

**REGIONAL DISTRICT OF NANAIMO**

**REGULAR BOARD MEETING  
TUESDAY, JULY 26, 2011  
7:00 PM**

*(RDN Board Chambers)*

**A G E N D A**

**PAGES**

- 1. CALL TO ORDER**
- PRESENTATION**
- 10                    Certificate in Local Government Service Delivery.
- 2. DELEGATIONS**
- 3. BOARD MINUTES**
- 11 - 26              Minutes of the regular Board meeting held June 28, 2011 and the Special Board meeting held July 12, 2011.
- 4. BUSINESS ARISING FROM THE MINUTES**
- 5. COMMUNICATIONS/CORRESPONDENCE**
- 27 - 28              **Melissa Noel, Coastal Invasive Plant Committee**, re Coordinated Invasive Plant Management in the Nanaimo Region.
- 6. UNFINISHED BUSINESS**
- BYLAWS**
- Public Hearing & Third Reading.**
- 29 - 39              **Report on the Public Hearing held July 18, 2011 on Bylaw No. 500.373 - Zoning Amendment Application No. PL2011-057 – City of Nanaimo – South Forks Road – Area ‘C’.** (EA Directors except EA ‘B’ – One Vote)
  1. *That the report of the Public Hearing held on July 18, 2011 on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011" be received.*
  2. *That "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011" be read a third time.*
  3. *That "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011", be adopted.*

This bylaw rezones a portion of the subject property from Resource Management 4 (RM4) to Public 4 (PU4) in order to permit a community water treatment facility.

**For Adoption.**

**Bylaw 500.371 – Fern Road Consulting Ltd. – Wembley Road - Area ‘G’.**  
(Electoral Area Directors except EA ‘B’ – One Vote)

1. *That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.371, 2011” be adopted.*

This bylaw rezones the subject property from Rural 1 (RU1) to Residential 1 (RS1) for the development of a 20-lot subdivision with park land dedication.

**Bylaw No. 1620.** (Electoral Area Directors except EA ‘B’ – One Vote)

*That “Regional District of Nanaimo Electoral Area ‘A’ Official Community Plan Bylaw No. 1620, 2011” be adopted.*

This bylaw establishes the Electoral Area ‘A’ Official Community Plan.

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

**7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE**

40 - 42 Minutes of the Electoral Area Planning Committee meeting held July 12, 2011. (for information)

**PLANNING**

**AMENDMENT APPLICATIONS**

**Zoning Amendment Application No. PL2011-023 and Development Permit with Variance Application No. PL2011-24 – Fern Road Consulting Ltd. – 883 & 899 Island Highway West – Area ‘G’.** (Electoral Area Directors except EA ‘B’ – One Vote)

1. *That the Summary of the Public Information Meeting held on April 14, 2011, be received.*
2. *That the Summary of the Public Information Meeting held on May 30, 2011, be received.*
3. *That Zoning Amendment Application No. PL2011-023 to rezone the subject property from Commercial 2 (CM2) to French Creek Landing Comprehensive Development Zone (CD48) be denied.*
4. *That staff review drive-thru’s within the context of the Board’s Strategic Plan, the Regional Growth Strategy and Official Community Plan targets for greenhouse gas reductions, and provide options for the Board’s consideration.*

***DEVELOPMENT PERMIT APPLICATIONS***

**Development Permit Application No. PL2011-101 – Donaldson – 901 Shorewood Drive – Area ‘G’.** (Electoral Area Directors except EA ‘B’ – One Vote)

*That Development Permit Application No. PL2011-101 to permit the construction of a dwelling unit be approved subject to the conditions outlined in Schedules 1 - 3.*

**Development Permit Application No. PL2011-017 – Fern Road Consulting Ltd. – 6076 Island Highway West – Area ‘H’.** (Electoral Area Directors except EA ‘B’ – One Vote)

*That Development Permit No. PL2011-017 in conjunction with a two lot bare land strata subdivision be approved subject to the conditions outlined in Schedules 1 - 2.*

***DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS***

**Development Permit with Variance Application No. PL2011-084 – Keith Brown Associates Ltd. – 1922 and 1940 Schoolhouse Road – EA ‘A’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Permit with Variance Application No. PL2011-084.** (maximum speaking time 5 minutes)

*That Development Permit with Variance Application No. PL2011-084 to permit a fascia sign on a new industrial building and a compacted gravel parking area be approved subject to the conditions outlined in Schedule 1 - 3.*

***DEVELOPMENT VARIANCE PERMIT APPLICATIONS***

**Development Variance Permit Application No. PL2011-093 – Heringa and Ladouceur – 3142 and 3146 Meadow Drive – Area ‘C’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Variance Permit Application No. PL2011-093.** (maximum speaking time 5 minutes)

*That Development Variance Permit Application No. PL2011-093 be approved subject to the conditions outlined in Schedules No. 1 - 3.*

**Development Variance Permit Application No. PL2011-107 – Sitler – 3095 Lear Road – Area ‘A’.** (Electoral Area Directors except EA ‘B’ – One Vote)

**Delegations wishing to speak to Development Variance Permit Application No. PL2011-107.** (maximum speaking time 5 minutes)

*That Development Variance Permit Application No. PL2011-107 be approved subject to the conditions outlined in Schedules No. 1 - 3.*

## 7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

43 - 47 Minutes of the Committee of the Whole meeting held July 12, 2011. (for information)

### **FINANCE AND INFORMATION SERVICES**

#### **FINANCE**

##### **Bylaw No. 1641 – Alberni Clayoquot Regional District – 2012 Permissive Tax Exemption.**

(All Directors – One Vote)

1. *That "Property Tax Exemption (Mt. Arrowsmith Regional Park) Bylaw No. 1641, 2011" be introduced and read three times.*

(All Directors – One Vote - 2/3)

2. *That "Property Tax Exemption (Mt. Arrowsmith Regional Park) Bylaw No. 1641, 2011" be adopted.*

##### **Bylaws No. 1642, 1643, 1644, 1645 – Reserve Fund Establishment Bylaws.**

(All Directors – One Vote)

1. *That "Electoral Area 'C' (Defined Area 'C') Community Parks Reserve Fund Establishment Bylaw No. 1642, 2011" be introduced and read three times*

(All Directors – One Vote - 2/3)

2. *That "Electoral Area 'C' (Defined Area 'C') Community Parks Reserve Fund Establishment Bylaw No. 1642, 2011" be adopted.*

(All Directors – One Vote)

3. *That "Building Inspection Service Operational Reserve Fund Establishment Bylaw No, 1643, 2011" be introduced and read three times.*

(All Directors – One Vote - 2/3)

4. *That "Building Inspection Service Operational Reserve Fund Establishment Bylaw No. 1643, 2011" be adopted.*

(All Directors – One Vote)

5. *That "Englishman River Community Storm Water Management Service Area Reserve Fund Establishment Bylaw No. 1644, 2011" be introduced and read three times.*

(All Directors – One Vote - 2/3)

6. *That "Englishman River Community Storm Water Management Service Area Reserve Fund Establishment Bylaw No. 1644, 2011" be adopted.*

(All Directors – One Vote)

7. *That "Whiskey Creek Water Service Reserve Fund Establishment Bylaw No. 1645, 2011" be introduced and read three times.*

(All Directors – One Vote - 2/3)

8. *That "Whiskey Creek Water Service Reserve Fund Establishment Bylaw No. 1645, 2011" be adopted.*

## **FIRE DEPARTMENTS**

**BC Ambulance Service – Request for Temporary Vehicle Shelter Extension.**  
(All Directors – One Vote)

*That the request by the BC Ambulance Service to extend the temporary vehicle shelter permit at the site of the Bow Horn Bay Fire Department be approved subject to the removal and replacement of the shelter with a permanent structure on or before June 30, 2012.*

**Request for Approval for Bow Horn Bay Volunteer Fire Department to Purchase Rescue Vehicle from Nanoose Bay Volunteer Fire Department.**

(All Directors – Weighted Vote)

1. *That the capital purchase of a 1995 Freightliner FL60 fire rescue/mini-pumper vehicle by the Bow Horn Bay Volunteer Fire Department from the Nanoose Bay Volunteer Fire Department at a cost of \$20,000 be approved.*

(All Directors – Weighted Vote – 2/3)

2. *That Bow Horn Bay Fire department vehicle reserve funds in the estimated amount of \$20,000 be released for this purpose when required.*

## **DEVELOPMENT SERVICES**

### **PLANNING**

**Electoral Area 'A' Cedar Main Street Design Project – Terms of Reference.**  
(Electoral Area Directors except EA 'B' – One Vote)

1. *That the staff report on the Cedar Main Street Design Project Terms of Reference be received.*
2. *That the Cedar Main Street Design Project Terms of Reference (attached as Schedule No. 1) be endorsed by the Board.*

3. *That applications to amend the new Electoral Area 'A' Official Community Plan or to rezone lands in a way which is not consistent with the intent of the Cedar Main Street land use designation not be considered while the Cedar Main Street Design Project is underway.*

## **REGIONAL AND COMMUNITY UTILITIES**

### **WATER**

**Proposed Rainwater Harvesting Incentive Pilot Program.** (All Directors – One Vote)

*That the Board approve the proposed Rainwater Harvesting Incentive Program Pilot for Electoral Area 'B' and the proposed Yellow Point DPA.*

## **TRANSPORTATION AND SOLID WASTE SERVICES**

### **TRANSIT**

**Highway 19A Speed Limit.** (All Directors – One Vote)

*That a letter be sent to the Ministry of Transportation and Infrastructure requesting that the Ministry undertake a review of the speed limit on the section of Highway 19A, which is in Electoral Area 'G' between the Rath Trevor Beach Provincial Park and the City of Parksville boundary at the Englishman River bridge, to determine if the speed limit should be reduced to 50km/h.*

## **COMMISSION, ADVISORY & SELECT COMMITTEE**

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

1. *That the minutes from the meeting of the Electoral Area 'H' Parks and Open Space Advisory Committee held May 25, 2011 be received for information.*
2. *That staff be directed to prepare a report on Dunsmuir Community Park summarizing issues and identifying options to improve the park.*
3. *That the Qualicum Bay Lions Club Grant-In-Aid application in the amount of \$6,739.23, for painting of the Lion's Recreation Centre, be approved and funded by the Electoral Area 'H' Community Parks Function Budget.*

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

*That the minutes from the meeting of the East Wellington and Pleasant Valley Parks and Open Space Advisory Committee held June 13, 2011 be received for information.*

**Drinking Water Watershed Protection Advisory Committee.** (All Directors – One Vote)

1. *That the minutes from the meeting of the Drinking Water Watershed Protection Advisory Committee meeting held June 22, 2011 be received for information.*
2. *That the Drinking Water Watershed Protection Advisory Committee terms of reference be amended to include a representative from Fisheries and Oceans Canada.*

**Arrowsmith Water Service Management Board.** (All Directors – One Vote)

*That the minutes from the meeting of the Arrowsmith Water Service Management Board meeting held June 23, 2011 be received for information.*

**NEW BUSINESS**

**Gabriola Health Care Foundation, re the Community Health and Urgent Care Clinic Project.** (All Directors – One Vote)

*That the Board waive 50% of the building permit fee for the Gabriola Health Care Foundation project to provide an urgent care facility on Gabriola Island, and that staff investigate alternate ways of funding the building inspection fees for the Gabriola Health Care Foundation and Society, rather than from the Building Inspection function, and report back to the Board.*

**7.3 EXECUTIVE STANDING COMMITTEE**

**7.4 COMMISSIONS**

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

48 - 49

**Electoral Area ‘B’ Parks and Open Space Advisory Committee.**

(All Directors – One Vote)

Minutes from the Electoral Area ‘B’ Parks and Open Space Advisory Committee meeting held May 3, 2011. (for information)

1. *That the South Road Community Park old stairway (G142) be removed and that the bench and guardrail be retained.*
2. *That the Regional District survey and submit permit applications to MoTI for water accesses G139 (El Verano Turnabout) and G140 (Gabriola Cemetery).*

50 - 53                    **Electoral Area ‘E’ Parks and Open Space Advisory Committee.**

(All Directors – One Vote)

Minutes from the Electoral Area ‘E’ Parks and Open Space Advisory Committee meeting held June 6, 2011. (for information)

*That the Regional District approve the Lions Club storage of a twenty-five (25) foot trailer at the rear of Nanoose Place, providing there will be no major modifications of the site, other than the removal of one small arbutus tree and the limbing of adjacent fir trees.*

54 - 57                    **Electoral Area ‘F’ Parks and Open Space Advisory Committee.** (All Directors – One Vote)

Minutes from the Electoral Area ‘F’ Parks and Open Space Advisory Committee meeting held June 27, 2011. (for information)

58 - 74                    **Emergency Management Select Committee.**

(All Directors – One Vote)

Minutes from the Emergency Management Select Committee meeting held July 13, 2011. (for information)

*1. That the Hazard Vulnerability Risk Analysis Public Consultation Plan for Electoral Area ‘A’ be approved.*

(All Directors – Weighted Vote)

*2. That the licence agreement between the Sunshine Coast Regional District and the Regional District of Nanaimo for the installation and maintenance of a dual band vertical radio antenna and repeater in the Regional District of Nanaimo Transit building be approved for a five year term beginning July 1, 2011 and ending June 30, 2016.*

**8. ADMINISTRATOR’S REPORTS**

75 - 76                    Fire Departments Authority to Respond to Emergencies Outside Fire Protection Boundaries. (All Directors – One Vote)

77 - 100                    Crown Land Licence of Occupation Renewal Offer for Malcolm Community Park - Electoral Area ‘F’. (All Directors – Weighted Vote)

101 - 102                    BC Ferries Pump Ashore Program. (All Directors – One Vote)

103 - 104                    French Creek Pollution Control Centre Biosolids Contract Extension. (All Directors – Weighted Vote)

105 - 106                    Infrastructure Planning Grant Application – Request for Support – Streamlined Water Use Reporting Tool (SWURT). (All Directors – One Vote)



- 107 - 110 Phase 2 Transit Upgrade and Expansion. (All Directors – Weighted Vote)
- 111 - 112 Agricultural Area Plan Update. (All Directors – One Vote)
- 113 - 115 Strategic Community Investment Funds Grant. (All Directors – One Vote)
- 116 - 124 Regional Services Review – Phase III. (All Directors – One Vote)
- Nanoose Bay Fire Hall Tender Award. (All Directors – Weighted Vote) (Report to be circulated.)

**9. ADDENDUM**

**10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**11. NEW BUSINESS**

**12. BOARD INFORMATION (Separate enclosure on blue paper)**

**13. ADJOURNMENT**

**14. IN CAMERA**





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CAO'S OFFICE			
CAO	<input checked="" type="checkbox"/>	GMR&PS	
GMDS		GMT&SWS	
GMF&IS		GMR&CS	
JUL 6 2011			
SMCA		BOARD	
CHAIR	<input checked="" type="checkbox"/>		

June 27, 2011

Joe Stanhope, Chair  
Nanaimo Regional District  
6300 Hammond Bay Rd  
Nanaimo BC V9T 6N2

Dear Chair Joe Stanhope:

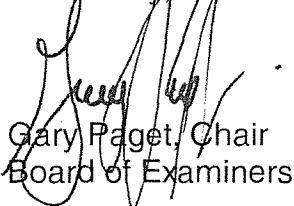
I am pleased to advise you that Greg Keller, Senior Planner for the Nanaimo Regional District, was awarded a Certificate in Local Government Service Delivery at a recent meeting of the Provincial Board of Examiners.

Greg's certificate is enclosed for presentation to him. At your discretion, you may wish to present the certificate either informally or formally, along with your Board. The British Columbia Board of Examiners greatly appreciates your cooperation in making this presentation at your earliest convenience.

You may know that the British Columbia Board of Examiners is established under Section 204 of the *Local Government Act*. A major function of the Board is the granting of certificates in Local Government to local government officials who qualify under the Regulations of the Board.

Greg is to be commended on this achievement which recognizes both his academic qualifications and work experience in the local government field.

Yours truly,



Gary Paget, Chair  
Board of Examiners

Enclosure

pc: Greg Keller

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE REGULAR MEETING OF THE BOARD  
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON  
TUESDAY, JUNE 28, 2011 AT 7:00 PM IN THE  
RDN BOARD CHAMBERS**

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director L. Biggemann	Electoral Area F
Director D. Bartram	Electoral Area H
Director M. Lefebvre	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director B. Holdom	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
M. Pearse	Sr. Mgr., Corporate Administration
W. Idema	A/ Gen. Mgr., Finance & Information Services
P. Thorkelsson	Gen. Mgr., Development Services
J. Finnie	Gen. Mgr., Regional & Community Utilities
T. Osborne	Gen. Mgr., Recreation & Parks Services
D. Trudeau	Gen. Mgr., Transportation & Solid Waste Services
N. Hewitt	Recording Secretary

**DELEGATIONS**

**Barbara Campbell, re Well Water Quality, South Forks Road, Area 'C'.**

Ms. Campbell discussed her concerns for the water quality in the South Forks Area and requested consideration to connect to the future water treatment plant on South Forks Road.

**Janette Poncratz-Doyle, re Well Water Quality, South Forks Road, Area 'C'.**

Ms. Poncratz-Doyle spoke about the possible water treatment plant in South Forks Road area and requested that a number of properties in the area be granted a connection to the water line.

## LATE DELEGATIONS

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

CARRIED

### **Bill Sims, Manager Water Resources, City of Nanaimo.**

Mr. Sims presented a visual and verbal overview of the zoning amendment application for the water treatment plant on South Forks Road.

## BOARD MINUTES

MOVED Director Bartram, SECONDED Director Lefebvre, that the minutes of the regular Board meeting held May 24, 2011 be adopted.

CARRIED

## COMMUNICATIONS/CORRESPONDENCE

### **Dawn Burnett, Resignation from the City of Nanaimo Parks, Recreation and Culture Commission and from the Electoral Area 'A' Parks, Recreation and Culture Commission.**

MOVED Director Bartram, SECONDED Director Burnett, that the correspondence from Dawn Burnett be received.

CARRIED

## BYLAWS

### **Bylaw No. 500.370.**

MOVED Director Young, SECONDED Director Burnett, that the report of the Public Hearing held on June 9, 2011 on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No 500.370, 2011" be received.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.370, 2011" be read a third time.

CARRIED

### **Bylaw No. 1309.01.**

MOVED Director Young, SECONDED Director Burnett, that the responses to the referral for acceptance of "Regional Growth Strategy Amendment Bylaw No. 1309.01" be received.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that "Regional Growth Strategy Amendment Bylaw No. 1309.01, 2011" be read a third time.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that "Regional Growth Strategy Amendment Bylaw No. 1309.01, 2011" be adopted.

CARRIED

**Bylaw No. 1148.07.**

MOVED Director Young, SECONDED Director Burnett, that “Regional District of Nanaimo Arrowsmith Benson – Cranberry Bright Official Community Plan Amendment Bylaw No. 1148.07” be adopted.

CARRIED

**Bylaw No. 889.60.**

MOVED Director Holme, SECONDED Director Johnstone, that “Regional District of Nanaimo Northern Community Sewer Local Service Boundary Amendment Bylaw No. 889.60” be adopted.

CARRIED

**Bylaw No. 1498.01.**

MOVED Director Burnett, SECONDED Director Young, that "Duke Point Sewer Service Area Development Cost Charges Amendment Bylaw No. 1498.01, 2011" be adopted.

CARRIED

**Bylaw No. 500.371.**

MOVED Director Bartram, SECONDED Director Young, that the report of the Public Hearing held on May 17, 2011 on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.371, 2011 be received.

CARRIED

MOVED Director Bartram, SECONDED Director Young, that “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.371, 2011” be read a third time.

CARRIED

MOVED Director Bartram, SECONDED Director Young, that staff work with the developer and the Ministry of Transportation and Infrastructure through the subdivision process to mitigate the impacts of site development on the surrounding residential neighbourhood.

CARRIED

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

**ELECTORAL AREA PLANNING STANDING COMMITTEE**

MOVED Director Bartram, SECONDED Director Burnett, that the minutes of the Electoral Area Planning Committee meeting held June 14, 2011 be received for information.

CARRIED

**PLANNING**

***AMENDMENT APPLICATIONS***

**Bylaw No. 500.373 to Support Zoning Amendment Application No. PL2011-057 – City of Nanaimo – South Forks Road – Area ‘C’.**

MOVED Director Young, SECONDED Director Burnett, that the summary of the Public Information Meeting held on May 18, 2011, be received.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011 ", be introduced and read two times.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that the Public Hearing on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011" be delegated to Director Young or another Area Director.

CARRIED

***DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS***

**Development Permit with Variance Application No. PL2011-052 – Mike Seargeant – 3441 Trans Canada Highway – Area ‘A’.**

MOVED Director Burnett, SECONDED Director Young, that Schedule No. 1 Conditions of Approval – Minimum Setback Requirements be amended to reduce the setback for the proposed free-standing sign from the east property line (Trans Canada Highway) from 10.0 metres to 6.0 metres.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that Schedule No. 1 Conditions of Approval – Landscaping be amended to require that the proposed landscaping improvements ensure adequate sight lines at the intersection of Aqua Terra Road and Trans Canada Highway, and that the applicant be required to submit a revised Landscaping Plan and Security prior to issuance of a Building Permit.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that Development Permit with Variance Application No. PL2011-052 be approved subject to the conditions outlined in Schedule 1.

CARRIED

**Development Permit with Variance Application No. PL2011-058 – Quentin & Melissa Koop – 1401 Greig Road – Area ‘G’.**

MOVED Director Bartram, SECONDED Director Holme, that Development Permit with Variance Application No. PL2011-058 be approved subject to the conditions outlined in Schedule No. 1.

CARRIED

***DEVELOPMENT VARIANCE PERMIT***

**Development Variance Permit Application No. PL2011-085 – Regional & Community Utilities, Regional District of Nanaimo - 2471/2473 Nanoose Road - Area ‘E’.**

MOVED Director Holme, SECONDED Director Burnett, that Development Variance Permit Application No. PL2011-085 be approved subject to the conditions outlined in Schedule No. 1.

CARRIED

***OTHER***

**Bylaw No. 1432.02 - Proposed Amendments to Regional District of Nanaimo Development Approval Procedures and Notification Bylaw.**

MOVED Director Bartram, SECONDED Director Holme, that "Regional District of Nanaimo Development Approval Procedures and Notification Amendment Bylaw No. 1432.02, 2011" be introduced and read three times.

CARRIED

MOVED Director Bartram, SECONDED Director Holme, that "Regional District of Nanaimo Development Approval Procedures and Notification Amendment Bylaw No. 1432.02, 2011" be adopted.

