.48
Whirl-Leisure Pool	41.89	43.14	44.44	45.77
Per Lane	14.21	14.64	15.08	15.53
Pool All	125.61	129.38	133.26	137.26
Swim Club – Youth (Special Olympics 2011-12)				
Main Pool	94.01	96.83	99.74	102.73
Whirl-Leisure Pool	47.00	48.41	49.86	51.35
Per Lane	15.83	16.30	16.79	17.29
Pool All	141.04	145.27	149.63	154.12
Adult Community Groups				
Main Pool	124.82	128.57	132.43	136.40
Whirl-Leisure Pool	62.40	64.27	66.20	68.18
Per Lane	20.92	21.55	22.20	22.86
Pool All	187.23	192.85	198.63	204.59
Commercial				
Main Pool	202.59	208.66	214.92	221.37
Whirl-Leisure Pool	101.30	104.34	107.47	110.70
Per Lane	33.77	34.78	35.82	36.90
Pool All	325.16	334.91	344.96	355.31
Guards				
Additional Guard per 1 hour sessions	38.37	39.52	40.71	41.93

APPENDIX 'C' - continued

RAVENSONG AQUATIC CENTRE RENTALS	2010-11	2011-12	2012-13	2013-14
Private Swim Instruction				
Individual				
Up to 4 lessons @ 30 minutes each	25.76	26.53	27.33	28.15
5 or more Lessons @ 30 minutes each	23.52	24.23	24.95	25.70
Group (up to max. 4 people)				
Up to 4 lessons @ 30 minutes each - 2 person charge	37.35	38.47	39.63	40.82
additional person charge \$12 each		13.44	13.84	14.26
Physiotherapy Rates per client				
Private Plan (BC MSP or direct payment)	8.49	8.74	9.01	9.28
Group Plan (ICBC, WCB, RCMP, etc.)	10.84	11.17	11.50	11.85
Active Living Cards (OP and RAC)				
3 Month				
Child (4-12)	77.17	79.50	81.88	84.34
Student (13-18 or Valid Student Card)	99.88	102.79	105.88	109.05
Adult (19-59)	142.69	147.06	151.47	156.01
Senior (60-79)	111.53	115.02	118.47	122.03
Family	271.40	298.48	307.43	316.66
6 Month				
Child (4-12)	138.90	143.10	147.39	151.81
Student (13-18 or Valid Student Card)	179.79	185.03	190.58	196.30
Adult (19-59)	256.84	264.70	272.64	280.82
Senior (60-79)	200.75	207.04	213.25	219.65
Family	488.52	537.26	553.38	569.98
12 Month				
Child (4-12)	208.35	214.64	221.08	227.72
Student (13-18 or Valid Student Card)	269.68	277.54	285.87	294.45
Adult (19-59)	385.26	397.05	408.96	421.23
Senior (60-79)	301.13	310.56	319.88	329.48
Family	732.78	805.90	830.07	854.98
10X Active Passes (OP & RAC)				
Child (4-12)	26.71	27.52	28.34	29.19
Student (13-18 or Valid Student Card)	34.57	35.58	36.65	37.75
Adult (19-59)	49.39	50.90	52.43	54.00
Senior (60-79)	38.61	39.82	41.01	42.24
Family	93.95	103.32	106.42	109.61
Child (4-12) w/skate rentals	39.11	40.32	41.53	42.78
Student (13-18) w/skate rentals	46.97	48.38	49.84	51.33
Adult (19-59) w/skate rentals	74.09	76.31	78.59	80.95
Senior (60-79) w/skate rentals	63.30	65.22	67.17	69.19
Family w/skate rentals	134.47	138.50	142.65	146.93
Child/Youth skate rentals	12.40	12.80	13.19	13.58
Adult/Senior skate rentals	24.70	25.40	26.16	26.95
Skate Sharpening	45.46	46.87	48.28	49.73

APPENDIX 'D'

**MID ISLAND FEES AND CHARGES OP / RAC ADMISSIONS
 As of April 2011**

	Children	Youth	Adults	Seniors	Family
Mid Island (MI) Averages	2.83	3.68	5.07	4.13	11.38
RDN Admissions – Current	2.97	3.84	5.49	4.29	10.44
RDN Admissions - Proposed 2011-12	3.06	3.95	5.66	4.42	11.48

Light Grey Shade = Lowest Rates

Dark Grey Shade = Highest Rates

Location:	Children	Youth	Adults	Seniors	Family
Campbell River	2.75	3.75	5.50	4.00	11.00
Comox Valley SC	2.50	2.95	5.34	3.85	10.00
Comox Valley AC	2.85	3.40	5.74	4.50	11.50
Cowichan Arena /Aquannis Centre	2.75	3.00	6.15	4.00	12.00
Cowichan Aquatic Centre	2.50	4.00	5.35	4.00	12.00
Fuller Lake	2.75	3.50	5.35	3.75	10.00
Port Alberni	3.00	3.75	5.89	3.75	12.00
Powell River	3.10	4.25	4.49	4.80	11.40
Nanaimo	3.25	4.50	5.84	4.50	12.50

**MID ISLAND FEES AND CHARGES OP RENTALS
 As of April 2011**

	MINOR GROUPS			ADULT GROUPS		
	Prime	Non-Prime	Dry Floor	Prime	Non-Prime	Dry Floor
Mid Island Averages	84.01	73.23	47.27	167.68	143.47	63.00
RDN Rentals - Current	80.46	70.31	50.49	151.46	123.76	69.42
RDN Rentals – Proposed 2011-12	82.87	73.83	52.00	158.28	127.47	71.50
Location:						
Campbell River	77.00	65.80	50.40	166.60	126.84	50.40
Comox Valley SC	81.18	67.87	54.21	149.63	111.19	54.21
Cowichan Arena	92.40	66.92	45.08	146.72	106.40	59.08
Fuller Lake	82.04	71.20	45.56	160.90	142.39	61.03
Port Alberni	92.29	92.29	51.97	191.52	191.52	69.42
Powell River	82.54	67.92	37.74	196.00	196.00	71.80
Nanaimo	80.64	80.64	45.92	162.40	129.92	75.04

(HST included in all admissions and rentals)

APPENDIX 'E'

REGIONAL DISTRICT OF NANAIMO

P O L I C Y

SUBJECT:	<i>District 69 Recreation Fees and Charges</i> <i>(Recreation & Parks)</i>	POLICY NO: C2.1 CROSS REF.:
EFFECTIVE DATE:	June 13, 1995	APPROVED BY: Board
REVISION DATE:	July 13, 2004 / June XX, 2011	PAGE: 1 of 3

PURPOSE

To establish criteria and rate schedules to be applied to recreation facilities and programs.

POLICY

This policy pertains to three functions of the Recreation and Parks Department that are supported within District 69 only including Northern Community Recreation Services, Oceanside Place and Ravensong Aquatic Centre. The policy does not include the Electoral Area 'A' Recreation and Culture Services function, Electoral Area 'B' Recreation Services function or the Regional and Community Parks function.

Program/Rental Fees and Charges

Fees and charges for recreation programs and facility admissions and rentals in District 69 shall be established based upon the following criteria:

1. All recreation program fees will be based upon a recovery of direct program costs.
2. Admission fees and rental rates for Oceanside Place and Ravensong Aquatic Centre shall be calculated based upon a percentage recovery of operating costs.
3. Philosophically, facility fees and rentals will reflect the ability of various user groups to pay for services; therefore, children, youth and seniors pay less than adults, and with respect to facility rentals, recreational users will be charged less than commercial users.
4. Some programs may also be targeted to reflect the ability of the user group to pay, for example, adult programs may have a higher cost recovery to offset other preschool, children and youth programs, or some programs may have lower cost recovery targets such as leadership and family oriented programs.
5. Special fees, to be called Seed Programs, may exist for new programs to support first time participation and/or start up costs.

Administration of Program / Rental Fees and Charges

1. The General Manager of Recreation and Parks, or designate, will call an annual meeting to involve the District 69 Recreation Commission's Fees and Charges Committee to review the following information and make recommendations for consideration by the District 69 Recreation Commission to be forwarded to the Regional Board for approval for the coming calendar year.
2. ***Northern Community Recreation Services function (as outlined in Appendix D):***
 - a) Program fees
 - b) Recovery rate categories for programs
 - c) List of direct program costs
 - d) Annual administration fee
 - e) Revenue Sharing Percentage Ratio for Term Instructors (Individuals or Companies)

Oceanside Place and Ravensong Aquatic Centre functions:

- a) facility admission fees and rental rates *(as outlined in the Annual Fees and Charges Schedules)*.
 - b) review rates from similar facilities in the mid Island region
3. The General Manager of Recreation and Parks, or designate, may from time-to-time, establish one-time only fees or make a short-term relaxation of program or rental fees.

