

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, JUNE 11, 2013**

(immediately following the Nanaimo Regional Hospital District Board meeting)

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

- 5 **Dianne Eddy**, re OCP Application No. 2011-060 – Baynes Sound Investments – Electoral Area ‘H’.

MINUTES

- 6-13 Minutes of the Regular Committee of the Whole meeting held Tuesday, May 14, 2013.

BUSINESS ARISING FROM THE MINUTES

COMMUNICATIONS/CORRESPONDENCE

- 14-85 **Dianne Eddy**, re OCP Application No. 2011-060 – Baynes Sound Investments – Electoral Area ‘H’.
- 86-96 **Ian MacDonnell**, re OCP Application No. 2011-060 – Baynes Sound Investments – Electoral Area ‘H’.
- 97-99 **Greg Moore & Malcolm Brodie, Metro Vancouver**, re New Waste-to-Energy Capacity for Metro Vancouver – Potential Site Identification.
- 100-102 **Ted Olynyk, BC Hydro**, re BC Hydro Smart Meters.
- 103-105 **Steve Carr, Ministry of Energy, Mines, and Natural Gas**, re BC Hydro Smart Meters.

UNFINISHED BUSINESS

BYLAW ADOPTION

Bylaws No. 813.50, 869.09 and 889.64 – Inclusion of 691 Wembley Road into Sewer and Streetlighting Service Areas, Electoral Area 'G'.

- Introduced and read three times May 28, 2013.

- 106-108 *That "French Creek Sewerage Facilities Local Service Boundary Amendment Bylaw No. 813.50, 2013" be adopted.*
- 109-111 *That "Morningstar Streetlighting Local Service Area Boundary Amendment Bylaw No. 869.09, 2013" be adopted.*
- 112-115 *That "Regional District of Nanaimo Northern Community Sewer Local Service Boundary Amendment Bylaw No. 889.64, 2013" be adopted.*

CORPORATE SERVICES

- 116-117 Volunteer Mileage Reimbursement Policy.

FINANCIAL SERVICES

- 118-145 2012 Annual Financial Report (Audited Financial Statements), Board and Committee Member Expenses, Remuneration and Statement of Financial Information.
- 146-159 Correspondence from M.J. Gray re: Nanoose Bay Fire Protection Service.

STRATEGIC AND COMMUNITY DEVELOPMENT

LONG RANGE PLANNING

- 160-163 Intergovernmental Advisory Committee
- 164-172 City of Parksville Official Community Plan Regional Context Statement.

REGIONAL AND COMMUNITY UTILITIES

WASTEWATER SERVICES

- 173-186 License Agreement with the City of Nanaimo for Use of a Portion of RDN Land at the Greater Nanaimo Pollution Control Centre for the Neck Point Park Trail Network.

RECREATION AND PARKS

RECREATION SERVICES

187-213 District 69 Sport Field and Sport Court Booking Agreements.

PARKS SERVICES

214-227 Wildfire Response Agreement with the Ministry of Forests, Lands, and Natural Resource Operations.

TRANSPORTATION AND SOLID WASTE

SOLID WASTE SERVICES

228-230 Bear Smart Information Sessions 2013.

231-234 Amendment to the Regional Solid Waste Advisory Committee Terms of Reference.

COMMISSION, ADVISORY & SELECT COMMITTEE MINUTES AND RECOMMENDATIONS

Regional Solid Waste Advisory Committee

235-236 Minutes of the Regional Solid Waste Advisory Committee meeting held Thursday, May 16, 2013.

Grants-In-Aid Advisory Committee

237-239 Minutes of the Grants-In-Aid Advisory Committee meeting held Wednesday, May 22, 2013.

1. *That Grant-in-Aid funds for District 68 be awarded to the following applicants:*

Cedar 4-H Club	\$ 175.00
Friends of the Morden Mine Society	\$ 1,000.00
Gabriola Arts Council	\$ 1,000.00
Gabriola Athletic Movement Society	\$ 770.25
Jonanco Hobby Workshop Association	\$ 250.00

2. *That Grant-in-Aid funds for District 69 be awarded to the following applicants:*

Lighthouse Community Centre Society	\$ 3,060.00
Lighthouse Country Marine Rescue Society	\$ 2,100.00
Oceanside Community Arts Council	\$ 5,000.00
Oceanside Volunteer Association	\$ 1,225.00

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

BOARD INFORMATION

240

Leslie Baird, Mayor, Village of Cumberland, re Promoting Mason Bees.

IN CAMERA

That pursuant to Sections 90 (1) (i), (f), and (e) of the Community Charter the Board proceed to an In Camera meeting for discussions related to solicitor-client privilege, law enforcement, and land acquisitions.

ADJOURNMENT

O'Halloran, Matt

From: Dianne Eddy <d-eddy@shaw.ca>
Sent: Friday, May 24, 2013 3:27 PM
To: O'Halloran, Matt
Subject: June 11 COW and June 25 Board Agenda

Matt,

Please register my request for a delegation on June 11 COW and June 25 Board meetings. Would you please confirm my request?

At this point I will attend these meetings irrelevant of the completion of the staff consultation plan for the BSI application. I will be speaking on the BSI application.

Dianne Eddy
Mapleguard Ratepayers' Association
5058 Longview Dr.
Bowser
250-757-2036

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGULAR COMMITTEE MEETING OF THE WHOLE
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, MAY 14, 2013 AT 7:03 PM IN THE
RDN BOARD CHAMBERS

In Attendance:

Director J. Stanhope	Chairperson
Director D. Brennan	Deputy Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director J. Fell	Electoral Area F
Director B. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director G. Anderson	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director T. Greves	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director M. Lefebvre	City of Parksville
Director D. Willie	Town of Qualicum Beach

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
W. Idema	Director of Finance
T. Osborne	Gen. Mgr. Recreation & Parks
D. Trudeau	Gen. Mgr. Transportation & Solid Waste
R. Alexander	Gen. Mgr. Regional & Community Utilities
G. Garbutt	Gen. Mgr. Strategic & Community Development
T. Armet	Mgr. Building, Bylaw & Emergency Planning Services
J. Hill	Mgr. Administrative Services
N. Tonn	Recording Secretary

CALL TO ORDER

The Chairperson called the meeting to order.

DELEGATIONS

Judith Roux, Island Futures / Gabriola Community Bus Committee, re Proposed Funding of \$30,000 for Buses on Gabriola Island.

Judith Roux, Bob Andrews, Bob McKechnie, and Fay Weller, speaking on behalf of the Island Futures / Gabriola Community Bus Committee, provided an overview of the bus transportation proposal including a history of the research done over the past five years and the launching of their three year pilot study to test the feasibility of a public transit service on Gabriola Island. The Committee requested funding for Electoral Area 'B' under the Community Works Fund, for a capital expenditure to purchase two used buses, their retrofit and communication equipment.

Cory Vanderhorst, Meyers Norris Penney LLP, re 2012 Audited Financial Statements and Audit Findings Report.

Mr. Vanderhorst provided a verbal and visual overview of the 2012 Audited Financial Statements and Audit Findings Report.

COMMITTEE OF THE WHOLE MINUTES

MOVED Director Ruttan, SECONDED Director Bestwick, that the minutes of the Regular Committee of the Whole meeting held April 9, 2013, be adopted.

CARRIED

COMMUNICATION/CORRESPONDENCE

Debra Oakman, North Island 9-1-1 Corporation, re North Island 9-1-1 Corporation Articles – Amendment.

MOVED Director Veenhof, SECONDED Director Anderson, that the correspondence from the North Island 9-1-1 Corporation regarding amendments to the North Island 9-1-1 Articles be received.

CARRIED

James G. Smith, StopSmartMeters.ca Society, re Support for a Citizens' Initiative Petition for Democratic Process on the BC Hydro Smart Metering Program.

MOVED Director Veenhof, SECONDED Director Anderson, that the correspondence from the StopSmartMeters.ca Society regarding support for a Citizens' Initiative Petition for Democratic Process on the BC Hydro Smart Metering Program be received.

CARRIED

Len Walker, re OCP Application No. 2011-060 – Baynes Sound Investments – Electoral Area 'H'.

MOVED Director Veenhof, SECONDED Director Anderson, that the correspondence from Len Walker regarding Official Community Plan Application No. 2011-060 be received.

CARRIED

David G. Wallace, J.E. Anderson & Associates, re 1155 Leffler Road, Electoral Area 'F' – Building Bylaw Contravention.

MOVED Director Veenhof, SECONDED Director Anderson, that the correspondence from J.E. Anderson & Associates regarding a request to speak on behalf of the owners at 1155 Leffler Road, Electoral Area 'F' be received.

CARRIED

UNFINISHED BUSINESS

BYLAW ADOPTION

Bylaw No. 975.58 – Pump & Haul Bylaw Amendment to Include Lot 18, District Lot 78, Nanoose District, Plan 19688 (Electoral Area 'E').

MOVED Director Brennan, SECONDED Director Holme, that "Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.58, 2013" be adopted.

CARRIED

FINANCIAL SERVICES

2012 Financial Statements and Audit Findings Report.

MOVED Director Veenhof, SECONDED Director Willie, that the Audit Findings Report and the financial statements of the Regional District of Nanaimo for the year ended December 31, 2012 be received.

CARRIED

MOVED Director Veenhof, SECONDED Director Willie, that the consolidated financial statements of the Regional District of Nanaimo for the year ended December 31, 2012 be approved as presented.

CARRIED

Operating Results for the Period Ending March 31, 2013.

MOVED Director Holme, SECONDED Director McPherson, that the summary report of financial results from operations to March 31, 2013 be received for information.

CARRIED

Recommendations for 2013 Applications to the Regionally Significant Projects Program (Gas Tax Revenue Transfer Programs).

MOVED Director Houle, SECONDED Director Veenhof, that the Board support the projects as outlined in the staff report for the allocation of the \$7,451,489 identified by the Union of BC Municipalities for Regionally Significant Project funding.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that staff be directed to forward the list of projects to the Union for BC Municipalities for funding under the Regionally Significant Project Funding Program.

CARRIED

Recommendations for the 2013 Use of Community Works Program Funds.

MOVED Director Houle, SECONDED Director Lefebvre, that the 2013 Community Works Funds program attached as Schedules A and B to the staff report be approved and that staff be authorized to commence work immediately.

CARRIED

MOVED Director Houle, SECONDED Director Lefebvre, that staff be directed to complete an agreement with the North Cedar Improvement District to transfer Community Works funding allocated to Electoral Area 'A' for their Water Supply and Storage Infrastructure Study.

CARRIED

MOVED Director Houle, SECONDED Director Lefebvre, that staff be directed to complete an agreement with the Island Futures Society to transfer Community Works funding allocated to Electoral Area 'B' for their purchase of buses to be used in the Gabriola Island Community Bus system.

CARRIED

MOVED Director Houle, SECONDED Director Lefebvre, that the report on the use of Community Works Funds in 2012 be received for information.

CARRIED

Strategic Community Investment Funds Agreement.

MOVED Director Holme, SECONDED Director Bestwick, that the staff report be received as the final public statement of the use of \$184,075 of Strategic Investment funds for 2012.

CARRIED

Gabriola Island Recreation Service Reserve Fund Establishment Amending Bylaw 1671.01.

MOVED Director Houle, SECONDED Director Veenhof, that "Gabriola Island Recreation Service Reserve Fund Establishment Amendment Bylaw No. 1671.01, 2013" be introduced and read three times.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that "Gabriola Island Recreation Service Reserve Fund Establishment Amendment Bylaw No. 1671.01, 2013" be adopted.

CARRIED

STRATEGIC AND COMMUNITY DEVELOPMENT

LONG RANGE PLANNING

Industrial Land Supply and Demand Study.

MOVED Director Veenhof, SECONDED Director Lefebvre, that the report titled "Industrial Land Supply and Demand Study" be received.

CARRIED

MOVED Director Veenhof, SECONDED Director Lefebvre, that copies of the study be forwarded to the member municipalities and economic development organizations.

CARRIED

BUILDING, BYLAW AND EMERGENCY SERVICES

872 Reid Road, Electoral Area 'G' – Unsightly Premises.

MOVED Director Holme, SECONDED Director Ruttan, that the Board direct the owner of the property at 872 Reid Road, to remove from the premises those items as set out in the Resolution attached to the staff report within thirty (30) days, or the work will be undertaken by the Regional District of Nanaimo's agents at the owner's cost.

CARRIED

1802 Stalker Road, Electoral Area 'B' – Unsanitary Premises.

John Bishop, owner of the property at 1802 Stalker Road, noted the difficulties in removing the items from his property and requested that the Board extend the deadline to ninety (90) days to enable him to satisfy the requirements.

MOVED Director Houle, SECONDED Director Veenhof, that the Board direct the owner of the property at 1802 Stalker Road, to remove from the premises those items as set out in the Resolution attached to the staff report within ninety(90) days, or the work will be undertaken by the Regional District of Nanaimo's agents at the owner's cost.

CARRIED

1155 Leffler Road, Electoral Area 'F' – Building Bylaw Contravention.

Mr. Dave Wallace, J.E. Anderson & Associates, spoke on behalf of the property owners and provided a chronological order of events regarding the building bylaw contravention and the owners' proposed plan to rectify the non-compliance issues.

MOVED Director Fell, SECONDED Director Holme, that staff be directed to take no further legal action against the property at 1155 Leffler Road until such time as the matter of exclusion of the property from the Agricultural Land Reserve has been concluded with the Agricultural Land Commission.