CARRIED

**Request for Frontage Relaxation on Subdivision Application No. PL2010-197 – Fern Road Consulting Ltd. – 6120 Island Highway West – Area ‘H’.**

MOVED Director Bartram, SECONDED Director Burnett, that the request to relax the minimum 10% perimeter frontage requirement width requirement be approved.

CARRIED

**Subdivision and Non-farm Use Within the ALR.**

MOVED Director Bartram, SECONDED Director Burnett, that Policy B1.8, "Review of Provincial Agricultural Land Reserve Applications" be amended to:

- a) Authorize all subdivision and non-farm use applications to be forwarded to the Agricultural Land Commission, and
- b) Include a general policy statement, as amended, that will be forwarded to the ALC with each subdivision application.

CARRIED

**COMMITTEE OF THE WHOLE STANDING COMMITTEE**

MOVED Director Holdom, SECONDED Director Burnett, that the minutes of the Committee of the Whole meeting held June 14, 2011 be received for information.

CARRIED

**COMMUNICATIONS/CORRESPONDENCE**

**J. A. Ferrero, re People with Disabilities.**

MOVED Director Burnett, SECONDED Director Ruttan, that the correspondence from J.A. Ferrero be received.

CARRIED

***FINANCE AND INFORMATION SERVICES***

**FINANCE**

**Use of Development Cost Charges in 2010.**

MOVED Director Holme, SECONDED Director Holdom, that the report on Development Cost Charges provided under Section 937.01 be received for information.

CARRIED

**Bylaws No. 1078.07 and 1317.03 - Board Remuneration Review and Recommendations.**

MOVED Director Burnett, SECONDED Director Holdom, that the recommendations of the Board Remuneration Committee be approved.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that "Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Bylaw No. 1078.07, 2011" be introduced and read three times.

CARRIED



MOVED Director Burnett, SECONDED Director Holdom, that "Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Bylaw No. 1078.07, 2011" be adopted.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that "Regional District of Nanaimo Board Remuneration and Expenses (Electoral Areas Only) Bylaw No. 1317.03, 2011" be introduced and read three times.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that "Regional District of Nanaimo Board Remuneration and Expenses (Electoral Areas Only) Bylaw No. 1317.03, 2011" be adopted.

CARRIED

**Central Island 911 Service Update.**

MOVED Director Burnett, SECONDED Director Holme, that the report be received for information.

CARRIED

**Bylaw No. 1611 - Renewal of Central Island 911 Partnership Agreement and 911 Call Answer Levy.**

MOVED Director Burnett, SECONDED Director Young, 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.

CARRIED

MOVED Director Burnett, SECONDED Director Young, 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".

CARRIED

MOVED Director Burnett, SECONDED Director Young, 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.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that "911 Call Answer Levy Bylaw No. 1611, 2011" be introduced and read three times.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that "911 Call Answer Levy Bylaw No. 1611, 2011" be adopted.

CARRIED

**Fire Departments Authority to Respond to Emergencies Outside Fire Protection Boundaries.**

MOVED Director Holme, SECONDED Director Burnett, 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.

CARRIED

MOVED Director Holme, SECONDED Director Burnett, 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.

CARRIED

### ***DEVELOPMENT SERVICES***

#### **BUILDING & BYLAW**

##### **Building Inspection – Contaminated Building Remediation Policy.**

MOVED Director Bartram, SECONDED Director Rudischer, that the Board policy entitled "Building Inspection Procedure for the Remediation of Contaminated Buildings" be adopted as outlined in Schedule No. 1.

CARRIED

##### **Building Inspection – Building Bylaw Contravention – 3106 Northwest Bay Road – Area ‘E’.**

MOVED Director Holme, SECONDED Director Unger, 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.

CARRIED

##### **Bylaw Enforcement – Zoning and Building Bylaw Contraventions – 146 Kinkade Road – Area ‘G’.**

MOVED Director Bartram, SECONDED Director Burnett, 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 No. 500, 1987.”

CARRIED

#### **PLANNING**

##### **Bylaw No. 1615 – Regional District of Nanaimo Growth Strategy Bylaw and Summary of Public Input.**

MOVED Director Westbroek, SECONDED Director Bartram, that the report summarizing the results of Phase 3 of the RGS review community consultation process be received.

CARRIED

MOVED Director Westbroek, SECONDED Director Lefebvre, 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.

CARRIED

MOVED Director Westbroek, SECONDED Director Lefebvre, that "Regional District of Nanaimo Growth Strategy Bylaw No 1615, 2011" be introduced and read two times.

CARRIED

MOVED Director Bartram, SECONDED Director Johnstone, that two public hearings on "Regional District of Nanaimo Growth Strategy Bylaw No. 1615, 2011" be scheduled and chaired by Director Stanhope or the Deputy Chair.

CARRIED

***REGIONAL AND COMMUNITY UTILITIES***

**LIQUID WASTE**

**Greater Nanaimo Pollution Control Centre and Nanaimo Community Gardens Society Agreement.**

MOVED Director Burnett, SECONDED Director Holdom, 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.

CARRIED

**WATER**

**Drinking Water and Watershed Protection – Water Budget Project – Expenditure of Reserve Funds.**

MOVED Director Bartram, SECONDED Director Burnett, 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.

CARRIED

***TRANSPORTATION AND SOLID WASTE SERVICES***

**SOLID WASTE**

**Regional Landfill – Cedar Road Bioenergy Facility Expansion Agreement.**

MOVED Director Holdom, SECONDED Director Ruttan, that the Board approve the Fifth Amending (Facility Expansion) Agreement with Cedar Road Bioenergy Inc.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

**Arrowsmith Water Services Management Board.**

MOVED Director Lefebvre, SECONDED Director Westbroek, that the minutes from the meeting of the Arrowsmith Water Service Management Board held April 26, 2011 be received for information.

CARRIED

**District 69 Recreation Commission.**

MOVED Director Bartram, SECONDED Director Holdom, that the minutes from the meeting of the District 69 Recreation Commission held May 19, 2011 be received for information.

CARRIED

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

Arrowsmith Community Enhance. 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

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

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

CARRIED

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

MOVED Director Bartram, SECONDED Director Biggemann, 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.

CARRIED

#### **District 69 Recreation Services Fees and Charges.**

MOVED Director Bartram, SECONDED Director Holme, that the 2011-2012 Northern Community Recreation Services Program Fees be approved as provided in Appendix 'A'.

CARRIED

MOVED Director Bartram, SECONDED Director Lefebvre, that the 2011-2012 program, admission and rental fees for Oceanside Place be approved as provided in Appendix 'B'.

CARRIED

MOVED Director Bartram, SECONDED Director Lefebvre, that the 2011-2012 program, admission and rental fees for Ravensong Aquatic Centre be approved as provided in Appendix 'C'.

CARRIED

MOVED Director Bartram, SECONDED Director Lefebvre, that the Fees and Charges Policy be approved as amended in Appendix 'E'.

CARRIED

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

MOVED Director Burnett, SECONDED Director Holdom, that the minutes from the meeting of the Electoral Area 'A' Parks, Recreation and Culture Commission held May 26, 2011 be received for information.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, 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

MOVED Director Burnett, SECONDED Director Holdom, that the Electoral Area 'A' Recreation and Culture Services Fees and Charges Policy be approved as amended in Appendix A.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, that the Electoral Area 'A' Recreation and Culture Services 2011-12 program fees and charges be approved as outlined in Appendix B.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, 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 Director Burnett, SECONDED Director Holdom, 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 Director Burnett, SECONDED Director Holdom, that a memorial bench policy in RDN Parks be developed.

CARRIED

MOVED Director Burnett, SECONDED Director Holdom, 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

MOVED Director Burnett, SECONDED Director Holdom, 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**

**People with Disabilities.**

MOVED Director Holme, SECONDED Director Young, that correspondence be sent to senior levels of government regarding services required to assist people with disabilities.

CARRIED

**NEW BUSINESS**

**Noise Control Regulatory Bylaw No. 1082.**

MOVED Director Rudischer, SECONDED Director Bartram, that staff be directed to examine the feasibility of amending Electoral Area 'B' Noise Control Bylaw No. 1082 to include firearms related noise and report back to the Board.

CARRIED

**EXECUTIVE STANDING COMMITTEE**

**COMMISSIONS**

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

**Transit Select Committee.**

MOVED Director Holdom, SECONDED Director Bestwick, that the minutes from the meeting of the Transit Select Committee held June 15, 2011 be received for information.

CARRIED

MOVED Director Holdom, SECONDED Director Ruttan, that the Board receive the report on the Electoral Area 'A' Transit Service Feasibility Study for information and direct staff to investigate the full financial impacts of the various expansion options and to work with BC Transit to prioritize the proposed service increase and update the RDN Transit Business Plan as required.

CARRIED

MOVED Director Holdom, SECONDED Director Ruttan, that staff be directed to investigate the financial impact of introductory midday scheduled paratransit service for implementation in the 2011/2012 budget year.

CARRIED

MOVED Director Holdom, SECONDED Director Ruttan, that the Board receive the report on the Electoral Area 'H' Transit Service Feasibility Study for information and direct staff to investigate the full financial impacts of the various expansion options, to work with BC Transit to prioritize the proposed service increase and to update the RDN Transit Business Plan as required.

CARRIED

MOVED Director Holdom, SECONDED Director Ruttan, that the Board approve the Bus Stop Realignment Program.

CARRIED

MOVED Director Holdom, SECONDED Director Ruttan, that the Board approve the U-PASS Promotion Campaign and direct staff to work with BC Transit to implement the campaign.

CARRIED

MOVED Director Holdom, SECONDED Director Ruttan, that the Board approve the 2011/2012 Annual Operating Agreement and direct staff to work with BC Transit staff to reduce debt service costs by having interior/exterior retrofit work postponed until the RDN transit body bay is completed and the work can be done by RDN staff.

CARRIED

**Sustainability Select Committee.**

MOVED Director Lefebvre, SECONDED Director Bartram, that the minutes from the meeting of the Sustainability Select Committee held June 15, 2011 be received for information.

CARRIED

MOVED Director Lefebvre, SECONDED Director Bartram, that the staff report on Carbon Management in the RDN be received for information purposes.

CARRIED

MOVED Director Lefebvre, SECONDED Director Bartram, that the Community Emissions Model report be received for information purposes.

CARRIED

**Regional Parks and Trails Advisory Committee.**

MOVED Director Holdom, SECONDED Director Holme, that the minutes from the meeting of the Regional Parks and Trails Advisory Committee held June 21, 2011 be received for information.

CARRIED

**Moorecroft Regional Park Management Plan Terms of Reference.**

MOVED Director Holdom, SECONDED Director Holme, that the Terms of Reference for the Moorecroft Regional Park Management Plan be approved.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that staff be directed to issue a Request for Proposals for a Project Consultant for the development of the Moorecroft Regional Park Management Plan.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that two members of the Regional Parks and Trails Advisory Committee be appointed to participate as members of the Moorecroft Regional Park Management Plan Sub Committee.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that Mr. Van Eynde and Mr. Young be appointed as the Regional Parks and Trails Advisory Committee representatives on the Moorecroft Regional Park Management Plan Sub Committee.

CARRIED

**Mount Arrowsmith Massif Regional Park Management Plan.**

MOVED Director Holdom, SECONDED Director Johnstone, that the Mt. Arrowsmith Massif Regional Park Management Plan be approved.

CARRIED

**Horne Lake Regional Park Concept Plan.**

MOVED Director Holdom, SECONDED Director Johnstone, that the Concept Plan for facility and infrastructure improvements at Horne Lake Regional Park be received as information.

CARRIED

MOVED Director Holdom, SECONDED Director Johnstone, that staff undertake the Northpark water system upgrade and assemble an in-house integrated design team.

CARRIED

MOVED Director Holdom, SECONDED Director Johnstone, that as part of the 2012 work plan, staff be directed to review the concept plan and related costs and provide development alternatives that prioritize essential infrastructure requirements to be undertaken in the short and long term.

CARRIED

## **ADMINISTRATOR'S REPORTS**

### **Tri-Regional District Solid Waste Study.**

MOVED Director Johnstone, SECONDED Director Kipp, that the Board receive the Tri-Regional District Solid Waste Study for information and direct staff to continue to explore the feasibility of WTE as new information becomes available.

CARRIED

### **Nanoose Bay Peninsula Water Treatment Plant Construction and Engineering Services Award.**

MOVED Director Holme, SECONDED Director Bartram, that the Board approve a total project budget of \$1,990,000 for the Nanoose Bay Peninsula Water Service Area Treatment Plant.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that the Board award the construction contract for the new Nanoose Bay Peninsula Water Service Area Treatment Plant to C & M Development Inc. for a tendered value of \$1,580,504.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that the Board award the engineering services contract during construction of the Nanoose Bay Peninsula Water Service Area Treatment Plant to Worley Parsons for a total value of \$102,180.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that the Board award the geotechnical engineering services during the construction to Lewkowich Engineering for a total value of \$4,145.

CARRIED

### **Arrowsmith Water Service Joint Venture Agreement.**

MOVED Director Lefebvre, SECONDED Director Westbrook, that the Arrowsmith Water Service Joint Venturer Agreement between the City of Parksville, the Town of Qualicum Beach and the Regional District of Nanaimo, be approved for a five year term expiring on June 30, 2016.

CARRIED

### **Englishman River Water Service Joint Venture Agreement.**

MOVED Director Lefebvre, SECONDED Director Westbrook, that the "Englishman River Water Service Joint Venturer Agreement" between the City of Parksville and the Regional District of Nanaimo be approved for a five year term expiring on June 30, 2016.

CARRIED

### **2011 UBCM Resolution – Ecosystem Based Offsets for Local Government.**

MOVED Director Westbrook, SECONDED Director Bartram, that the Ecosystem Based Offsets for Local Government resolution be endorsed by the Board, and submitted to the UBCM by June 30<sup>th</sup> for debate at the 2011 UBCM Conference.

CARRIED



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

### **Appointment to the City of Nanaimo Parks, Recreation and Culture Commission.**

MOVED Director Bartram, SECONDED Director Rudischer, that Joe Burnett be appointment to the City of Nanaimo Parks, Recreation and Culture Commission.

CARRIED

### **Potable Water Study for South Forks Area.**

MOVED Director Young, SECONDED Director Burnett, that a water study be completed on the South Forks Area including feasibility and costs of connecting to the City of Nanaimo project.

CARRIED

## **NEW BUSINESS**

### **Speed Limit – Parksville Boundary.**

MOVED Director Lefebvre, SECONDED Director Westbroek, that staff bring back a report to the next Committee of the Whole meeting regarding the speed limit on Highway 19A south of Parksville boundary.

CARRIED

## **BOARD INFORMATION**

### **Electoral Area ‘A’ Skate Park Project.**

MOVED Director Burnett, SECONDED Director Young, that staff send correspondence to Assistant Deputy Minister Mike Furey expressing disappointment for not receiving funding from the Towns of Tomorrow grant program for the Electoral Area ‘A’ skate park project and ask for the rationale that another community received grant moneys for a skate park project.

CARRIED

### **Surveyor of Taxes fee for Collection of Regional District Taxes.**

MOVED Director Burnett, SECONDED Director Holme, that staff prepare a report on the implications of the request from the Regional District of Bulkley Nechako to have the Province reduce the fee charged to Regional Districts for the collection of rural taxes with respect to the fees applied by the Surveyor of Taxes to the Regional District of Nanaimo.

CARRIED

## **ADJOURNMENT**

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

CARRIED

TIME: 8:44 PM

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION

**REGIONAL DISTRICT OF NANAIMO**  
**MINUTES OF THE SPECIAL BOARD**  
**MEETING HELD ON TUESDAY, JULY 12, 2011 AT 7:38 PM**  
**IN THE RDN BOARD CHAMBERS**

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director D. Bartram	Electoral Area H
Director M. Lefebvre	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director B. Holdom	City of Nanaimo
Alternate	
Director T. Greves	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
M. Pearse	Sr. Mgr., Corporate Administration
W. Idema	A/ Gen. Mgr., Finance & Information Services
P. Thorkelsson	Gen. Mgr., Development Services
J. Finnie	Gen. Mgr., Regional & Community Utilities
T. Osborne	Gen. Mgr., Recreation & Parks Services
D. Trudeau	Gen. Mgr., Transportation & Solid Waste Services
N. Hewitt	Recording Secretary

**BYLAWS**

**For Adoption.**

**Bylaw No. 500.369 - 2834 Northwest Bay Road – Area ‘E’.**

MOVED Director Holme, SECONDED Director Bartram, that “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.369, 2011” be adopted.

CARRIED

**ADMINISTRATOR’S REPORTS**

**Vancouver Island Regional Library Service Establishment & Borrowing Bylaws No. 1632, 1633, 1634 and 1635.**

MOVED Director Holdom, SECONDED Director Holme, that "Regional Library Capital Financing Service Establishment Bylaw No. 1632, 2011" be adopted.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that "Regional Library Capital Financing Service Loan Authorization Bylaw No. 1633, 2011" be adopted.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that "Regional Library Capital Financing Service Security Issuing Bylaw No. 1634, 2011" be adopted.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that "Regional Library Capital Financing Service Temporary Borrowing Bylaw No. 1635, 2011" be adopted.

CARRIED

MOVED Director Holdom, SECONDED Director Holme, that the Chair and Senior Manager, Corporate Administration be authorized to execute the Indebtedness Agreement with VIRL.

CARRIED

**Nanoose Bay Fire Hall Construction.**

MOVED Director Holme, SECONDED Director Bartram, that all bids for the Nanoose Bay Firehall construction tender be rejected.

CARRIED

MOVED Director Holme, SECONDED Director Bartram, that staff and the project consultants be directed to approach the lowest qualified bidder that is prepared to negotiate, to determine whether project requirements and bidder price can be negotiated to ensure the project cost is within the established budget and borrowing authority.

CARRIED

**NEW BUSINESS**

**French Creek Harbour Project.**

MOVED Director Bartram, SECONDED Director Lefebvre, that staff be directed to advise the Department of Fisheries and Oceans (DFO) of community concerns regarding the noise levels associated with the French Creek Harbour project, and forward a letter to DFO outlining the concerns.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 7:46 PM

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION



# Coastal Invasive Plant Committee

P.O. Box 48114, 3575 Douglas Street  
 Victoria, BC V8Z 7H5  
 250-857-2472

[info@coastalinvasiveplants.com](mailto:info@coastalinvasiveplants.com)  
[www.coastalinvasiveplants.com](http://www.coastalinvasiveplants.com)

CAO'S OFFICE		
CAO	<input checked="" type="checkbox"/>	GMR&PS
GMDS		GMT&SWS
GMF&IS		GMR&CS
JUL 11 2011		
SMCA		BOARD <input checked="" type="checkbox"/>
CHAIR		Corresp.

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

June 22, 2011

Re: Coordinated Invasive Plant Management in the Nanaimo Region

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Dear Board Members:

Thank you for providing the opportunity to have the Coastal Invasive Plant Committee (CIPC) present to the Regional District of Nanaimo on invasive plant issues, options for management and partnering in strategic management initiatives. We hope that the information provided was helpful in learning about local invasive plants, and understanding their impacts on both our natural areas and natural resource industries. The issues being faced by land stakeholders around invasive plants are becoming increasingly apparent, as these plant populations continue to expand. Left unmanaged, the costs associated with management will continue to increase, while opportunities for success in eradicating or controlling these species, and protecting our natural areas, will become less likely. It is commonly believed by organizations working on invasive plant management that through cooperative commitments to management efforts now, land managers can expect to see reduced impacts to their natural areas and resources, as well as reductions in long term management costs.

This 2011 field season, the CIPC will be coordinating targeted inventories, treatments and removals on Vancouver Island, the Gulf Islands and Sunshine Coast, including areas in the Nanaimo and surrounding areas. Through a 'single agency' delivery approach, which has been trialed and proven to be successful in other regions, management activities will be conducted on the lands of all participating agencies. Our partners in this area currently include: the Ministry of Transportation and Infrastructure, BC Hydro and Fortis BC, as well as local governments from other regions of the CIPC. Additional seed funding has been provided by the Province for the delivery of coordinated management programs in the CIPC operating area. We are currently seeking new partnerships with local governments and organizations in these activities, in order to increase our program's overall capacity and effectiveness

The CIPC would like to ask the Regional District of Nanaimo to consider making a financial contribution towards our coordinated invasive plant management program in 2011. The proceeds of these funds would go directly towards management activities on Regional District lands. Listed below are some suggested management activities in 2011:

- Parks staff training – invasive plant identification and management strategies. Training could be delivered either through 2-3 1-hour tailgate sessions or as one half-day field tour of sites located Regional District lands.
- Survey the Regional District's natural areas (parks and trails) for the presence of priority invasive plants:
- Respond to / treat giant new and existing known hogweed sites found on Regional District lands
- Crew to assist local organizations (i.e. NALT, Friends of Harewood Plains, The Nature Conservancy of BC, Snuneymuxw First Nations) with priority management activities within the Regional District.

A verbal or written report outlining the activities conducted and future recommendations can be provided to the Regional District at the end of the season. We thank you for your interest in this matter, and look forward to discussing the possibility for coordinated invasive plant management in the Nanaimo area. If you have questions about our program and additional services that can be provided, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Noel".

Melissa Noel, Coordinator

cc. Tom Osborne General Manager, Recreation and Parks Services Regional District of Nanaimo



RDN REPORT	
CAO APPROVAL <i>(initials)</i>	
EAP	
COW	
JUL 20 2011	
RHD	
BOARD	✓ July 26/11

**MEMORANDUM**

**TO:** Dale Lindsay  
Manager of Current Planning

**DATE:** July 20, 2011

**FROM:** Susan Cormie  
Senior Planner

**FILE:** PL 2011-057

**SUBJECT:** Report of the Public Hearing & Third Reading & Adoption of Bylaw 500.373, 2011  
City of Nanaimo  
Portion of Block 17, Douglas District, Plan 691C - South Forks Road  
Electoral Area 'C'

**PURPOSE**

To receive the report of the Public Hearing containing the summary of the minutes and submissions of the Public Hearing held on July 18, 2011, and further, to consider Bylaw No. 500.373, 2011, for third reading and adoption.

**BACKGROUND**

Bylaw No. 500.373 was introduced and given first and second reading on June 28, 2011. This was followed by a public Hearing held on July 18, 2011. The Summary of the minutes and submissions is attached for the Board's consideration (see Attachment No. 1).

The purpose of this Zoning Amendment Bylaw is to rezone the subject property from Resource Management 4 to Public 4 in order to permit a community water treatment plant.