Appendix I

1. Recovery rate categories for Northern Community Recreation Coordinating function shall be presented as follows:

Category:	Recovery Rates (%):
Pre-School Programs (5 yrs and under)	100
Children's Programs (Kindergarten-Grade 5)	100
Youth Programs (Grade 6-12)	75
Adult Programs (19 yrs and above)	125
Summer and Holiday Camps	75
Contract Camps	100
Family Programs	75
Leadership Development	75

2. Direct program costs shall include the following:
 - a) employment of Term Instructor(s), program leaders including preparation time
 - b) program equipment, supplies and materials
 - c) facility rental
 - d) transportation and/or mileage (as per the RDN vehicle mileage rate)
 - e) administration fee (includes RDN administration fee, photocopying, promotions, registration); applied only to programs whereby Program Instructors are paid an hourly rate or flat fee. This fee is not directly applied to programs whereby Program Instructors are paid by a revenue sharing percentage ratio. In these situations the RDN revenue sharing covers the cost of the administration fee.

3. Program staff may use the following three methods to establish program fees:
 - a) Where the program is operated solely by the Recreation and Parks Department, the Programmers will calculate fees based upon a percentage recovery of direct program costs as outlined in Section 2.
 - b) When a company hired as a Program Instructor by the Department operates the program and program registrations are not expected to exceed \$5,000 in the calendar year, the Programmer may negotiate a revenue-sharing arrangement based on a percentage ratio guideline of revenue generated. Some direct program costs (e.g. rental fees) will be deducted from the gross revenue prior to a revenue split.
 - c) When the program is operated by a business, and hired as a Program Instructor by the Department and the program registrations are expected to exceed \$5,000 in the calendar year, the Programmer will either obtain a minimum of three quotations or tender a proposal for the program to obtain the best package available for the Department and the community.

NOTE: As the Regional District will recover all direct program costs through the method of costing a program as outlined in 3 (b) and 3 (c) above, the Programmer and Company will be free to develop program fees through the quotation/tender process that are in keeping with both the Commission's service objectives and the Company's business and cost recovery objectives.

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE ELECTORAL AREA 'A'
PARKS, RECREATION AND CULTURE COMMISSION
REGULAR MEETING HELD THURSDAY, MAY 26, 2011
AT CEDAR HERITAGE CENTRE, 7:00PM**

Attendance: Joe Burnett, Director, RDN Board, Chair
Dawn Burnett
Shannon Wilson
Chris Pagan
Angela Vincent-Lewis
Marlies Newton
Carolyn Mead
Bernard White

Staff: Dean Banman, Manager of Recreation Services
Dan Porteous, Superintendent of Arenas and Southern Recreation Services
Elaine McCulloch, Parks Planner
Marilynn Newsted, Recording Secretary

Regrets: Kerri-Lynne Wilson

CALL TO ORDER

Chair J. Burnett called the meeting to order at 7:10pm.

Chair J. Burnett introduced and welcomed new Commissioners Vincent-Lewis, Mead and White to the Commission.

MINUTES

MOVED Commissioner S. Wilson, SECONDED Commissioner White, that the Minutes of the Electoral Area 'A' Parks, Recreation and Culture Commission meeting held March 9, 2011, be approved.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

MOVED Commissioner S. Wilson, SECONDED Commissioner D. Burnett, that the following Correspondence be received:

- D. Porteous, RDN, to 401721BC Limited, Re: Cedar Fire Hall Lease Extension.
- J. Burnett, RDN, to Friends of Morden Mine, Re: Grant-In-Aid Approval.
- J. Burnett, RDN, to Cedar Family of Community Schools, Re: Grant-In-Aid Approval.
- J. Burnett, RDN, to Cedar District 4-H Senior Advisory Council, Re: Grant-In-Aid Approval.

- J. Burnett, RDN, to Comets Sports, Recreation and Culture Society, Re: Grant-In-Aid Approval.
- J. Burnett, RDN, to Cedar Community Association, Re: Grant-In-Aid Approval.
- J. Burnett, RDN, to Cedar Community Policing Office, Re: Grant-In-Aid Approval.
- D. Plaxton, CSCES, Re: Request Installation Memorial Bench Cedar Heritage Centre.
- P. Knowles, Cedar Skatepark Association, Re: Invitation Cedar Skatepark Fundraiser.

CARRIED

REPORTS

Parks:

Monthly Update of Community Parks and Regional Parks and Trails Projects

Ms. McCulloch briefly reviewed the Community Parks and Regional Parks and Trails Projects for February through to April 2011.

Ms. McCulloch advised information on the status of the Towns for Tomorrow Grant Application, for funding of the Cedar Skatepark, should be received in the next few weeks.

Commissioner Newton noted weeds have taken over the Morden Colliery Trail entrance and requested authorization for the volunteers to begin weeding the area. She also requested some type of identification for the volunteers to wear, such as safety vests, identifying the participants as Regional District volunteers.

Commissioner Newton stated she would continue to try to recruit more participants from the Community for the volunteer working group.

After some discussion about the status of Morden Colliery Trail Park, Ms. McCulloch confirmed that the Regional District has not accepted the improvements to the park, as they are not yet complete and that the developer is responsible to keep the new plantings alive for two years. Commissioners requested Ms. McCulloch confirm the status of the property with Park Development Services and report back on when the volunteer work party may proceed with a weeding program.

Commissioner D. Burnett noted information she had received regarding the upcoming Official Opening of Moorecroft Regional Park, on June 18, in Electoral Area 'E'. She requested staff ensure all Regional District Parks and Open Space Committee members receive notification of significant events such as this in the future.

MOVED Commissioner S. Wilson, SECONDED Commissioner M. Newton, that the Reports be received.

CARRIED

Cedar Plaza – Tipple Structure Design

Ms. McCulloch distributed information regarding the design and cost estimate for the Cedar Plaza Tipple Structure. Ms. McCulloch reviewed the layout, the design and the material to be used in

the construction. The total cost estimate being \$80,800 for the tipple construction and installation.

Ms. McCulloch noted the developer is required to provide \$36,500, as cash-in-lieu of sidewalks for the project, which has been earmarked for the tipple structure. She stated refinements to the design, such as a metal roof rather than cedar, may reduce the costs slightly and the construction could possibly be done in two stages – Structure 'A' at \$26,000, Structure 'B' \$36,000 plus the remaining costs for concrete, excavation, plants and planting medium, display boards, metal pulley and engineering.

After a discussion about the lack of seating areas and the placement of benches in the Plaza, as the design only includes two benches, it was agreed more seating areas could be installed at a later date, after monitoring the use of the Plaza by the Community to see if more seating is required.

Commissioner S. Wilson requested staff forward the tipple design to the Friends of Morden Mines for their feedback and to provide awareness of the plans to include a tipple structure in the Cedar Plaza to the group.

MOVED Commissioner S. Wilson, SECONDED Commissioner D. Burnett, that the Cedar Plaza Tipple Structure design be approved in principal, and that staff proceed with construction of the Tipple Structure 'B', to include footings for Tipple Structure 'A', pending a review of the Electoral Area 'A' Parks Budget with regard to proceeding with Tipple Structure 'A'.

CARRIED

Prioritization and Review of Potential Park Projects

Pebble Beach Water Access: Toilet Options

Ms. McCulloch stated \$2,000 had been budgeted to cover the cost of the installation of a Porta Potty, garbage can and dog sign at the Pebble Beach water access, as identified in the Electoral Area 'A' Five Year Project Plan.

Ms. McCulloch distributed and reviewed the two options recommended by staff for an outdoor facility and garbage can at Pebble Beach water access:

- Option 1 – Concrete building construction, at a cost of \$7,000 for a handicap accessible facility or \$5,000 for a non accessible facility, with bi-monthly servicing at \$250/2 times per year and cleaning at \$100 per month/5 month per year.
- Option 2 – Porta Potty with a wooden privacy surround at \$2,000 or a concrete privacy surround at \$2,300. Servicing at \$130/5 times per year.
- Garbage can at a cost of \$600, servicing \$100/5 times per year.

MOVED Commissioner S. Wilson, SECONDED Commissioner Newton, that a Porta Potty with a concrete privacy surround, a garbage can and dog sign be installed at the Pebble Beach MOTI water access in Electoral Area 'A'.