DEFEATED

MOVED Director Ruttan, SECONDED Director Brennan, that staff be directed to register a Notice of Bylaw Contravention on the title of the subject property legally described as Lot 1, District Lot 139, Plan 18583, Nanoose District (1155 Leffler Road), pursuant to Section 57 of the *Community Charter*.

CARRIED

REGIONAL AND COMMUNITY UTILITIES

WASTEWATER SERVICES

Nanaimo Community Gardens Society Agreement – Greater Nanaimo Pollution Control Centre Greenhouses.

It was noted that within the staff report, the words "Bowen Park" should be replaced with the words "Beban Park".

MOVED Director Johnstone, SECONDED Director McPherson, that the Regional District of Nanaimo enter into a one year agreement from September 1, 2013 to August 31, 2014 with the Nanaimo Community Gardens Society for the use of the greenhouses at Greater Nanaimo Pollution Control Centre.

CARRIED

Bylaw 975.59 – Pump and Haul Bylaw Amendment – 610 Gallagher Way, Gabriola Island, Electoral Area 'B'.

MOVED Director Houle, SECONDED Director Veenhof, that the boundaries of the Regional District of Nanaimo Pump and Haul Local Service Area Bylaw No. 975 be amended to include Lot 61, Section 18, Plan 21586, Gabriola Island, Nanaimo District (Electoral Area 'B').

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that "Regional District of Nanaimo Pump & Haul Local Service Area Amendment Bylaw No. 975.59, 2013" be introduced and read three times.

CARRIED

UTILITIES

Bylaws No. 813.50, 869.09 and 889.64 – Inclusion of 691 Wembley Road into Sewer and Streetlighting Service Areas, Electoral Area ‘G’.

MOVED Director Holme, SECONDED Director Lefebvre, that “French Creek Sewerage Facilities Local Service Boundary Amendment Bylaw No. 813.50, 2013” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Lefebvre, that “Morningstar Streetlighting Local Service Area Boundary Amendment Bylaw No. 869.09, 2013” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Lefebvre, that “Regional District of Nanaimo Northern Community Sewer Local Service Boundary Amendment Bylaw No. 889.64, 2013” be introduced and read three times.

CARRIED

RECREATION AND PARKS

RECREATION SERVICES

Cedar Heritage Centre Lease and Site Licence Agreement (2013-15) / Cedar School and Community Enhancement Society.

MOVED Director McPherson, SECONDED Director Fell, that the proposed Lease and Site Licence agreement (Appendix ‘A’) between the Regional District of Nanaimo and the Cedar Community School and Enhancement Society for the operation and use of the Cedar Heritage Centre for a two (2) year, seven (7) month Term from June 1, 2013 – December 31, 2015 be approved.

CARRIED

COMMISSION, ADVISORY & SELECT COMMITTEE MINUTES AND RECOMMENDATIONS

Transit Select Committee.

MOVED Director Brennan, SECONDED Director McPherson, that the minutes of the Transit Select Committee meeting held Thursday, April 18, 2013 be received for information.

CARRIED

Director Veenhof requested that the Transit Select Committee meeting minutes be amended as follows:

NEW BUSINESS

RDN Future Plan

Director Veenhof asked that the RDN look into the service that the Comox Valley Regional District provides to Fanny Bay and extending it to Electoral Area ‘H’. D. Pearce noted that it would be addressed in the RDN Future Plan.

Cruise Ship Shuttle Service – 2013.

MOVED Director Brennan, SECONDED Director Willie, that the application made by the Nanaimo Port Authority for the Regional District of Nanaimo to provide bus service for cruise ships arriving in Nanaimo on May 11, 2013, May 12, 2013 and September 15, 2013, at the cost of the Nanaimo Port Authority, be approved.

CARRIED

Annual Operating Agreement Amendment #1 Between Regional District of Nanaimo and BC Transit for 2012-2013.

MOVED Director Brennan, SECONDED Director McPherson, that the 2012/2013 Conventional and Custom Annual Operating Agreement (AOA) Amendment #1 with BC Transit be approved.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

North Island 9-1-1 Corporation Articles – Amendment.

MOVED Director Brennan, SECONDED Director Ruttan, that the Regional District of Nanaimo authorizes the execution of the special resolution (appendix 'A') to make select alterations to the Articles of North Island 9-1-1 Corporation, as recommended by Singleton Urquhart LLO; and further that a waiver of notice (appendix 'B') be executed.

CARRIED

Notice of Motion – Use of Actuary.

Director Willie noted that the following motion will be brought forward to the May 28, 2013 Board Agenda:

That staff be directed to prepare a report that examines the cost effectiveness of utilizing the services of an Actuary to more accurately project the unfunded liabilities related to employee benefits for the Regional District of Nanaimo.

StopSmartMeters.ca Society, re Support for a Citizens' Initiative Petition for Democratic Process on the BC Hydro Smart Metering Program.

MOVED Director Fell, SECONDED Director Young, that Director Fell follow up with StopSmartMeters.ca Society regarding the matter of smart meters and produce, if appropriate, a motion for the Board's consideration.

CARRIED

NEW BUSINESS

Notice of Motion – Community Library Branch within Electoral Area 'A'.

Director McPherson noted that the following motion will be brought forward to the May 28, 2013 Board Agenda:

That staff be directed to contact Vancouver Island Regional Library and to enter into discussions on requirements to establish a new community library branch within Electoral Area 'A', and more specifically, within the Cedar Rural Village Centre.

BOARD INFORMATION

Mary Sjostrom, Union of BC Municipalities, re 2013 UBCM Provincial Election Platform.

MOVED Director Holme, SECONDED Director Brennan, that the correspondence from the Union of BC Municipalities regarding UBCM's 2013 Provincial Election Platform be received.

CARRIED

IN CAMERA

MOVED Director Holme, SECONDED Director Brennan, that pursuant to Section 90 (1) (e), (f), (i), and (j) of the *Community Charter* the Board proceed to an In Camera meeting for discussions related to land acquisition, law enforcement, solicitor-client privilege and third-party interests.

CARRIED

TIME: 8:48 PM

CHAIRPERSON

CORPORATE OFFICER

Attn: Matt O'Halloran
Legislative Coordinator
Regional District of Nanaimo
Fax: 1-250-390-4163

The following petitions are requested to be received as correspondence for distribution to the Regular Board on ~~April 23~~ ^{MAY 18} 2013. The name and address of each individual is on each petition.

Dianne Eddy
Mapleguard Ratepayers' Association

185

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of representatives at the door or at the Mapleguard table or drop off at 5058 Longview Dr. (mallbox beside the front door) We need them by Sunday, April 21.

1. Carolyn Walton live at 5140 Pearl Rd
(Print name) (Print address) Watton Bowser 136
VOR 100

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
- I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.
- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Carolyn Walton
Additional comments are welcome.

186

On April 16 the RDN Sustainability Select Committee (SSC) will vote on this application. The application will then go to the Regular Board meeting on April 23. This appears to be fast tracking the BSI proposal. There have been no public meetings regarding this proposal.

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of representatives at the door or at the Mapleguard table or drop off at 5058 Longview Dr. (mailbox beside the front door)

I, Ross Walton, live at 5140 Pearl Rd. Bowser B36 VOR 160
(Print name) (Print address)

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.

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Signature: Ross Walton
Additional comments are welcome.

Septic systems are somewhat superior to dumping effluent into a stream

187

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of representatives at the door or at the Mapleguard table or drop off at 5058 Longview Dr. (mailbox beside the front door) We need them by Sunday, April 21.

I, ALIDA AUTONELLI live at 78 JAMIESON, BOWSER.
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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Signature: Alida Autonelli
Additional comments are welcome.

158

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please drop off at 5058 Longview Dr. (mailbox beside the front door)

We need them by Sunday, April 21.

I, Ron Diewert, live at 5036 Longview DR
(Print name) (Print address)

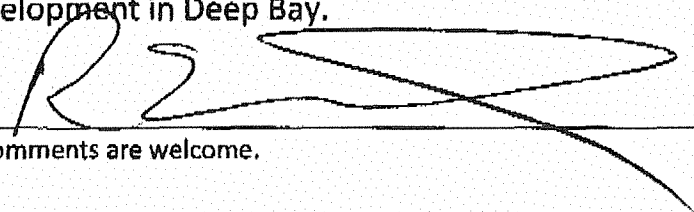
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Signature: _____

Additional comments are welcome.



On April 16 the RDN Sustainability Select Committee (SSC) will vote on this application. The application will then go to the Regular Board meeting on April 23. This appears to be fast tracking the BSI proposal. There have been no public meetings regarding this proposal.

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of representatives at the door or at the Mapleguard table or drop off at 5058 Longview Dr. (mailbox beside the front door)

1. Robert Leggett, live at 4993 W. THOMPSON Clarke Dr.
 (Print name) (Print address)
BOWSER B.C. V0R1G0

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.

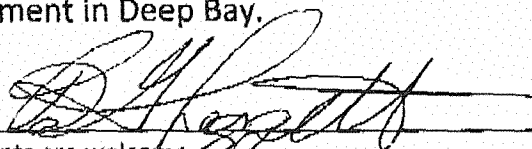
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I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: 
 Additional comments are welcome.

On April 16 the RDN Sustainability Select Committee (SSC) will vote on this application. The application will then go to the Regular Board meeting on April 23. This appears to be fast tracking the BSI proposal. There have been no public meetings regarding this proposal.

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of representatives at the door or at the Mapleguard table or drop off at 5058 Longview Dr. (mailbox beside the front door)

I, Sharon Highcock, live at #17-5300 Gainsberg Rd.
(Print name) (Print address) Bowser, B.C.

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
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- I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Sharon A. Highcock
Additional comments are welcome.

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I, Larry R Highland Ave at 12-5300 Gainsberg Road
(Print name) (Print address)

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- I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: L. R. Highland
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, Ella-May Smith, live at 116 Bald Eagle Cres
(Print name) (Print address)

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- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Ella-May Smith
Additional comments are welcome.

Why change what has worked for years - if you want

City living - move take up residence in Urban centers.
So tired of people coming here and trying to change what I grew up with - I love our little community & don't want to change the dynamics of it!!!

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, CANDACE COOPER live at 4681 THOMPSON CLARKE DR E
(Print name) (Print address) BOWSER, BC

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.

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Signature: [Handwritten Signature]
Additional comments are welcome.

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I, BALDREY, live at 5001 THOMPSON CLARK
(Print name) (Print address)

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Signature: _____

Additional comments are welcome.

Mapleguard Ratepayers' Association

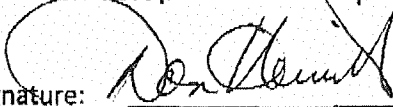
We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, DON HEWITT, live at 1336 RUFFELS RD. (ERRINGTON)
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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Signature: 
Additional comments are welcome.

Mapleguard Ratepayers' Association

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, JOHN DEBOER live at 6902 Island Hwy N, BOWSER
(Print name) (Print address)



I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).



I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.



I would not support the costly development of a community wastewater treatment system.



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Signature: [Handwritten Signature]

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I, Wayne Osborne, live at 1075 Spider Lake Rd.
(Print name) (Print address)

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

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Signature: Wayne Osborne
Additional comments are welcome.

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I, DAVE VATON, live at 254 SABINA Rd
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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Signature: [Handwritten Signature]
Additional comments are welcome.

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I, Donna deBoer, live at 6902 Gal. Hwy Bowser
(Print name) (Print address)

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Signature: Donna deBoer
Additional comments are welcome.

We want your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of representatives at the door or at the Mapleguard table or drop off at 5058 Longview Dr. (mailbox beside the front door)

I, Betty Coffin live at 5477 Deep Bay Drive
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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Signature: Betty Coffin
Additional comments are welcome.

On April 16 the RDN Sustainability Select Committee (SSC) will vote on this application. The application will then go to the Regular Board meeting on April 23. This appears to be fast tracking the BSI proposal. There have been no public meetings regarding this proposal.

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I, BARRAND, John, live at 5429 Deep Bay Dr
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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DO NOT SUPPORT

- I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: *John Barrand*
Additional comments are welcome.

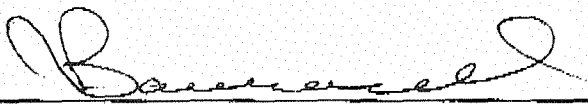
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I, BARRAD, Selie, live at 5429 In. In Deep Bay Dr.
(Print name) (Print address)

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I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: 
Additional comments are welcome.

12/5/0

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, GERRY BRITTON, live at 6596 ISL Hwy W. BOWSER
(Print name) (Print address)

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Signature: Gerry Britton
Additional comments are welcome.

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I, DOUG DOWNBURY, live at 4631 PALM PACIFIC RD
(Print name) (Print address)

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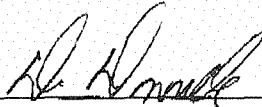
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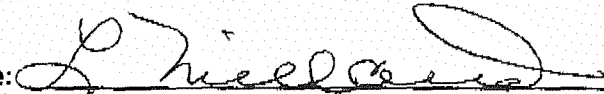
I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: 
Additional comments are welcome.)

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I, L.B. Millard, live at 5470 Deep Bay Drive.
(Print name) (Print address)

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Signature: 
Additional comments are welcome.

Mapleguard Ratepayers' Association

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I, Roy Coffin, live at 5477 DEEP BAY DRIVE
(Print name) (Print address)

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No I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: [Handwritten Signature]
Additional comments are welcome.