**ALTERNATIVES**

1. To receive the report of the Public Hearing and give third reading and adoption to "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011".
2. To receive the report of the Public Hearing and deny "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011".

**SUMMARY/CONCLUSION**

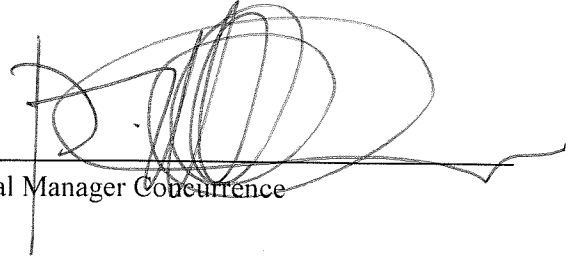
The purpose of Bylaw No. 500.373, 2011 is to rezone the subject property in order to permit a community water treatment plant. The Amendment Bylaw was introduced and given first and second reading on June 28, 2011, and proceeded to Public Hearing on July 18, 2011.

**RECOMMENDATION**

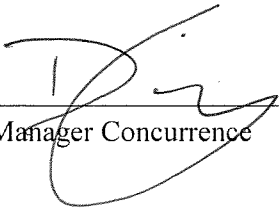
1. That the report of the Public Hearing held on July 18, 2011, on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011”, be received.
2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011”, be read a third time.
3. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.373, 2011”, be adopted.



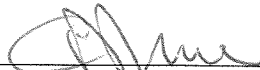
Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

**Attachment No. 1**

**Summary of the Public Information Meeting  
Held at Extension Hall, 2150 Ryder Street, Extension  
In Conjunction with Zoning Amendment Application No. PL2011-057  
On June 18, 2011 - Commencing at 7:10 pm**

*Note: This summary of the meeting is not verbatim recording of the proceedings, but is intended to summarize the comments of those in attendance at the Public Information Meeting.*

**In Attendance:**

M. Young, Chairperson  
D. Lindsay, Manager, Current Planning  
L. Sherry, Director, City of Nanaimo  
D. Johnstone, Director, City of Nanaimo  
J. Kipp, Director, City of Nanaimo

The Chairperson opened the meeting at 7:10 p.m., outlined the agenda for the evening's meeting, and made introductions.

Dale Lindsay outlined that the intent of Amendment Bylaw 500.373 is to rezone a portion of the subject property in order to permit a water treatment facility. Mr. Lindsay summarized the notification that had been undertaken regarding this meeting.

Maureen Young outlined the procedures of the meeting and invited Bill Sims to provide a presentation on behalf of the applicant, The City of Nanaimo.

Bill Sims, City of Nanaimo, provided a summary of the proposed development and reviewed their response to the concerns raised by the public through the Public Information Meetings. Mr. Sims confirmed that best efforts will be made to ensure the road remains open throughout the construction of the associated off-site works, that fire hydrants will be considered, and that the proposed tree buffer will be retained. Mr. Sims clarified that the portion of the property which is the subject of the application will be removed from provincial forestry lands and as such no logging will occur on the site.

Barb Campbell, 2540 South Forks Road, outlined concerns regarding the quality of the existing well water and requested that the area be provided with City water (written submission attached).

Kevin Ford, 2525 Elk Trails Way, asked if the entire lot is to be removed from the provincial forestry lands or just the portion around the proposed plant.

Mr. Sims clarified that only the portion which was subject to the rezoning was to be removed and that the balance of the Crown lands would remain as forestry lands, and that as a result the tree buffer south of the plant and adjacent to the existing residential lots would be retained.



Janette Pongratz-Doyle, 2710 South Forks Road, identified concerns regarding the impact of the facility on neighbouring wells and noise and light pollution from the plant. Mrs. Pongratz-Doyle noted the importance of maintaining road access during construction of the associated water main as a closed road would add considerable travel distance and compromise emergency vehicles. Ms. Pongratz-Doyle thanked the City for the participation in the process and requested that consideration be given to fire hydrants, connection to City water for area residents and water connection to the fire hall property (written submission attached).

Bruce Campbell, 2540 South Forks Road, does not want this 'industrial site' next door to him. He identified concern regarding the tree buffer. Mr. Campbell indicated that as Extension got City water in exchange for chlorine plant that neighbouring residents should also get City water (written submission attached).

Dan Gogo, 2100 Nanaimo River Road, indicated that there were other sites in the area that would be at the same elevation and accommodate the plant. Mr. Gogo asked if the City had considered the Crown land on the other side of the hydro line. Mr. Sims indicated that the site referred to was of sufficient elevation but that the lands were currently part of treaty settlement lands and not available.

Karen Gogo, 2510 South Forks Road, noted that the project was receiving federal infrastructure grant, and that water should be made available to everyone.

Bruce Campbell, indicated that the City had taken the "easy way out" when selecting a site and that they didn't care about what he thought.

Kevin Ford, asked if the City would allow the treatment plant to be constructed under the hydro lines. Mr. Sims indicated that he could not answer the question.

Janette Pongratz-Doyle, noted the frustration that the community felt as a result of hydro line installation and that process.

Karen Gogo, stated that the building inspections was forced upon the residents without their vote.

Linda Addison, 2610 Myles Lake Road, indicated that flushing of the main does occur across her property now and wanted clarification if this would continue. Mr. Sims indicated that the intent would be to not flush once the water has left the plant and if it is done the chlorine in the water would be neutralized prior to discharge into a watercourse.

Maureen Young, asked how the chlorine would be handled at the plant. Mr. Sims indicated that the chlorine would be in a locked alarmed room which would be equipped with a scrubber and that emergency response measures would be place.

Maureen Young, asked where employees would come from to deal with any problem. Mr. Sims indicated that the employees would be on-site.

Maureen Young, asked if the plant would be manned 24 hours a day. Mr. Sims responded that the plant would manned during normal work hours and possibly overnight.

Bill Calvert, 1810 Nanaimo River Road, asked who approves the plans. Mr. Sims responded that the Vancouver Island Health Authority would review and approve the plans.

Colleen Berge, 2540 Elk Trails Way, asked where the flushing will occur. Mr. Sims indicated that off-site the flushing would normally occur at low points of land adjacent to an existing creek and on-site the flushing would be directed to the pond or the existing creek nearest to South Forks Road. Ms. Berge raised concern regarding the impact of the flushing on neighbouring wells. Mr. Sims responded that the flushing would happen approximately twice a year and that all watercourses would be protected against erosion.

Janette Pongratz-Doyle, noted that well protection was important as the residents have no other options for water.

Bill Sims, spoke in response to the concerns regarding the wells and indicated that the City was prepared to test neighbouring wells for quality and quantity prior to construction of the treatment plant.

Mary Abott, 1810 Nanaimo River Road, asked how many fire hydrants will be on-site. Mr. Sims responded that detailed design had not yet been completed, but he estimated three to four hydrants.


Maureen Young, asked if there had been consideration given to providing water access for the fire department. Mr. Sims responded that he was of the understanding that this would be considered as part of the RDN staff report that had been requested by the Board.

The Chairperson asked if there were any other questions or comments.

The Chairperson asked a second time if there were any other questions or comments.

The Chairperson asked a third time if there were any other questions or comments. Being none, the Chairperson thanked those in attendance and announced that the public information meeting was closed.

The meeting concluded at 7:55 pm.

  
\_\_\_\_\_  
Dale Lindsay  
Recording Secretary

July 18, 2011

Community Public Input Meeting

City of Nanaimo Water Treatment / RDN Electoral Planning Committee

I know this is the last time to speak for our community on the newly proposed Nanaimo Water Treatment Plant, directly behind our community so I would just like to re-voice some concerns I am still hearing from our the people in our community.

At the two open meetings our community has been at, a lot of these concerns have been spoken to, but with this being the Public Input Meeting I would like them all made known so they are on record.

Many of our neighbours submitted letters to you on the May 17, 2011 Information Meeting which I would like to be brought forward internally to this Public Input Meeting and put on file to be considered with tonight's input. Peoples lives are very busy and time is sacred and some may even be on holidays and not able to be here tonight, it does not mean they are not concerned or do not care.

I will say again that I am not aware of anyone against you being in our community instead welcoming you into and as part of our community and looking to work with you together which brings up the concerns of the neighbours closest to you and the community on whole.

The neighbours closest to your plant are concerned with their well water and the effects from the back flushing from your system as it could be within one hundred feet of their wells. The wells are easily influenced by any ground activity including earthquakes or quivers, excavator work shaking the ground and now the concern on new flows with continual disturbance of the earth with chemical affecting the ground activity and the quality of the well water. What goes on in the area as far as rains or droughts affects the quality of water in our wells also. It all seems to work its way down into the fissures that our waters flow from. Water currents could also affect sulphur pockets in the fissures and create worse sulphur for some wells.

They are also very concerned that there will be noise from any of the pumps running or filter system backwashes at night or any bright lights at night interfering with the closest neighbour's night's rest that is very deep out in the forest, which they value beyond the comprehension of most any city folks understanding.

Another concern is the damage that could be done to the ecosystem around the flush out areas, we have heard it can be quite extensive at other treatment plants.

The closest neighbours are very concerned about the tree buffer between the treatment plant and their homes. As good neighbours working together we are very concerned that any of the party's connected to the Crown Lands will decide to just

*J. Pomratz - Dayle.*

clear cut the trees down which would do no justice for the land values looking straight into the Water Treatment Plant instead of forest, trees up or down.

I would just like to clarify again as good neighbours that the entry point for the pipeline will be going into the bush after Karen Gogo's fruit tree orchard as the last survey white mark on the road actually goes right through Karen's orchard which she has been growing for 15 years.

One of the biggest concerns for the community is the fact that a year ago, when I asked about the Chlorine Plant, I was told there was no Chlorine Plant. With the last meetings we now understand that Extensions Chlorine Plant will be shut down and moved out to this Water Treatment Plant which is clearly not an equal trade off of circumstances because any issues with the Chlorine Plant in Extension would not compromise drinking water in wells in Extension because they are on City Water, whether that was given to them when Chlorine Plant went in is not clear, but what is clear is that all our wells are down hill directly from your proposed Water Treatment Plant with no alternative, should our waters be compromised. If pockets of sulphur are disturbed, the horses that need constant water will not drink the water and we will have to haul water in not only for ourselves but for the animals as well.

I also read in the newspaper last year that the First Nations are involved with the Water Treatment Plant and will be getting free water from the City Of Nanaimo.

Our community was rather shocked and concerned about the duration of construction on our roads, a minimum of three months. At the start it was said it would be a complete road cut off and I realize it was changed by the end of the night after people's input to a lane open, but I want that heard here tonight as a 30km round trip is past an extreme inconvenience. With gas prices and time it makes it unaffordable for some. It also compromises fire protection for our area residences during construction, especially on South Forks Road.

Water and Fire Protection is critical at this time, especially while our community is at the mercy of a Psychotic Arsonist who has no respect for life at all, human or animal. There are five years of stats on this person and of the twenty-six fires he lit last year our family had to load up our car with our most loved items and leave our home three times. We are now in the process of becoming a Block Watch Community and invite you to jump on board as a good neighbour so we can watch out for each other and help solve the problem together. Our community is in great need of water and fire hydrants.

As a community with an active arsonist we need to know what you have as a back up emergency plan in case the arsonist wins at some point and we become a shadow play of Slave Lake and the Chlorine Plant becomes involved in any forest fire scenario. What kind of explosion would we be looking at (blow us all up?) and what resources would be at your disposal that would not be at ours as well as what

toxins and ramifications would we be looking at for health, should we survive?  
Also what precautions would be in place while Chlorine is being delivered to the  
plant for road safety?

Since it is our community only that will be making all the sacrifices in every way  
for the New Water Treatment Plant for the City of Nanaimo, with us getting nothing  
in return for the inconvenience as it does not include any betterment for our area,  
we are asking for a one time, special consideration from City of Nanaimo for fair  
treatment and compensation for our community of 70 or so homes for the major  
disruption, total inconvenience and total hardship on our vehicles and lifestyle for a  
very long period of time for fire hydrants, potable water to our proposed fire hall for  
everyone's protection including yours, and potable water pipes returned from  
treatment and laid in at the same time, stubbed to each driveway for connection for  
those who want it, for future connection if owners choose.

I am hoping our community is being heard. Our community is working very hard to  
protect our community and area.

Thank you for listening.

I still don't want <sup>to have</sup> ~~to have~~ <sup>seeing in</sup> ~~seeing in~~ <sup>my yard or standing up at the stars</sup> ~~my yard or standing up at the stars~~ <sup>there is an INDUSTRIAL SITE in</sup> ~~there is an INDUSTRIAL SITE in~~ <sup>the next lot.</sup> ~~the next lot.~~ SO OK at the last meeting right here I only had

one question. "Can you move it up the road" the answer was no. They needed the elevation of that land, well, I would say they need the elevation but it is the combination of the elevation & the easy digging of South Fork Rd. for the water lines. So it seems to me it is the 'easy' choice, not the only choice as it was explained to me. So if you are not going to move it think about Extension back in the day when the chlorine plant went in here someone in power thought if the City was going to put a potentially dangerous & deadly chlorine plant in the middle of a population that population should get water. Well they that day is here again <sup>we want</sup> someone in power ~~should~~ <sup>bring to give us ~~the~~ <sup>our</sup> neighbors water.</sup> ~~If I have to look up~~ ~~at the stars at night &~~

When hydro was forcing the high voltage power line down our throat they finally told us it would cross South Fork Rd & they would put the "more attractive" single post towers up & that's all we would see. well they did that & then proceeded to follow the road for a good mile & clear cut everything & that was never brought up. So I see <sup>that</sup> ~~or~~ <sup>blight</sup> every time I come or go to town. So are we not going to have a flood buffer! We want know for sure no matter what you tell us now. You can verbally appease us now & then do what you ~~want or~~ <sup>"have to"</sup> later. Bottom line if we have to swallow the bitter pill of this plant it would be nice to have some potable water <sup>to</sup> wash it down with.

Good Evening

My name is Barb Campbell and I own a home on South Forks Rd that will be next to the new water treatment plant.

I would like our area to be hooked up to treated water from this new facility. We will be losing another area of forest, our walking and riding trails and the peace and quiet of our area. The road will be dug up in front of our homes so placing the pipes in is no extra work.

I have concerns about our well water. We do not drink our well water but I do wash dishes and use it for laundry. My kids use it to wash fruit and brush their teeth even though they know better.

I have had our well water (which comes from a depth of 365 ft.) tested annually for many years for total bacterial counts. I help with the microbiology courses at VIU. In a 3<sup>rd</sup> year course we have the students learn about water quality by using the membrane filtration technique. These are not numbers from a

certified lab. They filter 100 ml of water through a special filter with a pad holding growth media called m-colibblue broth. The detection limit is 1 colony forming unit (CFU) of coliform bacteria per 100 ml of sample. The results from my well water are year 2010 (1200, 1006, 850 CFU/ml) and from year 2011 (172, 300, 312 CFU/ml). Guidelines for Microbiology parameters are that there should be 0 total coliforms/100 ml sample therefore our well water is NOT potable and should not be even used for laundry or dish washing.

We also live in a forested area where there seems to be an arsonist setting forest fires. When it gets hot and dry we all worry about fires. Data from the Ministry of Forests and Range show there were 158 person caused incidents in the Nanaimo area from 2005-2010 inclusive. So fire hydrants would be very welcome out here also.



**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE  
MEETING HELD ON TUESDAY, JULY 12, 2011 AT 6:30 PM IN THE  
RDN BOARD CHAMBERS**

**Present:**

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

**Also in Attendance:**

C. Mason	Chief Administrative Officer
M. Pearse	Senior Manager, Corporate Administration
P. Thorkelsson	Gen. Mgr., Development Services
D. Lindsay	Manager of Current Planning
N. Hewitt	Recording Secretary

**LATE DELEGATIONS**

MOVED Director Stanhope, SECONDED Director Holme, that three late delegations be permitted to address the Committee.

CARRIED

**Richard Coll re Zoning Amendment Application No. PL2011-023 and Development Permit with Variance Application No. PL2011-24 – Fern Road Consulting Ltd. – 883 & 899 Island Highway West – Area ‘G’.**

Mr. Coll submitted a 50 person petition against the zoning amendment application and voiced his concerns with respect to the proposal.

**Bruce and Marlene Feddema, re Zoning Amendment Application No. PL2011-023 and Development Permit with Variance Application No. PL2011-24 – Fern Road Consulting Ltd. – 883 & 899 Island Highway West – Area ‘G’.**

Mr. Feddema operates the Shell gas station on the property to the south and is concerned about access to fuel trucks. He expressed concern that he will be out of business if access is not available.

**Helen Sims, re Zoning Amendment Application No. PL2011-023 and Development Permit with Variance Application No. PL2011-24 – Fern Road Consulting Ltd. – 883 & 899 Island Highway West – Area ‘G’.**

Ms. Sims declined to speak.

## MINUTES

MOVED Director Stanhope, SECONDED Director Burnett, that the minutes of the regular Electoral Area Planning Committee meeting held June 14, 2011 be adopted.

CARRIED

## PLANNING

### *AMENDMENT APPLICATIONS*

**Zoning Amendment Application No. PL2011-023 and Development Permit with Variance Application No. PL2011-24 – Fern Road Consulting ltd. – 883 & 899 Island Highway West – Area ‘G’.**

MOVED Director Stanhope, SECONDED Director Young, that the Summary of the Public Information Meeting held on April 14, 2011, be received.

CARRIED

MOVED Director Stanhope, SECONDED Director Young, that the Summary of the Public Information Meeting held on May 30, 2011, be received.

CARRIED

MOVED Director Stanhope, SECONDED Director Young, that Zoning Amendment Application No. PL2011-023 to rezone the subject property from Commercial 2 (CM2) to French Creek Landing Comprehensive Development Zone (CD48) be denied.

CARRIED

MOVED Director Stanhope, SECONDED Director Young, that staff review drive-thru’s within the context of the Board’s Strategic Plan, the Regional Growth Strategy and Official Community Plan targets for greenhouse gas reductions, and provide options for the Board’s consideration.

CARRIED

### *DEVELOPMENT PERMIT APPLICATIONS*

**Development Permit Application No. PL2011-101 – Donaldson – 901 Shorewood Drive – Area ‘G’.**

MOVED Director Stanhope, SECONDED Director Holme, that Development Permit Application No. PL2011-101 to permit the construction of a dwelling unit be approved subject to the conditions outlined in Schedules 1 - 3.

CARRIED

**Development Permit Application No. PL2011-017 – Fern Road Consulting Ltd. – 6076 Island Highway West – Area ‘H’.**

MOVED Director Holme, SECONDED Director Burnett, that Development Permit No. PL2011-017 in conjunction with a two lot bare land strata subdivision be approved subject to the conditions outlined in Schedules 1 - 2.

CARRIED

***DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS***

**Development Permit with Variance Application No. PL2011-084 – Keith Brown Associates Ltd. – 1922 and 1940 Schoolhouse Road – EA ‘A’.**

MOVED Director Burnett, SECONDED Director Young, that staff be directed to complete the required notification.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that Development Permit with Variance Application No. PL2011-084 to permit a fascia sign on a new industrial building and a compacted gravel parking area be approved subject to the conditions outlined in Schedule 1 - 3.

CARRIED

***DEVELOPMENT VARIANCE PERMIT APPLICATIONS***

**Development Variance Permit Application No. PL2011-093 – Heringa and Ladouceur – 3142 and 3146 Meadow Drive – Area ‘C’.**

MOVED Director Young, SECONDED Director Burnett, that staff be directed to complete the required notification.

CARRIED

MOVED Director Young, SECONDED Director Burnett, that Development Variance Permit Application No. PL2011-093 be approved subject to the conditions outlined in Schedules No. 1 - 3.

CARRIED

**Development Variance Permit Application No. PL2011-107 – Sitler – 3095 Lear Road – Area ‘A’.**

MOVED Director Burnett, SECONDED Director Young, that staff be directed to complete the required notification.

CARRIED

MOVED Director Burnett, SECONDED Director Young, that Development Variance Permit Application No. PL2011-107 be approved subject to the conditions outlined in Schedules No. 1 - 3.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 6:45 PM

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CHAIRPERSON

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE COMMITTEE OF THE WHOLE  
MEETING HELD ON TUESDAY, JULY 12, 2011 AT 7:00 PM  
IN THE RDN BOARD CHAMBERS**

**Present:**

Director J. Stanhope	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director D. Bartram	Electoral Area H
Director M. Lefebvre	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director B. Holdom	City of Nanaimo
Alternate	
Director T. Greves	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
M. Pearse	Sr. Mgr., Corporate Administration
W. Idema	A/ Gen. Mgr., Finance & Information Services
P. Thorkelsson	Gen. Mgr., Development Services
J. Finnie	Gen. Mgr., Regional & Community Utilities
T. Osborne	Gen. Mgr., Recreation & Parks Services
D. Trudeau	Gen. Mgr., Transportation & Solid Waste Services
N. Hewitt	Recording Secretary

**DELEGATIONS**

**Konrad Mauch, Gabriola Health Care Foundation, re Community Health and Urgent Care Clinic Project.**

Mr. Mauch provided a visual and verbal overview of the Gabriola Health Care Foundation and requested that the Board approve a 50% reduction in the RDN building permit fee for the Gabriola Health and Urgent Care Clinic.

**MINUTES**

MOVED Director Holme, SECONDED Director Lefebvre, that the minutes of the regular Committee of the Whole meeting held June 14, 2011 be adopted.

CARRIED

***FINANCE AND INFORMATION SERVICES***

**FINANCE**

**Bylaw No. 1641 – Alberni Clayoquot Regional District – 2012 Permissive Tax Exemption.**

MOVED Director Westbrook, SECONDED Director Bartram, that "Property Tax Exemption (Mt. Arrowsmith Regional Park) Bylaw No. 1641, 2011" be introduced and read three times.

CARRIED

MOVED Director Westbrook, SECONDED Director Bartram, that "Property Tax Exemption (Mt. Arrowsmith Regional Park) Bylaw No. 1641, 2011" be adopted.

CARRIED

**Bylaws No. 1642, 1643, 1644, 1645 – Reserve Fund Establishment Bylaws.**

MOVED Director Kipp, SECONDED Director Lefebvre, that "Electoral Area 'C' (Defined Area 'C') Community Parks Reserve Fund Establishment Bylaw No. 1642, 2011" be introduced and read three times

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Electoral Area 'C' (Defined Area 'C') Community Parks Reserve Fund Establishment Bylaw No. 1642, 2011" be adopted.

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Building Inspection Service Operational Reserve Fund Establishment Bylaw No, 1643, 2011" be introduced and read three times.