CARRIED

Ms. McCulloch distributed the Draft Electoral Area 'A' Five Year Project Plan for the Commission's review and input.

MOVED Commissioner S. Wilson, SECONDED Commissioner Newton, that the Draft Electoral Area 'A' Five Year Project Plan be approved, as presented.

CARRIED

Recreation:

Monthly Update Recreation and Culture Services

Mr. Porteous briefly summarized the Recreation and Culture Services Report for March and April 2011, highlighting the summer camp program planning is underway and two summer staff have been hired.

MOVED Commissioner Mead, SECONDED Commissioner Vincent-Lewis, that the Report be received.

CARRIED

Electoral Area 'A' Parks, Recreation and Culture Services 2011-12 Fees and Charges

Mr. Porteous briefly reviewed the 2011-12 Fees and Charges Report for the Commission highlighting minor housekeeping amendments to the Fees and Charges Policy and the key proposed changes to the Adult and Summer/Holiday cost recovery rate categories. Discussion regarding the proposed changes took place. Commissioner Wilson expressed concerns that the proposed increase to Adult program fees in the fall would be significant and may become a barrier to participation. Mr. Porteous noted that for those particular programs, the increase could be phased in over a two year period as the Policy provides for staff to make these types of operational decisions from time to time as necessary.

Mr. Porteous also explained the concerns regarding the summer and holiday programs in terms of the current 100% cost recovery rate and that the proposed 80% cost recovery would be preferable to ensure these particular priority program areas are subsidized to some degree offering more affordable opportunities to residents for their children.

MOVED Commissioner S. Wilson, SECONDED Commissioner D. Burnett, that the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy be approved as amended in Appendix A.

CARRIED

MOVED Commissioner S. Wilson, SECONDED Commissioner D. Burnett, that the Electoral Area 'A' Recreation and Culture Services 2011-12 program fees and charges be approved as outlined in Appendix B.

CARRIED

Cedar Community Hall – Grant funding Request and Rental Agreement

Mr. Porteous reviewed the report regarding the funding request by the Cedar Community Hall Association to assist with capital facility upgrades to the Cedar Community Hall. He noted a three year agreement regarding a facility rental arrangement for the use of the community hall by the RDN was initially negotiated with the Association. However, staff had revised the report to reflect a five year agreement due to the substantial financial contribution for the upgrades to the facility. Mr. Porteous further explained the Association had not reviewed this change to date and that it would be presented to the Association's Board within the week. Mr. Porteous would follow up with the Association to further negotiate the new term and complete the agreement.

MOVED Commissioner White, SECONDED Commissioner S. Wilson, that \$27,000 in 2011 and \$21,000 in 2012 be provided to Cedar Community Hall Association for hall upgrades funded by the Area 'A' Community Parks Budget.

CARRIED

MOVED Commissioner Vincent-Lewis, SECONDED Commissioner White, that the Regional District enter into an Agreement with the Cedar Community Hall Association that provides for a reduced rental arrangement for a five year period.

CARRIED

Cedar Heritage Centre License To Use Agreement

Mr. Porteous briefly reviewed the Cedar Heritage Centre License to Use Agreement. The CSCES Board has reviewed the document and agreed to the terms. Staff will work with CSCES throughout the agreement with regard to the various terms within the agreement. Plans are in place to have the Recreation Programmer move into the facility by the end of June in preparation for the summer. Wayne Procter, owner of the Old Cedar Fire Hall, has been notified of the move and subsequent termination of the rental agreement in place to the end of June.

MOVED Commissioner Vincent-Lewis, SECONDED Commissioner White, that the License to Use Agreement between the Regional District of Nanaimo and the Cedar Community School and Enhancement Society for the operation and use of the Cedar Heritage Centre be approved for a Three Year Term from July 1, 2011 – May 30, 2014.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

D. Plaxton, CSCES, Re: Request Installation Memorial Bench Cedar Heritage Centre

Staff recently received a request in writing from Cedar School and Community Enhancement Society (CSCES) to install a memorial bench at the Cedar Heritage Centre for Mr. Jock Gourlay. Mr. Porteous spoke to the issue explaining some of the concerns regarding the request. Ms. McCulloch informed the Commission the Regional District does not have a policy with regard to the installation of memorial benches and has discontinued the installation of memorial benches until a policy is developed. Requests received are recorded and notification about the moratorium on placement of benches until a policy is struck is forwarded.

Other concerns were raised about the placement of the bench on leased property. One of the concerns discussed was the possibility of the bench needing to be moved at a later date as the property is not owned but leased from the School District by the RDN. The other stated concern was that the approval of the request may be precedent setting for future requests prior to the policy development. Commissioners stated they would like to approve the request both to honour the contribution of Mr. Gourlay to the Community and to foster a good working relationship with CSCES.

MOVED Commissioner White, SECONDED Commissioner Newton, that the request by Cedar School and Community Enhancement Society (CSCES) be approved as presented, with the understanding that the placement of the memorial bench for Mr. Jock Gourlay may be temporary

due to being on leased land and should the removal of the bench be required, it will be returned to the family.

CARRIED

MOVED Commissioner Mead, SECONDED Commissioner D. Burnett, that a memorial bench policy in RDN Parks be developed.

CARRIED

COMMITTEE ROUND TABLE

Commissioner Newton thanked staff for the opportunity to attend the BCRPA Symposium held in Richmond. She stated she found the workshops and discussions groups very informative and encouraged other Commissioners to attend in the future, if the opportunity arises.

Commissioner Vincent-Lewis advised the Commission of her concern about the placement of a cell phone tower in her area and on the petition being circulated in the Community to stop the project.

Commissioner D. Burnett welcomed the new members to the Commission and hoped they would enjoy their term as much as she has hers. She thanked the Commission for her time with them and stated she would be resigning from the Commission prior to the end of her term.

ADJOURNMENT

MOVED Commissioner S. Wilson, that the meeting be adjourned at 10:09pm.

IN CAMERA

MOVED Commissioner S. Wilson, SECONDED Commissioner D. Burnett, that pursuant to Section 90(1) (e) of the Community Charter the Commission proceed to an In Camera Commission meeting to consider items related to land issues.

CARRIED

Chair



RDN REPORT	
CAO APPROVAL <i>AW</i>	
EAP	
COW	
MAY 19 2011	
RHD	
BOARD	
EA 'A' PRC. May 26/11	

MEMORANDUM

TO: Dean Banman
Manager of Recreation Services

DATE: May 19, 2011

FROM: Dan Porteous
Superintendent of Arenas and Southern Recreation Services

FILE:

SUBJECT: Electoral Area 'A' Parks, Recreation and Culture Services 2011-12 Fees and Charges

PURPOSE

To seek Board approval for the Electoral Area 'A' Parks, Recreation and Culture Services 2011-12 Fees and Charges.

BACKGROUND

The Electoral Area 'A' recreation and culture services provided by the Recreation and Parks Department are now in the second full year of operation. On June 22, 2010, the Regional Board approved a new Fees and Charges Policy, attached as *Appendix A*, for the Electoral Area 'A' recreation and culture services. The Policy provides for an annual review of the fees and charges after which the fees and charges are considered and endorsed by the Electoral Area 'A' Park, Recreation and Culture Commission and presented to the Regional Board for approval.

The Policy outlines criteria for establishing fees and charges and the administration process, including guidelines, to be followed when developing programs. Staff have reviewed the Policy and are recommending some minor housekeeping revisions based on a recent review and similar revisions of the District 69 Fees and Charges process recently completed. These revisions are highlighted in *Appendix A*, which also includes a list of direct program costs to be reviewed annually. Staff are not recommending any changes to the list of direct program costs for the 2011-12 season.

As outlined in the Policy, other key areas to be considered during the annual fees and charges review include a percentage fee increase for ongoing programs, program cost recovery rates, administration fee, and the revenue sharing percentage ratio. These four key areas including the proposed changes are also attached as *Appendix B*. Upon review, staff are only recommending changes to two of these four areas as highlighted below.

Revisions to the Policy would be in effect immediately upon Board approval and annual fees and charges, if approved, would be implemented as of September 1, 2011 through August 31, 2012.

Percentage Fee Increase For Annual Ongoing Programs

Each year a percentage increase is set in relation to fees for programs that are ongoing. This increase is associated with the annual budget and five year financial planning process, and is established in relation to the Consumer Price Index (CPI) and associated operating costs, which continue to rise annually. Also, it is prudent to consider and maintain minimal annual increases rather than not adjusting annually and then having to consider more substantial increases in future years. Currently, a proposed 3% increase has been approved in the Five Year Financial Plan.