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I, Diane Sampson, live at 5224 Gainsberg Rd.
(Print name) (Print address)

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Signature: Diane Sampson
Additional comments are welcome.

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I, Jayne VanDinjan live at 375 Baylis Rd.
(Print name) (Print address)

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Signature: Jayne Van Dinjan
Additional comments are welcome.

201

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, Mike Gravel, live at 6901 WIS Hwy
(Print name) (Print address)

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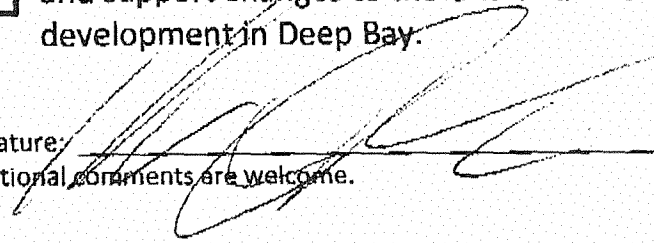
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Signature: 
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Mapleguard Ratepayers' Association

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6901 Island Hwy, Bowser

I, Mindy Paton, live at Bowser Bills
(Print name) (Print address)

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Signature: Mindy Paton
Additional comments are welcome.

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I, VAL MOORE, live at 4526 Thompson Clark Bowser
(Print name) (Print address)

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Signature: Val Moore
Additional comments are welcome.

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I, Ninon St-Denis, live at 1870 Wallace Wood way
(Print name) (Print address) Quilicum Bay /

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Signature: Ninon St-Denis
Additional comments are welcome.

May 12 / 2013

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I, D. MOSELEY, live at 4526 THOMPSON CLARK DR. E.
(Print name) (Print address)

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Signature: *D. Moseley*
Additional comments are welcome.

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I, HAZEL BRACKEN^{BURY}, live at 4671 ISLAND HWY W. Q.B
(Print name) (Print address)

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Signature: H Brackenbury
Additional comments are welcome.

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I, ALAN BORKE, live at 510 GROVE HILL ROAD
 (Print name) (Print address)

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Signature: Alan J. Borke
 Additional comments are welcome.

Mapleguard Ratepayers' Association

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I, BILL MCLEAN, live at 435 REMBAR ROAD
(Print name) (Print address)

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Signature: *Bill McLean*
Additional comments are welcome.

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I, NANCY KARAIM live at 435 REMBAR RD.
(Print name) (Print address)

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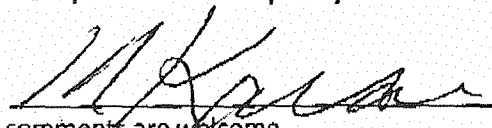
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Signature: 
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, PAUL BOUSKA, live at 4671 W. ISLAND Highway
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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Signature: Paul Bouska
Additional comments are welcome.

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I, Sheila Steele, live at 3310 Welch Rd Q. Bay
(Print name) (Print address)

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Signature: Sheila Steele
Additional comments are welcome.

Mapleguard Ratepayers' Association

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, JOAN DEMMINGS live at 5945 Island Hwy West
(Print name) (Print address)

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Signature: Joan Demming
Additional comments are welcome.

Mapleguard Ratepayers' Association

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I, Brenda Wilson, live at 6266 Island Hwy, Qualicum Bay
(Print name) (Print address)

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Signature: B. Wilson

Additional comments are welcome.

It long past time that the RDN starts listening to the residents !!!
Mapleguard Ratepayers' Association

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I, NEALE WORTLEY, live at 2923 LEON ROAD Q. BEACH.
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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Signature: Neale Wortley
Additional comments are welcome.

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I, KRISTINA RECAEMA live at 5882 W. Island Hwy
 (Print name) (Print address)
Quincy 19K207

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

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Signature: [Handwritten Signature]

Additional comments are welcome.

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I, Alicia Patient, live at #5-6350-W Isl Hy Qualicum BAY
(Print name) (Print address)

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Signature: Alicia Patient
Additional comments are welcome.

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I, NOELLE PATENT live at 5-6350 W ISLAND HY
(Print name) (Print address) QUALICOM BAY

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

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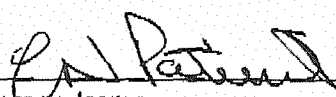
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I, Ieva Jessens, live at 510 Gravelhill Rd.
(Print name) (Print address)

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Signature: Ieva Jessens
Additional comments are welcome.

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I, SHEENA MCGRATH live at 5320 ISLAND HWY, VAK1Z2
(Print name) (Print address)

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Signature: [Handwritten Signature]
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Donna Sims, live at 1227 Ganske Rd., Qualicum Beach
(Print name) (Print address) V9K 2G4

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Signature: Donna Sims
Additional comments are welcome.


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I, LESUE VAREY, live at H509 CROSLY RD. BOWSER
(Print name) (Print address)

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Signature: 
Additional comments are welcome. L. VAREY

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I, SANDRA WIKEEM, live at 4718 MAPLE GUARD DR. BOWSER
(Print name) (Print address)

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Signature: Sandra Wikem
Additional comments are welcome.

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I, Brian Wilkeem, live at 4718 Maple Grand Drive
(Print name) (Print address)

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Signature: B. Wilkeem
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I, CATHY SHIDLER, live at 5323 GAINSBURG ROAD
 (Print name) (Print address)

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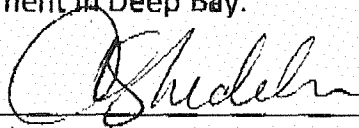
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Signature: 

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I, NORM SHUELER, live at 5323 GAWLS BAY ROAD
(Print name) (Print address)

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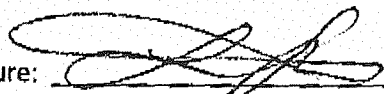
We need them by Sunday, April 21.

I, LEE NIELSEN, live at 5026 SEAVIEW DR. BOWSER B.C.
(Print name) (Print address)

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~~We need them by Sunday, April 21.~~

I, Ann Nielsen, live at 5026 Seaview Dr Bowser
(Print name) (Print address)

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Signature: 
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I, BARBARA BRADY, live at 75 ISLEWOOD DR. BOWSER
(Print name) (Print address)

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Signature: B. Brady
Additional comments are welcome

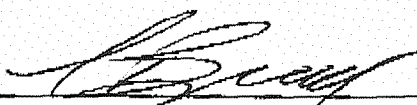
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I, LLOYD BRADY, live at 75 ISLEWOOD DR. BOWSER
(Print name) (Print address)

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Signature: 
Additional comments are welcome.

238

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I, Christopher Gordon, live at 4735 FAYE RD BOWSER.
(Print name) (Print address)

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Signature: Christopher Gordon
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239

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I, CATHERINE Clough live at 4735 FAYE RD BOWSER.
(Print name) (Print address)

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Signature: Catherine Clough
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I, Sally Hope, live at 4565 Mapleguard Drive
(Print name) (Print address) Bowser VOR 190

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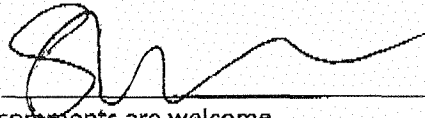
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I, Lindsay Collins, live at 4565 Maple Guard Drive
(Print name) (Print address) Bowser

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Signature: *Lindsay Collins*
Additional comments are welcome.

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I, JOAN HUMPHREY, live at 4765 BLUE HERON DR.
(Print name) (Print address) BOWSER.

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Signature: Joan E. Humphrey
Additional comments are welcome.

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I, ED HUMPHREY, live at 4765 BLUE HERON DR.
 (Print name) (Print address) BOWSER B.C.

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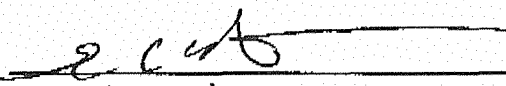
I would not support the costly development of a community wastewater treatment system.

I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.

I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: 
 Additional comments are welcome.

Mapleguard Ratepayers' Association

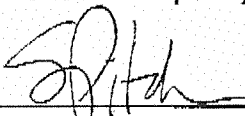
We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, Susan Pitcher, live at 4631 Thompson Clarke Dr. E, Bowser, BC
(Print name) (Print address) VOR 1 GO

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
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Signature: 
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, Theron Pitcher, live at 4631 Thompson Clarke Dr E, Bowser
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
- I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.
- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

- I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Theron Pitcher
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, LINDA ANN BUCHANAN, live at 4682 MAPLEGUARD DRIVE, BOWSER, B.C.
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
- I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.
- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: L.A. Buchanan
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, E. ZUBERBIER, live at 4682 MAPLE GUARD, BOWSER, B.C.
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
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The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: *E. Zuberbi*
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, E. UEBERHOLZ, live at 131 MELVIN CRESC. DEEP BAY
(Print name) (Print address)

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.

I would not support the costly development of a community wastewater treatment system.

I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.

I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Egon Ueberholz
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

DEEP BAY

I, M. UEBERHOLZ, live at 131 MELVIN CRESC. (KOPING)
 (Print name) (Print address)

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.

I would not support the costly development of a community wastewater treatment system.

I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.

I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Magdalena Ueberholz
 Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, Blair Watson, live at 4630 Thompson Clarke Dr. E.
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
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Signature: Blair Watson
Additional comments are welcome.

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I, PAULA LEMIEUX, live at 4566 MAPLE GUARD ISL. BOWSER
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
- I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.
- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

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Signature: Paula Lemieux
Additional comments are welcome.

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I, JEAN-YVES BELANGER, live at 4566 MAPLE GUARD, BOWSER
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
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- I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.
- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

- I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Jean-Yves Belanger
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, TIM HAHES, live at 139 BALD EAGLE CR. BOWSER.
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
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- I am in favour of restricting Deep Bay to rural residential development as it conforms to the form and character of this area.
- I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

- I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Tim Hahes
Additional comments are welcome.

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, SHEILA O'CONNOR live at 4985 Shoreline Drive
(Print name) (Print address)

- I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).
- I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.
- I would not support the costly development of a community wastewater treatment system.
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The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: Sheila O'Connor
Additional comments are welcome.

Am VERY CONCERNED ABOUT THE DEMAND THE DEVELOPMENT WOULD HAVE ON OUR COMMUNITY WELL WATER, WHICH MIGHT BE IN SHORT SUPPLY IF WE HAVE TOO MANY HOUSES AND ²⁰¹⁴ A RRV CALL

Mapleguard Ratepayers' Association

We need your opinion. Please complete the following questionnaire and help your community prevent intensive urban development of rural residential lands. Please return it to one of Mapleguard representatives or drop off at 5058 Longview Dr. (mailbox beside the front door).

I, PATRICK O'CONNOR live at 4985 Shoreline Drive
(Print name) (Print address)

I am opposed to the intensive urban development of rural residential lands as proposed by the RDN RGS and OCP Amendment Application PL2011-060 for Baynes Sound Investments (BSI).

I am opposed to Deep Bay being a Rural Village Centre or within a Growth Containment Boundary that would allow intensive residential development.


I would not support the costly development of a community wastewater treatment system.

I am in favour of restricting Deep Bay to rural-residential development as it conforms to the form and character of this area.

I support Bowser as our only Rural Village Centre serving the residential Deep Bay area

The following statement would support the Baynes Sound Investments 678 unit development in Deep Bay.

I support the BSI development with Deep Bay defined as a Rural Village Centre and support changes to the OCP and RGS to support intensive urban development in Deep Bay.

Signature: 

Additional comments are welcome.

AM CONCERNED ABOUT PROPOSAL TO
DEAL WITH SEWAGE ON FIELD - NOT
INTO SEPTIC TANKS LIKE WE
NOW MUST USE.

The Evolving BSI Development in Deep Bay

Ian MacDonell

5021 Seaview Drive

Bowser BC V0R 1G0

Mix of e-mails and letters and observations (confirmation of e-mails and letters attached as second document for verification)

June 22 2012

Firstly; in the case of Area H, the RVC Study is reviewing the existing centers of Bowser, Qualicum Bay and Dunsmuir. It is also studying the potential of making part of Deep Bay a Rural Village Centre. Relevant and well mixed into the discussion is that Baynes Sound Investments will likely proceed with an application to develop in Deep Bay should the RDN Board decide to approve changes to the RGS and Area H OCP.

The RVC is a study that in itself **will not** result in changes to any bylaws. However, the intent of the study is to guide the Board on decisions regarding the existing village centers and potentially the establishment of new centers.

BSI submitted a formal application for an amendment to the OCP and RGS in April 2011. The application then went before the Board in September 2011 at which time the Board decided to hold the application in abeyance until after the RVC Study was complete

November 26, 2012

If the study recommends changes, then the RDN will open the OCP for review.

If the OCP is changed to permit denser housing in Deep Bay, then BSI will likely make an application for their development.

March 9 2013

Rural Village Centre Study

During my time as an RDN Director for Electoral Area H, it was my understanding that the Rural Village Centre Study's underlying purpose was to determine which RDN designated Village Centers has the potential to develop to evolve into complete, compact, mixed-use centers that allow people to live, work, play and learn within a walk able environment. In other words to Evolve towards self-determination, eventually in the form of incorporation and thereby protect The rural lands outside the Village Centre from urban sprawl
Dave Bartram

March 12 2013

At the March 12 Committee of the whole meeting Director Fell amended the staff recommended motion from "Rural Village Centre Study be received" to Rural Village Centre Study be received for information and referred to an EA Director's Seminar for further discussion by the EA Directors". This motion passed.