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Building Inspection Service Operational Reserve Fund Establishment Bylaw No. 1643, 2011" be adopted.

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Englishman River Community Storm Water Management Service Area Reserve Fund Establishment Bylaw No. 1644, 2011" be introduced and read three times.

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Englishman River Community Storm Water Management Service Area Reserve Fund Establishment Bylaw No. 1644, 2011" be adopted.

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Whiskey Creek Water Service Reserve Fund Establishment Bylaw No. 1645, 2011" be introduced and read three times.

CARRIED

MOVED Director Kipp, SECONDED Director Lefebvre, that "Whiskey Creek Water Service Reserve Fund Establishment Bylaw No. 1645, 2011" be adopted.

CARRIED

**FIRE DEPARTMENTS**

**BC Ambulance Service – Request for Temporary Vehicle Shelter Extension.**

MOVED Director Bartram, SECONDED Director Johnstone, that the request by the BC Ambulance Service to extend the temporary vehicle shelter permit at the site of the Bow Horn Bay Fire Department be approved subject to the removal and replacement of the shelter with a permanent structure on or before June 30, 2012.

CARRIED

**Request for Approval for Bow Horn Bay Volunteer Fire Department to Purchase Rescue Vehicle from Nanoose Bay Volunteer Fire Department.**

MOVED Director Ruttan, SECONDED Director Bartram, that the capital purchase of a 1995 Freightliner FL60 fire rescue/mini-pumper vehicle by the Bow Horn Bay Volunteer Fire Department from the Nanoose Bay Volunteer Fire Department at a cost of \$20,000 be approved.

CARRIED

MOVED Director Ruttan, SECONDED Director Bartram, that Bow Horn Bay Fire department vehicle reserve funds in the estimated amount of \$20,000 be released for this purpose when required.

CARRIED

***DEVELOPMENT SERVICES***

**PLANNING**

**Electoral Area ‘A’ Cedar Main Street Design Project – Terms of Reference.**

MOVED Director Burnett, SECONDED Director Bartram, that the staff report on the Cedar Main Street Design Project Terms of Reference be received.

CARRIED

MOVED Director Burnett, SECONDED Director Bartram, that the Cedar Main Street Design Project Terms of Reference (attached as Schedule No. 1) be endorsed by the Board.

CARRIED

MOVED Director Burnett, SECONDED Director Bartram, that that applications to amend the new Electoral Area 'A' Official Community Plan or to rezone lands in a way which is not consistent with the intent of the Cedar Main Street land use designation not be considered while the Cedar Main Street Design Project is underway.

CARRIED

***REGIONAL AND COMMUNITY UTILITIES***

**WATER**

**Proposed Rainwater Harvesting Incentive Pilot Program.**

MOVED Director Westbrook, SECONDED Director Bartram, that the Board approve the proposed Rainwater Harvesting Incentive Program Pilot for Electoral Area ‘B’ and the proposed Yellow Point DPA.

CARRIED

**TRANSPORTATION AND SOLID WASTE SERVICES**

**TRANSIT**

**Highway 19A Speed Limit.**

MOVED Director Lefebvre, SECONDED Director Holdom, that a letter be sent to the Ministry of Transportation and Infrastructure requesting that the Ministry undertake a review of the speed limit on the section of Highway 19A, which is in Electoral Area 'G' between the Rath Trevor Beach Provincial Park and the City of Parksville boundary at the Englishman River bridge, to determine if the speed limit should be reduced to 50km/h.

CARRIED

**COMMISSION, ADVISORY & SELECT COMMITTEE**

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

MOVED Director Bartram, SECONDED Director Unger, that the minutes from the meeting of the Electoral Area 'H' Parks and Open Space Advisory Committee held May 25, 2011 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Unger, that staff be directed to prepare a report on Dunsmuir Community Park summarizing issues and identifying options to improve the park.

CARRIED

MOVED Director Bartram, SECONDED Director Unger, that the Qualicum Bay Lions Club Grant-In-Aid application in the amount of \$6,739.23, for painting of the Lion's Recreation Centre, be approved and funded by the Electoral Area 'H' Community Parks Function Budget.

CARRIED

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

MOVED Director Young, SECONDED Director Burnett, that the minutes from the meeting of the East Wellington and Pleasant Valley Parks and Open Space Advisory Committee held June 13, 2011 be received for information.

CARRIED

**Drinking Water Watershed Protection Advisory Committee.**

MOVED Director Bartram, SECONDED Director Holdom, that the minutes from the meeting of the Drinking Water Watershed Protection Advisory Committee meeting held June 22, 2011 be received for information.

CARRIED

MOVED Director Bartram, SECONDED Director Holdom, that the Drinking Water Watershed Protection Advisory Committee terms of reference be amended to include a representative from Fisheries and Oceans Canada.

CARRIED

**Arrowsmith Water Service Management Board.**

MOVED Director Lefebvre, SECONDED Director Westbroek, that the minutes from the meeting of the Arrowsmith Water Service Management Board meeting held June 23, 2011 be received for information.

CARRIED

**NEW BUSINESS**

**Gabriola Health Care Foundation, re the Community Health and Urgent Care Clinic Project.**

MOVED Director Rudischer, SECONDED Director Young, that the Board waive 50% of the building permit fee for the Gabriola Health Care Foundation project to provide an urgent care facility on Gabriola Island and that staff investigate alternate ways of funding the building inspection fees for the Gabriola Health Care Foundation and Society, rather than from the Building Inspection function, and report back to the Board.

CARRIED

**ADJOURNMENT**

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

CARRIED

TIME: 7:37 PM

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CHAIRPERSON

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SR. MGR., CORPORATE ADMINISTRATION



**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE ELECTORAL AREA 'B' PARKS AND OPEN SPACE ADVISORY  
REGULAR COMMITTEE MEETING HELD  
TUESDAY, MAY 3, 2011, 7:00PM  
AT GABRIOLA ISLAND WOMEN'S INSTITUTE HALL**

**Attendance:** Gisele Rudischer, Director, RDN Board, Chair  
Stephen O'Neill  
Randolph Young  
Cameron Murray

**Staff:** Elaine McCulloch, Parks Planner

**Regrets:** Nancy Crozier  
Laurie Burke  
Catherine Williams

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**CALL TO ORDER**

Chair Rudischer called the meeting to order at 7:07pm.

**MINUTES**

MOVED S. O'Neill, SECONDED C. Murray, that the Minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held February 1, 2011, be approved.

CARRIED

**REPORTS**

**Monthly Update of Community Parks and Regional Parks and Trails Projects**

Ms. McCulloch presented a brief summary of the Community Parks and Regional Parks and Trails projects for December 2010 through to February 2011.

**Electoral Area 'B' – Prioritization and Review of Potential Park Projects**

Ms. McCulloch provided an overview of the Regional District Park Survey and the Five Year Project Plan for Electoral Area 'B'.

**707 Community Park Signage Plan**

Ms. McCulloch provided copies of the 707 Community Park Signage Plan to the Committee. She stated maps, directional arrows, icons and trail names will be connected with a series of modular sign posts at entrances and at key trail junctions. Trail names will be derived from associated road names at trailheads, as well as, historical names, such as Central Road.

MOVED S. O'Neill, SECONDED R. Young, that the Reports be received.

CARRIED

## **NEW BUSINESS**

### **South Road Community Park**

Ms. McCulloch stated that an assessment of the existing stairway at South Road Community Park (G142) has been completed by qualified Regional District staff. The estimated replacement cost for the stairway is \$25,000. Alternative beach access is available to the west at the Gabriola Cemetery (G140) and at (G139) and to the east at Shaw Road (G143).

MOVED R. Young, SECONDED S. O'Neill, that the South Road Community Park old stairway (G142) be removed and that the bench and guardrail be retained.

CARRIED

MOVED S. O'Neill, SECONDED R. Young, that the Regional District survey and submit permit applications to MoTI for water accesses G139 (El Verano Turnabout) and G140 (Gabriola Cemetery).

CARRIED

## **ADJOURNMENT**

MOVED S. O'Neill, SECONDED R. Young, that the meeting be adjourned at 9:10.

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Chair

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE ELECTORAL AREA 'E' PARKS AND OPEN SPACE ADVISORY  
REGULAR COMMITTEE MEETING HELD  
MONDAY, JUNE 6, 2011, 7:00PM  
AT NANOOSE PLACE**

**Attendance:** Frank Van Eynde, Chair  
Gabrielle Cartlidge  
Peter Law  
Randy Orr  
Glenn Thornton

**Staff:** Elaine McCulloch, Parks Planner

**Regrets:** George Holme, Director, RDN Board  
Scott Wroe

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**CALL TO ORDER**

Chair Van Eynde called the meeting to order at 7:10pm.

**MINUTES**

MOVED G. Cartlidge, SECONDED G. Thornton, that the Minutes of the Electoral Area 'E' Parks and Open Space Advisory Committee meeting held February 7, 2011, be approved.

CARRIED

**BUSINESS ARISING FROM THE MINUTES**

Ms. McCulloch provided the following updates regarding issues raised at the February meeting:

- A proposal to have a Parks and Open Space Advisory Committee Workshop has received Board approval. A staff report to outline the costs and outcomes of the event will be developed.
- The Performance Bond for the Stone Lake Drive Community Park development was released by the Planning Department in February 2009, after several upgrades were made on the site at the request of the Parks Department. Future enhancement of this site could be completed under future projects.
- \$5,000 has been allocated in the 2011 Community Parks Budget for potential legal surveying costs of the Nanoose Bay boat ramp. Ms. McCulloch will set a date for Committee members to assess potential boat ramp sites.
- Committee members may bring new issues forward not already on the meeting agenda under the *New Business* section of the meeting.
- The request to contact the Fairwinds Community Association about parks and trails within Fairwinds private lands has been deferred to the next meeting.
- In addition to the orthophoto maps provided to them, the Committee requested the same map of Electoral Area 'E' Parks be posted on the wall of Nanoose Place.

## COMMUNICATIONS/CORRESPONDENCE

MOVED G. Thornton, SECONDED R. Orr, that the following Correspondence be received:

- R. Peterson, Re: Parks and Open Space Advisory Committee Public Involvement.
- P. Law, Re: Parks and Open Space Advisory Committee Public Involvement.
- E. Flynn, Nanoose Place, Re: Request to Place Storage Trailer.

CARRIED

## REPORTS

### 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 December 2010 through to April 2011.

Ms. McCulloch reported the trespass issue by a property owner in Fairwinds with the construction of a rock retaining wall inside the park's boundary has been resolved. The wall has been removed. Some re-vegetation of the impacted area will be carried out by the owner this fall.

Ms. McCulloch noted no response has been received to date to the two letters sent to the strata regarding the Schooner Ridge footpath entrance.

### Prioritization and Review of Potential Park Projects

Ms. McCulloch provided a draft Five Year Project Plan (2012–2016) for review and comment. The following new projects were discussed:

- Trail development between Davenham Road and Prawn Road. A subdivision development in the Prawn Road area is nearing completion, and a trail is proposed to link this development to Davenham (along an existing road RoW). Proposed by Ms. McCulloch.
- Trails adjacent to Nanoose area roads. Walking along rural roads is a major safety issue. A trail adjacent to the major Nanoose area paved roads should be developed. Proposed by Mr. Orr.
- Dolphin Lake. Enhanced water access is requested. At this time, there is no access to the lake from the dirt road that runs adjacent to the lake. This access may take the form of a gangway and float through the muddy riparian vegetation fringe that surrounds the lake. An assessment of the riparian vegetation to identify where an access ramp could be located is suggested. Proposed by Mr. Law.

The following existing projects were briefly discussed:

- Rowland Road. This site is slated for enhanced parking and picnic area, however due to the physical nature of the site (marshy and muddy) and neighbours using it to place yard waste, it remains a limited use site. More maintenance is needed. Proposed by Ms. Cartlidge.
- Stone Lake Drive. A park plan for this site should be deferred to a medium priority.
- Blueback Community Park. Improved access to this waterfront park remains a high priority, however liaison with landowners in the area will be required.

The Committee discussed the above mentioned projects in relation to the draft 5-Year Project Plan (2012-2016) resulting in the following priority list:

High Priority Projects:

- 2012 – Schooner Ridge Footpath: trail access agreement with Strata?
- 2012 – Schooner Ridge Footpath: trail upgrade at bluff and bench at point.
- 2012 – Henley Place Community Park: trail connection to Dolphin Drive.
- 2012 – Blueback Community Park: improved access and use.
- 2013 – Trail development between the end of Prawn Road Community Trail (almost complete) along undeveloped Davenham Road to link with Stewart Road.

Medium Priority Projects:

- Stone Lake Drive: park plan.
- Dolphin Marsh: park bench installation.
- Carmichael Road: trail development?
- Collins Crescent: loop trail development.

Other Projects:

- Fairwinds Neighbourhood Plan/OCP development.
- Roadside Trails. A trail adjacent to the major Nanoose Bay area paved roads should be developed to provide safer walk ways for the community.
- Dolphin Lake. At this time, there is no access to the lake from the dirt road that runs adjacent to the lake. Possible access could take the form of a gangway and float through the muddy riparian vegetation fringe which surrounds the lake. An assessment of the riparian vegetation to identify where an access ramp could be located was suggested.
- Rowland Place. This site is slated for an enhanced parking and picnic area. More maintenance is required.
- Redden Road. Trail connection through steep area.
- Nanoose Road Community Park. Plan equipment assessment and park plan.
- Wall Estate (Craig Creek). Trail and signage improvements.

### **Fairwinds Development Update**

Ms. McCulloch provided information regarding staff comments on the Proposed Fairwinds Neighbourhood Plan dated October 15, 2010. She noted the Parks Development Agreement has yet to be negotiated between Fairwinds and the Regional District. At the time of rezoning, the specific requirements of each park will be finalized.

MOVED R. Orr, SECONDED P. Law, that the Reports be received.

CARRIED

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

Committee members requested staff clarify the Regional District policy with regard to public opportunity to ask questions, without notice to the Regional District, at Parks and Open Space Advisory Committee meetings.

MOVED R. Orr, SECONDED G. Cartlidge, that the Regional District approve the Lions Club storage of a twenty-five (25) foot trailer at the rear of Nanoose Place, providing there will be no major modifications of the site, other than the removal of one small arbutus tree and the limbing of adjacent fir trees.

CARRIED

**ADJOURNMENT**

MOVED G. Cartlidge, SECONDED P. Law, that the meeting be adjourned at 9:00pm.

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Chair

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE ELECTORAL AREA 'F' PARKS AND OPEN SPACE ADVISORY  
REGULAR COMMITTEE MEETING HELD  
MONDAY, JUNE 27, 2011, 7:00PM  
AT ERRINGTON WAR MEMORIAL HALL**

**Attendance:** Lou Biggemann, Director, RDN Board  
Reg Nosworthy, Chair  
Kebble Scheaff  
Alfred Jablonski  
Barbara Smith  
Lela Perkins  
Linda Tchorz

**Staff:** Elaine McCulloch, Parks Planner

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**CALL TO ORDER**

Chair Nosworthy called the meeting to order at 7:05pm.

**DELEGATIONS**

Mr. David Jones, of the Corcan-Meadowood Residents' Association, stated the organization's concern regarding the timeline for the planning and development of Meadowood Community Park. He requested the 2011 budget allocation be redirected to the development of Meadowood Community Park.

MOVED A. Jablonski, SECONDED L. Biggemann, that the Delegation be received.

CARRIED

**MINUTES**

Ms. McCulloch proposed the following amendment to the February 28, 2011, meeting minutes. She stated Ms. Joan Michel, Parks and Trails Coordinator should be listed in attendance under the heading *Staff*.

In addition, under the heading *Electoral Area 'F' Community Trails Project Update* the following should be included: "*Ms. Michel presented a summary of the first trail project, the development of a community trail from the end of Kopernick Road to Errington Elementary, as discussed by the Electoral Area 'F' Advisory Committee at the October 18, 2010, meeting. And an explanation was provided on the function and organization of the proposed Community Trail Working Group.*"

MOVED A. Jablonski, SECONDED L. Tchorz, that the Minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held February 28, 2011, be approved as amended.

CARRIED

## COMMUNICATIONS/CORRESPONDENCE

MOVED L. Biggemann, SECONDED L. Perkins, that the following Correspondence be received:

- Corcan-Meadowood Residents' Association, Re: Meadowood Way Community Park Funding.
- Jablonski, Corcan-Meadowood Residents' Association, Re: Development Meadowood Way Community Park.

CARRIED

## UNFINISHED BUSINESS

### **Romain Road Project**

Chair Nosworthy requested staff review again the reasons for the shelving of the Romain Road project.

Ms. McCulloch stated a rough concept plan had been developed for the Romain Road project, however, no dollars were spent on the project. Committee members and staff did meet on the site to review the plan for the loop trail.

She noted neighbours had advised ATV/dirt bike traffic cut through the area on the way to cross the highway to gain access to the gravel pit. Ms. McCulloch stated her concern the development of a trail through the park may encourage more such usage, noting it was very difficult and costly to keep motorized vehicles off trails once they have started to use them. In order to discourage motorized vehicles through the park, it was suggested that the trail may have to parallel Romain Road, which would result in a very short trail.

Ms. McCulloch also noted neighbours had stated the existing road behind the church over to "Arnsville", across from the Co-Op, is frequently used by drug dealers and for other illegal activities. Again a concern noted by Ms. McCulloch that development of a park in this area might provide an alternate location for illegal activities.

Ms. McCulloch stated if and when nearby Regan Road is developed, as part of the larger Community Trail Network, it would be appropriate to re-evaluate the trail connection opportunities through the park at that time.

Ms. McCulloch noted that the aforementioned reasons for delaying trail development in Romain Road Community Park were presented and discussed at the February 28, 2011, Parks and Open Space meeting and the committee had agreed to postpone the development of the park to a future date, as presented in the *Draft 2012-2016 Five Year Project Plan* included in the agenda package.

As Romain Road is one of only a few park sites in Electoral Area 'F' which is accessible and of a decent size, the Committee stated they did not want to lose the property to other development, and moved the project to year 2016 on the Five Year Project list.



## REPORTS

### **Monthly Update of Community Parks and Regional Parks and Trail Projects**

Ms. McCulloch provided a summary of the Community Parks and Regional Parks and Trails projects for February through to April 2011.

Ms. McCulloch noted the owners of the Whiskey Creek Store have given verbal approval to allow the use of their parking lot as a trailhead for the Malcolm Property. If access at Whiskey Creek Store cannot be secured, roadside parking along Redman Road is an option. Staff plan to have the access agreements completed this year, which depends upon the successful negotiations with all the neighbouring properties. At that time park signage will be installed.

### **Electoral Area 'F' Community Trail Update**

Chair Nosworthy reported a meeting will be held next week with Ms. Michel, Ms. McCulloch and the Arrowsmith Community Enhancement Society Coordinator to discuss the formation of the Community Trail Working Group. The first project of the Working Group will be the trail from Kopernick Road to Errington Elementary School. Work will begin in July and is planned to be completed by the end of summer with the official opening to be held in late September or early October.

MOVED K. Scheaff, SECONDED A. Jablonski, that the Reports be received.

CARRIED

### **Prioritization and Review of Potential Park Projects**

Ms. McCulloch provided an overview of the prioritization and the potential park projects for Electoral Area 'F'.

Chair Nosworthy requested the Committee meet informally, outside the Regional District mandated meeting schedule, to review the parks inventory.

Chair Nosworthy requested staff investigate prior information designating the Errington playground and ball field as a medium priority item.

MOVED A. Jablonski, SECONDED B. Smith, that the Electoral Area 'F' Parks and Open Space Advisory Committee approve the Draft Five Year Project Plan 2012 – 2016 with the following amendments:

- 2012 – Meadowood Way – planning and design.
- 2012 – URA trail development - project 2 – Carrothers Road.
- 2013 – Meadowood Way - phase 1 construction.
- 2013 – URA trail development – project 3.
- 2014 – Meadowood Way – phase 2 construction.
- 2013 – Romain Road – trail development.

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

Mr. Jablonski, Vice President Parks, for the Corcan-Meadowood Residents' Association, stated the community is eager for the development of a community park to begin, noting the residents will volunteer time, goods and services toward the project.

Ms. McCulloch advised the management plan process for Little Qualicum Regional Park will begin in 2012. The Meadowood Community Park design project could be developed in conjunction with the management plan.

**ADJOURNMENT**

MOVED R. Nosworthy that the meeting be adjourned at 9:00pm.

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Chair

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE EMERGENCY MANAGEMENT SELECT COMMITTEE  
MEETING HELD ON WEDNESDAY, JULY 13, 2011 AT 12:00 PM  
IN THE RDN COMMITTEE ROOM**

**Present:**

Director D. Bartram	Chairperson
Director J. Burnett	Electoral Area A
Director G. Rudischer	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director C. Haime	Electoral Area F

**Also in Attendance:**

C. Mason	Chief Administrative Officer
P. Thorkelsson	General Manager, Development Services
T. Armet	Manager - Building, Bylaw and Emergency Planning Services
J. Drew	Emergency Coordinator

**CALL TO ORDER**

The meeting was called to order at 12:20 p.m. by the Chair.

**MINUTES**

MOVED Director Holmes, SECONDED Director Burnett, that the Minutes of the Emergency Management Select Committee held on April 19, 2011, be adopted.

CARRIED

**BUSINESS ARISING FROM THE MINUTES**

**REPORTS**

**Hazard Vulnerability Risk Analysis Public Consultation Phase**

MOVED Director Burnett, SECONDED Director Young, that the Hazard Vulnerability Risk Analysis Public Consultation Plan for Electoral Area 'A be approved.

CARRIED

**Request to Erect Emergency Radio Antenna on Transit Building**

MOVED Director Holmes, SECONDED Director Burnett, that the licence agreement between the Sunshine Coast Regional District and the Regional District of Nanaimo for the installation and maintenance of a dual band vertical radio antenna and repeater in the Regional District of Nanaimo Transit building be approved for a five year term beginning July 1, 2011 and ending June 30, 2016.

CARRIED

**ADJOURNMENT**

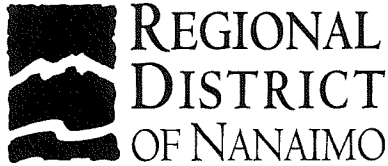
MOVED Director Holme, SECONDED Director Biggemann, that this meeting be adjourned.


CARRIED

TIME: 12:55 p.m.