- 1) It is proposed that the 3% increase be applied through the 2011-12 season to applicable ongoing seasonal programs.**

Program Cost Recovery Rates

Recreation programs have been developed based on age categories. Fees are set in accordance with established cost recovery rates for each category to recover a percentage of direct program costs for programs whereby Term Instructors are paid on an hourly or flat fee basis. Initially, when the Policy was developed the cost recovery rates were established and approved at 100% for all rate categories. However, it is proposed that two categories be revised with respect to the percentage cost recovery.

In District 69 adult fees have been established at a higher percentage rate of cost recovery (125%) according to the statements outlined in the Fees and Charges Policy that guide the process. Generally speaking, adults can afford to pay more for services than afforded for children; therefore, other rate categories may be set at a lower percentage of cost recovery, such as summer camp programs as indicated below, and the adult rate, if higher, can help offset these lower rates.

It is common practice in many communities to subsidize summer camp and other related holiday camp programs such as spring break. This concept ensures that key program services, such as summer camps are accessible, being maintained at more affordable rates, while still providing attractive and well planned activities. This has been done in District 69 since the inception of the Regional District recreation services (currently set at 75% cost recovery). In 2011, the Recreation and Parks Department will be offering a summer camp program in Electoral Area 'A' and has budgeted according to the established 100% cost recovery for the Area 'A' Recreation and Culture Fees and Charges as approved in 2010. However, in keeping with a consistent approach within the Regional District and with other communities, staff are recommending Adult fees be set at 120% cost recovery and the Summer and Holiday Camps fees at 80% cost recovery.

- 2) It is proposed that the *Adult* rate category be increased from 100% to 120% for 2011-12.**
- 3) It is proposed that the *Summer and Holiday Camp* rate category be decreased from 100% to 80% for 2011-12.**

ALTERNATIVES

- To approve amendments to the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy (*Appendix A*) and proposed annual fee increases, recovery rates, administration fee, and revenue sharing percentage ratio for Term Instructor agreements (*Appendix B*).
- To not approve amendments to the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy (*Appendix A*) or annual fee increases, recovery rates, administration fee, and revenue-sharing percentage ratio for Term Instructor agreements (*Appendix B*) and provide alternative direction to staff.

FINANCIAL IMPLICATIONS:

In the first year of operations the recovery rate for programs was established at 100 %. The actual budget for 2010 reflected a program recovery rate of 105%. Currently, the 2011 budget also includes a proposed 100% cost recovery rate. The new proposed changes for *Adult* and *Summer and Holiday Camp* rate categories should have minimal effect on the overall budget. Although there may be reduced revenue generation from *Summer and Holiday Camp* programs due to the proposed 80% subsidy, these would be offset in part by the increase in adult fees in relation to the proposed 120% cost recovery rate. Staff would still work towards an overall annual 100% cost recovery across the rate categories.

If the proposed Fees and Charges are not approved, there would be no change to the current proposed budget for 2011. However, the volatility of program service delivery may affect the actual budget bottom line for 2011 with the implementation of the summer camp program, and is certainly a concern for future years if the *Summer and Holiday Camp* recovery rates are maintained at 100%.

SUSTAINABILITY

Providing affordable access to programs and facilities is paramount for residents to enjoy an active lifestyle. However this affordability is in contrast to the expenses in operating facilities and offering recreation programs. Most local governments commit to subsidizing fees and charges of recreation programs/facilities and have consistently applied a broad based universal amount in the percentages that these subsidies will be. This subsidization is done with the understanding that programs and services provided improve the quality of life to residents, improve the vitality of a community, and ensures healthy and active residents both socially and physically.

Microeconomics of local communities are always considered or at least discussed when rates are being reviewed. However since there are very few quantifiable ways to apply local conditions, changes to fees and charges can be somewhat subjective. As long as the perceived value is deemed beneficial, customers will continue to participate; however, there will be a threshold by which they measure their involvement. If fees surpass ability to pay, curtailment of use will result.

If the proposed increases to fees and charges create a financial barrier to some residents, additional support can be provided through the Financial Assistance Program offered by the Recreation and Parks Department.

SUMMARY

The annual fees and charges for Electoral Area 'A' are required to be set for the upcoming 2011-2012 season. The fees and charges are based on the Fees and Charges Policy established in 2010 to guide program development. Some minor housekeeping items have been revised within the Policy document that provide more clarity regarding the administration of fee and charges. In setting the fees, a variety of factors have been considered, including Policy statements, increasing operational costs, financial barriers of residents, and projected revenue targets in the Five Year Financial Plan.

Given the information provided in the report it is recommended the Regional District Board approve amendments to the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy as outlined in *Appendix A* and approve the Electoral Area 'A' Recreation and Culture 2011-2012 program fees and charges associated with the Policy, as outlined in *Appendix B* for the period of September 1, 2011 to August 31, 2012.

RECOMMENDATIONS

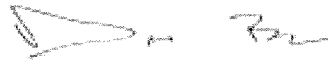
1. That the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy be approved as amended in *Appendix A*.
2. That the Electoral Area 'A' Recreation and Culture Services 2011-12 program fees and charges be approved as outlined in *Appendix B*.



Report Writer



General Manager Concurrence



Manager Concurrence



C.A.O. Concurrence

Appendix A

REGIONAL DISTRICT OF NANAIMO P O L I C Y

SUBJECT:	<i>Electoral Area 'A' Recreation and Culture Fees and Charges</i> <i>(Recreation & Parks)</i>	POLICY NO: C2.3 CROSS REF.:
EFFECTIVE DATE:	June 22, 2010	APPROVED BY:
REVISION DATE:	June XX, 2011	PAGE: 1 of 2

PURPOSE

To establish criteria for the fee *and charges* structure associated with the development of recreation and culture programs.

POLICY

This policy only pertains to the Electoral Area 'A' Recreation and Culture Services function.

Criteria for Program Fees and Charges

Fees and charges for recreation and culture programs in Area 'A' shall be established based upon the following criteria:

1. All recreation program fees will be based upon a recovery of direct program costs.
2. Philosophically, program fees and cost recovery rates for different age categories may vary depending upon an individual's ability to pay; for example, adults may pay more than preschool, children, and youth.
3. Special fees and subsidies may also be applied to some new programs to support first time participation and/or start up costs.

Administration of Program Fees and Charges

1. *The General Manager of Recreation and Parks, or designate, will call an annual meeting to involve the Electoral Area 'A' fees and charges committee to review* the following information and make recommendations for consideration by the Commission to be forwarded to the Regional Board for approval. *The committee will be comprised of* staff and three members of the Electoral Area 'A' Recreation and Culture Commission, appointed annually in January. *Any approved changes will be implemented beginning in the fall of each calendar year through to the end of summer in the following calendar year.*
 - a. Percentage fee increase for annual ongoing programs
 - b. Recovery rates and associated age categories
 - c. List of direct program costs
 - d. Annual administration fee
 - e. *Revenue sharing* percentage *ratio* for Program Instructors (*Individuals or Companies*)

2. The **General Manager of Recreation and Parks, or designate**, may authorize, from time-to-time, one-time only fees or the short-term relaxation of program fees.
3. **For programs whereby Program Instructors are paid on an hourly rate or flat fee**, recovery rate categories for program service delivery shall be presented as follows:

Category:	Recovery Rates (%):
Pre-School Programs (5 yrs and under)	
Children's Programs (5-12 years)	
Youth Programs (12-18 years)	
Adult Programs (19 years and older)	
Summer and Holiday Camps (Preschool, Children, Youth)	

4. Direct program costs shall include the following:
 - a) employment of **Program** Instructor(s), program coordinators and leaders including preparation time
 - b) program equipment, supplies and materials
 - c) facility rental
 - d) transportation and/or mileage (as per the RDN vehicle mileage rate)
 - e) administration fee - includes RDN administration fee, photocopying, promotion, etc.
NOTE: The administration fee may be waived from time to time depending on the nature and development of programs in accordance *with sub-sections above: Criteria for Program Fees and Charges #3 and Administration of Program Fees and Charges #2.*