April 3 2013

As it relates to the Dialogue report, its relevance to BSI is overrated, and regrettably has always been so.
Deep Bay as an RVC was about setting the conditions where Deep Bay could take ownership of its own processes and eventually incorporate as a municipality.

April 9 2013

MOVED Director Veenhof, SECONDED Director Stanhope, that the Electoral Area Planning Committee support a review of the application of the Baynes Sound Investments for a new Rural Village Centre at Deep Bay and that the application proceed through the process to amend the Electoral Area 'H' Official Community Plan and the Regional Growth Strategy.

CARRIED

April 16 2013

Sustainability Select committee makes recommendation to the Board to support a review of the application of the Baynes Sound Investments for a new Rural Village Centre at Deep Bay and that the application proceed through the process to amend the Electoral Area 'H' Official Community Plan and the Regional Growth Strategy.

April 22 2013

Directors Seminar regarding the Rural Village Centre Study took place.

April 23 2013

MOVED Director Veenhof, SECONDED Director Young, that the Board supports a review of the application of the Baynes Sound Investments for a new Rural Village Centre at Deep Bay and that the application proceed through the process to amend the Electoral Area 'H' Official Community Plan and the Regional Growth Strategy.

MOVED Director Veenhof, SECONDED Director Young, that staff develop a consultation plan as it relates to Baynes Sound Investments Application No. PL2011-060.

Comments and observations

Director Veenhof

June 22 2012 BSI will likely proceed with an application if the RDN approve changes to OCP and RGS
Board decided to hold application in abeyance until RVC study was complete

Ian MacDonell

Is study complete? Has it been received now, turned down, no comments since referred to EAC Directors seminar held on April 22 2013.

Director Veenhof couldn't wait for report to be finished and at EAPC moved to support review of application on April 9 2013. Carried

Director Veenhof

Nov 26 2012 states if study recommends changes than RDN will open OICP for review.

Ian MacDonell

Study didn't recommend changes so Director Veenhof took it upon himself to move to allow application to proceed in the name of some form of Democracy

Dave Bartram

March 9 2013 Former Director writes letter to RDN Board stating in his words the study was to determine if a particular RVC could evolve towards self-determination eventually in the form of incorporation and thereby protect lands outside of the RVC from Urban Sprawl.

Director Veenhof

April 3 2013 states in email to Ian MacDonell that Deep Bay as an 'RVC was about setting the conditions where Deep Bay could take ownership of its own processes and eventually incorporate as a municipality

Ian MacDonell

retired Director David Bartram retired as a Major General in the Canadian Air Force

Current Director Bill Veenhof retired as a Colonel in the Canadian Air force

April 9 2013 Motion by Veenhof seconded by Stanhope that EAPC support a review of application of BSI and move through processes to amend OCP and RGS

April 22, 2013 Directors Seminar on RVC study takes place

April 23 2013 RDN Board of Directors votes to support a review of the BSI application including amendment to OCP and RGS

RDN Board instructs staff to prepare a consultation plan as it relates to BSI application

Ian MacDonell

What are we going to consult on? The current development plan of BSI as it stands or with the updated information requested from BSI by staff the request for which the public hasn't been made aware of?

Or are we going to consult on, without everyone being advised, on becoming a self run incorporation to deter our urban sprawl to rural areas.

Summary

- Let me see if I have this straight. We are a rural area that some would turn into an urban area so we can deter our urban sprawl into rural areas.
- Are you confused yet? What is Director Veenhof's plan? Will he have us buy out the BSI Strata when the time comes so we can all be one big happy city?
- Is it any wonder that Director Veenhof has lost his credibility in the eyes of many residents of the area? Perhaps he should step down while he is behind or swallow his pride or hidden agenda and put this laughable process to an end tonight, once and for all.

1) Backup for Quotes Quotes and Excerpts from Emails and Letters

June 22 2012 Area H Update From Bill Veenhof to Undisclosed recipients (All- email string)

Lighthouse Country Community Trail

A reminder that the official opening of the Lighthouse Country Trail is at 10:00am tomorrow (23 Jun). See the poster at the end of this email.

Rural Village Center Study

There has been a great deal of discussion surrounding the recent Rural Village Centre (RVC) Study public forum. I am a strong believer in public dialogue and I think that this discussion has been a good thing.

Regrettably, some of the information that is part of the discussion is not well understood and my intention here is to lay out some of the background. No matter which side of the debate you are on, I expect that discussion founded in fact will strengthen your debate and allow you to focus your points.

I hope that you find this useful:

Firstly; in the case of Area H, the RVC Study is reviewing the existing centres of Bowser, Qualicum Bay and Dunsmuir. It is also studying the potential of making part of Deep Bay a Rural Village Centre. Relevant and well mixed into the discussion is that Baynes Sound Investments will likely proceed with an application to develop in Deep Bay should the RDN Board decide to approve changes to the RGS and Area H OCP.

In all of this, the study is just the first step, the meeting last week was just the very first in a great many public events that will follow should Baynes Sound Investments go forward with its development application.

1. The Regional Growth Strategy (RGS) identified that a RDN wide RGS study should take place. It was agreed by the previous Board and municipalities that the RVC study was a first priority and would commence as soon as the RGS was adopted. This is now what is happening.
2. The Rural Village Centre (RVC) Study is looking through the **whole RDN**, at all the existing designated RVCs plus two study areas (including Deep Bay).
3. The RVC is a study that in itself **will not** result in changes to any bylaws. However, the intent of the study is to guide the Board on decisions regarding the existing village centers and potentially the establishment of new centers.
4. The Board does not have to act on any recommendations that come from the study. The study is intended to help the Board decide whether they want to initiate Rural Village Centre changes to the Regional Growth Strategy (RGS) and/or Area Official Community Plans (OCPs).
5. RGS and OCP reviews are initiated at the Board's discretion. The process is outlined in the Local Government Act and ensures that a fair and open process is used to amend the bylaw. All applications to amend the RGS and an OCP bylaw statutorily require consultation with the community and other stakeholders as well as Board approvals at several points during the process.
6. The OCP/RGS amendment application, **IF** approved by the Board, will then enable BSI to make a rezoning application. Like the OCP change, a BSI rezoning application requires public consultation. It should be noted that at the rezoning application, the RDN will review the merits of the application from an

infrastructure point of view including the supply of potable water to the development and the treatment and disposal of liquid waste.

7. BSI did not have any part of the decision-making with respect to initiating the RVC Study. However, the RVC Study was being considered for inclusion in the RGS around the same time that BSI was preparing its application. BSI has made a formal application to amend the Electoral Area H OCP. A copy of the application is available for review at the RDN Administration offices by anyone who wants to see it.

8. BSI submitted a formal application for an amendment to the OCP and RGS in April 2011. The application then went before the Board in September 2011 at which time the Board decided to hold the application in abeyance until after the RVC Study was complete

9. The landowners previous to BSI accomplished the ALR exclusion.

10. **If** BSI goes forward, during the approval process, the RDN may choose to place covenants on the property, (some of which will likely have their roots in public consultation). These covenants cannot be changed by the initial and/or any future strada councils.

2) From: "Bill & Arlene Veenhof" <wveenhof@shaw.ca>
To: "Ian MacDonell" <bowsermac@shaw.ca>
Subject: Re: Rail and RVC
Date: Monday, November 26, 2012 9:11 AM

Ian:

See my embedded comments below.

Bill & Arlene Veenhof
4737 Mapleguard Dr
Bowser BC, V0R 1G0

778-424-2810

On 2012-11-26, at 8:15 AM, Ian MacDonell wrote:

> Hi Bill

>

> Three question on rail:

>

> 1. Does the IRC require unanimous consent of all five RDN's or is it a majority of the five?

We are all voting individually to authorize a tax requisition. If the RDN votes no, and the others vote yes, then the ICF will have less money. I don't know how the ICF will respond to that.

> 2. With the sleasy past history of graham why would the RDN not make evidence of confirmed funding for the remaining 2 MM a condition precedent?

It didn't come up. I was given 3 days to digest ~300 pages of ICF stuff, I didn't think of it. But, the RDN motion does require the ICF to have an agreement with VIA, one assumes VIA would only agree if the railway has been uograded.

> 3. Why are the five or ten first nations bands that are part of the IRC not being asked for proportionate funding or are they just getting another free ride?

>

I don't have this information. I could speculate, but I will not.

> Two question on the RVC's

>

> 1. I am anxiously awaiting your response on who in the proposed RVC gets to vote for the official community plan such as took place with the Bowser RVC?

At present, there is no vote contemplated for the designation of the BSI land as an RVC. Below is a cut and paste from an email that went out earlier:

> 7. What is happening right now is just a study, by itself it will not change a thing.

- > The RVC is a study that in itself will not result in changes to any bylaws. However, the intent of the study is to guide the Board on decisions regarding the RVCs which may lead to and result in changes to the
- > existing village centers and potentially the establishment of new centers.
- >
- > 8. If the study recommends changes, then the RDN will open the OCP for review, this will in-turn invite public consultation and finally a vote by the Board
- > The Board does not have to act on any recommendations that come from the study. The study is intended to help the Board decide whether they want to initiate any changes to the RGS and/or individual OCPs. In the specific case of Deep Bay, there is no requirement that a full OCP review take place as the Board could decide to continue with processing the application made by BSI. That process does require consultation with the community and Board approvals are required at several times during the OCP/RGS amendment process.
- >
- > 9. If the OCP is changed to permit denser housing in Deep Bay, then BSI will likely make an application for their development.
- > The OCP/RGS amendment application if approved by the Board will then enable BSI to make a rezoning application.
- >
- > 10. This application will involve public consultation and finally Board votes.
- > All applications to amend an OCP bylaw statutorily require consultation by with the community and other stakeholders and Board approvals at several points during the process.
- > 2. I asked before when the Board votes on making (or not) Deep Bay an RVC.

> Your response that it is a series of steps did not satisfy me. At some point the RDN must decide whether to include Deep Bay in the SGP of the region. Decisions require voting. Do you know when this will take place or can you assure me that you will notify me well before this happens?

Everyone will be notified of the many public mmeetings that will follow.

- >
- > I will be at the meeting tomorrow night and likely on the tenth as well.
- >
- > Ian MacDonell
- >
- > Sent from my iPad

3) Dave Bartram
4819 Ocean Trail
Bowser BC, VOR 1G0
9 March 2013

Dear RDN Directors
Rural Village Centre Study

During my time as an RDN Director for Electoral Area H, it was my understanding that the Rural Village Centre Study's underlying purpose was to determine which RDN designated Village Centres has the potential to develop to evolve into complete, compact, mixed-use centres that allow people to live, work, play and learn within a walkable environment. **In other words to evolve towards self-determination, eventually in the form of incorporation and thereby protect the rural lands outside the Village Centre from urban sprawl.** This was not to be a short term goal but a vision and one that would evolve over many years depending to a large extent on the desires of the people of the Village Centre. At least that was my understanding of the purpose of the Rural Village Centre Study when I voted for its approval. I believe the Rural Village Centre Study being presented for the RDN Board's approval is flawed in three critical areas of omission as it addressed the Village Centres in Electoral Area H, and in particular Deep Bay.

The first omission is the Study's stated reason for the inclusion of Deep Bay as a Rural Village Centre. It states that this was "based on direction from the RDN Board in 2011 relating to an application for a proposed mixed-use development in Deep Bay." This is only partially true. During the OCP Review of 2003 many residents of the Deep Bay Area wanted to include Deep Bay as a Village Centre. This request was not addressed as we were at the end of a two year public consultation process and it was deferred to the next update of the Area H OCP. This was then addressed during the initial stages of the Area H Village Centre Plan community development work. The majority of residents from the Deep Bay Area participating in the public consultation process requested that Deep Bay Area be included in the Area H Village Centre Plan review.

The Area H Community eventually decided to limit the Village Area Plan to Bowser as it was too difficult and cumbersome to include Dunsmuir, Qualicum Bay, and Deep Bay along with Bowser. As Bowser was the most commercially developed it was chosen by the community to proceed and the Terms of Reference were changed and approved by the RDN Board. Dunsmuir and Qualicum Bay were designated to proceed at a future date and wording was added to the Bowser Village Centre Plan to look at Deep Bay area.

The RDN Board adopted the Bowser Village Centre Plan and its inclusion in the OCP which included the statement requested by the Deep Bay residents that Deep Bay be considered as a Rural Village Centre. To suggest that the reason the RDN Board of Directors included Deep Bay because of a proposed development is a fatal flaw. Yes the proposed development presents an opportunity for Deep Bay but there is a process for the RDN Board of Directors to deal with development applications.

The inclusion of Deep Bay as a Village Centre has to be based on the purpose of the study and the desires of the residents living there and not based on a development proposal that has not yet had any RDN Board or public review.

In my view the only purpose a discussion of a proposed development would have on a Deep Bay Village Centre has to do with the opportunity such a development could present to the residents within the boundaries of the proposed Village Centre, such as fire protection, water reservoir, wells, wastewater management, exit roads, environmental protection, community parks, etc. However, these are community amenities that are negotiated by the community

and RDN Staff during a Development Application process before the RDN Board of Directors consider approval.

The second issue I have with the report is the exclusion of Deep Bay resident input in the final conclusions. The Report states on page 9 that the project is intended to be "primarily a quantitative study that aspires for a higher degree of objectivity." Given adequate explanations and opportunities to discuss should it not be the residents of the area and the Area Director and ultimately the RDN Board of Directors that provides the "higher degree of objectivity"? If the exclusion of the residents' input is not considered or even intended to be part of the RVC Study and given at least equal weight to the other factors then one would wonder how any Rural Village Centre in the world ever moved forward to self-determination.