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CHAIRPERSON



RDN REPORT	
CAO APPROVAL 	
EAP	
COW	
JUL - 6 2011	
RHD	
BOARD	
EMSC - July 13/11	

## MEMORANDUM

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

**DATE:** July 6, 2011

**FROM:** Jani M. Drew, Emergency Coordinator

**FILE:**

**SUBJECT:** Hazard Vulnerability Risk Analysis - Public Consultation Phase

### PURPOSE

To obtain Board approval for the Hazard Vulnerability Risk Analysis public consultation plan.

### BACKGROUND

The objective of a Hazard Vulnerability Risk Analysis (HVRA) is to investigate prominent natural and human-caused events and to identify any threats that may require a timely and coordinated response to protect lives, property and to reduce economic loss. The HVRA provides critical information necessary to update the Emergency Plan, allocate resources for risk mitigation, enhance community preparedness and to prepare a cost effective budget. An HVRA is an essential part of every emergency management program and is a requirement mandated by the *Local Authority Emergency Management Regulation* of the *BC Emergency Program Act (Section 2(1))*.

In 2006, the RDN utilized provincial funding to hire a consultant to conduct a HVRA and again in 2009 for an HVRA update. In 2010, with Board approval, the RDN applied for and received approval for federal Joint Emergency Preparedness Program (JEPP) funding for the public consultation component of the HVRA process. A consultant has been retained to provide support and guidance throughout this phase.

The broad objectives of the HVRA Public Consultation Plan are to: 1) identify stakeholders; 2) anticipate stakeholder issues for each high risk hazard; and 3) embark upon public consultation to gauge public acceptance of risk and risk reduction measures. A critical component of the public consultation plan is the formation of a working group that will bring together a cross-section of community members, experts and other stake-holders. While experts are highly trained to understand various hazards, they may not have an understanding of local conditions. In the area of emergency management, consultation with local residents is crucial. In many cases, it is the local residents rather than scientists and experts who are truly knowledgeable about the local environment.

An HVRA can encompass an entire region however it would involve far more cost and significantly more staff time. There are various advantages to focusing on an area that has recently undergone an Official Community Plan review, or an area that will be slated for review in the near future. The OCP process provides an understanding of community values and characteristics which provides a synergistic framework for learning about hazards, risks, vulnerabilities and mitigation options.

While all Electoral Areas have hazard vulnerabilities, Electoral Area “A” has three of the RDN’s most significant hazards:

**Wildland Urban Interface (WUI)** - According to Ministry of Forests (Protection Branch) Strategic Threat Analysis Data, the area has significant portions rated as being “extreme” or “high” risk. That risk is further supported by fuel density data obtained during the 2008/09 Cedar/Snuneymuxw First Nation Community Wildfire Protection Plan process.

**Seasonal flooding (major and minor) of the Nanaimo River** - Flooding along portions of the Nanaimo River occurs annually, and the Emergency Program has responded to four flooding events and three evacuations.

**Hazardous materials events (in situ or in transit)** - The risk of hazardous materials release at industrial operations or in transit on the highway transportation corridors or on the way to the Duke Pt. ferry are the other most likely and/or frequent hazards in the area having high impacts socially, economically and environmentally.

Long Range Planning is commencing work on the “Cedar Main Street” project, an outgrowth of the Official Community Plan review process. A Technical Advisory Group (TAG) will be formed, using an online forum for stakeholder meetings. Many of the same stakeholders could be involved in both the Cedar Main Street TAG and the HVRA public consultation process, therefore an opportunity exists to share information and in some cases, involvement in joint meetings.

In consideration of the Electoral Area ‘A’ hazard profile and “Cedar Main Street” planning project, staff is recommending that the current HVRA public consultation plan be focused on Electoral Area ‘A’. This experience can be used as a template for the remaining Electoral Areas over successive years should funding be available.

## **ALTERNATIVES**

1. Approve the Hazard Vulnerability Risk Analysis Public Consultation Plan for Electoral Area ‘A’.
2. Not approve the plan and provide further direction to staff.

## **FINANCIAL IMPLICATIONS**

A contractor has been retained to provide support and guidance to the RDN throughout the public consultation phase at a cost of \$9,730. Federal JEPP funding has been approved at 50% of this cost and the balance of \$4,865 was approved by the Board in the 2011 Emergency Program budget. The amount of available funding is adequate to focus on one Electoral Area in the current proposed plan. Public consultation plans may be developed for other Electoral Areas in successive years as funding opportunities become available.

## **SUSTAINABILITY IMPLICATIONS**

The goal of disaster risk reduction has shifted in recent years to focusing on building community resilience, adaptive capacity and sustainable hazard mitigation. Disasters are not really the problem; they are symptoms of deeper, systemic, unsustainable relationships between society and the environment. As development increases in hazardous areas, it is necessary to make the critical link between hazard mitigation and sustainable development. The sustainable hazard mitigation planning process identifies

hazards that threaten a community, assesses vulnerability, and facilitates a consensus building approach to determine the most appropriate mitigation activities.

Establishing a sense of community responsibility for and resiliency to natural hazards is an important principle of sustainable hazard mitigation. A certain degree of self-sufficiency is required if a community is to endure a natural disaster with minimum loss and damage. This requires an effort by all community members to be aware of common natural and man-made hazards as well as environmental issues specific to their locale. By incorporating this awareness into the HVRA process, sustainable hazard mitigation becomes a priority and resiliency becomes an attainable goal.

Planning for and implementing effective hazard mitigation measures before disasters strike and ensuring post-disaster recovery efforts incorporate suitable hazard mitigation measures can reduce or even avoid the devastating impacts and rising costs associated with natural hazard events. By integrating hazard mitigation into our sustainability framework, it is possible to turn disaster prevention and recovery activities into community-wide planning endeavors that address long term challenges.

### SUMMARY

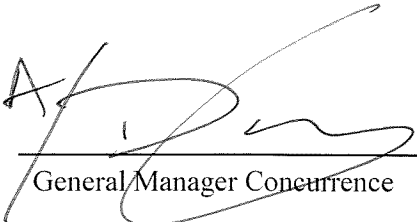
The RDN utilized grant funding to hire a consultant to conduct an HVRA in 2006 and an update in 2009. However, the process has not been completed, and in 2010 the Board directed staff to apply for JEPP funding to undertake the next step in the HVRA process – the public consultation phase. A consultant has been engaged to facilitate the project.

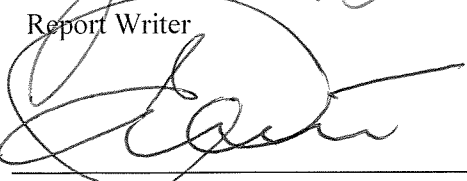
By incorporating input from stakeholders and the public, the RDN will have a much clearer understanding of our hazards, level of risk, vulnerabilities and mitigation options. The HVRA public consultation phase will provide insights on how to strengthen adaptive capacity which will ultimately lead to a reduction of exposure and sensitivity to hazards. The public consultation and community profile phase of the HVRA will tie resilience indicators to high hazard areas which will be critical components in future emergency planning and development in the area.

### RECOMMENDATION

That the Hazard Vulnerability Risk Analysis Public Consultation Plan for Electoral Area 'A' be approved.

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

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

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

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

### COMMENTS:

**ATTACHMENT NO.1**

**Hazard Vulnerability Risk Analysis (HVRA) Public Consultation Plan**  
**Electoral Area “A”**

<b>Task</b>	<b>Outcome</b>	<b><i>Approximate timeline</i></b>
Review of existing knowledge	Consultant to review and prepare a report on the existing 2006 HVRA and the 2009 update to identify areas in need of further analysis	Summer 2011
Identify expert resources (human and material)	Apply knowledge to the HVRA development process	Summer 2011
Establish HVRA Working Group	Identify key stakeholders: ESS, general population, local business, local government, local industry, local groups, media, First Nations, people at risk, EMBC, provincial agencies, health authority, provincial interest groups, schools, special needs groups and vulnerable peoples, first responders and an Elected Official.	September 2011
Determine level of concern of stakeholders for highest risk hazards	Create a community profile that considers vulnerabilities, impacts and effect of any risk reduction measure on stakeholders	September 2011
Develop an information and review process	Inform and advise the HVRA Working Group about HVRA assessment tools and mitigation	September 2011
Develop structured workshop package for HVRA Focus Group	Development of power point presentation, hand-outs, etc. to review the existing HVRA and identify the areas in need of further analysis for Electoral Area ‘A’	October 2011
Conduct awareness and information planning session on HVRA development process	To inform the HVRA Working Group and invited guests. Provide update to EMSC/Board	October 2011
Advertise and conduct HVRA development workshop	To engage the public and stakeholders in the review process	November 2011



Review workshop and planning session findings	To develop an enhanced HVRA process that reflects local conditions and includes specific tasks, milestones and reporting formats. This experience can be used as a model for other Electoral Areas.	December 2011
HVRA development planning	Consultant to work with staff on establishing timeline	January 2012
Review workshop formats	Identify planning priorities	February 2012
Final review	Meet with HVRA Working Group, present findings and analysis  Final report to EMSC/Board	Early March 2012  Grant project summary due 31 Mar/12



RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
JUN 17 2011	
RHD	
BOARD	
EMSC - July 13/11	

**MEMORANDUM**

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

**DATE:** June 14, 2011

**FROM:** Jani M. Drew, Emergency Coordinator

**FILE:** 7130 01 SCR D ANT

**SUBJECT:** Request to Erect Emergency Radio Antenna on Transit Building

**PURPOSE**

To obtain Board approval of a licensing agreement with the Sunshine Coast Regional District for the installation of an amateur radio antenna on the RDN Transit building to provide emergency communications capacity.

**BACKGROUND**

The Sunshine Coast Regional District (SCRD) Emergency Program has an Emergency Communications Team (ECT), comprised of volunteer amateur radio operators. The ECT provides communication when landlines or cell phones fail, and is an important part of an Emergency Operations Center or Reception Center.

The Sunshine Coast Emergency Program has been searching for a suitable site to install an antenna and repeater for several years. The SCR D has tested the proposed RDN site and the found the location to be ideal to provide radio coverage for the Sunshine Coast. In April 2011 a formal request was made by the SCR D Board Chair (see "Attachment A") for permission to erect a small dual band vertical antenna on the RDN transit Building roof and that the infrastructure would be installed and maintained at the cost of the SCR D Emergency Program. The SCR D is prepared to sign a standard license agreement and to guarantee no radio interference or other adverse impact.

**ALTERNATIVES**

1. Approve the licensing agreement with the Sunshine Coast Regional District to install and maintain an emergency amateur radio antenna on the RDN transit building.
2. Not approve the agreement and provide alternative direction to staff.

**FINANCIAL IMPLICATIONS**

A standard licensing agreement has been prepared by RDN staff and has the concurrence of SCR D staff. The SCR D will bear all costs associated to the installation and maintenance of the radio antenna and repeater. The licensing agreement provides for an annual licensing fee of \$250 payable to the RDN which is intended to cover the cost of electrical power usage by the equipment and rental of the lockable closet area for the radio repeater.

**SUMMARY**

The Sunshine Coast Regional District has been searching for a suitable site to install an amateur radio antenna and repeater to provide emergency communication coverage in the event of a telephone outage. The SCR D has tested the proposed RDN site and the found the location to be ideal to provide radio coverage for the Sunshine Coast. All costs associated with the installation, maintenance and annual fees will be borne by the SCR D and there are no adverse implications for the RDN. Installation of the equipment on the RDN transit building will support the SCR D emergency communication capacity therefore staff is therefore recommending approval of the license agreement (see "Attachment B").

**RECOMMENDATION**

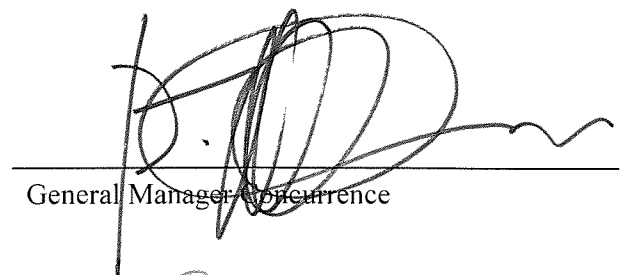
That the license agreement between the Sunshine Coast Regional District and the Regional District of Nanaimo for the installation and maintenance of a dual band vertical radio antenna and repeater in the Regional District of Nanaimo Transit building be approved for a five year term beginning July 1, 2011 and ending June 30, 2016.

  
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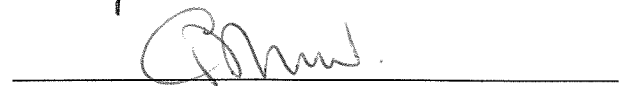
Report Writer

  
\_\_\_\_\_

Manager Concurrence

  
\_\_\_\_\_

General Manager Concurrence

  
\_\_\_\_\_

CAO Concurrence

**COMMENTS:**

ATTACHMENT A

**SUNSHINE COAST  
REGIONAL DISTRICT**

1975 Field Road Tel. 604.885.6800  
Sechelt Fax: 604.885.7909  
British Columbia Toll Free 1.800.687.5753  
Canada V0N 3A1 Web Site: www.scrd.ca



April 12, 2011

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

CAO'S OFFICE	
CAO	GMR&PS
GMDS	GMT&SWS
GMF&JS	GMR&CS
APR 19 2011	
SMCA	BOARD
CHAIR	
EMSC Correspondence CJC	

Dear Chair Stanhope:

**Re: Request to Erect Emergency Program Antenna on RDN Transit Building**

The SCRd has an excellent partnership with Amateur Radio in support of the Sunshine Coast Emergency Program. For the past 2 years we have struggled to find an appropriate repeater site on the Sunshine Coast but due to terrain challenges this has become an insurmountable obstacle.

This letter is to request the assistance of the RDN to allow the SCRd to erect a small dual band vertical antenna on the roof and a radio repeater in the RDN Transit Building. This infrastructure would be installed and maintained at the cost of SCRd/Amateur Radio and the SCRd would be prepared to sign a standard license agreement and to guarantee no radio interference or other adverse impact.

The RDN site has been tested and is the ideal location to provide radio coverage for the Sunshine Coast. In the event of a telephone outage this radio system will allow our residents to call for emergency services through our amateur radio network.

If the RDN is able to grant this request, please send your agreement to Mr. Paul Fenwick, General Manager of Community Services.

We appreciate your consideration of this request.

Sincerely,

**SUNSHINE COAST REGIONAL DISTRICT**

Garry Nohr  
Chair

/pf

~~Attachments: (2)~~



**ELECTORAL AREAS:** A/ Egmont, Pender Harbour B/ Halfmoon Bay D/ Roberts Creek E/ Elphinstone F/ West Howe Sound  
**MUNICIPALITIES:** District of Sechelt / Sechelt Indian Government District / Town of Gibsons

**ATTACHMENT 'B'**

**LICENSE TO USE**

**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:**

**SUNSHINE COAST REGIONAL DISTRICT**  
1975 Field Road  
Sechelt, B.C.  
V0N 3A1

**(hereinafter called the "SCRD")**

**OF THE SECOND PART**

**W H E R E A S:**

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

Lot 1, Plan 25547, DL48, Land District 58  
(Folio 250-08283.900)

(the "Lands").

Located at 6300 Hammond Bay Rd., Nanaimo, B.C.

**AND WHEREAS** the SCR D wishes to install and maintain a small dual band vertical radio antenna on the roof of and a radio repeater (hereinafter called the "Equipment") in the Regional District of Nanaimo transit building located on the Lands to provide backup radio coverage and communications for the Sunshine Coast in the event of an emergency.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the fees paid by the SCR D to the Regional District and in consideration of the Lands, terms, covenants and agreements contained herein, The Regional District and the SCR D agree with each other as follows:

**1. USE OF THE SITE**

The Regional District, subject to the performance and observance by the SCR D of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, agrees to permit the SCR D, its Agents and employees, access to install and maintain a radio antenna on the roof of and a radio repeater in (the Equipment) the Regional District's transit building in locations as preapproved by the Regional District. The SCR D agrees to liaise with applicable Regional District transit staff as required to coordinate access to the Regional District transit building.

**2. RESERVATION OF RIGHTS**

The Regional District reserves to itself from the grant and covenants made by it to the SCR D under clause 1 above, the right for the Regional District, its agents, employees, contractors, subcontractors, licensees, invitees and other persons, to have full and complete access to the Equipment.

**3. LICENSE FEE**

In consideration of the right to use, the SCR D shall pay to the Regional District a license fee of \$250 annually, commencing July 1st, 2011. The fee is intended to cover the cost of electrical power usage by the Equipment and rental of the lockable closet area for the radio repeater. Payment shall be made upon an invoice sent by the Regional District to the SCR D.

**4. TERM**

The Term of the License granted under this Agreement shall be five years commencing on the 1<sup>st</sup> day of July, 2011 and ending on the 30<sup>th</sup> day of June, 2016, unless earlier terminated under this Agreement. Thereafter, this License may be renewed if the parties both agree on such terms and conditions as agreed to by the parties.

**5. INSTALLATION AND MAINTENANCE**

The SCR D agrees that during the Term, it will not modify, reconfigure, change or replace the Equipment in such a way as to render the Equipment incompatible with any of the Regional District's equipment or structures. The SCR D shall not install any Equipment or any supporting connections thereof which in any way interferes with, harms, hinders or otherwise diminishes the use by the Regional District of any Regional District equipment or structures. Further, the SCR D shall not install, replace or improve the Equipment unless it has:

- i) obtained the Regional District's approval in writing to detailed plans, working drawings, and specifications; and
- ii) obtained all required licenses, permits and inspections and the work shall be carried out at the cost of the SCR D.

**6. RESPONSIBILITY FOR EXPENSES**

- i) It is intended by the parties that installation and maintenance of the Equipment be of no cost or expense to the Regional District during the Term and accordingly the SCR D 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 Equipment, and the SCR D agrees to indemnify the Regional District from and

against any such costs and expenses incurred by the Regional District directly. Further, the SCRD accepts complete responsibility for damage caused to any Regional District equipment, improvements, installations or structures situated on the Lands where such damage is caused by any acts of the SCRD, its agents or employees, in either installing, maintaining or otherwise dealing with the Equipment

- ii) The SCRD shall ensure that all invitees or agents attending the site 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 or agents 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.

## 7. **INSURANCE, MAINTENANCE, RISK AND INDEMNITY**

- i) The SCRD agrees to take out and keep in full force and effect throughout the Term and during such other time as the SCRD uses the Equipment or any part thereof at the expense of the SCRD:

*comprehensive general liability insurance against claims for personal injury, death or property damage arising out of the installation, maintenance or use of the Equipment as outlined in this Agreement in the amount of not less than five million dollars (\$5,000,000) per single occurrence, and shall provide the Regional District with a copy of such policy or policies.*

- ii) 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.
- iii) The Regional District shall be named as an additional insured under such liability policy or policies of insurance.
- iv) It shall be the sole responsibility of the SCRD to determine what additional insurance coverage, if any, is 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 SCRD.
- v) The Equipment installed by the SCRD shall be entirely at the risk of the SCRD.
- vi) The SCRD agrees to maintain the Equipment 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 use of the property by the Regional District.
- vii) The Regional District shall not be responsible or liable for any interruption of electrical service that may occur during the Term of this agreement or any extensions thereof.
- viii) The SCRD agrees to comply promptly at its expense with all laws, bylaws, regulations, requirements and recommendations, which may be applicable to the manner of use of the Equipment, 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.
- ix) The SCRD agrees to indemnify and save harmless the Regional District, its elected and appointed officers and employees, from any and all claims, suits, actions, costs, fees and expenses of any

kind whatsoever brought against or incurred by the Regional District or its elected and appointed officers and employees in any way relating to the SCR D's installation, maintenance or use of the Equipment during the Term of this License. Such indemnity shall extend to legal expenses reasonably incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.

**8. BUILDERS' LIENS**

The SCR D will indemnify the Regional District from and against any liens for wages or materials or for damage to persons or property caused during installation or maintenance which the SCR D may make or cause to be made to the Equipment.

**9. QUIET ENJOYMENT**

- i) The Regional District covenants with the SCR D for quiet enjoyment, for so long as the SCR D is not in default hereunder.
- ii) The SCR D shall permit the Regional District and its employees, servants and agents at all times during the Term of this License to examine the condition of the Equipment, and if any want or repair shall be found on such examination and notice thereof is given, the SCR D will, within ninety (90) days of the giving of that notice, well and truly repair in accordance with that notice.

**10. HOLDING OVER**

If the SCR D continues to use and maintain the Equipment with the consent of the Regional District after the expiration or other termination of the Term without any further written agreement, the SCR D shall be a monthly Licensee subject to all of the provisions of this License insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year shall not be created by implication of law; provided that nothing herein contained shall preclude the Regional District from taking action for possession of the Equipment.

**11. APPROVALS**

No provision in this License requiring the Regional District's or the SCR D'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 SCR D 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.

**12. RELATIONSHIP OF PARTIES**

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.



**13. SOLE AGREEMENT**

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.

**14. REMOVAL OF EQUIPMENT**

- i) All equipment, owned or installed by the SCRD at the expense of the SCRD on or in the Regional District transit building, shall remain the property of the SCRD and may be removed by the SCRD at any time until the end of the Term or earlier termination of this License. The SCRD agrees that it will, at its expense, repair any damage to the Equipment or the Regional District transit building caused by the installation, maintenance, existence, use or removal thereof (the "Restoration"). Before removing such equipment the SCRD shall notify the Regional District of its intention to do so and shall, if required by the Regional District, post a bond in an amount and form satisfactory to the Regional District as security for performance of the SCRD's obligations for the Restoration.
- ii) If the SCRD does not remove the Equipment which is removable by the SCRD pursuant to Paragraph 16 prior to the end of the Term or the sooner termination of this License, such Equipment 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 SCRD, and the cost of such removal will be paid by the SCRD forthwith to the Regional District on demand.

**15. DISPUTE RESOLUTION**

- i) All unresolved disputes arising out of or in connection with this Agreement or in respect of any legal relationship associated therewith or derived or entered into, shall be referred to and finally resolved by arbitration administered by Mediate BC services pursuant to its rules, unless otherwise mutually agreed between the parties.

**16. DEFAULT AND EARLY TERMINATION**

- ii) The SCRD further covenants with the Regional District that if the SCRD 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 SCRD shall continue for thirty (30) days after written notice thereof to the SCRD by the Regional District, then by law the Regional District may at its option forthwith take possession of the Equipment immediately and may remove any equipment from the Regional District transit building.
- iii) Either party to this Agreement may terminate the Agreement at any time upon ninety (90) days notice in writing to the other party. If the Regional District exercises this right of termination then it may take possession of the Equipment in accordance with Paragraph 14.

**17. APPLICABLE LAW, COURT LANGUAGE**

- i) This License shall be governed and construed by the laws of the Province of British Columbia.