5. Program staff may use the following three methods to establish program fees:
 - a) Where the program is operated solely by the Recreation and Parks Department **and the Program Instructors are paid on an hourly rate or flat fee**, the Programmers will calculate fees based upon a percentage recovery of direct program costs as outlined in #4 above. ***If a Program instructor is paid by a percentage of net revenue generated the administration fee will not be included in calculating the recovery of direct program costs.***
 - b) When a company hired as a Program Instructor by the Department operates the program and program registrations are not expected to exceed \$5,000 in the calendar year, the Programmer may negotiate a revenue-sharing arrangement based on a percentage ratio guideline of revenue generated. ***All direct program costs administered by the Department shall be deducted from the gross revenue; the net revenue shall be shared between the Department and the Company. Any direct program costs administered by the Company shall be included in the Company's net percentage share of remuneration. The administration fee will not be included in calculating the recovery of direct program costs.***
 - c) When the program is operated by a business, hired as a Program Instructor by the Department and the program registrations are expected to exceed \$5,000 in the calendar year, the Programmer will either obtain a minimum of three quotations or tender a proposal for the program to obtain the best package available for the Department and the community. ***Remuneration and cost sharing shall apply as in b) above.***

NOTE: *As the Regional District will recover all direct program costs through the method of costing a program as outlined in (b) and (c) above, the Programmer and Company will be free to develop program fees through the quotation/tender process that are in keeping with both the Commission's service objectives and the Company's business and cost recovery objectives.*

Appendix B

EA 'A' Recreation and Culture Services Fees and Charges 2011-12 as referenced in the Fees and Charges Policy

1. A minimum 3% increase shall be applied to all on going program fees effective September 1, 2011.
2. For programs whereby Program Instructors are paid on an hourly rate or flat fee, recovery rate categories for program service delivery are presented as follows:

Category:		Recovery Rates (%):
Pre-School Programs	(5 yrs and under)	100%
Children's Programs	(5-12 years)	100%
Youth Programs	(12-18 years)	100%
Adult Programs	(19 years and older)	120%
Summer and Holiday Camps	(Preschool, Children, Youth)	80%

The administration fee pertaining to these programs shall be 15%.

3. The guideline for the revenue sharing percentage ratio for agreements between Program Instructors (established as companies) and the Regional District of Nanaimo shall be a minimum of 70% / 30% respectively.



RDN REPORT	
CAO APPROVAL (PW)	
EAP	
COW	
MAY 19 2011	
RHD	
BOARD	
EA 'A' PRC May 26/11	

MEMORANDUM

TO: Dean Banman
 Manager, Recreation Services **DATE:** May 16, 2011

FROM: Dan Porteous **FILE:**
 Superintendent of Arenas and
 Southern Recreation Services

SUBJECT: Cedar Community Hall – Grant Funding Request and Rental Agreement

PURPOSE

To consider providing funds from the Electoral Area ‘A’ Community Parks Function to the Cedar Community Hall to assist with capital facility upgrades and proposed terms for an agreement regarding reduced or free rental of the hall to the Regional District.

BACKGROUND

The Cedar Community Association owns and operates the Cedar Community Hall located at 2388 Cedar Road in Electoral Area ‘A’. The Hall is used for community recreation and public use purposes and is situated on lands owned by the non-profit society.

On September 15, 2010 the Electoral Area ‘A’ Parks, Recreation and Culture Commission received a letter from the Association, attached as *Appendix I*, requesting funding assistance for repair and upgrade to the one hundred year old facility. The funding request amounted to a total of \$48,000 comprised of \$27,000 for floor replacement, \$13,000 for exterior painting and \$8,000 for an accordion style divider door.

A report regarding the funding was presented to the Electoral Area ‘A’ Parks, Recreation and Culture Commission in November of 2011. Upon review, the Commission referred the matter back to staff to address particular issues regarding the funding request with the Association including the Association’s financial statements, quotes for the work to be completed, fundraising efforts, property tax exemption, and eligibility for provincial or federal heritage building funding. The Commission also requested staff explore a reciprocal arrangement with the Association in relation to the funding request. The arrangement would provide for reduced or free rental rates for the Regional District when using the hall for the provision of recreation and culture services.

Staff met with representatives from the Association and the issues presented by the Commission were addressed. The Association satisfactorily answered the inquiries and this information was presented at a subsequent meeting of the Commission held March 9, 2011. Staff also reported the Association was keenly interested in pursuing an agreement with the Regional District regarding reduced rental rates.

The agreement would include a five year term to be reviewed annually. The Association is prepared to offer free rent for the first year of the agreement. At each year end a review of associated costs incurred by the Association would be completed to include heat, electricity and janitorial services. If results of the review in terms of increased costs proved negligible based on the Regional District usage, rent would remain free. However, if costs rose more than 10% in relation to the Regional District usage the Regional

District would reimburse the Association for the difference. The following year a nominal fee would be considered to absorb the additional utility charges and any applicable janitorial costs based on Regional District usage. The Regional District would work with the Association to determine a method of calculating the costs specific to the usage by the Regional District to ensure the Regional District does not bear any costs not associated with its usage. At the end of the five year term the Association would be prepared to negotiate an ongoing reduced rental rate specifically designed for the Regional District based on the results of the five year agreement.

With respect to the funding request by the Association, the Electoral Area 'A' Community Park Function bylaw permits financial support for operations and improvements to facilities owned and operated by incorporated non-profit organizations. The Regional Board has supported similar requests in the past for other Electoral Areas including the provision of capital funding to the Gabriola Community Hall (EA B), Arrowsmith Activity Centre (EA F), and the Lighthouse Community Centre (EA H).

The request from the Association is in line with authorization that is provided through the Area A Community Parks Bylaw, and the additional facility rental arrangement is a favorable addition that will benefit the Regional District in its efforts to provide affordable program services to the residents of Electoral Area 'A'. Financial implications regarding the funding request and the agreement are further outlined below.

ALTERNATIVES

1. That the Regional District approve the funding request as outlined in the report and enter into an agreement with the Cedar Community Hall Association regarding a facility rental arrangement.
2. That the Regional District not approve the funding request as outlined in the report and that it not enter into an agreement with the Cedar Community Hall Association regarding a facility rental arrangement.

FINANCIAL IMPLICATIONS

1. Currently the 2011 Community Park operating budget can accommodate the funding and stay within the projected tax requisition increase over the next five years. In order to achieve this, Alternative 1 proposes to provide the grant funding request in two installments over two years such that the Association would receive \$27,000 in 2011 for the floor replacement and \$21,000 in 2012 (\$13,000 for exterior painting and \$8,000 for an accordion style divider door).

With respect to facility rentals, Regional District program services are implemented on a cost recovery basis, which include direct program costs such as facility rentals. Any opportunity to reduce the costs associated with the delivery of service should always be considered. The agreement provides for free rental or a substantially reduced rate for five years, and consideration for a long term reduced rate for the Regional District; thereby, reducing overall costs associated with program service delivery.

2. If the funding request and agreement were not approved as indicated in Alternative 2, funding within the Community Parks function in the amount of \$27,000 would be available for other projects in 2011, and the remaining funds of \$21,000 allocated for 2012 would be reconsidered in the 2012 budgeting process. Without an agreement in place the Regional District would continue to pay a higher rental costs for facility usage or explore other, more affordable, locations, which are limited.

SUSTAINABILTY IMPLICATIONS

The Association looking to increase usage of the hall and the Regional District is looking for affordable locations for running programs as it continues to develop its program service delivery. Approving funds to repair and upgrade the hall and developing an agreement regarding facility rentals between the Association and the Regional District would be a favourable situation for both parties. In working together, the two organizations can meet their respective service goals and the community, as a whole, will benefit from the relationship in the short and long term regarding the delivery of recreation and culture services to the residents of Area ‘A’.

CONCLUSION

The Cedar Community Association owns and operates the Cedar Community Hall located in Electoral Area ‘A’. The Hall is used for community recreation and public use purposes and is situated on lands owned by the non-profit society.

The Association has requested funding from the Regional District as follows: \$27,000 for floor replacement, \$13,000 for exterior painting and \$8,000 for an accordion style divider door. The Electoral Area ‘A’ Parks, Recreation and Culture Commission considered the request and referred the matter back to staff with direction to further explore a facility rental arrangement in relation to the funding request.

Upon further review, the Association expressed interest in negotiating a reduced facility rental arrangement for the Regional District. Staff have reviewed options for the Commission and Board to consider. In concert with the provision of funding, the agreement provides an attractive option in terms of affordable opportunities for offering programs through the facility, further enhancing recreation and culture service delivery through the Regional District. Providing the funding and entering into an agreement for reduced rental rates is mutually beneficial to both organizations and the community as a whole,

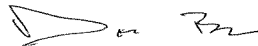
Given that the Electoral Area ‘A’ Community Park Function bylaw permits financial support for operations and improvements to facilities owned and operated by incorporated non-profit organizations, and the Association’s willingness to develop an agreement regarding facility rentals as outlined in this report, Alternative 1 is recommended.