Finally, and probably the most important flaw in the "quantitative study," is the designated boundaries of a proposed Village Centre in Deep Bay. The boundaries proposed in the study did not include those areas known as "The Spit," "Kopina Estates", and "Lighthouse Estates (areas on either side of Jamieson Road and part of the Deep Bay Improvement District.)" These areas are integral to Deep Bay and considered by the majority to be Deep Bay. The approximate populations are 50, 100, and 700 respectively. As stated on Page 16 of the Final Evaluation Report, "The importance of the boundary locations cannot be understated as they strongly impact baseline results, particularly as they relate to urban structure measures." The non-inclusion of these areas results in an incorrect assessment in every category investigated and therefore makes the RVC Study Report assessment of Deep Bay invalid. I personally do not understand how any meaningful Rural Village Centre conclusion of Bowser/Deep Bay area can be made without including these areas.

From my perspective these three flaws in the Area H portion of the Rural Village Study, especially the conclusions drawn regarding Deep Bay are flawed and need further review/refinement before this report is accepted by the RDN Board of Directors.

Dave Bartram

4) Ian:

As it relates to the Dialogue report, its relevance to BSI is overrated, and regrettably has always been so. Deep Bay as an RVC, was about setting the conditions where Deep Bay could take ownership of its own processes and eventually incorporate as a municipality.

On 26 Mar, we voted to accept the report asking for a supporting seminar. Director's seminars are essentially closed doors, no motions are made, nor are votes cast. I find these events very useful as it allows us to have free and open exchanges. Remember the seminar just about Deep Bay, it is about all the RVCs in the RDN.

So while I expect that BSI will use some of the criteria in the the RVC to bolster its development arguments, the report itself will have very little meaning in the BSI application.

On Tuesday, 9 April the EAPC will vote to approve going forward on the BSI application or not. I have yet to see the staff report but will send it out to a wide audience when I get it.

This will then go to the Sustainability Select Committee and then if approved, BSI will need to go thru the public processes that I sent in my email of a few weeks ago.

I am on the horns of a dilemma on this one, there is fierce support in favour and against.

Bill

On 2013-04-02, at 10:17 AM, Ian & Sandy MacDonell wrote:

Hello Bill

I was unable to attend the above noted board meeting due to a family obligation.

If I read the minutes correctly I think the Board mirrored the Committee of the Whole recommendation regarding the RVC study.

Can you inform me what the Electoral Directors Seminar is? Is this the same as the committee that meets before the Committee of the Whole meeting or is it something else?

If it is something else, can one attend this seminar or direct correspondence to it that has a chance of being read prior to the seminar?

Are you on this Directors Seminar? If not how can Directors that know nothing about Deep Bay other than the study results come to any relevant conclusions on the study as it relates to Deep Bay?

Regards

Ian MacDonell

5) Hi Ian,
The Directors Seminar you are referring to took place on April 22, 2013.
Cheers,
Lisa

From: Ian & Sandy MacDonell [mailto:bowsermac@shaw.ca]

Sent: Tuesday, May 28, 2013 11:19 AM

To: Bhopalsingh, Lisa

Subject: EA Director's Seminar

Hello Lisa

At the March 12 Committee of the whole meeting Director Fell amended the staff recommended motion from "Rural Village Centre Study be received" to Rural Village Centre Study be received for information and referred to an EA Director's Seminar for further discussion by the EA Directors". This motion passed.

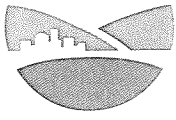
Could you please advise me if this EA Directors Seminar has taken place, and if so the date. I am aware it is a private discussion and no minutes are taken nor are delegations permitted.

If this request should be directed to someone else please let me know.

Your cooperation is appreciated

Regards

Ian MacDonell
250-757-9248



Executive Offices
Tel. 604-432-6215 Fax 604-451-6614

May 15, 2013

File: CP-16-02-032

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

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GMS&CD	<input checked="" type="checkbox"/>	GM T&SW	<input checked="" type="checkbox"/>
GM R&CU		DF	
MAY 27 2013			
DCS		BOARD	<input checked="" type="checkbox"/>
CHAIR	<input checked="" type="checkbox"/>		

Dear Chair Stanhope and Members of the Board:

Re: New Waste-to-Energy Capacity for Metro Vancouver – Potential Site Identification

Metro Vancouver is preparing to enter the potential site identification phase of the new waste-to-energy (WTE) capacity procurement process and has developed draft high-level site evaluation criteria which are now available for review and comment. Metro Vancouver is also seeking suggestions and input on additional site identification criteria.

Metro Vancouver and its municipalities manage garbage in a way that aims to avoid waste in the first instance, facilitates recycling and reuse where practical, recovers materials and energy where possible, and uses the most environmentally and economically responsible means of dealing with what remains.

Even after achieving an ambitious waste diversion goal of 70% in 2015 and striving for 80% by 2020, approximately 700,000 tonnes of waste will still remain and need to be managed each year.

To more effectively manage the region’s residual waste remaining after diversion, Metro Vancouver and its municipalities have determined that additional waste-to-energy capacity is the best solution – a decision that was supported by provincial approval of the region’s Integrated Solid Waste and Resource Management Plan. As a condition of this approval, the Minister of Environment requires Metro Vancouver, in developing new WTE capacity, to consider “the full range of possible options both in and out of region in an equal and fair manner.”

In March 2012, the Metro Vancouver Board directed staff “to recommend a procurement process for new WTE capacity that ultimately:

- (a) considers all WTE technology options within one procurement process;
- (b) allows proposals that include a site or sites along with proposed technology solution; and
- (c) allows owners of potential sites to self-identify.”

In October 2012, Metro Vancouver outlined a multi-phase process to develop new WTE capacity. Phase 1 of the process is nearing completion with evaluation of responses to the first request for qualifications (RFQ1), focused on technology only, underway.

Phase 2, the potential site identification (PSI) process, will identify potential sites for new WTE capacity both inside and outside the region, either brought forward by site owners and made available to all proponents, or brought forward by proponents available exclusively to them.

For more information on the potential site identification process and the new WTE capacity development process, visit www.metrovancouver.org and search for "Developing New-Waste-to-Energy Capacity."

As part of the PSI process, Metro Vancouver is inviting comments from stakeholders regarding the draft high-level criteria that will be used to evaluate and develop a shortlist of possible sites, during a comment period extending to June 14, 2013. Refer to the attachment for a list of the draft high-level criteria.

Considering all input received, a recommended list of high-level evaluation criteria will be reported to Metro Vancouver's Zero Waste Committee and Board. Following Board approval, the final criteria will be used to evaluate and shortlist proposed sites. Additional detailed criteria will be developed to evaluate project proposals at subsequent phases of the new WTE capacity procurement process.

Additional consultation activities, including public events in the jurisdictions of the potential sites identified, and in both Metro Vancouver and the Fraser Valley Regional District, will take place after the potential sites are shortlisted.

If you have any comments on these initial high-level evaluation criteria, suggestions for additional criteria, or any questions or comments regarding the new WTE capacity development process, please contact Paul Henderson, General Manager, Solid Waste Services:

Email: paul.henderson@metrovancouver.org
Please note in subject line: New Waste-to-Energy

Mail: Paul Henderson, General Manager
Solid Waste Services
Metro Vancouver
4330 Kingsway
Burnaby, BC V5H 4G8

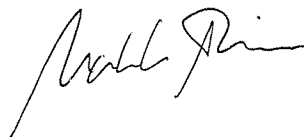
We look forward to hearing from you regarding the high-level potential site evaluation criteria for the development of new WTE capacity for Metro Vancouver.

Yours truly,



Greg Moore
Chair, Metro Vancouver Board

GM/MB/PH/ts



Malcolm Brodie
Chair, Zero Waste Committee

cc: Paul Thorkelsson, CAO - Nanaimo Regional District

Attachment: Draft - High-level potential site evaluation criteria for new Waste-to-Energy capacity for Metro Vancouver (7302248)

DRAFT**High-level potential site evaluation criteria for new Waste-to-Energy capacity for Metro Vancouver**

The following initial high level criteria were identified in Metro Vancouver's Integrated Solid Waste and Resource Management Plan and in the October 2012 Zero Waste Committee report on the new WTE capacity procurement process:

1. Site size
 - Required site size for a WTE facility depends on a number of variables including: technology, waste quantity processed, number and type of vehicles received at the facility, residual processing requirements, and, buffer areas.
 - The existing WTE facility in Burnaby processes approximately 285,000 tonnes per year of waste delivered by garbage trucks (no small vehicles) on an approximately 2 hectare site. This site is considered small based on the amount of waste processed with limited buffer area and space for upgrades and ancillary activities.
2. Air quality implications
 - A screening-level air quality analysis will be conducted of the proposed sites for their suitability to host a WTE facility up to the maximum size considered in the procurement process (370,000 tonnes/year). The analysis will include consideration of any direct emissions from the facility, as well as emissions associated with transportation of materials to and from the facility.
3. Allowed and neighbouring land uses
 - In North America, WTE facilities are typically located in heavy industrial areas. In Europe and Asia, WTE facilities are often located adjacent to commercial and residential areas to minimize transportation requirements and maximize opportunities for heat use.
4. Transportation logistics and impacts
 - Waste is typically delivered to WTE facilities by truck, but could be delivered by rail or barge. For transportation purposes, if WTE facilities are located close to waste generators, the waste may be delivered directly from source to facilities without requiring transfer facilities. Sites will be evaluated for transportation logistics as well as community impacts of transportation systems.
5. Suitability for district energy
 - Depending on the technology, locating a WTE facility near potential heat customers may provide the opportunity to develop a district energy system. A district energy system could provide economic opportunities for the host community, and reduce the overall environmental impact of the WTE facility and district energy system by displacing natural gas normally combusted for heat by those customers.
6. Cost/option cost (the cost to Metro Vancouver to option a potential site to ensure its availability)
 - Landowners will have the opportunity through a public process to offer sites for potential use for new WTE capacity. Offers will be based on options to purchase by Metro Vancouver. The cost/option cost of the potential sites will be included in the evaluation criteria to determine which sites to shortlist for subsequent procurement stages.

Board of Directors
C/o Jacquie Hill, Manager of Administrative Services
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, B.C., V9T 6N2

May 27, 2013

Dear Chair Stanhope and Directors of the Nanaimo Regional District,

Thank you for your letter dated March 14, 2013 regarding the further consideration of BC Hydro's Smart Metering Program. BC Hydro values the perspectives of municipal governments and we are responding to your letter in hopes of further addressing the concerns raised by the Board's resolutions endorsed on February 26, 2013.

Worldwide health authorities have confirmed that wireless technology is safe

As stated in the February 21, 2013 letter, BC Hydro's first and foremost priority is the health and safety of the public and our employees. We take this responsibility seriously and as a provincial crown corporation we are accountable for the information we provide to the public, our customers, and our employees.

BC Hydro's new meters communicate using radio signals which are common in our everyday lives and have been used safely for decades. Within most neighbourhoods, common sources of continuous radio frequency include FM radio, television and cell phone signals.

Decisions about the safe use of technology are made by health and science authorities. BC Hydro respects and trusts these decisions. When evaluating the potential of health risks from exposure to radio frequency, these authorities consider all available peer-reviewed scientific studies on an ongoing basis and employ a weight-of-evidence approach. This approach takes into account not only the number of studies, but more importantly, the quality of those studies.

Provincial, federal, and international authorities including the BC Center for Disease Control, the Provincial Health Officer, Health Canada, and the World Health Organization (WHO) have all confirmed that the wireless technology used by smart meters does not pose any known health risk. The WHO's website states that:

In the area of biological effects and medical applications of non-ionizing radiation approximately 25,000 articles have been published over the past 30 years. Despite the feeling of some people that more research needs to be done, scientific knowledge in this area is now more extensive than for most chemicals. Based on a recent in-depth review of the scientific literature, the WHO concluded that current evidence does not confirm the existence of any health consequences from exposure to low level electromagnetic fields

("What are electromagnetic fields?" World Health Organization, accessed November 14, 2012, www.who.int/peh-emf/about/WhatIsEMF/en/index1.html.)

Our meters use radio frequency signals that are far below Canadian guidelines. In fact, they are even below the strictest precautionary limits in the world, set by Switzerland. This was confirmed by Planetworks Consulting, a North Vancouver engineering firm who conducted independent testing of BC Hydro's new meters. The result of this testing confirmed that a meter communicates for about 1.4 seconds per day and that the strength of the radio frequency signal used by a meter is approximately 50% of Swiss standards.

The full reports from Planetworks and all other health related documentation are available on www.bchydro.com/smartmeters_safety. These documents corroborate and supplement the information on smart meters and health provided in the letter to you dated February 21, 2013.

BC Hydro must have access to electricity grid equipment including meters

Electricity meters are the end point of the electricity distribution infrastructure owned and operated by BC Hydro. BC Hydro's right to enter private property to install, maintain and exchange our electric meters is established by the *Hydro and Power Authority Act*, the *Electricity and Gas Inspection Act* (Canada) and BC Hydro's Electric Tariff.

Additionally, when you request service from BC Hydro you agree to the terms and conditions of the Electric Tariff including the obligation to provide access to your property so that we can read, maintain or exchange our equipment. Typically BC Hydro exchanges about 40,000 meters per year as part of regular business.