- ii) 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 SCRD shall consent to any application by the Regional District to change the venue of any proceedings taken elsewhere than Nanaimo, British Columbia.

**18. CONSTRUED COVENANT, SEVERABILITY**

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.

**19. TIME**

Time shall be of the essence hereof.

**20. NOTICE**

- i) All notices or payment from the SCRD 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, Accounting Services

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

Sunshine Coast Regional District  
1975 Field Road  
Sechelt, B.C. V0N 3A1

Attention: General Manager of Community Services

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

- iii) 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.
- iv) 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.
- v) 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.

**21. WAIVER**

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.

For the **REGIONAL DISTRICT OF NANAIMO** )  
 )  
 )  
 )  
 \_\_\_\_\_ )  
 Chairperson )  
 )  
 )  
 \_\_\_\_\_ )  
 Senior Manager, Corporate Administration )

For the **SUNSHINE COAST REGIONAL DISTRICT** )  
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 )  
 )  
 \_\_\_\_\_ )  
 Name )  
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 Title )



RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
JUL 20 2011	
RHD	
BOARD	✓ July 26/11

**MEMORANDUM**

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

**DATE:** July 15, 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 outside their service area boundaries.

**BACKGROUND:**

At the June, 2011 Board meeting, motions were passed to allow Regional District of Nanaimo volunteer fire departments to respond outside their service area boundaries. These approvals related to provincial requests for assistance with forest fires as well as specific requests received by the Errington Volunteer Fire Department to assist the BC Ambulance Service with rescues in areas outside their service area. Since that time, two other volunteer fire departments have identified a need for similar authorizations.

The Bow Horn Bay Volunteer Fire Department is requesting approval to provide first responder services outside of boundaries in situations where ambulance response would be delayed and to allow their low-angle rope rescue team to respond to requests for assistance from Emergency Management BC. The Bow Horn Bay Department intends to use the low-angle rope rescue team to enhance their response capability in the Spider Lake and Horne Lake park areas. The Extension Fire Department is requesting approval to provide river rescue services and auto extractions to areas outside service boundaries. The Extension volunteers utilize their river rescue skills in areas along the Nanaimo River. Both departments have completed the required training and certification for these rescue services.

**ALTERNATIVES:**

1. Provide ongoing authority to the Bow Horn Bay and Extension Volunteer Fire Departments to respond to requests for assistance outside their boundaries when requested by Emergency Management BC or other emergency services providers. Additionally, to provide authority to the Bow Horn Bay Fire Department to perform low-angle rope rescue services, and to the Extension Fire Department to perform river rescue services in areas adjacent to their service area boundaries.
2. Not approve the use of fire protection resources outside of existing fire protection boundaries.

**FINANCIAL IMPLICATIONS:**

Alternative 1

Task numbers from Emergency Management BC where applicable for these requests would be assigned to the fire department, which would provide reimbursement for expenses in most cases. These rescue services are relatively rare in occurrence and can be accounted for in the regular operating budget if no specific reimbursement is available.

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 request. Vehicles are insured for their depreciated value, and the Regional District carries replacement property insurance coverage for equipment and is adequately insured for liability through the Municipal Insurance Association.

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 accident insurance. It is difficult to project all potential costs, however there is considerable experience in both situations and no department has been impacted financially.

Alternative 2

Given the nature of the volunteer fire departments work and the level of prior experience of these departments in responding to all types of emergencies, it is recommended that Alternative 1 be approved in the broader public interest.

**SUMMARY/CONCLUSIONS:**

Similar to other requests previously approved by the Board, the Bow Horn Bay and the Extension Volunteer Fire Departments are requesting authorization to respond to specific emergency situations outside of their boundaries when requested by Emergency Management BC or other emergency service providers. The Bow Horn Bay Volunteer Fire Department is requesting approval to provide first responder services for cases where ambulance service is delayed and to allow their low-angle rope rescue team to respond to emergency calls. The Extension Fire Department is requesting approval to provide auto extraction and river rescue services to areas adjacent to their service area. The Bow Horn Bay Department intends to use the low-angle rope rescue team to enhance their response capability in the Spider Lake and Horne Lake park areas, and the Extension volunteers utilize their river rescue skills in areas along the Nanaimo River. Both departments have completed the required training and certification for these rescue services.

**RECOMMENDATION:**

1. That the Bow Horn Bay Volunteer Fire Department be authorized to deploy fire-fighting resources outside their statutory boundaries to provide first responder assistance to other emergency services providers and to provide low-angle rope rescue services to assist in emergency situations.
2. That the Extension Volunteer Fire Department be authorized to deploy fire-fighting resources outside their statutory boundaries to provide assistance to other emergency services providers in the case of motor vehicle accidents and to provide river rescue services in emergency situations as requested.



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Report Writer



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CAO Concurrence



RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
JUL 14 2011	
RHD	
BOARD	✓ July 26/11

**MEMORANDUM**

**TO:** Joan Michel  
Parks and Trails Coordinator

**DATE:** July 15, 2011

**FROM:** Wendy Marshall  
Manager of Parks Services

**FILE:**

**SUBJECT:** **Crown Land Licence of Occupation Renewal Offer for Malcolm Community Park (Electoral Area F)**

**PURPOSE**

To report on a 30-year licence of occupation renewal offer received from the Ministry of Natural Resource Operations for an existing community park located at the end of Redman Road in Electoral Area F. The legal description of Malcolm Community Park is: that part of the Southwest ¼ of Parcel A (DD4504N) of District Lot 9, Cameron District. The licence for the approximately 15 hectare unsurveyed property includes a section of the bed of Whiskey Creek.

**BACKGROUND**

The Malcolm family donated the subject property to the Province in the mid-1960s for park purposes, however the Province never undertook any park function there. In the mid-1990s, the Province included the parcel in a Crown woodlot tender. In response to community concern about the loss of public park, the RDN Board directed staff to apply to the Province for a non-exclusive 10-year licence of occupation on the Malcolm property for community park purposes. This licence was granted to the RDN by the Province in November 2000.

Malcolm is the largest community park in Area F, and almost twice the size of the Electoral Area's next largest. In 2008-09, Staff worked with community members to improve the park with a network of walking and riding trails. Signage was installed and access to the Community Park from Redman Road (behind the Whiskey Creek Store on the Alberni Highway) was clarified and made functional.

The Malcolm Community Park Licence of Occupation expired in September 2010, at which time Crown land property administrators indicated to park staff that a renewal offer would be forthcoming. The renewal offer was received July 15, 2011 and is attached as Appendix I. This offer is for a 30-year tenure period (September 2010-September 2040), with all other conditions being essentially the same as contained in the original licence. Should the Region ever wish to increase its tenure status on this community park, e.g., to an exclusive lease or to RDN ownership, survey of the property would be required.

**ALTERNATIVES**

1. To accept the Province's offer of a 30-year non-exclusive Licence of Occupation for Malcolm Community Park in Area F, legally described as that part of the Southwest ¼ of Parcel A (DD4504N) of District Lot 9, Cameron District.
2. To decline the offer and to provide Staff with alternative direction.

**FINANCIAL IMPLICATIONS**

Acceptance of the Province's offered Licence will cost the Region \$201.00 (plus HST) in administration fees, to paid for out of the 2011 Area F Community Park budget.

**SUMMARY**

In 2000, the Province granted the Region a 10-year non-exclusive licence of occupation for use of what is now known as Malcolm Community Park in Electoral Area F. This licence expired in September 2010 and the Province has offered the Region a 30-year renewal. Malcolm is the largest community park in the Electoral Area and has been improved with a network of walking and riding trails. It is a well appreciated park in the Area.

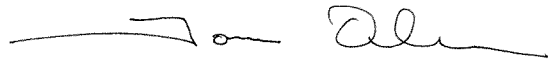
**RECOMMENDATION**

That the Regional District accept the Province's 30-year Licence of Occupation renewal offer for that part of the Southwest ¼ of Parcel A (DD4504N) of District Lot 9, Cameron District, commonly known as Malcolm Community Park; offer attached as Appendix I.



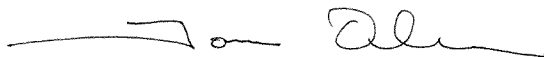
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Report Writer



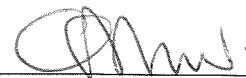
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Per/ Manager Concurrence



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General Manager Concurrence



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CAO Concurrence

**Appendix I**

**Crown Offer of 30-Year  
Licence of Occupation  
For  
Malcolm Community Park  
In  
Electoral Area F**





Ministry of Natural Resource Operations  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9

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

HST Registration No: R107864738

Your contact is: Barbara Biss

Our file: 1408425

Date JUL 05 2011

**RECEIVED**  
JUL 11 2011  
**TENURE OFFER**  
REGIONAL DISTRICT  
of NANAIMO

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

Attention: Joan Michel

Dear Madam:

**Re: Your Application for a Tenure over Crown Land**

RDN REC & PARKS		
GMR & P	CAO	
MGR Parks	MGR Rec	
Arena	Aquatics	
JUL 15 2011		
Parks	Rec	
P.S.A.C.	Commission	
Director	Other	

Your application for a licence for regional park purposes over:

that part of the Southwest 1/4 of Parcel A (DD4504N) of District Lot 9; together with unsurveyed Crown foreshore or land covered by water being part of the bed of Whiskey Creek, all within Cameron District, containing 15.231 hectares more or less

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

This is to replace Licence No. 107555 which expired September 14, 2010.

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

## Deadline for Your Acceptance of this Offer

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

### 1. Conditions of Offer

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

#### Monies Payable

You must deliver to us the following amounts:

Licence Fee	*\$	1.00
Application Fee	*\$	200.00
HST Total	\$	<u>24.12</u>
<b>Total Fees Payable</b>	\$	<u><b>225.12</b></u>

\* denotes HST payable

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

#### Insurance

We confirm receipt from you of evidence of an Alternative Risk Financing Program. Upon request, you must submit to our office proof of continuation of your Alternative Risk Financing Program.

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

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

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

## 2. Acknowledgments of the Applicant

By accepting this offer, you agree that:

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

## 3. Your Representations

By accepting this offer, you confirm that:

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

## Freedom of Information

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

Yours truly,

A handwritten signature in black ink, appearing to read "B. Biss". The signature is written in a cursive style with a small dot above the "i".

Authorized representative

**Acceptance of Offer of licence**

File No. 1408425

Ministry of Natural Resource Operations  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9

Dear Barbara Biss:

**Re: Application for licence**

- I/We accept the offer of licence made to me/us by way of a letter dated JUL 05 2011 from the Ministry of Natural Resource Operations and I/we agree to perform and abide by my/our covenants, acknowledgements and representations set out in that offer.
- I/We do not accept the offer of licence made to me/us by way of a letter dated JUL 05 2011 from the Ministry of Natural Resource Operations.

DATED the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Applicant's signature/Applicant's  
representative's signature

\_\_\_\_\_  
Print name of person signing

\_\_\_\_\_  
Print name of person signing



**LICENCE OF OCCUPATION**

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Licence No.:

File No.: 1408425

Disposition No.: 888316

---

THIS AGREEMENT is dated for reference September 15, 2010 and is made under the *Land Act*.

**BETWEEN:**

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

(the "Province")

**AND:**

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

(the "Licensee")

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

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

**"Commencement Date"** means September 15, 2010;

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

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

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

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

That part of the Southwest 1/4 of Parcel A (DD4504N) of District Lot 9; together with unsurveyed Crown foreshore or land covered by water being part of the bed of Whiskey Creek, all within Cameron District, containing 15.231 hectares more or less,

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

**“Management Plan”** means the most recent management plan prepared by you in a form acceptable to us, signed and dated by the parties, and held on file by us;

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

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

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

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

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

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

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

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for regional park purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**



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

#### ARTICLE 4 - COVENANTS

4.1 You must

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

money that you are required to hold back under the *Builders Lien Act*;

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

- (i) your breach, violation or nonperformance of a provision of this Agreement, and
- (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

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

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

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

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

## ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

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

- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(t)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(t)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(t)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

#### ARTICLE 6 - SECURITY AND INSURANCE

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

drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

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

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

6.6 You must

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

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

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

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

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

#### ARTICLE 7 - ASSIGNMENT

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

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail to observe, abide by and comply with the provisions of this Agreement

(other than the payment of any money payable by you under this Agreement),

and your default or failure continues for 60 days after we give written notice of the default or failure to you,

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

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

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have



complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

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

#### ARTICLE 9 - DISPUTE RESOLUTION

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

#### ARTICLE 10 - NOTICE

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

to us

MINISTRY OF NATURAL RESOURCE OPERATIONS  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9;

to you

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

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

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

#### ARTICLE 11 - MISCELLANEOUS

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

- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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

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

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

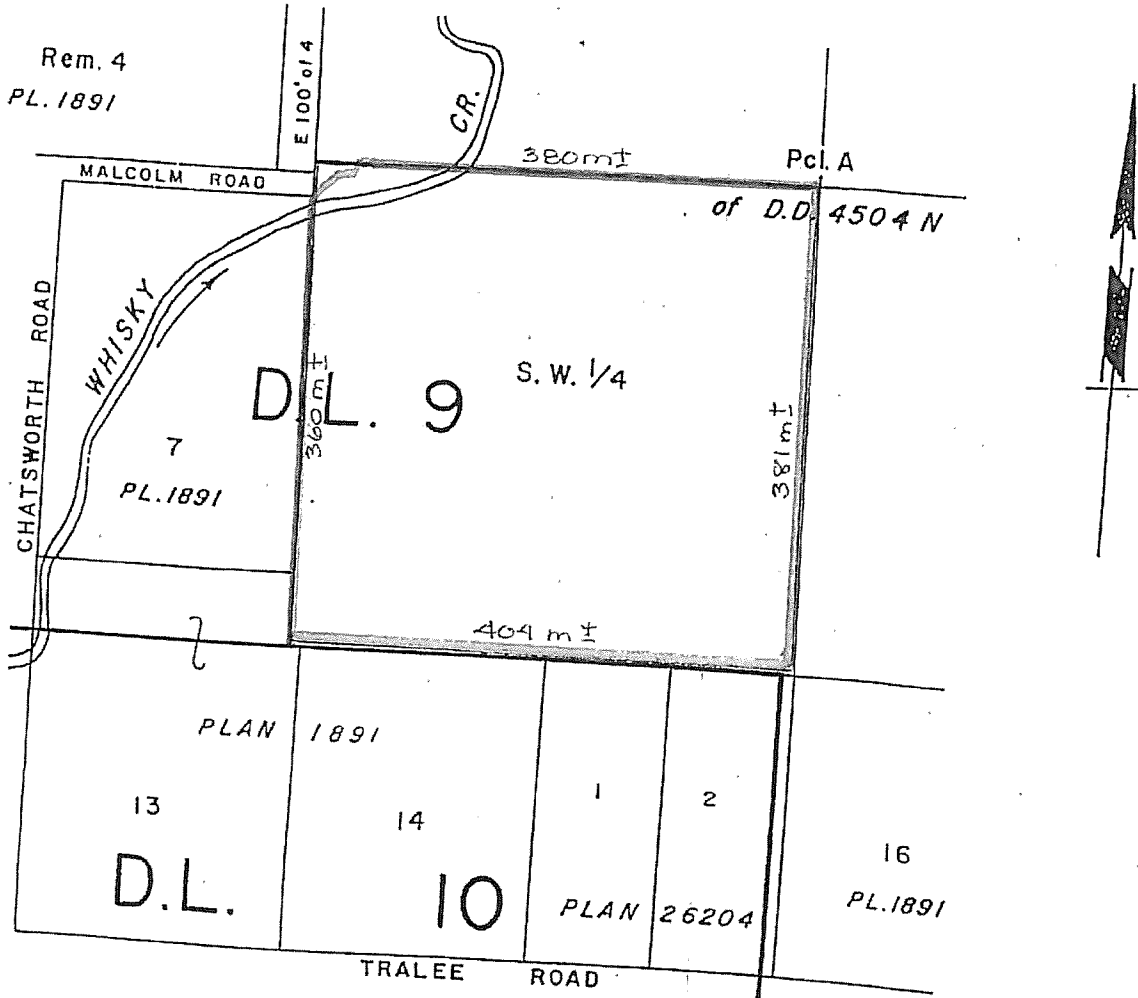
SIGNED on behalf of  
**REGIONAL DISTRICT OF NANAIMO**  
by its authorized signatories

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

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

LEGAL DESCRIPTION SCHEDULE

That part of the Southwest 1/4 of Parcel A (DD4504N) of District Lot 9; together with unsurveyed Crown foreshore or land covered by water being part of the bed of Whiskey Creek, all within Cameron District, shown outlined on sketch below, containing 15.231 hectares more or less,





RDN REPORT	
CAO APPROVAL <i>(Signature)</i>	
EAP	
COW	
JUL 14 2011	
RHD	
BOARD	✓ July 26/11

## MEMORANDUM

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**TO:** Sean De Pol  
Manager, Wastewater Services

**DATE:** July 6, 2011

**FROM:** Ellen Hausman  
Wastewater Program Coordinator

**FILE:** 2240-20-BCFERRIES

**SUBJECT:** BC Ferries Pump Ashore Program

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### PURPOSE

To provide the Board with information on the BC Ferries Pump Ashore Program.

### BACKGROUND

In 2007 the Canada Shipping Act Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals, came into effect. The Regulations require BC Ferries to meet or exceed secondary treatment for discharge of wastewater from their vessels by July 2012. The current standard for the vessels owned by BC Ferries is primary treatment.

BC Ferries assessed several options in order to meet the new regulations, and determined that rather than upgrading or replacing the existing sewage treatment plants on board the vessels, they would pump ashore to municipal treatment systems where possible.

BC Ferries is in the process of implementing a pump ashore program at both the Departure Bay Ferry Terminal and Duke Point Ferry Terminal. Once completed, vessels will be able to pump wastewater overnight into the RDN's interceptor and trunk sewer lines for treatment at the Greater Nanaimo and the Duke Point Pollution Control Centres. There will be two vessels regularly discharging at the Departure Bay Ferry Terminal and one vessel discharging at the Duke Point Ferry Terminal.

A Capital Cost Impact Charge has been calculated to pay for the additional capacity requirement in both the Greater Nanaimo Pollution Control Centre service area and Duke Point Pollution Control Centre service area. In addition to submitting payment for the Capital Cost Impact Charge, BC Ferries has submitted a Waste Discharge Permit application to the RDN for each ferry terminal, in accordance with "Regional District of Nanaimo Sewer Use Regulatory Bylaw No. 1225, 2002". The permits are currently under development, and will be in place before BC Ferries begins regular discharge from the vessels at both terminals.

BC Ferries are currently trialing the pump ashore systems at each terminal. Regular discharge at each terminal is scheduled to commence late July 2011.

### ALTERNATIVES

This report is being presented for information only.

**FINANCIAL IMPLICATIONS**

*Capital Cost Impact Charge*

To account for the capacity requirements to convey and treat the additional wastewater flows at the Greater Nanaimo and Duke Point Pollution Control Centres, BC Ferries has paid Capital Cost Impact Charges totaling \$325,217.52. These were calculated on the basis of equivalent commercial rates contained in the “Regional District of Nanaimo Southern Community Sewer Service Area Development Cost Charges Bylaw No. 1547, 2009” and the “Regional District of Nanaimo Duke Point Sewer Local Service Area Development Cost Charges Bylaw No. 1498, 2007”.

<b>Departure Bay Ferry Terminal</b>			
	<b>Gross Floor Area</b>	<b>Cost / m<sup>2</sup></b>	<b>Cost</b>
Queen of Cowichan	4,443	\$13.60	\$ 60,424.80
Coastal Renaissance	11,172	\$13.60	\$151,939.20
<b>TOTAL</b>	<b>15,615</b>		<b>\$212,364.00</b>

<b>Duke Point Ferry Terminal</b>			
	<b>Gross Floor Area</b>	<b>Cost / m<sup>2</sup></b>	<b>Cost</b>
Coastal Inspiration	24,114	\$4.68	\$112,853.52
<b>TOTAL</b>	<b>24,114</b>		<b>\$112,853.52</b>

Should vessels be added, modified or replaced, resulting in an increase in size and/or capacity, BC Ferries has been informed that they will be required to pay additional Capital Cost Impact Charges based on the same calculation method.

**SUMMARY/CONCLUSIONS**

In 2007 the Canada Shipping Act, Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals, came into effect. The Regulations require BC Ferries to meet or exceed secondary treatment for discharge of wastewater from their vessels by July 2012. To accomplish this, BC Ferries is in the process of implementing a pump ashore program at the Departure Bay and Duke Point Ferry Terminals. Once completed vessels docking at these terminals will be able to pump wastewater overnight for treatment at the Greater Nanaimo and Duke Point Pollution Control Centres.

BC Ferries has paid Capital Cost Impact Charges totaling \$325,217.52 for the additional capacity requirements in both service areas. Waste discharge permits are currently under development for both terminals in accordance with Sewer Use Bylaw No. 1225, and will be in place before vessels are regularly discharging at both terminals. Regular discharge of wastewater is scheduled to commence late July 2011.

**RECOMMENDATION**

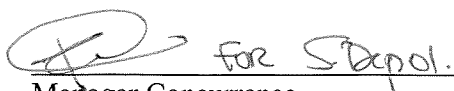
That the RDN Board receive the staff report on the BC Ferries Pump Ashore Program for information.



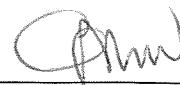
Report Writer



General Manager Concurrence

 for S. Depol.

Manager Concurrence



CAO Concurrence



RDN REPORT		
CAO APPROVAL <i>(Signature)</i>		
EAP		
COW		
JUL 20 2011		
RHD		
BOARD	✓	July 26/11

# MEMORANDUM

**TO:** Sean De Pol  
Manager of Wastewater Services

**DATE:** July 5, 2011

**FROM:** Ellen Hausman  
Wastewater Program Coordinator

**FILE:** 5340-05

**SUBJECT:** French Creek Pollution Control Centre Biosolids Contract Extension

## PURPOSE

To consider a two year extension to the existing contract with SYLVIS Environmental Inc. (SYLVIS) to manage biosolids from the French Creek Pollution Control Centre.

## BACKGROUND

In August 2007, the Board passed a motion “that the Board award a contract to SYLVIS Environmental Inc. to manage French Creek Pollution Control Centre biosolids for four years beginning October 1, 2007 at a contract rate of \$62.58 per bulk tonne for 2007 and \$77 per bulk tonne for the remainder of the contract.”