RECOMMENDATIONS

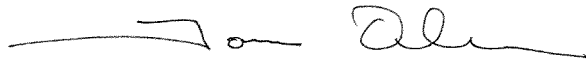
1. That \$27,000 in 2011 and \$21,000 in 2012 be provided to Cedar Community Hall Association for hall upgrades funded by the Area A Community Parks Budget.
2. That the Regional District enter into an Agreement with the Cedar Community Hall Association that provides for a reduced rental arrangement for a Five Year period.



Report Writer



Manager Concurrence



General Manager Concurrence



CAO Concurrence

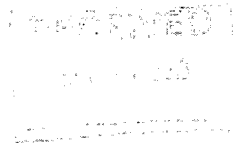
Appendix I

September 15, 2010

Joe Burnett
Regional Director of Area A
Regional District of Nanaimo

Dear Joe

Subject: Cedar Community Hall



RDN REC & PARKS	
GM R & P	CAC
MGR Parks	MGR Rec
Arena	Activities
SEP 23 2010	
Parks	Rec
POSAC	Commission
Director	Other
SEP 23 2010	

The Cedar Community Hall has operated for almost 100 years as a non-profit society serving the Communities of Cedar and Yellow Point. The Hall has never been a burden on the taxpayers of the Regional District of Nanaimo and has survived through volunteer labour and local fundraising. After several years of constant fundraising, the Board has recently replaced the roof and volunteer labour and rental revenue have kept up with regular maintenance. However, the roof emptied the fund for larger projects and the Board of Directors finds themselves faced with three major projects that need to be done and no funds to pay for them.

1. The floor needs to be replaced at a cost which has been estimated to be \$27,000. A reputable flooring company has reported that there are unacceptable levels of moisture in the subfloor so both the tile and the subfloor need to be taken out and replaced with tile or hardwood.
2. The exterior of the building needs to be painted at a cost of approximately \$13,000.
3. Accordion doors need to be installed between the main hall and the annex to increase rentals by dividing the hall into two units and making it more attractive to prospective renters. The doors will also cut down on the cost of cleaning and heating. The cost will be approximately \$8,000 installed.

We understand that Bylaws have changed and the Regional District is now helping other communities with similar financial needs. We saw a report in the Nanaimo Daily News that the Regional District of Nanaimo has given the Arrowsmith Activity Hall grants of \$25,000 (2009) and \$20,000 (2010) for similar projects and would like support for our community.

We thank you and the Recreational Services Committee of the Regional District of Nanaimo for your consideration and support in this matter.

Yours sincerely

Mayta Ryn
Board Member
Cedar Community Hall



RDN REPORT		
CAO APPROVAL		
EAP		
COW		
MAY 19 2011		
RHD		
BOARD		
EA 'A' PRC - May 26/11		

MEMORANDUM

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: May 19, 2011

FROM: Dean Banman
Manager of Recreation Services

SUBJECT: Cedar Community Centre License to Use Agreement /
Cedar Community School and Enhancement Society - Electoral Area 'A'

PURPOSE

To obtain Board approval to enter into a License to Use Agreement with the Cedar Community School and Enhancement Society for the Cedar Heritage Centre located in Electoral Area 'A'.

BACKGROUND

In October 2000 the Regional District of Nanaimo (RDN) and the Cedar School and Community Enhancement Society (CSCES) entered into a five year lease of the RDN owned North Cedar Elementary School (commonly referred to as Cedar Heritage Centre or CHC) located at 1644 MacMillan Road. In October 2005 the lease was extended for a further five years and expired October 3, 2010. The Lease contains a holdover clause of which the parties have been operating under.

In July 2009 staff were given Regional Board approval to enter into discussions with CSCES on the feasibility of its continued management of the Heritage Centre under a new Agreement.

The Agreement that has now been developed and attached as *Appendix 'A'*, reflects the Regional District's need to use a dedicated portion of the Heritage Centre for a staff workspace for the RDN's Area 'A' Recreation Programmer. The Agreement also meets the request of the Electoral Area 'A' Parks and Recreation Commission for better utilization of the facility for Regional District use.

Currently the Regional District rents office space on a monthly basis for \$675 (plus HST) at the old Cedar Fire Hall. The current Lease for the Cedar Fire Hall expires on June 30, 2011. The RDN also rents the Heritage Centre for Regional District activities such as open houses, elections, referendums, and non-revenue generating recreation programming. Once the proposed Agreement is executed, these cost will no longer be incurred by the RDN.

The Agreement provides Terms under Section 7.3 that Regional District would pay the Society financial compensation for costs incurred as a direct result of the Regional District using the building as an office. Any increases in associated costs including utilities such as heat, power and water would be compared to the increase Regional District use and an equitable amount would be paid to CSCES. Staff will be meeting with the Society at a later date to review hours of use and associated costs, and at that time determine the payment amount.

For the past decade, the Society, on behalf of the RDN, has done an good job in the day to day operations and management of the Cedar Heritage Centre with the resources available to them, and has been a dependable tenant of the building.

ALTERNATIVES

1. To approve the Licence to Use Agreement between the Regional District and the Cedar Community School and Enhancement Society for the use of the Cedar Heritage Centre.
2. To not approve the proposed Licence to Use Agreement and provide staff with alternative direction.

FINANCIAL IMPLICATIONS

1. The proposed Licence to Use Agreement with CSCES would continue to include a nominal annual rental charge to the Society in the amount of \$10.00.

If the proposed Agreement is approved, Regional District will be able to end its monthly rental of the old fire hall (\$9,000 annually), a portion thereof, which will be used to offset shared costs associated with the CHC, and save the remainder of funds currently applied to renting the separate facility.

Depending on facility availability, suitability and timing of programs and events, the new Agreement enables the Regional District to use the Heritage Centre free of charge for some RDN activities such as Parks and Recreation Commission meetings and the like. The RDN will continue to pay rent for revenue generating programs, however activities such as open houses, elections, referendums, and non-revenue generating recreation programming will be at no cost.

2. If the Agreement is not approved, the RDN would need to consider other alternatives in terms of managing the facility without the assistance of CSCES. This would be counterproductive on two fronts. First, CSCES would have considerable challenges in relocating and operating its programs within its current mandate, and second, without the Society managing the facility, the RDN would either have to manage the facility on its own or find other means to manage the facility both of which would incur higher annual operational costs.

SUSTAINABILITY IMPLICATIONS

Since 2000, the Cedar Heritage Centre has provided a venue for residents to access local recreation and community services. It continues to be important that this facility continue to meet the needs of the community thus ensuring residents can maintain a healthy quality of life in a rural setting.

The proposed Agreement reflects the current and future needs of continued community access and utilization of the facility with higher utilization of direct Regional District programming and use.

CONCLUSION

Three broad needs have been addressed with the proposed Agreement between the Regional District and CSCES. The Society continues to oversee the day to day operation of the facility and related rental income which is an important component to the mandate of the organization. The RDN requires a storefront and workspace for recreation staff within the community for the purposes related to program service delivery, and the use of facility which is owned by the RDN, achieves this. And thirdly, through a partnership, CSCES and the Regional District are able to provide community centre space to the residents of Electoral Area 'A' utilizing available resources from both organizations.

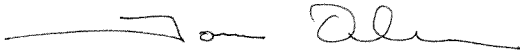
The proposed License to Use Agreement better reflects the desired relationship with CSCES and use of the Cedar Heritage Centre than the existing Agreement. Given the terms outlined in the Agreement provide an approach that benefits both parties in serving the community as a whole, staff are recommending approval of the License of Use Agreement attached as *Appendix 'A'*.

RECOMMENDATION

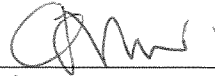
That the License to Use Agreement between the Regional District of Nanaimo and the Cedar Community School and Enhancement Society for the operation and use of the Cedar Heritage Centre be approved for a Three Year Term from July 1, 2011 – May 30, 2014.