BC Hydro's Electric Tariff has been approved by the British Columbia Utilities Commission and contains the terms and conditions that govern our service to all customers. You can download a full copy of the Electric Tariff from www.bchydro.com or find a copy at any public library.

Smart meters are a necessary Upgrade

Smart meters are a necessary part of B.C.'s electricity system. They are standard equipment just like utility poles and power lines, and are required to modernize the system and ensure the safe, efficient delivery of electricity to British Columbians. BC Hydro is responsible for delivering power to 1.9 million customers all around the province. Meeting that obligation includes ensuring we have the necessary equipment in place and that it is safe and reliable.

While we appreciate the opportunity to share information with local governments, we are mindful of the mandate we have been given by the Province of British Columbia. Like highways, the electricity grid is provincial infrastructure that is governed by provincial and federal legislation and regulations. BC Hydro's responsibility is to deliver safe, reliable electricity – and the new meters will help us meet that obligation.

BC Hydro operates within the B.C. *Freedom of Information and Protection of Privacy Act* and that is why we ask customers to contact us directly to discuss their individual accounts. While we do not have an opt-out option, we are committed to working with customers to address their questions and concerns.

With the new metering system substantially in place, customers are beginning to see the benefits of a modern electricity grid. Many customers with smart meters now have access to the new tools to manage their energy use and save money through their online MyHydro account. Smart meters will also

get the lights back on faster and more safely during power outages. In addition, a modern, cost effective system will help keep BC Hydro's rates among the lowest in North America.

If you have any further questions or concerns, please do not hesitate to contact me directly.

Sincerely,

Ted Olynyk
Community Relations Manager, Vancouver Island
BC Hydro



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GMS&CD	<input checked="" type="checkbox"/>	GM T&SW	<input checked="" type="checkbox"/>
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DCS	<input checked="" type="checkbox"/>	BOARD	<input checked="" type="checkbox"/>
CHAIR	<input checked="" type="checkbox"/>		

MAY 22 2013

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

Dear Mr. Stanhope:

Your March 11, 2013 letter addressed to Honourable Rich Coleman, Minister of Energy, Mines and Natural Gas, regarding BC Hydro's plans to install smart meters has been forwarded to me for response.

The benefits of BC Hydro's smart meter program are expected to outweigh the costs by about \$520 million over 20 years, helping keep rates lower for British Columbians. A more efficient and reliable electrical grid will result, with benefits such as:

- automated, real-time notification of power outages so repair crews can be dispatched straight to the problem and restore electricity service faster;
- lower operating costs by shifting power within the power grid to where it is needed most; and
- simplified requirements when a customer moves so that crews do not have to go to a customer's home to read the meter or turn the power on or off when opening or closing accounts.

With a more responsive system, BC Hydro expects smart meters to deliver significant savings over and above the capital investments in smart meters. These savings will be passed onto customers, keeping rates about 1.25 percent lower than they would be without the smart meter system upgrades.

The safety of workers, contractors and the public are BC Hydro's highest priorities. Although radio frequency fields vary depending on the technology used, the radio frequency exposure from wireless electricity meters is very low. The components of a smart meter will emit radio frequency signals much lower than many commonplace household appliances. When considering risks associated with radio frequency, there are three things to consider: strength, duration and distance.

.../2

**Ministry of
 Energy, Mines
 and Natural Gas**

Office of the
 Deputy Minister

Mailing Address:
 PO Box 9319, Stn Prov Govt
 Victoria, BC V8W 9N3

Location:
 8th Floor, 1810 Blanshard Street
 Victoria

Telephone: 250 952-0504
 Facsimile: 250 952-0269

Website: www.gov.bc.ca/ener/

Strength: BC Hydro's smart meters communicate using a very low power signal - less than 2 microwatts/cm² when standing 20 centimetres from the meter - which is 50 percent less than the strictest standards in the world.

Duration: Smart meters transmit an average total of a minute a day.

Distance: Smart meters are located outside of the home. At a distance of 3 feet, the power signal is 0.07 microwatts/cm² which is one ten-thousandth of the federal health and safety standard governing exposure to radio frequency and electromagnetic fields.

I understand there is an ongoing debate about the safety of radio-frequency technology, therefore, BC Hydro has benchmarked the radio frequency profile of smart meters against the strictest standards in the world, the precautionary-based standard set in Switzerland for sensitive areas such as schools and hospitals.

Given the concerns of Nanaimo's residents about the possible health effects of electromagnetic radiation, I recommend they review the statement on smart meters, prepared at the request of Dr. Perry Kendall, Provincial Health Officer, posted on December 23, 2011 at <http://www.health.gov.bc.ca/pho/issues.html>. BC Hydro is keeping track of customer concerns about smart meters in an effort to address them wherever possible.

Under the *Hydro and Power Authority Act*, the federal *Electricity and Gas Inspection Act* and the Service Agreement between BC Hydro and its customers, BC Hydro is able to exchange existing meters with smart meters as part of Smart Meter Initiative. Further, BC Hydro is obligated by the *Clean Energy Act* to do so. Going forward, BC Hydro will continue to implement the Smart Meter Initiative and address concerns about smart meters directly with customers as they arise.

BC Hydro will be working with its customers over the next several months to help them understand the benefits of new smart meters prior to final installation. Meters will not be installed without the homeowner's consent. BC Hydro's field representatives have had many productive conversations with customers who have expressed concerns about the program, and thousands of those customers have agreed to have a smart meter installed.

Once BC Hydro has had a chance to speak with all customers who have not had smart meters installed, we will assess options for maintaining the integrity of the smart grid.

Additional information about smart meters is available on BC Hydro's website, including an information sheet, at http://www.bchydro.com/energy_in_bc/projects/smart_metering_infrastructure_program.html.

Thank you for writing.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steve Carr", with a horizontal line drawn through it.

Steve Carr
Deputy Minister

pc: Mr. Charles Reid
President and Chief Executive Officer
BC Hydro

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 813.50

A BYLAW TO AMEND THE BOUNDARIES OF THE
FRENCH CREEK SEWER SERVICE

WHEREAS the Regional District of Nanaimo established the French Creek Sewer Service pursuant to Bylaw No. 813, cited as “French Creek Sewerage Facilities Local Service Establishment Bylaw No. 813, 1990”;

AND WHEREAS the Board of the Regional District of Nanaimo has been petitioned by the property owner (s) to extend the boundaries of the service area to include the land (s) shown outlined in black on Schedule ‘B’ of this bylaw and legally described as:

- Lot 1, District Lot 81, Nanoose District, Plan 1799;

AND WHEREAS at least 2/3 of the service participants have consented to the adoption of this bylaw in accordance with section 802 of the *Local Government Act*;

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

1. Citation

This bylaw may be cited for all purposes as “French Creek Sewerage Facilities Local Service Boundary Amendment Bylaw No. 813.50, 2013”.

2. Amendment

“French Creek Sewerage Facilities Local Service Establishment Bylaw No. 813, 1990” is amended as follows:

By deleting Schedule ‘A’ of Bylaw No. 813 and replacing it with Schedule ‘A’ attached to and forming part of this bylaw.

Introduced and read three times this 28th day of May, 2013.

Adopted this ____ day of _____, 2013.

CHAIRPERSON

CORPORATE OFFICER

Schedule 'A'

MAP OF REVISED SERVICE AREA BOUNDARIES
TO BE ATTACHED ONCE ADOPTED,
AND IS AVAILABLE FOR VIEWING
WITH THE CORPORATE OFFICER

Chairperson

Corporate Officer



BCGS MAPSHEET: 92F.039.1.3

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 869.09

A BYLAW TO AMEND THE BOUNDARIES OF THE
MORNINGSTAR STREETLIGHTING SERVICE

WHEREAS the Regional District of Nanaimo established the Morningstar Streetlighting Service pursuant to Bylaw No. 869, cited as "Morningstar Streetlighting Local Service Area Establishment Bylaw No. 869, 1992";

AND WHEREAS the Board of the Regional District of Nanaimo has been petitioned by the property owner to extend the boundaries of the service area to include the land shown outlined in black on Schedule 'B' of this bylaw and legally described as:

- Lot 1, District Lot 81, Nanoose District, Plan 1799.

AND WHEREAS at least 2/3 of the service participants have consented to the adoption of this bylaw in accordance with Section 802 of the *Local Government Act*;

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

1. Citation

This bylaw may be cited as "Morningstar Streetlighting Local Service Area Boundary Amendment Bylaw No. 869.09, 2013".

2. Amendment

"Morningstar Streetlighting Local Service Area Establishment Bylaw No. 869, 1992" is amended as follows:

By deleting Schedule 'A' of Bylaw No. 869 and replacing it with Schedule 'A' attached to and forming part of this bylaw.

Introduced and read three times this 28th day of May, 2013.

Adopted this ____ day of _____, 2013.

CHAIRPERSON

CORPORATE OFFICER

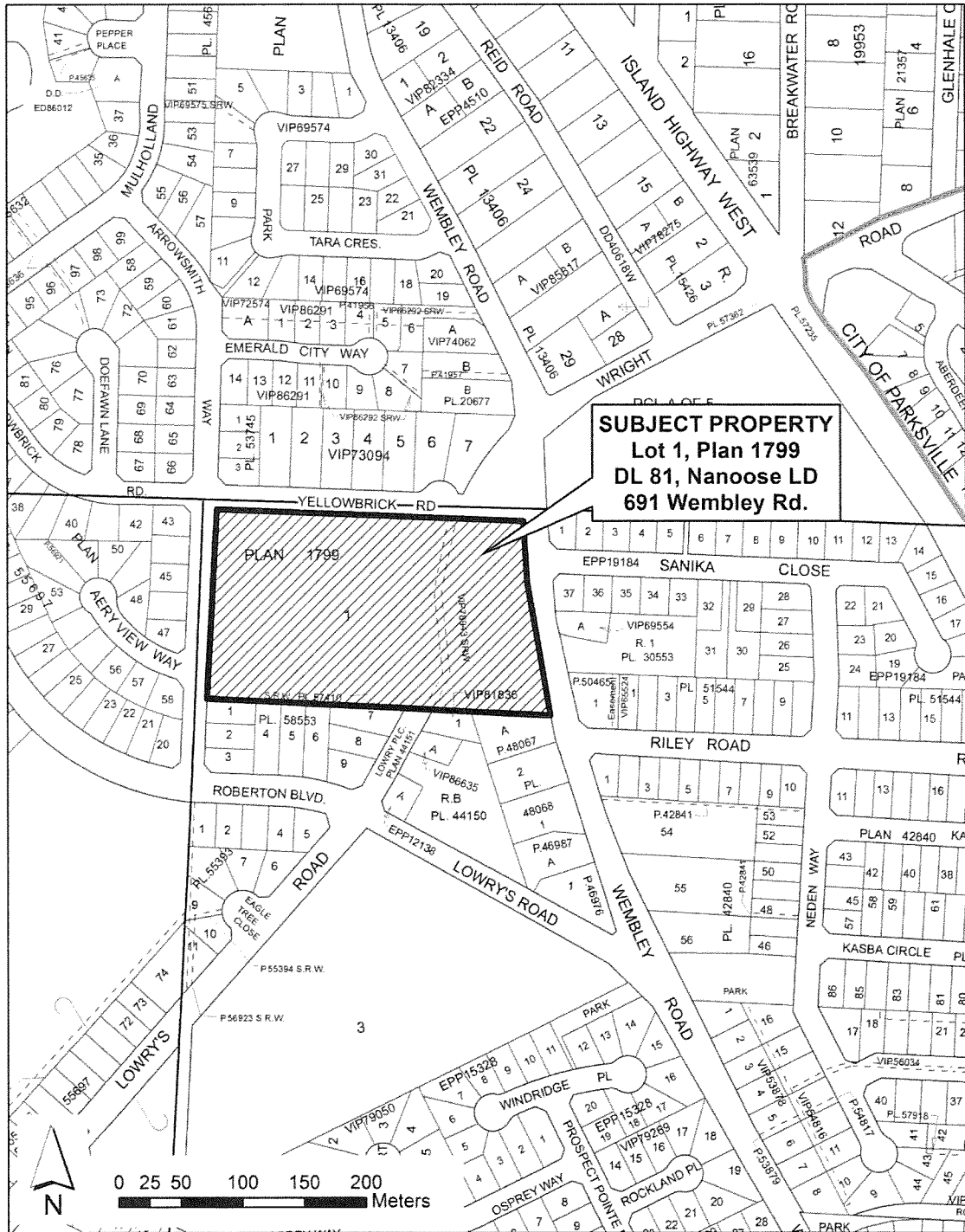
Schedule 'A'

MAP OF REVISED SERVICE AREA BOUNDARIES
TO BE ATTACHED ONCE ADOPTED,
AND IS AVAILABLE FOR VIEWING
WITH THE CORPORATE OFFICER

Schedule 'B' to accompany "Morningstar Streetlighting Local Service Area Boundary Amendment Bylaw No. 869.09, 2013".

Chairperson

Corporate Officer



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 889.64

**A BYLAW TO AMEND THE BOUNDARIES OF THE
NORTHERN COMMUNITY SEWER SERVICE**

WHEREAS the Regional District of Nanaimo established the Northern Community Sewer Service pursuant to Bylaw No. 889, cited as "Regional District of Nanaimo Northern Community Sewer Local Service Conversion Bylaw No. 889, 1993";

AND WHEREAS the Board of the Regional District of Nanaimo has been petitioned by the property owner (s) to extend the boundaries of the service area to include the land (s) shown outlined in black on Schedule 'B' of this bylaw and legally described as:

- Lot 1, District Lot 81, Nanoose District, Plan 1799;

AND WHEREAS at least 2/3 of the service participants have consented to the adoption of this bylaw in accordance with section 802 of the *Local Government Act*;

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

1. Citation

This bylaw may be cited as "Regional District of Nanaimo Northern Community Sewer Local Service Boundary Amendment Bylaw No. 889.64, 2013".