SYLVIS have successfully managed this contract for the past four years, beneficially using the French Creek biosolids by having them land applied as part of Vancouver Island University’s Forest Fertilization Project. The current contract is due to expire on September 30, 2011, and staff are seeking the approval of the Board to make use of a provision within this contract that allows the contract to be extended for another two years. The provision stipulates that all terms and conditions of the current contract are to apply throughout the extension, including the price of \$77 per tonne for SYLVIS to haul and beneficially use the biosolids. In order to make use of this clause in the contract, written notice must be provided to SYLVIS before July 31, 2011. SYLVIS have been informed verbally that the RDN would like to extend the contract, contingent on the Board’s approval, and they have indicated that they are agreeable to the two year extension.

## ALTERNATIVES

1. Extend the current SYLVIS contract for the hauling and beneficial use of French Creek Pollution Control Centre biosolids for an additional two years.
2. Issue a new Request for Quotes for the hauling and beneficial use of French Creek Pollution Control Centre biosolids.
3. Haul biosolids from French Creek Pollution Control Centre to the Regional Landfill for disposal.

## FINANCIAL IMPLICATIONS

### Alternative 1

The cost for SYLVIS to haul and beneficially use FCPCC biosolids is \$77 per tonne. The total cost for the two year extension to the original 2007 contract is projected to be \$231,000 based on 3,000 tonnes of biosolids (1,500 tonnes per year).

### Alternative 2

Proceeding with a new Request for Quotes for an alternate service will incur costs and time to undertake. Staff believe there are currently no alternative options on Vancouver Island that will be able to provide this service at a competitive rate.



Alternative 3

The only other immediately available alternative is to take FCPCC biosolids to the Regional Landfill. The current rate for biosolids disposal at the landfill is \$110 per tonne. Not including the cost to transport the biosolids to the landfill, this option would increase the FCPCC biosolids handling costs by \$49,500 per year.

**SUBSTAINABILITY IMPLICATIONS**

The FCPCC biosolids are currently being used in Vancouver Island University’s Forest Fertilization Project. The project is required to have a detailed Operating Plan compliant with the provincial Ministry of Environment’s Organic Matter Recycling Regulation which governs the production, quality, and land application of certain types of organic matter. For biosolids, the Organic Matter Recycling Regulation specifies requirements for vector attraction reduction, pathogen reduction processes and limits, quality criteria, sampling protocol, record keeping, setbacks, and application rates.

The safety of the Forest Fertilization Project has been confirmed by a hydrogeological assessment conducted in 2003, which concludes that the Forest Fertilization Project will not have any impact on groundwater quality in any of the wells located in the region.


The beneficial use of the FCPCC biosolids in the Forest Fertilization Project is considered an environmentally sustainable option, as it safely returns essential nutrients to existing soils low in nitrogen, phosphorus and organic matter, resulting in a significant improvement in tree growth rates. By contrast, burying biosolids in the Regional Landfill is not considered to be a beneficial use option, and will consume significant space, potentially reducing the expected remaining lifespan of the facility.


**SUMMARY/CONCLUSIONS**

In August 2007, the Board awarded SYLVIS Environmental Inc. a four year contract for the hauling and beneficial use of biosolids from French Creek Pollution Control Centre, with an optional two year extension to the contract under the terms and conditions of the current contract. Given the success of the project over the past four years, and a competitive price of \$77 per tonne for hauling and beneficial use of the biosolids, RDN staff recommend that the Board grant a two year extension to the current contract between the Regional District of Nanaimo and SYLVIS Environmental Inc., through to September 30, 2013. SYLVIS have been informed verbally that RDN staff are requesting approval from the Board to extend this contract and they are agreeable to this extension.


**RECOMMENDATION**

That SYLVIS Environmental Inc. be granted a two year extension to the current contract for the hauling and beneficial use of biosolids from the French Creek Pollution Control Centre at \$77 per tonne, through to September 30, 2013.

  
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Report Writer

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

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

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



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# MEMORANDUM

**TO:** Mike Donnelly  
Manager of Water Services

**DATE:** July 15, 2011

**FROM:** Christina Metherall  
Drinking Water and Watershed Protection Coordinator

**FILE:** 1855-03

**SUBJECT: Infrastructure Planning Grant Application – Request for Support Streamlined Water Use Reporting Tool (SWURT)**

## PURPOSE

To obtain Board support for an Infrastructure Planning Grant application to support the development of the Streamlined Water Use Reporting Tool (SWURT) in the Regional District of Nanaimo.

## BACKGROUND

The Drinking Water and Watershed Protection Program is embarking on a process to better understand the supply and demand of water in the regional district in order to help manage local water resources. A key component of this process is to understand how much water is extracted from local aquifers and rivers and how local aquifers are responding to that extraction. Many local water users such as water purveyors already collect this data but there is no central storage location and no efficient way to share the data. Several studies including the Groundwater Indicator Research Project (2005) and the State of Sustainability Report (2006) have recommended that the RDN work with major water users to support the voluntary collection and storage of this valuable information. This work would support the following goals outlined in the DWWP Action Plan:

- Program 1: Public Awareness and Involvement
- Program 2: Water Resources Inventory and Monitoring
- Program 3: Water Use Management

RDN staff have reviewed several options for gathering and storing this data. An excellent example of such an approach is the web-based Streamlined Water Use Reporting Tool (SWURT) used in the Okanagan Basin. The Okanagan Basin Water Board recently partnered with the Ministry of Environment (MOE) and the Ministry of Community and Rural Development (MCRD, now the Ministry of Community, Sport, and Cultural Development, MCSCD) to develop an easy to use and technically robust web-based water use reporting tool. This tool was developed after extensive consultation with the water use community and has been eagerly adopted by water purveyors.

The Okanagan Basin Water Board estimates that 70% of the region’s water use is now accurately quantified through SWURT. This program has received excellent reviews and is being considered by the Ministry of Environment as a potential tool for province-wide water use reporting which may be required as part of the Water Act Modernization in 2013. There is a strong interest at the provincial level in seeing the RDN and a regional district in the Kootenays pilot the program to test the adaptability of the SWURT tool in other jurisdictions.

This pilot would be favourable to the RDN as its implementation would provide valuable information for the management of water resources across the regional district and support DWWP initiatives such as the Water Budget Project and long term drought management and climate change adaptation actions. MOE staff have indicated they will support the grant application and promote access to funding through the MCSCD. In addition, the Okanagan Basin Water Board would provide significant in-kind contributions in the form of project management and database hosting should this project move forward.

Staff are recommending that the RDN apply to the MCSCD for an Infrastructure Planning Grant to support the use of this program in the region. The purpose of the grant request is to support an update to the SWURT program to adapt it to the RDN area and allow for the easy collection of groundwater level data. The estimated cost in software development for this update is \$20,000. The maximum grant available is \$10,000.

Infrastructure Planning grants cover 100% of the first \$5,000 in project costs and 50% of the next \$10,000. Given the project's estimated cost of \$20,000, the grant would total \$10,000, leaving \$10,000 to be funded from the DWWP budget. This project was not anticipated in the initial 2011 budget, and would require reallocation of unused funds.

### ALTERNATIVES

1. Support the Drinking Water and Watershed Protection Program's application to the Ministry of Community, Sport, and Cultural Development for an Infrastructure Planning Grant to develop the Streamlined Water Use Reporting Tool in the Regional District of Nanaimo.
2. Do not support the application.

### FINANCIAL IMPLICATIONS

This project was not anticipated in the initial 2011 budget, and would require reallocation of \$10,000 in available funds. Sources for reallocation would include the unused funds in the Water Purveyor Working Group and funds designated for Website Development.

### SUSTAINABILITY IMPLICATIONS

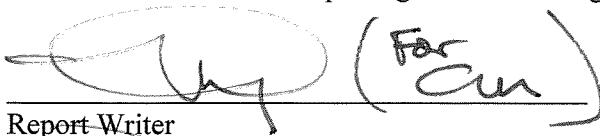
The collection of information on water extractions and groundwater levels from large water users will support the sustainable management of water resources in the Regional District of Nanaimo.

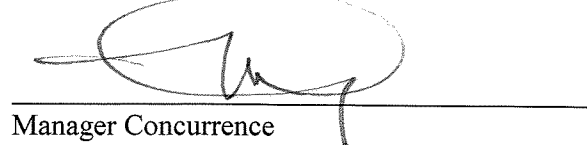
### SUMMARY/CONCLUSIONS


Development of the Streamlined Water Use Reporting Tool will assist in moving the DWWP program forward. Operating funds within the 2011 DWWP budget will be re-allocated in support of this project and funding opportunity.

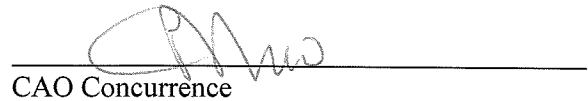
### RECOMMENDATION

That the Board support the application for an Infrastructure Planning Grant for the development of the Streamlined Water Use Reporting Tool in the Regional District of Nanaimo.

  
Report Writer

  
Manager Concurrence

  
General Manager Concurrence

  
CAO Concurrence



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# MEMORANDUM

**TO:** Carol Mason  
Chief Administrative Officer

**DATE:** July 14, 2011

**FROM:** Dennis Trudeau  
General Manager of Transportation and Solid Waste Services

**FILE:**

**SUBJECT:** Phase 2 Transit Upgrade and Expansion

## PURPOSE

To award the tender for the Phase 2 Transit Upgrade and Expansion Project.

## BACKGROUND

The 2011-15 financial plan includes the retrofit, redevelopment and expansion of the Transit Operations building at a pre-tender cost estimate of \$2.7 million. The proposed project will be partially financed by a BC Transit contribution of approximately \$750,000. The contribution from BC Transit is a result of an amendment to the Master Joint Operating Agreement, which confirmed their support for the expansion and upgrade of the transit facility. The agreement that was approved by the Board in 2009, capped BC Transit's contribution for the project at approximately \$2,000,000. The initial phase of the transit facility upgrade, which included the yard and office expansion, has now been completed. BC Transit contributed approximately \$1,250,000 to that phase of the project, leaving \$750,000 that they will contribute to the remaining works. The remaining \$1.95 million required for the project is identified in the 2011 (\$1,000,000), 2012 (\$500,000) and 2013 (\$479,000) operational budgets for transit.

Staff expect a six month construction period for the project with completion in the spring of 2012. The project is being planned in a manner that utilizes all of the BC Transit contribution (\$750,000) and budget that has been identified in 2011 and 2012 (\$1,500,000) for a total working budget of \$2,250,000. Any remaining work would be completed in 2013.

The Phase 2 transit upgrade and expansion project is a major and complex project that includes the following components:

- move and replace fuel island;
- construction of a new high work bay that will be able to accommodate double decker buses;
- construction of a new bus wash facility; and,
- construction of a bus body and paint bay.

Where possible the upgrade and expansion of the facility is being designed in a manner that will enable the future use of compressed natural gas (CNG) with minimal changes to the completed works. The wash facility is being designed to use recycled water that will reduce water and energy use. The new facility will improve the movement of traffic, allow the use of double deckers and maximize the efficiency of site operations. Once completed, the new Operations building will function as modern green facility that will be able to manage transit operations for the next 25 years.

The RDN will be receiving good value for the proposed expanded transit works. The overall cost for all phases of the RDN transit expansion will be \$5.4 million. The cost for similar sized transit facilities that have been designed and built by BC Transit for Kamloops and Whistler are \$15.6 million and \$20.4 million respectively.

The tender for construction was issued in May 2011. On June 23, 2011, the following bidders submitted compliant tenders for general construction:

**Table 1**  
**Phase 2 Transit Upgrade and Expansion Tender Results**

Bidder	Tendered Price
Knappett Projects Inc.	\$1,466,683
Heatherbrae Builders	\$1,493,500
Palladian Developments	\$1,504,203
Saywell Contracting	\$1,558,563
Windley Contracting	\$1,592,000
WJ Murphy	\$1,621,640
Kinetic Construction	\$1,648,141

In order to reduce the cost of the project, staff plan to tender the larger pieces of equipment separately, which will avoid any mark-ups common when another firm is responsible for supply. RDN staff plan to tender the supply and installation separately for the bus wash, compressor, bus hoists, vacuum and paint booth.

Staff has reviewed the tender values and has determined that all of Phase 2 can be completed for a total of \$2,560,000. Since there is only \$2,250,000 available during this phase of construction staff are proposing to delay the purchase and installation of the bus wash equipment (\$320,000). The bus wash structure would still be built but would not have the equipment installed until 2013 when there are adequate funds available. With this change the amended Phase 2 project is estimated to cost \$2,204,000 excluding taxes, which has been identified in the 2011 and 2012 budgets.

The tenders have been reviewed by the RDN's consultants who have recommended that a contract be awarded to the low bidder, Knappett Projects Inc. for a total amount of \$1,466,683 plus HST as applicable.

## ALTERNATIVES

1. Award the general construction contract to Knappett Projects Inc. for the tendered price of \$1,466,683 plus HST.
2. Provide alternative direction to staff.

**FINANCIAL IMPLICATIONS**

*Alternative 1*

Under Alternative 1, the projected final costs of the Phase 2 project will be \$2,204,000 excluding taxes as shown in Table 2.

**Table 2**  
**Phase 2 Transit Upgrade and Expansion**  
**Project Costs**

Item	Cost Estimate
Capital Costs	
General Construction	\$1,467,000
Owner Supplied Equipment (Minus Bus Wash)	\$305,000
Security items and floor modifications	\$44,000
Insurance, Permits, Hydro & Other	\$82,000
Engineering Services	\$175,000
Engineering Contingency	\$15,000
Construction Contingency	\$116,000
<b>Total</b>	<b>\$2,204,000</b>

There are sufficient funds allocated in the 2011 and 2012 transit budgets to complete this project.

*Alternative 2*

If the Phase 2 Transit upgrade and expansion project is not awarded at this time, the project will be delayed and staff does not expect to get prices that are this low in the future. Staff recommends awarding the contract.

**SUSTAINABILITY IMPLICATIONS**

The expansion and upgrade of the transit facility advances sustainability in the Regional District of Nanaimo on several fronts. Notably, the facility will effectively operate as a green facility, demonstrating a commitment to the RDN’s sustainability goals.

With respect to the Region’s Corporate Climate Action Plan, the facility includes features that reduce energy consumption and emissions. In addition the new facility will reduce GHG emissions by enabling an expanded transit service which will reduce emissions associated with single occupant vehicle trips.

## SUMMARY/CONCLUSIONS

The budget and financial plan for 2011-12 allocates \$2.25 million for the retrofit, redevelopment and expansion of the Transit Operations building. This project will be financed by a BC Transit contribution of \$750,000 and \$1.5 million in operational funds. Once completed, the new Operations building will function as modern green facility that will be able to manage transit operations for the next 25 years.

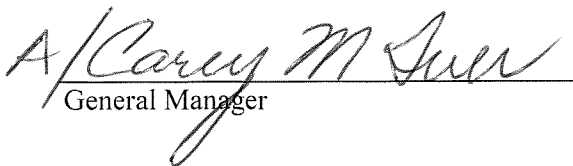
The Phase 2 transit upgrade and expansion project is a major and complex project that includes the following components:

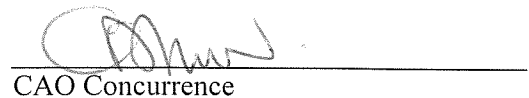
- move and replace fuel island;
- construction of a new double decker bus work bay;
- construction of a new bus wash facility; and,
- construction of a bus body and paint bay.

The tenders have been reviewed by the RDN's consultants who have recommended that a contract be awarded to the low bidder, Knappett Projects Inc. for a total amount of \$1,466,683 plus HST as applicable. Based on the competitive pricing and adequate budget being available for this project, staff support the consultant's recommendation.

## RECOMMENDATION

That the Board award the general construction contract to Knappett Projects Inc. for the tendered price of \$1,466,683 plus HST.

  
General Manager

  
CAO Concurrence



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**MEMORANDUM**

**TO:** Dale Lindsay  
Manager, Current Planning

**DATE:** July 19, 2011

**FROM:** Lainya Rowett  
Planner

**FILE:** 0360 20 AAC

**SUBJECT:** Agriculture Area Plan Update

**PURPOSE**

To update the Board on the Agricultural Area Plan process and selection of a project consultant.

**BACKGROUND**

On April 26, 2011, the Regional Board of Directors appointed the Agricultural Advisory Committee as the Steering Committee for the RDN Area Agricultural Plan. Following this appointment staff completed a Terms of Reference for this project, and the committee endorsed these terms in its meeting on April 29, 2011.

In May 2011, staff distributed a Request for Proposal (RFP) with the Terms of Reference to seek qualified consultants to conduct an Agricultural Area Plan for the Regional District of Nanaimo. The following report provides an update to the Board on the status of this project, the selection of a consultant and the next phase of the work plan.

**DISCUSSION**

Staff received six submissions in response to the RFP. These proposals demonstrated a wide variety of knowledge and experience in conducting similar agricultural studies in other urban and rural areas. Staff and the Steering Committee reviewed and evaluated the proposals, and the committee selected Upland Consulting as the project consultant at the committee’s meeting in June.

At the same meeting, the BC Ministry of Agriculture presented an option to conduct the Land Use Inventory and Water Demand Model component of the Agricultural Plan. The committee was interested in having the Ministry conduct this analysis in collaboration with Upland Consulting. Staff met with the consultant to discuss the project work plan considering the potential engagement of the Ministry, whose work would not commence until Spring 2012.

From these meetings it was concluded that:

1. The consultant would conduct a preliminary review of agricultural uses and the associated water demands within the region to inform their research and better frame the context of their public engagement process. This information would also support a more robust inventory, if completed by the Ministry next year.



2. That there is an opportunity for further collaboration within the Regional District to relate the water demand assessment to current initiatives within the RDN Drinking Water and Watershed Protection Program.
3. The consultant and staff will attend the Vancouver Island Exhibition Fair in August to provide general information to the public concerning the agricultural plan project. A web site has also been secured at [www.growingourfuture.ca](http://www.growingourfuture.ca) for this project, and a press release will be prepared by staff in the coming weeks to announce the project initiation.

## ALTERNATIVES

This report is being presented for information only.

## SUMMARY/CONCLUSIONS

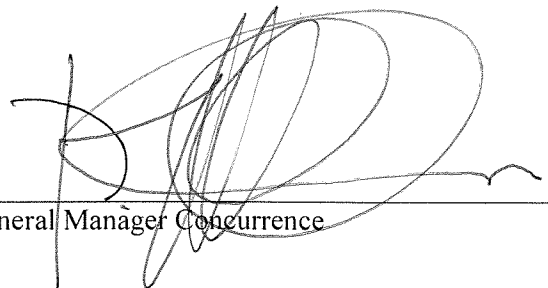
Staff completed a Terms of Reference for the RDN Agricultural Area Plan, and distributed a request for proposals for the project. Staff and the Agricultural Advisory Committee (the Steering Committee) evaluated the proposal submissions, and the committee selected Upland Consulting as the project consultant. The committee also expressed an interest in having the BC Ministry of Agriculture involved in the project to conduct a comprehensive land use inventory and water demand assessment. The information gathered through this assessment would relate to the work conducted by the project consultant, and support current initiatives within the RDN Drinking Water and Watershed Protection Program. A press release will be published in the next few weeks announcing the plan project and opportunities for public engagement at the VIEx fair in August.

## RECOMMENDATION

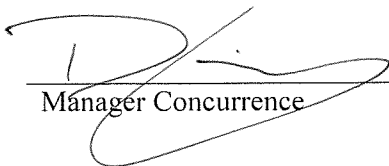
That the Board receive this report for information.



Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence



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**MEMORANDUM**

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

**DATE:** July 15, 2011

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

**FILE:**

**SUBJECT:** Strategic Community Investment Funds Grants

**PURPOSE:**

To seek Board approval for the allocation of Strategic Community Investment Funds received from the Province of BC.

**BACKGROUND:**

The Province of BC is extending its Strategic Community Investment Funds program for their 2011/12 through to 2013/14 fiscal years. This program replaced the previous small community, regional district and traffic fine sharing grants in place prior to 2009. For 2011/12, the Province has accelerated its payments by making an initial disbursement in March of \$73,353 and an additional payment of \$105,549 in June of this year. There will be two further installments in June of 2012 and 2013 but the amounts are currently unknown as the grant program is meant to result in a total amount received over three years based on population estimates.

Consistent with the 2009 approach, the Strategic Community Investment Funds program expects local governments to develop plans and report publicly on the use of these funds through our annual reporting process. During the 2009 and 2010 years, the RDN received a total of \$266,406 with \$229,906 received in 2009 and \$36,500 in 2010. These funds were allocated with Board approval between several areas as noted below:

Regional Growth Strategic Services	\$ 19,170
Energy and Sustainability	\$ 40,780
Regional Parks	\$ 59,960
Electoral Areas	\$ 73,250
General Administration	<u>\$ 73,246</u>
	<u>\$266,406</u>

For the 2011 fiscal year, as it was unknown whether the Strategic Community Investment Funds program would continue or how much funding would be received from the Province, only \$18,000 was included in the Electoral Areas budget as potential small communities grant funding. As we have now received an actual amount of \$178,902, staff are recommending that the funding be allocated largely to the Energy and Sustainability department for their programs and for specific sustainability initiatives.

It is proposed that \$50,000 of the funds be allocated to match the BC Hydro funding towards the Energy and Sustainability Manager position. The remaining \$128,902 is proposed to be allocated proportionally between Regional District initiatives and Electoral Area initiatives based on population. Using 2006 census numbers, \$94,700 would be allocated to a Regional Sustainability Initiative Reserve for regional projects and \$34,202 will be allocated for Electoral Area initiatives. For the electoral areas allocation, \$18,000 will go towards the current year as budgeted and the remaining \$16,202 will be allocated to Electoral Area Sustainability Initiatives reserve fund specific to electoral area projects.

The objectives of the Strategic Communities Investment Funds program are to support efforts to stimulate local economies and provide increased financial flexibility to small communities. Staff believe allocating this funding to the Energy and Sustainability program will provide support to the Regional District's goals to reduce carbon emissions in the local community which will be of benefit to all taxpayers in the region.

**ALTERNATIVES:**

1. Approve the allocation of Strategic Community Investment Funds as presented.
2. Provide alternate direction to staff.

**FINANCIAL IMPLICATIONS:**

Alternative 1

If the Board approves the allocation of funds as noted above, \$160,902 of the total \$178,902 received under the Strategic Communities Investment Fund agreement will be allocated to the Energy and Sustainability programs of the Regional District of Nanaimo. Of this total amount, \$110,902 will be specifically designated to Sustainability Initiatives reserve funds for both electoral areas and the region as a whole; \$18,000 will be allocated to the Electoral Areas service as budgeted for 2011.