Report Writer



General Manager Concurrence



CAO Concurrence

APPENDIX 'A'
LICENSE OF USE

THIS AGREEMENT dated for reference the ____ day of _____, 2011.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, B.C.
V0R 2H0

(the "**Regional District**")

OF THE FIRST PART

AND:

CEDAR SCHOOL AND COMMUNITY ENHANCEMENT SOCIETY

(Inc. No. S-37396)
1644 MacMillan Rd.
Nanaimo, B.C.
V9X 1L9

(the "**Licensee**")

OF THE SECOND PART

WHEREAS:

- A. By Agreement dated the 3rd day of October 2000, made between the Board of School Trustees of School District 68 (Nanaimo-Ladysmith), referred to as the "**Board**", and the Regional District, the Board leased to the Regional District the lands legally described as "that part of Lot A, Section 16, Range 8, Cranberry District and of Section 16, Range 1, Cedar District, Plan 48768, shown as the "Lease Area" on Plan VIP 71705 (the "**Land**") for a term that expires on the 30th day of June 2020 registered in the Land Title Office under No. EP107413;
- B. The Regional District is the owner of a building on the Land known as the Cedar Heritage Centre (the "**Building**") that was transferred to the Regional District from the Board and that is maintained at the cost of the taxpayers within a service area of the Regional District established for such purpose under Electoral Area 'A' Bylaw No 1467, 2005;
- C. The Licensee wishes to be granted and the Regional District has agreed to grant a Licence to use the Building and the Land, (the "**Premises**");
- D. The Board has consented in writing to the grant of the Licence to use the Land.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the licence fee to be paid by the Licensee to the Regional District and in consideration of the premises, covenants and agreements contained in this Agreement (the "**Agreement**"), the Regional District and the Licensee covenant and agree with each other as follows:

1.0 RIGHT TO OCCUPY

- 1.1 The Regional District, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a non-exclusive right by way of license for the Licensee, its agents, employees, and invitees to use the Premises for the purpose of a community centre and for no other purpose.
- 1.2 In this Agreement “community centre” includes community uses such as programs/activities, special events and community gatherings for all ages, community internet, preschool and daycare uses, and other uses of similar nature commonly carried out in community centres in British Columbia.
- 1.3 This Agreement does not grant any interest in the Land to the Licensee.

2.0 RESERVATION OF RIGHTS

- 2.1 The Regional District hereby reserves to itself from the grant and the covenants made by it to the Licensee under section 1.0 above the right for the Regional District, its employees, agents, other licensees, contractors, sub-contractors and any other bodies or organizations the Regional District may allow to have full and complete access to the Premises:

- (a) to carry out any operations associated with the Regional District's ownership;
- (b) to establish office and storage space within the building to carry out operations associated with the Regional District's Electoral Area ‘A’ service delivery; and
- (c) for use of the Building by the Regional District, its employees, agents, other licensees, contractors, sub-contractors and any other bodies or organizations the Regional District may allow for purposes associated with Electoral Area ‘A’ or the Regional District as a whole, at no cost to the Regional District, during any hours that the programming or events are not operating in the Building or at any time for non-revenue generating activities, as determined at the sole discretion of the Regional District, provide that the Regional District does not displace any booked programs or events.

and the Regional District reserves the right to ensure maximum utilization of the Building in fulfilling community centre services by monitoring building use, and may request from, and work with, the Licensee to provide specific strategies on increasing building utilization as applicable.

- 2.2 Upon request the Licensee shall provide the Regional District, in a timely manner, a list of scheduled events, programs and activities booked for the Building by the Licensee.
- 2.3 The Regional District agrees to pay the Licensee rental charges for use of the Building for uses other than those described in subsection 2.1(c).

3.0 LICENCE FEE

- 3.1 In consideration of the right to use granted under this Agreement the Licensee shall pay to the Regional District the sum of Ten Dollars (\$10.00) per year for the Term (the “**License Fee**”), the total of which is due and payable at the commencement of the Term.

4.0 TERM

4.1 The Term of the License granted under this Agreement shall be three (3) years commencing on the 1st day of July, 2011 to and including the 30th day of June, 2014 (the “**Term**”) unless earlier terminated under this Agreement.

5.0 INSURANCE

- 5.1 (a) The Licensee must take out and maintain during the Term a policy of comprehensive general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Premises by the Licensee in the amount of not less than three million dollars (\$3,000,000) per single occurrence or as such greater amount as the Regional District may from time to time designate, naming the Regional District as an additional named insured party thereto and must provide the Regional District with a certified copy of such policy or policies.
- (b) All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving the Regional District thirty (30) days prior written notice.
- (c) If the Licensee does not provide or maintain in force the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one (1) year at a time and the Licensee must pay to the Regional District as an additional License Fee the amount of the premium immediately on demand.
- (d) If both the Regional District and the Licensee have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of the Regional District and the balance, if any, to the settlement of the claim of the Licensee.
- (e) The deductible on the policy of insurance must be not more than five thousand dollars (\$5,000).

6.0 INDEMNIFICATION

6.1 The Licensee releases, indemnifies and saves harmless the Regional District, its directors, appointed officers, employees and agents from and against all losses, lawsuits, damages, costs, expenses, liability or fees (including fees of solicitors on a solicitor and own client basis) which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Premises by the Licensee or by any person or the carrying on upon the Premises of any activity in relation to the Licensee's use of the Premises except to the extent that such losses, lawsuits, damages, costs, expenses, liability or fees arise from the negligence or breach of this Agreement by the Regional District or for a person for whom the Regional District is responsible at law.

7.0 TAXES AND UTILITY COSTS

7.1 The Licensee shall pay all taxes, rates, duties and assessments whatsoever whether federal, provincial, municipal or otherwise charged upon the Licensee or the Regional District as a result of the Licensee's occupation of or use of the Premises. Without in any way restricting the generality of the foregoing, the Licensee shall pay to the Regional District HST on the license fee or like similar tax.

7.2 The Licensee shall pay as they become due all:

- (a) water, sewer, garbage and other rates, charges and fees in respect of the Premises and the Licensee's use of the Premises; and
- (b) all charges for all gas, oil, telephone, Internet and electric power and other utilities used on the Premises with the exception of telephone and Internet services specifically set up in the facility for sole use by the Regional District.

7.3 The Parties agree that a Recreation Programmer employed by the Regional District (the "Programmer") shall occupy an office in the Building (the "Programmer's Office"), the location and size to be determined between the parties from time to time. The Regional District agrees to pay a portion of the costs outlined in section 7.2, which costs shall be calculated based on a monthly usage of hours of the Programmer's Office by the Programmer at a rate to be decided between the parties from time to time. The Regional District will be responsible for recording the monthly usage of hours of the Programmer's Office by the Programmer for payment in accordance with this section 7.3 and to pay to the Licensee the amount owing and provide the payment together with a receipt showing the hours of monthly usage, the rate applicable to the hours used and the total paid within thirty (30) days following the month for which the hours are calculated.

8.0 MAINTENANCE AND REPAIRS

8.1 The Licensee shall maintain and repair the Premises to a good standard of cleanliness and repair during the Term.

8.2 (a) If the Licensee fails to maintain or repair the Premises in accordance with this Agreement, the Regional District may, after twenty-four (24) hours' notice, by its agents, employees or contractors, enter the Premises and do the required maintenance or make the required repairs and the cost of the maintenance or repairs is a debt due from the Licensee to the Regional District. If the maintenance or repair is considered a significant risk to the safety of persons entering the premises, no notice may be given.

(b) In making the repairs or doing the maintenance the Regional District may bring and leave upon the Premises the necessary materials, tools and equipment and the Regional District is not liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Regional District effecting the maintenance or repairs. This clause does not waive the responsibility of the Regional District to ensure reasonable care is taken during the repairs or maintenance required to protect the safety of any persons entering the premises.

8.3 The Regional District shall, at its own cost, maintain and repair the Premises to a good standard of cleanliness and repair related to its occupation of and use of the Premises during the Term.

8.4 Subject to section 9.1 (a), the Regional District agrees to provide any capital costs associated with the Premises and to take into consideration and when possible schedule capital work to minimize its affect on scheduled facility use.

9.0 IMPROVEMENTS AND CAPITAL PROJECTS

9.1 The Licensee will not make any alterations or improvements, nor construct any structures on the Premises, unless it has obtained Regional District approval in writing to make such alterations, improvements or construction.

- (a) If the Licensee carries out any alterations or improvements on the Premises the Licensee is responsible for any costs as agreed upon and approved by the Regional District, and must afterwards at its cost maintain and repair any alterations or improvements on the Premises during the Term other than any repairs required by the Regional District pertaining to section 8.3.
- (b) The Regional District agrees to work with the Licensee and consider capital project requests from the Licensee.

9.2 In determining general maintenance and repairs in section 8.0 and any capital improvements and projects in section 9.0, such decisions will be made in accordance with the Regional District Policy A2.5 *Capital/Operating Expenditures Policy*.