2. Amendment

"Regional District of Nanaimo Northern Community Sewer Local Service Conversion Bylaw No. 889, 1993" is amended as follows:

By deleting Schedules 'C' and 'E' of Bylaw No. 889 and replacing them with Schedules 'C' and 'E' attached to and forming part of this bylaw.

Introduced and read three times this 28th day of May, 2013.

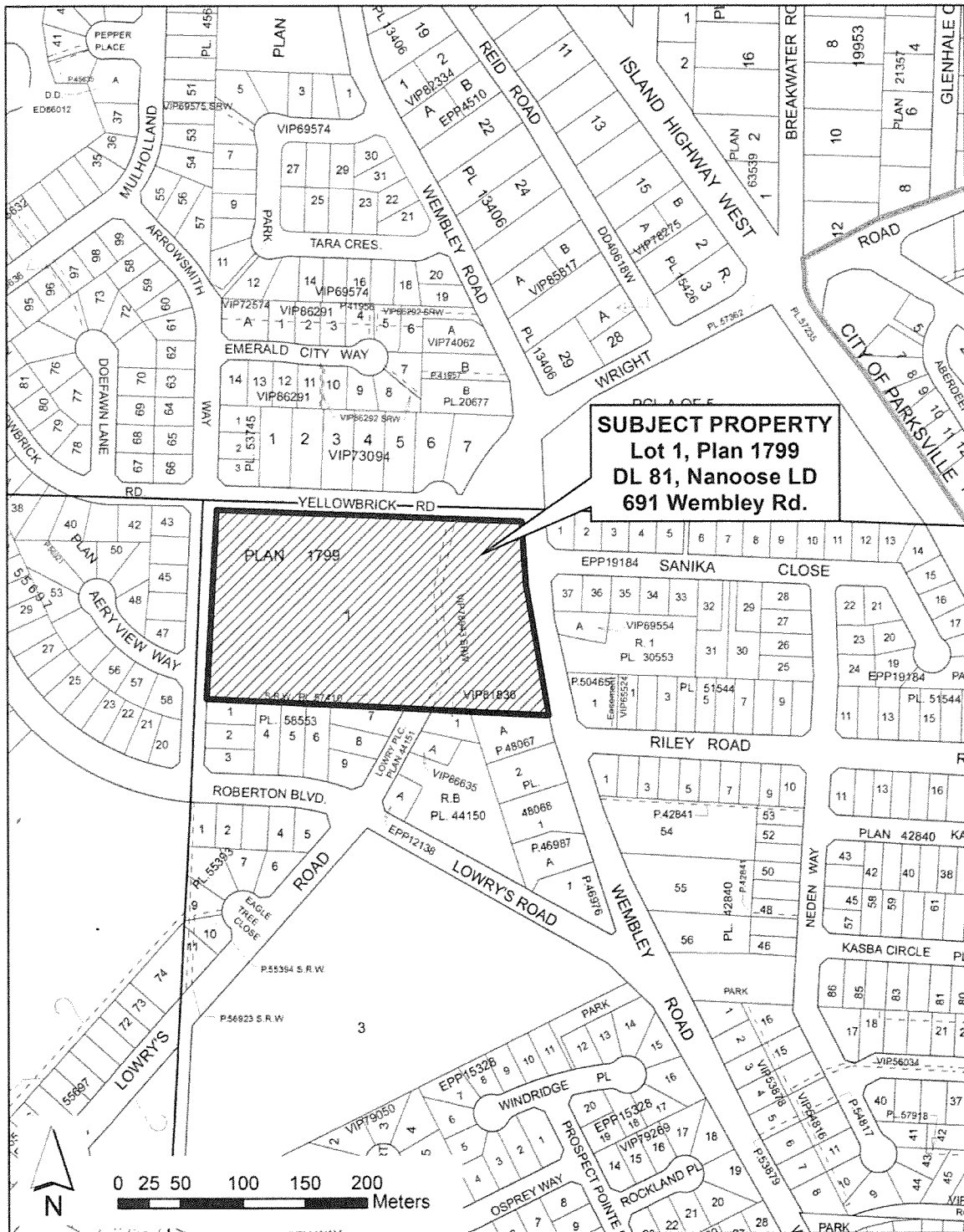
Adopted this ____ day of _____, 2013.

CHAIRPERSON

CORPORATE OFFICER

Chairperson

Corporate Officer

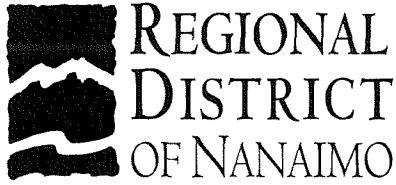


Schedule 'C'

MAP OF REVISED SERVICE AREA BOUNDARIES
TO BE ATTACHED ONCE ADOPTED,
AND IS AVAILABLE FOR VIEWING
WITH THE CORPORATE OFFICER

Schedule 'E'

MAP OF REVISED SERVICE AREA BOUNDARIES
TO BE ATTACHED ONCE ADOPTED,
AND IS AVAILABLE FOR VIEWING
WITH THE CORPORATE OFFICER



RDN REPORT	
CAO APPROVAL	
EAP	
COW	✓
MAY 29 2013	
RHD	
BOARD	

MEMORANDUM

TO: Paul Thorkelsson
Chief Administrative Officer

DATE: June 11, 2013

FROM: Joan Harrison
Director of Corporate Services

SUBJECT: Volunteer Mileage Reimbursement Policy

PURPOSE:

To present a draft Volunteer Mileage Reimbursement Policy for the Board’s consideration.

BACKGROUND:

During the 2013 – 2017 Financial Plan process, the Board included \$11,500 to allow for reimbursement of mileage costs for Committee Volunteers.

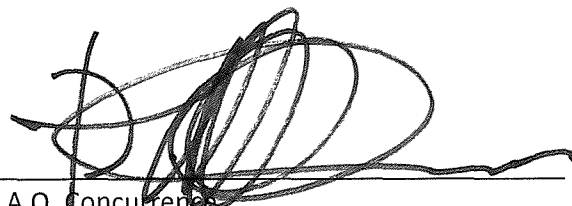
Staff have drafted a Volunteer Mileage Reimbursement Policy (Attachment A) for the Board’s consideration. Staff have included an effective date of April 2013, the month following the adoption of the 2013 – 2017 Financial Plan.

Should the Board accept the policy as presented, staff request a motion to adopt.

RECOMMENDATION:

1. That the Volunteer Mileage Reimbursement Policy be adopted.


Report Writer


C.A.O. Concurrance

REGIONAL DISTRICT OF NANAIMO

P O L I C Y

SUBJECT:	<i>Volunteer Mileage Reimbursement</i>	POLICY NO: A2.19
		CROSS REF.:
APPROVAL DATE:		APPROVED BY:
REVISION DATE:		PAGE: 1 of 1

PURPOSE

To provide for reimbursement of mileage costs for members of the public appointed to RDN Committees, Commissions and Boards for attendance at meetings.

POLICY

The Regional District of Nanaimo (RDN) will reimburse members of the public who are members of RDN Committees, Commissions and Boards for mileage costs to attend the meetings for the Committees, Commissions or Boards to which they have been appointed.

Mileage will be reimbursed at the rate established by “Regional District of Nanaimo Board and Committee Member Remuneration, Expenses and Benefits Bylaw No. 1078, 1997”.

This Policy does not apply to appointees from other local governments or organizations that will be providing reimbursement of mileage costs to their representatives.

MILEAGE CLAIMS PROCEDURE

Claims shall be submitted on the RDN “Mileage Expense Claim” form at the end of the month in which expenses were incurred, effective April 2013.

All expense claims will be processed following regular accounts payment procedures.

Expense claims shall be deemed payable only if submitted within 90 days of the month end in which they are incurred. No claim for a previous year will be paid if submitted after January 15th of the following year.

Please note that, for some committees, staff may submit claims on behalf of the members. Members should confirm with the staff liaison that this is the case and not assume that claims are being submitted on their behalf.



RDN REPORT	
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JUN 03 2013	
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BOARD	

MEMORANDUM

TO: Wendy Idema
Director of Finance

DATE: May 13, 2013

FROM: Manvir Manhas
Senior Accountant

FILE:

SUBJECT: 2012 Annual Financial Report (Audited Financial Statements), Board and Committee Member Expenses, Remuneration and Statement of Financial Information

PURPOSE:

To provide comments on the financial performance of the Regional District of Nanaimo for the fiscal year ending December 31, 2012 and to present statutory reports covering Board remuneration and other financial information.

BACKGROUND:

Regional Districts are required by Section 814.1 of the *Local Government Act* to present annually the results of its financial audit and a report on Board and Committee member expenses and remuneration.

Additionally, as a public body in British Columbia, the Regional District must prepare a report in compliance with the *Financial Information Act* (Statement of Financial Information – SOFI). The SOFI contains extracts from the audited financial report, the schedule of Board expenses and remuneration, schedules of employee expenses and remuneration (over \$75,000), a schedule of supplier payments (over \$25,000) and information on community grants provided in the year.

The full edition of the annual financial report consisting of departmental highlights, a set of consolidated financial statements, notes to the statements, supplementary departmental revenue and expense schedules as well as statistical data has been provided as a separate handout along with a copy of the Regional District's Statement of Financial Information (SOFI).

The annual report and SOFI will be posted to the Regional District's web site for public access. Photocopied versions of the annual report can be requested at a charge of \$5.00 plus GST. Photocopies of the SOFI report are priced at \$2.50 plus GST.

DISCUSSION:

CONSOLIDATED FINANCIAL STATEMENTS

Attachment 1 to this report is the consolidated financial statements of the Regional District of Nanaimo (including Notes). As noted earlier the full set of the consolidated financial statements is contained in the annual financial report circulated separately. The consolidated financial statements allow the Board, the management team and the public to assess the overall results of all of our activities for the fiscal year ending December 31, 2012. The objective of the statements is to fairly present the financial position of the Regional District as a whole.

MNP LLP completed the audit of the Regional District for the year ended December 31, 2012 and presented their audit findings at the May Committee of the Whole meeting. As in prior years, the Regional District of Nanaimo received an unqualified opinion on the consolidated financial statements for 2012, assuring readers that based on the audit procedures conducted, the financial statements are considered to be free of material errors.

Consolidated Statement of Financial Position

Net Financial Assets

The Regional District is reporting a “Net Financial Asset” position of \$16.1 million (2011; \$9.2 million) – an increase of \$6.9 million largely as a result of decrease in financial liabilities as discussed below.

Financial Assets

Total Financial Assets (cash, investments, accounts receivable) decreased by \$3.3 million mainly as a result of a decrease in amounts Receivable from Other Jurisdictions. This receivable relates to the debt incurred on behalf of the municipalities and the Vancouver Island Regional Library. The amount shows a declining balance due to the ongoing debt principal repayments on a yearly basis.

Financial Liabilities

Total Financial Liabilities (trade payables, short term and long term debt and other liabilities) decreased by \$10.2 million. Deferred revenue decreased by \$3.9 million (more capital projects being funded and completed through the use of Development Cost Charges), Unfunded Liabilities decreased by \$2.7 million (future landfill closure/maintenance costs) and Long Term Debt decreased by \$3.6 million (ongoing principle reduction).

Unfunded Liabilities

Unfunded liabilities are calculated for two items related to our operations. The first is the future cost to close and monitor the regional solid waste landfill for a period of 25 years after closure. The second category is certain post retirement employee benefits. Recording the value of these future liabilities is a means of showing that there are financial obligations which are not completely captured in the annual activities of the Regional District.

As at December 31, 2012 the value of these two items were:

Employee benefits	\$ (144,364)
Landfill closure & future monitoring	<u>\$10,080,234</u>
Total future liability	<u>\$ 9,935,870</u>
Reserves on hand	<u>\$ 1,394,240</u>

Employee Retirement/Other Benefits

The Regional District of Nanaimo's employee agreements include payout of a portion of unused sick leave upon retirement (60 day maximum limit). The estimated amount required to meet the full cost of this potential obligation is \$1,573,129 (2011; \$1,658,805). As at December 31, 2012 the post retirement obligation is overfunded in the amount of \$371,238 (2011 – overfunded by \$108,704). There are currently 131 employees out of a workforce of 247 employees between the ages of 50 and 55 who could be eligible for a retirement benefit within the next five years.

Costs for vacation pay adjustments and other statutory amounts payable with respect to CPP, Employment Insurance, and Superannuation totaled \$226,874 at the end of 2012 (2011; \$221,904). These costs are combined with the overfunded amount for employee retirement liabilities noted above netting to the \$144,364 total overfunded for the two obligations at the end of 2012.

Landfill Closure/Post Closure Costs

Public Sector Accounting Standards require local governments to estimate the costs to close and monitor landfill sites. The Regional District includes closure costs in the long term capital plan for the Solid Waste service which forms part of the approved financial plan. Annual budgets for the landfill operations also include contributions to reserve funds to help fund the overall long term capital plan which includes the development of a nature park on the closed landfill.