**SUSTAINABILITY IMPLICATIONS:**

Provision of support to the Energy and Sustainability programs of the region will assist with promotion of the Board's strategic plan objectives with respect to community sustainability such as public education, research and sustainability incentive programs.

**SUMMARY/CONCLUSIONS:**

The Province of BC is extending its Strategic Community Investment Funds program for their 2011/12 through to 2013/14 fiscal years. For 2011/12, the Province has accelerated its payment program by providing a total of \$178,902 for the current year. There will be two further installments in June of 2012 and 2013 but the amounts are currently unknown as the grant program will result in a total amount received over three years based on population estimates. The objectives of the program are to strengthen efforts to support local economies and to provide additional financial flexibility to small communities.

Staff recommend that the bulk of the funding for 2011/12 be allocated towards the Energy and Sustainability service of the Regional District. Staff will bring additional reports to future Board meetings to further clarify how the sustainability initiatives reserve funds can best be applied.


**RECOMMENDATIONS:**

That the Province of BC's Strategic Community Investment Funds 2011/12 grant in the amount of \$178,902 be utilized by:

- Allocating \$50,000 to the Energy and Sustainability department to match BC Hydro funding for the Energy and Sustainability Manager position;
- Allocating \$94,700 to a Regional Sustainability Initiatives reserve; and
- Allocating \$34,202 to the Electoral Areas with \$16,202 being allocated to an Electoral Areas Sustainability Initiatives reserve fund and the remainder to the Electoral Area administrative services.



Report Writer



C.A.O. Concurrence



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**MEMORANDUM**

**TO:** Board of Directors **DATE:** July 21, 2011

**FROM:** Carol Mason **FILE:**  
Chief Administrative Officer

**SUBJECT: Regional Services Review - Phase III**

**PURPOSE**

To provide an update and seek direction from the Board on options to proceed with the next steps in the implementation of the Regional Service Review - Phase III.

**BACKGROUND**

At the April 27, 2010 Board meeting, correspondence was received from the Town of Qualicum Beach requesting that the Regional District Board undertake a regional services review. Specifically, the Town was interested in a service review that would consider the Qualicum Beach airport, economic development and recreation capital facilities as regional services. The Town also requested that member municipalities be invited to submit their items for consideration in a third service review. Following receipt of this correspondence, the Board endorsed the following motion:

*That staff prepare a report on the options and implications of undertaking a regional services review, including specifically, the request by the Town of Qualicum Beach to support regional funding for the Qualicum Beach Airport and to explore economic development and recreation capital facilities.*

Over the last year staff have met with the member municipalities to explore possible services that may have value in being reviewed at a regional level. In addition to the services identified by the Town of Qualicum Beach, the City of Nanaimo expressed an interest in considering economic development and the City of Parksville indicated its support in entering into these discussions. The District of Lantzville did not initially wish to participate; however, more recently the District has indicated an interest in participating in some discussions. The Electoral Area Directors requested that the Drinking Water Watershed Protection Program service be included in the service review, which at this time only includes the Electoral Areas as participants.

Concurrent with this process, RDN staff have also reviewed other regional district services to explore whether any of these services would benefit from being included within a third service review. At the November 24, 2009 Board meeting the following motion was approved by the Board:

*That staff be directed to review the allocation formula in the District 69 Swimming Pool Establishing Bylaw No. 899 with a focus on a formula that includes community usage and/or population.*

In the 2010 sports field and recreation usage survey, data was collected from the Ravensong Aquatic Centre and the Oceanside Place Arena to provide background information on usage of these regional facilities. This survey provided an opportunity for RDN staff to review usage within the context of an overall service review. The data collected provides a reasonable representation of usage by area. Currently, the arena and pool services are cost shared on the basis of assessment. All District 69 Electoral Areas, Parksville and Qualicum Beach participate in the arena function and all District 69 areas except Electoral Area E participate in the aquatic centre function.

### ***Regional Services Review Guiding Principles***

On May 24<sup>th</sup> a Board Seminar was held to review the Board Strategic Plan, highlight the Board achievements on sustainability, examine the strategic priorities of the ‘Regional Federation’ action area and discuss how these priorities fit within the overall context of a third regional service review. Specifically, the Regional Federation action area establishes as a priority the Board’s commitment to strengthen the working relationship between the federation partners and to increase the effectiveness of regional government through cooperation.

During the seminar an overview was provided of the “Guiding Principles” for undertaking a regional service review, which was originally endorsed by the Board in March 2001:

- That the outcomes to be achieved from working collectively are significantly more beneficial than continuing with the current status; and
- That if we choose to do nothing and we continue with the current status, it will result in greater conflict in the future

In addition, the Board commitments were presented which form the foundation of embarking upon a regional service review:

- Usage as a primary measure, where applicable
- Gather data and update usage figures on an agreed upon timeframe
- Phase in large increases over multiple years
- Undertake appropriate public consultation and review processes
- Address key services as a package

The Regional District has completed two service reviews since 2001 which have adhered to these guiding principles. As a general principle, regional services are defined as follows:

- those services which are provided by, or on behalf of, the Regional District of Nanaimo to Electoral Areas only but whose services may also provide a benefit to residents within municipalities;
- those services which are provided by, or on behalf of, the Regional District of Nanaimo to all or part of an Electoral Area and are also provided to one or more Municipalities;
- those services which are provided by, or on behalf of, a Member Municipality within their jurisdiction but whose services may also provide a benefit to residents outside of their jurisdiction.

With these guiding principles established and with input received from the municipalities and electoral areas, staff have developed a list of services that are either regionally delivered or provide a regional

benefit that are good candidates for a service review. The following services meet these criteria and have been ‘bundled’ together for consideration by the Board for this purpose:

- Economic Development (Southern Community)
- Economic Development (Northern Community)
- Drinking Water/Watershed Protection
- Oceanside Place
- Ravensong Aquatic Centre
- Qualicum Beach Airport\*
- Garbage & Recycling\*

**Southern Community Economic Development.** The City of Nanaimo is establishing a new economic development corporation that will operate at ‘arm’s length’ from the City. The City has funded economic development as its own function for many years, but is now departing from this governance model to establish an independent entity with a broad focus of promoting economic activity across the southern region.

As economic development activities typically operate without boundaries and have broader regional benefits, the City has requested that Electoral Areas A, B, and C consider participating in this newly restructured function. Regional Districts have general authority to establish economic development as a service with the consent of the Electoral Area Director. If the Board supports this participation, representation of the Regional District would be provided in an agreed upon format through the new corporation’s governance model.

**Northern Community Economic Development.** For many years the Board Strategic Plan and Regional Growth Strategy have identified economic development as a priority for the Regional District. In District 68 a well-established function already exists within the City of Nanaimo that provides this service. In District 69 a service does not exist, although the City of Parksville has periodically pursued economic development as a municipal service and has enquired about regional participation from time to time. In addition, requests occasionally have been received from organizations such as the North Island Film Commission and the Parksville Business Assistance Program for funding for their activities which support economic growth within the region.

If the Board is supportive of participating in a northern community economic development function, a service model could be established based on the D69 Community Justice Service, where a small annual requisition or parcel tax would raise a specified amount of money that could then be allocated by a Board Select Committee towards projects that meet specific economic development and promotion criteria.

**Drinking Water / Watershed Protection.** This function was established by referendum in 2008 with a specific purpose to implement activities that promote the protection of watersheds and safe drinking water within the Regional District. Currently, only the Electoral Areas participate fully in this function, although the City of Nanaimo, City of Parksville and Town of Qualicum Beach provide an annual contribution to the Regional District’s Team Watersmart program. The municipalities have been invited to consider participating fully in this service, as many of the activities also have a municipal benefit.

**Oceanside Place Arena.** As noted earlier in this report, a usage survey was undertaken in the summer of 2010 to determine usage of Oceanside Place and Ravensong Aquatic Centre. Results of the usage survey for Oceanside Place, after excluding ‘out of area’ users, is presented below:

Parksville	Qualicum Beach	Electoral Area E	Electoral Area F	Electoral Area G	Electoral Area H
35.1%	15.8%	13.6%	9.6%	23.3%	2.6%

Currently, the Oceanside Place function is funded on the basis of assessment by each area. While a portion of the facility costs are fixed regardless of usage and is appropriate to be funded by assessment, another portion of facility cost is variable and dependent upon patron usage, therefore, it is appropriate to apportion these costs on the basis of usage. A revised cost allocation formula that incorporates 50% usage and 50% assessment has been developed for consideration by the Board that would provide a more equitable approach to funding this facility.

**Ravensong Aquatic Centre.** The 2010 user survey of recreational aquatic facilities in both the southern and northern communities measured usage by municipal and electoral area residents at both the Nanaimo aquatic facilities and at the Ravensong Aquatic Centre. Results of the usage survey for the Ravensong Aquatic Centre are presented below:

Parksville	Qualicum Beach	Electoral Area E	Electoral Area F	Electoral Area G	Electoral Area H
26.7%	28.2%	5.4%	15.3%	16.7%	7.7%

This service is funded on the basis on assessment by each area with the exception of Electoral Area E which is not a participant in the Ravensong Aquatic Centre. The usage survey indicated that Electoral Area E residents represent 2.2% of the use of Nanaimo pools and 5.4% of the Ravensong Aquatic Centre. If the Board is supportive of amending the cost allocation formula for the aquatic centre under the same basis as Oceanside Place, it would be appropriate to consider the inclusion of Electoral Area E in the Ravensong service based on their usage of the facility.

**Qualicum Beach Airport\*.** The Town of Qualicum Beach had requested that the Board consider the Qualicum Beach Airport as part of a regional service review. Establishing permanent funding to cover operating costs would require the formation of a new regional service which would need elector assent. Following discussion with the Board and with municipal staff, this approach is not recommended. Alternatively, if the Board approves a new ‘northern community economic development’ function, the Town would be able to submit specific components of airport operations that promote economic activity to the Regional District Board for consideration of funding on an annual basis.

**Garbage & Recycling\*.** Over the years, the Regional District has provided garbage collection and recycling services to the City of Parksville residents as a regional service and provided a discount for administrative costs that the City incurs for its municipal billing. With the introduction of the organics collection and the expansion of regional collection services to the District of Lantzville and the Town of Qualicum Beach, RDN staff have reviewed the municipal discount to ensure that it is equitable between the partners. As a result of this review, it is recommended that the City of Parksville discount be adjusted to more accurately reflect the actual costs incurred by the municipality.



**ALTERNATIVES**

1. That staff be directed to prepare bylaws for introduction at the September Committee of the Whole Meeting for the following services:

- Economic Development (Southern Community)
- Economic Development (Northern Community)
- Drinking Water/Watershed Protection
- Oceanside Place Arena
- Ravensong Aquatic Centre

And, that a plebiscite question be prepared for consideration at the Committee of the Whole meeting asking the electors of Electoral Area E if they are in favour of the RDN implementing a regional service strategy that would involve:

- a) Nanaimo, Parksville and Qualicum Beach becoming participants in the Drinking Water/Watershed Protection service;
- b) Amending the cost allocation formula for the District 69 (Oceanside Place) ice arena to allocate 50% of the costs of the service to usage; and
- c) Electoral Area E becoming a participant in the District 69 (Ravensong Aquatic Centre) swimming pool service with cost allocations based on participating area usage.

2. That the Board provide alternate direction.

**FINANCIAL IMPLICATIONS**

If the Board supports alternative one and the bylaws are eventually adopted, the cost per jurisdiction will vary between participant in year one and level out in future years with a six year phase-in period. Table 1 below summarizes the net cost per participant in Year One, with a detailed financial overview for each regional service presented in the attached Appendix.

**Regional Service Strategy**  
**Table 1 - Year One Cost By Participant Jurisdiction**

Participant	Ravensong	Oceanside	DWWP <sup>1</sup>	EcDev68	EcDev69	Gar&Recyl QBAirport	Net to Participant <sup>2</sup>
Nanaimo			100,968				70,968
Lantzville							
Parksville	(51,533)	76,890	39,198			(43,000)	24,607
Qualicum	43,775	(32,388)	28,302			(15,000)	25,537
EA A			(25,088)	50,064			24,967
EA B			(30,024)	53,869			23,845
EA C			(11,512)	37,067			25,555
EA E	75,000	(34,711)	(27,352)		7,138		20,075
EA F	7,099	(18,173)	(25,592)		6,679		(29,987)

Participant	Ravensong	Oceanside	DWWP <sup>1</sup>	EcDev68	EcDev69	Gar&Recyl QBAirport	Net to Participant <sup>2</sup>
EA G	(19,782)	66,948	(28,952)		7,556		25,770
EA H	(54,539)	(58,567)	(19,696)		5,140		(127,662)

<sup>1</sup>Nanaimo begins at \$3 and increases to \$8 parcel tax over 6 years  
Parksville and Qualicum Beach begin at \$6 and increase to \$8 parcel tax over 3 years  
Electoral Areas reduce to \$10 in year 1 and decrease to \$8 parcel tax over 3 years

<sup>2</sup> Net to participant includes credit of current municipal DWWP contributions  
(Nanaimo \$30,000; Parksville \$10,567; Qualicum Beach \$9,000)

As shown in Table 2, in Year One the average impact to a D68 Electoral Area property valued at \$300,000 will be approximately \$4.75, while in D69 it will vary from no financial impact to approximately \$3.00. A home assessed at \$300,000 in Electoral Area H will see a cost savings of \$35.00 in Year One.

**Regional Service Strategy**  
**Table 2 - Year One Electoral Area Cost Per \$100,000**

Electoral Area	Cost per \$100,000	Parcel Tax Change
Electoral Area A	\$4.20	(\$7.85)
Electoral Area B	\$4.20	(\$7.85)
Electoral Area C	\$4.20	(\$7.85)
Electoral Area E	\$2.16	(\$5.77)
Electoral Area F	\$0.89	(\$5.77)
Electoral Area G	\$3.05	(\$5.77)
Electoral Area H	(\$10.88)	(\$5.77)

Table 3 presents the impacts of the six year phase-in for each jurisdiction, with implementation of the service changes completed by Year Six. With existing financial plan projections, by the end of the sixth year all jurisdictions will be participating equally in the ‘bundled’ regional services at the same contribution level.

**Regional Service Strategy**  
**Table 3 - Net Annual Financial Impact Over Six Year Phase-In**

Participant	Year Two	Year Three	Year Four	Year Five	Year Six
Nanaimo	33,656	33,656	33,656	33,656	33,656
Lantzville					
Parksville	(15,555)	(15,555)	(22,088)	(22,088)	(22,088)
Qualicum Beach	(2,784)	(2,784)	(7,501)	(7,501)	(7,501)
Electoral Area A	415	415	3,551	3,551	3,551
Electoral Area B	67	67	3,820	3,820	3,820
Electoral Area C	1,190	1,190	2,629	2,629	2,629

Participant	Year Two	Year Three	Year Four	Year Five	Year Six
Electoral Area E	33,009	33,009	36,428	36,428	36,428
Electoral Area F	(7,245)	(7,245)	(4,046)	(4,046)	(4,046)
Electoral Area G	(8,372)	(8,372)	(4,753)	(4,753)	(4,753)
Electoral Area H	(5,001)	(5,001)	(2,539)	(2,539)	(2,539)

## SUMMARY/CONCLUSIONS

At the April 27, 2010 Board meeting, correspondence was received from the Town of Qualicum Beach requesting that the Regional District Board undertake a regional services review. The Board directed staff to prepare a report on the options and implications of undertaking a Regional Services Review and municipal staff were consulted to determine what services they would like to see considered. Following discussions with both municipal and regional staff and with Board members, a list of services was developed for consideration as part of a service review package. The following services were identified as strong candidates for this review:

- Economic Development (Southern Community)
- Economic Development (Northern Community)
- Drinking Water/Watershed Protection
- Oceanside Place Arena
- Ravensong Aquatic Centre

Staff have developed a financial model that will enable the Regional District to participate economic development with the City of Nanaimo in a southern community function, and as a partnership with Parksville and Qualicum Beach in a northern community function. Economic development is a well-established regional service that exists in most regional districts across the province and is deemed a general service under the *Local Government Act* which can be approved by the Regional Board. Economic development has long been a priority of the RDN Board in its Strategic Plan and Regional Growth Strategy. The work that has been undertaken to date to develop the proposed governance models in District 68 and District 69 will facilitate the Board achieving many of its objectives pertaining to sustainable economic development.

The services of Oceanside Place Arena and Ravensong Aquatic Centre are proposed to be amended to change the cost sharing formula from 100% assessment to 50% assessment and 50% usage. Using this formula, Electoral Area E would begin participating in the Ravensong Aquatic Centre based on a formula that recognizes how much the community uses the facility. All other jurisdictions in the Regional District contribute to pool facilities except Electoral Area E. The proposed financial model will enable the Electoral Area to join the service gradually over time based on usage. To offset these costs, Electoral Area E will see financial savings through municipal participation in the Drinking Water/Watershed Protection service and through the implementation of a new user-based cost sharing formula for Oceanside Place Arena.

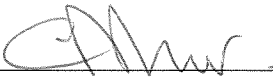
The financial model developed for Drinking Water/Watershed Protection service will enable the municipalities to phase-in participation in the Electoral Area function and participate fully in the regional implementation of the Action Plan. Participation of the municipalities in the function is dependent upon Electoral Area participation in Economic Development (Southern Community) and upon changes to the Ravensong Aquatic Centre function.

In order for the regional service review to be successful, it will require the agreement of all the participants represented on the Regional Board. In addition, it will require the electors of Electoral Area E to support participating in the Ravensong Aquatic Centre. A plebiscite question would be prepared in conjunction with the November 2011 local government elections to ask the electors of Electoral Area E whether they support the proposed changes. Bylaws would be required for the introduction of economic development, drinking water/watershed protection, and amendments to Ravensong aquatic centre and Oceanside place arena service establishment bylaws; however, these bylaws would not be considered for adoption until after the results of the Electoral Area E plebiscite question are obtained.

The service review guiding principles rely on the commitment of the Board to work collectively to achieve its goals. The past success of the RDN as a regional government has been largely attributable to the cooperation of the Board in delivering services such as Transit, Regional Parks, Recreation, and Solid Waste. These services could not be delivered as effectively or as efficiently without regional cooperation. The proposed changes continue this strategic direction set by the Board.

## **RECOMMENDATION**

1. That staff be directed to prepare bylaws for introduction at the September Committee of the Whole Meeting for the following services:
  - Economic Development (Southern Community)
  - Economic Development (Northern Community)
  - Watershed/Drinking Water Protection
  - Oceanside Place Arena
  - Ravensong Aquatic Centre
  
2. That a plebiscite question be prepared for consideration at the Committee of the Whole meeting asking the electors of Electoral Area E if they are in favour of the RDN implementing a regional service strategy that would involve:
  - a) Nanaimo, Parksville and Qualicum Beach becoming participants in the Drinking Water/Watershed Protection service;
  - b) Amending the cost allocation formula for the District 69 (Oceanside Place) ice arena to allocate 50% of the costs of the service to usage; and
  - c) Electoral Area E becoming a participant in the District 69 (Ravensong Aquatic Centre) swimming pool service with cost allocations based on participating area usage.

  
\_\_\_\_\_  
Chief Administrative Officer

## APPENDIX ONE

### REGIONAL SERVICE STRATEGY

<i>Year One Cost by Participating Jurisdiction</i>																
	Oceanside Place			Ravensong			Current			Revised			DWWP		D68/D69	
	Usage	Current	50-50	Usage	Current	50-50	Usage	Current	Revised	Current	Total	Net Impact	Change <sup>1</sup>	Net Impact	Ec Dev	Net Impact <sup>2</sup>
Nanaimo																
Lantzville																
Parksville	35.1%	\$ 400,458	\$ 76,890	26.7%	\$ 709,261	\$ (51,553)	657,708	\$ 1,109,719	\$ 1,135,056	\$ 25,337	\$ 28,631	\$ 53,968	\$ 13,639	\$ 24,607	\$ 9,848	\$ 25,537
Qualicum Beach	15.8%	\$ 314,620	\$ (32,388)	28.2%	\$ 557,231	\$ 43,775	\$ 601,006	\$ 871,851	\$ 883,238	\$ 11,387	\$ 19,302	\$ 30,689	\$ 50,064	\$ 24,976	\$ 53,869	\$ 23,845
Electoral Area A																
Electoral Area B																
Electoral Area C																
Electoral Area E	13.6%	\$ 284,203	\$ (34,711)	5.4%	\$ 75,000	\$ 75,000	\$ 75,000	\$ 284,203	\$ 324,492	\$ 40,289	\$ (27,352)	\$ 12,937	\$ 7,138	\$ 20,075	\$ 37,067	\$ 25,555
Electoral Area F	9.6%	\$ 188,379	\$ (18,173)	15.3%	\$ 333,642	\$ 7,099	\$ 340,741	\$ 522,021	\$ 510,947	\$ (11,074)	\$ (25,592)	\$ (36,666)	\$ 6,679	\$ (29,987)	\$ 7,556	\$ 25,770
Electoral Area G	23.3%	\$ 235,615	\$ 66,948	16.7%	\$ 417,303	\$ (19,782)	\$ 397,521	\$ 652,918	\$ 700,084	\$ 47,166	\$ (28,952)	\$ 18,214	\$ 7,556	\$ 25,770	\$ 5,140	\$ (127,662)
Electoral Area H	2.6%	\$ 158,711	\$ (58,567)	7.7%	\$ 281,098	\$ (54,539)	\$ 226,559	\$ 439,809	\$ 326,703	\$ (113,106)	\$ (19,696)	\$ (132,802)	\$ 5,140	\$ (127,662)	\$ 191,000	\$ 12,716
	100.0%	\$ 1,581,986	\$ (1)	100.0%	\$ 2,298,535	\$ -	\$ 2,298,535	\$ 3,880,521	\$ 3,880,520	\$ (1)	\$ 3,880,520	\$ (1)	\$ 191,000	\$ 12,716	\$ 191,000	\$ 12,716

#### Notes:

<sup>1</sup> DWWP is net of current municipal contributions (Nanaimo \$30,000; Parksville \$10,567; Qualicum Beach \$9,000)

Nanaimo begins at \$3 and increases to \$8 parcel tax over 6 years

Parksville and Qualicum Beach begin at \$6 and increase to \$8 parcel tax over 3 years

Electoral Areas reduce to \$10 in year 1 and decrease to \$8 parcel tax over 3 years

<sup>2</sup> Parksville net impact includes credit of \$43,000 for solid waste billing

Qualicum Beach net impact includes credit of \$15,000 from D69 Ec Dev towards Airport