10.0 BUILDERS LIENS

10.1 The Licensee indemnifies the Regional District from and against any builder's-liens arising from the Licensee's use of the Premises and must upon the request of the Regional District immediately cause any registered lien to be discharged from title to the Land.

11.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCE

- 11.1 (a) The Licensee must not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Land and must not bring on or deposit any soil or fill on the Land except with the written consent of the Regional District.
- (b) The Licensee must not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on or to the Land or any trees, bush or vegetation on the Land any chemical fertilizer, herbicide, pesticide, chemical product, petroleum product or any other substance which is capable of contaminating the Land or any water on the Land.

12.0 ENVIRONMENTAL MATTERS

12.1 For the purposes of paragraph 12.2 below:

- (a) **"Contaminants"** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Premises now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

12.2 The Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Premises for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Regional District, which consent may be unreasonably withheld;

- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises;
- (c) to promptly provide to the Regional District a copy of any environmental site assessment, audit, report, or test results relating to the Premises conducted by or for the Licensee at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Premises in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Licensee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (e) to promptly notify the Regional District in writing of any release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property which could contaminate the License Area or subject the Regional District or the Licensee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this License, or at any time if requested by the Regional District or required by any governmental authority under Environmental Laws, to remove from the Premises all Contaminants, and to remediate by removal any contamination of the Premises or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Premises by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this License to the contrary and notwithstanding the degree of their affixation to the Premises; and
- (g) to indemnify the Regional District and its directors, appointed officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Premises and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this paragraph 12.2 by the Licensee; or
 - (ii) any release or alleged release of any Contaminants at or from the Premises related to or as a result of the use and occupation of the Premises or any act or omission of the Licensee or any person for whom it is in law responsible.

12.3 The obligations of the Licensee under paragraph 12.2 above shall survive the expiry or earlier termination of this License.

13.0 NOTICES

- 13.1 (a) Each notice sent pursuant to this Agreement ("**Notice**") shall be in writing and shall be deemed to be sufficiently given if sent to the relevant party at the relevant address, facsimile number or e-mail address set out below. Each such Notice may be sent by registered mail, by commercial courier, by facsimile transmission, or by electronic mail.

- (b) If mailed from any government post office in the Province of British Columbia by prepaid registered mail, all notices shall be sent as follows:
 - (i) if the Regional District:

Hammond Bay Road
Nanaimo, BC, V9t 6N2
Fax: 250-248-3159
Email: recparks@rdn.bc.ca
 - (ii) if the Cedar School and Community Enhancement Society:

1644 MacMillan Road
Nanaimo, BC, V9X 1L9
- (c) Each Notice sent by electronic mail ("E-Mail Notice") must show the e-mail address of the sender, the name or e-mail address of the recipient, and the date and time of transmission, must be fully accessible by the recipient, and unless receipt is acknowledged, must be followed within twenty-four (24) hours by a true copy of such Notice, including all addressing and transmission details, delivered (including by commercial courier) or sent by facsimile transmission.
- (d) If normal mail service, facsimile or electronic mail is interrupted by strike, slow down, force majeure or other cause beyond the control of the parties, then a Notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the Notice shall utilize any other such services which have not been so interrupted or shall personally deliver such Notice in order to ensure prompt receipt thereof.
- (e) Each Party shall provide Notice to the other Party of any change of address, facsimile number, or e-mail address of such Party within a reasonable time of such change.

14.0 TERMINATION

- 14.1 If the Licensee is in default on the payment of the License Fee, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues after the giving of notice in writing by the Regional District to the Licensee, then the Regional District may terminate this Agreement and reenter the Land and the rights of the Licensee with respect to the Land and Building lapse and are absolutely forfeited.
- 14.2 The Licensee may terminate this Agreement for any reason upon giving ninety (90) days written notice to the Regional District.
- 14.3 Upon expiry or earlier termination of this Agreement the Licensee shall forthwith remove from the Premises all structures, machinery, supplies, articles, materials, effects and things at the time brought or placed hereon or therein by the Licensee and shall also, to the satisfaction of the Regional District, repair any damage and injury occasioned to the Premises by reason of such removal and the Licensee shall not be entitled to any compensation for such removal. It is further agreed that unless required by the Regional District, the Licensee shall not remove any goods, chattels, materials, effects or things from the Premises until all financial commitments required under this Agreement are fully paid.

15.0 CLEAN UP

15.1 Upon expiry or earlier termination of this Agreement, the Licensee shall clean up the Premises and restore the Premises as reasonably as may be possible to the condition of the Premises prior to the commencement of the Term.

16.0 FORFEITURE

16.1 If the Regional District, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Regional District's rights upon any subsequent breach of the same or any other provision of this Agreement.

17.0 FIXTURES AND LICENSEE'S GOODS AND CHATTELS

17.1 That, unless the Licensee upon notice from the Regional District removes them, all buildings, structures or improvements constructed on the Premises by the Licensee will at the termination of the Agreement, become the sole property of the Regional District at no cost to the Regional District. If the Licensee leaves any property, goods or chattels on the Premises after expiry of the Term, the Regional District may remove them and dispose of them in its sole discretion, and may retain any proceeds of disposition to cover all costs incurred as a result of the default of the Licensee to fulfill a Licensee Requirement.

18.0 REMEDIAL ACTION

- 18.1 (a) If the Licensee fails to do anything required of the Licensee under this Agreement, (the "**Licensee Requirement**") the Regional District may fulfill or complete the Licensee Requirement at the cost of the Licensee and may, if necessary, by its agents, officers, employees or contractors enter onto the Premises to fulfill and complete all or part of the Licensee Requirement as the Regional District determines in its sole discretion.
- (b) The Licensee releases the Regional District, its directors, appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of an act of the Regional District under this section or sections 8.1 and 8.2 except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Regional District, its directors, appointed officers, employees, agents or contractors.

19.0 REGULATIONS

19.1 The Licensee shall:

- (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Regional District or the Licensee; and
- (b) indemnify the Regional District from all lawsuits, damages, loss, costs or expenses that the Regional District may incur by reason of non-compliance by the Licensee with legal requirements or by reason of any defect in the Premises or any injury to any person or damage to any personal property brought on to the Premises. The Licensee is responsible for any damage to the Premises occurring while the Licensee is exercising its rights under this Agreement.

20.0 NO COMPENSATION

20.1 The Licensee shall not be entitled to compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the License or the loss of the Licensee's interest in any building, structure or improvement built or placed on the Premises.

21.0 DISPUTE RESOLUTION

21.1 The parties agree that both during and after the performance of their responsibilities under this Agreement, each of them shall:

- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
- (b) provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

21.2 If the dispute cannot be settled within sixty (60) days the parties will refer the matter to the arbitration of a single arbitrator mutually agreed to by the parties. If the parties cannot agree on an arbitrator, the dispute shall be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act* (B.C.). The cost of arbitration shall be borne equally by the parties.

22.0 MISCELLANEOUS

- (a) The parties agree to meet annually at the beginning of each year at a date and time to be established by the parties beginning in January 2012 to assess the effectiveness of this Agreement.
- (b) The Licensee warrants and represents that it has authority to enter into this License, taken all corporate steps necessary to authorize this License and to authorize the execution of this Agreement by the person on behalf of a group or organization is a warranty and representation to the Regional District that the Licensee has sufficient power, authority, and capacity to bind the group or organization with his or her signature.
- (c) The execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary corporate action of the Licensee, and this Agreement constitutes a legal, valid and binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms.
- (d) In consideration of being granted the use of the Premises, the Licensee agrees to be bound by the terms and conditions of this Agreement and, if the Licensee represents a group or organization, the Licensee agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (e) Waiver of any default by a party is not a waiver of any subsequent default.
- (f) The License is personal to the Licensee and the Licensee may not assign its interest to any other person without the written consent of the Regional District, which consent may be withheld by the Regional District in its sole discretion.

23.0 INTERPRETATION

- 23.1 (a) That when the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- (f) A provision in this Agreement granting the Regional District a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the Regional District in its discretion.
- (g) That this is the entire agreement between the parties.

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

REGIONAL DISTRICT OF NANAIMO)
 by its authorized signatories)
)
 _____)
 Regional District of Nanaimo Chairperson)
)
 _____)
 Senior Manager of Corporate Services)
)

CEDAR SCHOOL AND COMMUNITY)
ENHANCEMENT SOCIETY by its authorized)
 signatories)
)
 _____)
 Name:)
)
 _____)
 Name:)