The landfill site, once closed, must also be maintained and monitored for a period of twenty five years. The annual cost is estimated at \$525,000 in future dollars. It is expected that the cost to maintain and monitor the closed landfill will be met by a similar combination of property taxes and disposal fees as is used currently to fund current operations.

During 2012 the Regional District decreased its liability for landfill closure cost and post-closure maintenance costs to reflect long term interest rates for discounting the value of the liability. This resulted in a decrease of \$684,000 in the unfunded liabilities estimates.

Short Term Loans

At the end of 2012 there was one short term loan relating to the purchase of Moorecroft Regional Park which will be converted to long term debt this year in the Fall.

Long Term Debt

Local governments in BC are authorized to borrow for capital purposes only and are also required by legislation to prepare balanced annual budgets and five year financial plans. While all residents across

the Regional District are jointly and severally liable for both Regional District and municipal debt in the event of a default, the strong fiscal framework under which we operate has meant there has never been an instance where a local government in BC defaulted on its debt.

At the end of 2012 Regional District and municipal member debt stood at:

Regional District of Nanaimo	\$12,191,508
Municipal/other jurisdictions	<u>\$42,805,477</u>
Outstanding debt	<u>\$54,996,955</u>

Accumulated Surplus

The current measure of overall results for a government entity is its Accumulated Surplus. For a government entity the Accumulated Surplus is represented by operating results, special purpose reserves and the net investment in tangible capital assets. The components making up the Regional District's Accumulated Surplus as at December 31, 2012 are shown below and are described in additional detail in Note 15 to the consolidated financial statements.

	<u>2012</u>	<u>2011</u>
General Revenue Fund Net Operating Surplus	\$ 9,385,386	\$ 10,994,084
Unfunded Liabilities	(9,935,870)	(12,639,922)
Capital Fund Advances	(3,990,217)	(817,945)
Net investment in Tangible Capital Assets	157,184,306	143,683,173
General Revenue Fund Reserve Accounts	2,448,471	2,381,309
Statutory Reserve Funds	34,501,862	27,126,517
Accumulated Surplus	<u>\$ 189,593,938</u>	<u>\$ 170,727,216</u>

The Accumulated Surplus position increased by \$18.8 million between 2011 and 2012. Three significant items contributed to this change.

Firstly, the net investment in tangible capital assets increased by \$13.5 million to \$157.1 million (2011; \$143.6 million). New capital assets totaled \$17.8 million offset by disposals (\$0.5 million) and amortization (\$5.9 million). The net investment in tangible capital assets includes the debt financing associated with the assets. In 2012 debt financing totaled \$15.8 million (2011; \$17.5 million), a decrease of \$1.7 million largely due to the ongoing principal reduction. There was no new short and long term debt issued in 2012.

Secondly, the value of unfunded liabilities decreased by \$2.7 million. This change arises as a result of using a revised rate to reflect long term interest for discounting the value of future landfill closure obligations and is further explained in Note 9 of the financial statements.

Finally, Statutory Reserve Fund balances increased from \$27.1 million to \$34.5 million a change of \$7.4 million (2011; \$1.7 million) due to ongoing yearly reserve contributions for future capital needs as well as more capital projects being funded out of Development Cost Charges (DCCs) instead of Statutory reserves in 2012.

Consolidated Statement of Operations and Accumulated Surplus

The Consolidated Statement of Operations and Accumulated Surplus shows at a glance the Regional District's sources of revenues and the types of services to which we allocate resources.

The RDN is primarily a provider of basic services including solid and liquid waste disposal, water supply and distribution, public transportation, recreation programs and facilities, emergency call taking (E911) and fire protection services. This statement is prepared under Public Sector Accounting Board (PSAB) guidelines for government entities on a full accrual basis and includes amortization on capital assets and the estimated change in the balance of unfunded liabilities as if those dollars had been spent today.

Revenue increased by \$8.6 million between 2011 and 2012. The difference is accounted for in the Developer contributions where higher revenues indicate more capital projects being funded through the use of Development Cost Charges (DCCs). Major DCC funded projects included a third digester and a sedimentation tank at the Nanaimo Wastewater Treatment Plant and the addition of a second centrifuge at the French Creek Wastewater Treatment Plant. As at December 31, 2012 \$9.1 million in Development Cost funds had been used for these projects.

Expenses decreased from \$62.9 million in 2011 to \$57.7 million in 2012. The majority of the difference is attributed to the Solid Waste management unfunded liability for landfill closure cost and post-closure maintenance costs. Collaboration with our audit firm resulted in a revised discount rate used in 2012 that better reflects long-term interest rates and provides a more accurate present value to the liability.

Revenues of \$76.5 million were less than the budget estimate of \$81.7 million. The difference is found in the "Developer Contributions" line item. A drawdown accounting approach is applied to capital projects where revenues are recorded as project expenses are incurred. As at December 31, 2012, \$9.1 million in Development Cost Charge funds had been used for these projects vs. the \$13.2 million budgeted. The remainder will be transferred in from reserves in 2013.

The "Surplus for the Year" (\$18.9 million) is less than the budget surplus of \$22.3 million. This is because for year-end reporting purposes amortization and unfunded liabilities are included as additional cost items in accordance with accounting standards for government entities. Note 18 to the financial statements provides information on how the surplus as budgeted in the annual financial plan is converted to the budgeted surplus for year-end reporting. The annual financial plan prepared on a cash basis incorporates items such as capital expenditures, borrowing proceeds, debt payments and transfers to/from reserves where the year-end report incorporates amortization and unfunded liabilities only per the PSAB guidelines for government financial reporting. Capital asset purchases and debt servicing items are incorporated in the Statement of Financial Position under this model.

Reserve Fund Activity and Balances

A schedule summarizing transactions in reserve funds is included in the annual financial report as a schedule on pages 28 and 29. Reserve funds play a significant role in executing the capital plans of the Regional District and are highlighted for that reason.

The total value of reserve funds on hand at the end of 2012 was \$34.5 million (2011; \$27.1 million).

Highlights of reserve fund activity over the last three years are shown in the table below:

	2012	2011	2010
Contributions to reserve funds from annual budgets	\$6,894,034	\$6,046,278	\$4,105,393
Interest earned	681,821	666,795	494,411
Funds applied to approved expenditures	469,561	5,277,661	6,182,293

BOARD AND COMMITTEE MEMBER REMUNERATION AND EXPENSES

Attachment 2 to this report is the schedule of Board and Committee member remuneration and expenses (Page 26 in the SOFI report). Remuneration rates are reviewed and established by a Board appointed committee for the three year period between elections. 2011 remuneration rates reflect the review completed in 2008; current 2012 remuneration rates were established during the 2011 review.

Rates for attending additional meetings and meal per diems remained the same as in 2008. One third of remuneration is an exempt allowance for carrying out the duties of an elected official. Total 2012 remuneration for Board members and their alternates was \$301,890 (2011; \$257,968) an increase of \$43,922 or 17.0% year over year reflecting the additional meeting per diems paid during 2012 related to special purpose meetings. The number of committee and public meetings is increasing annually in relation to the increase in the activities of the RDN. Effective 2012 the Board Chairperson receives the Electoral Area Director allowance as well as the Chairperson's allowance.

The base remuneration rates for 2012 were as follows:

	Base Remuneration	EA Director/ Chairperson Allowance	Total	Change from 2011
Municipal Director	\$10,610	N/A	\$10,610	3.2%
Electoral Area Director	\$10,610	\$5,890	\$16,500	3.6%
Chairperson	\$10,610	\$20,285	\$30,895	25.2%
Other Public/Advisory Committee Meetings	\$70 per meeting attended			

Board member expenses include eligible mileage expenses while attending meetings for Regional District purposes, ferry fares, computer and telecommunications equipment operating costs, and attendance at the annual UBCM, AVICC and FCM conventions. Board member expenses totalled \$68,200 in 2012 compared to \$60,456 in 2011. The variance is a result of Electoral Area Directors attending more special purpose meetings in general and the associated reimbursement for mileage for those meetings.

SUMMARY/CONCLUSIONS:

The 2012 Consolidated Financial Statements have been prepared and audited within the framework of the accounting policies applicable to local governments in BC. The statements present, in all significant respects, the financial position of the Regional District of Nanaimo as at December 31, 2012. This is confirmed by the Independent Auditors' Report dated May 14, 2013.

The report on Board and Committee members' expenses and remuneration and the Statement of Financial Information, attached to this report, comply in all respects with the requirements of the *Local*

Government Act and the *Financial Information Act*. Staff recommend that these reports be received and approved.

RECOMMENDATION:

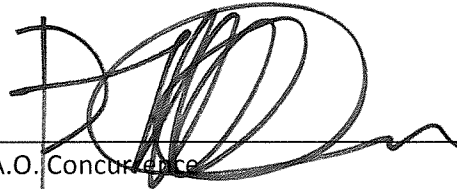
That the 2012 Annual Financial Report, Statement of Board and Committee Members Expenses, and Remuneration and the Statement of Financial Information be received and approved as presented.



Report Writer



Director of Finance Concurrence



C.A.O. Concurrence

Independent Auditors' Report

To the Members of the Board of the Regional District of Nanaimo:

We have audited the accompanying consolidated financial statements of the Regional District of Nanaimo, which comprise the consolidated statement of financial position as at December 31, 2012 and the consolidated statements of operations and accumulated surplus, change in net financial assets and cash flows and related schedules for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Regional District of Nanaimo as at December 31, 2012 and the results of its operations, change in net financial assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Other Matter

We do not express an opinion on the Gas Tax Revenue Transfer Programs schedule on page 31 or the General Revenue Fund schedules on pages 32 to 46 because our examination did not extend to the detailed information therein.

Nanaimo, British Columbia

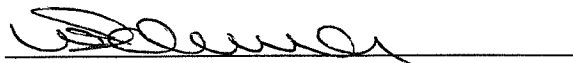
May 14, 2013

MNP LLP
Chartered Accountants

**REGIONAL DISTRICT OF NANAIMO
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2012**

		<u>2012</u>	<u>2011</u>
Financial Assets			
Cash and short-term deposits	(Note 2)	\$ 38,552,617	\$ 40,858,988
Accounts receivable	(Note 3)	7,302,072	5,794,149
Investments	(Note 4)	25,241,225	25,395,950
Other jurisdictions debt receivable	(Note 12)	42,805,447	45,196,676
Other assets	(Note 5)	13,739	13,739
		113,915,100	117,259,502
Financial Liabilities			
Short term loans	(Note 6)	2,437,653	2,842,400
Accounts payable	(Note 7)	6,280,619	6,376,284
Other liabilities	(Note 8)	4,220,171	3,728,510
Unfunded liabilities	(Note 9)	9,935,870	12,639,922
Deferred revenue	(Note 10)	18,697,842	22,631,513
Obligation under capital lease	(Note 13)	1,205,499	1,149,924
Long-term debt	(Note 11)	54,996,955	58,659,510
		97,774,609	108,028,063
Net Financial Assets		16,140,491	9,231,439
Non-financial Assets			
Tangible capital assets	(Note 14)	173,018,966	161,138,331
Prepaid expenses		401,843	328,514
Inventories		32,638	28,932
		173,453,447	161,495,777
Accumulated Surplus	(Note 15)	\$ 189,593,938	\$ 170,727,216

APPROVED:



W. Idema, CGA
Director of Finance

See notes to consolidated financial statements

**REGIONAL DISTRICT OF NANAIMO
CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS
FOR THE YEAR ENDED DECEMBER 31, 2012**

	<u>Budget</u> (Unaudited) (Note 18)	<u>2012</u>	<u>2011</u>
Revenue			
Property taxes	\$ 38,257,002	\$ 38,223,043	\$ 36,009,344
Operating revenues	20,704,874	20,149,347	19,383,685
Operating & other grants	7,909,086	6,911,392	7,040,436
Developer contributions	13,210,921	9,117,231	3,607,263
Other	1,336,863	907,467	796,701
Interest on investments	150,000	1,025,738	879,971
Grants in lieu of taxes	161,180	259,546	226,696
	<u>81,729,926</u>	<u>76,593,764</u>	<u>67,944,096</u>
Expenses			
General Government	1,605,228	1,340,401	1,777,165
Planning & Development	4,344,887	3,566,228	2,846,070
Wastewater & Solid Waste management	17,814,286	17,311,785	24,289,535
Water, Sewer & Street lighting	4,666,061	4,737,210	4,279,554
Public Transportation	16,432,854	15,907,321	15,180,321
Protective Services	3,593,174	3,973,328	3,876,012
Parks, Recreation & Culture	10,996,325	10,890,769	10,644,525
	<u>59,452,815</u>	<u>57,727,042</u>	<u>62,893,182</u>
Surplus for the year	\$ 22,277,111	\$ 18,866,722	\$ 5,050,914
Accumulated surplus, Beginning of the year	170,727,216	170,727,216	165,676,302
Accumulated surplus, End of the year (Note 15)	<u>\$ 193,004,327</u>	<u>\$ 189,593,938</u>	<u>\$ 170,727,216</u>

See notes to consolidated financial statements

**REGIONAL DISTRICT OF NANAIMO
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2012**

	<u>Budget</u> (Unaudited) (Note 18)	<u>2012</u>	<u>2011</u>
Surplus for the year	\$ 22,277,111	\$ 18,866,722	\$ 5,050,914
Acquisition of tangible capital assets	(29,588,737)	(17,860,026)	(15,187,321)
Amortization of tangible capital assets	-	5,908,569	5,591,354
Proceeds on disposal of tangible capital assets	-	80,344	282,427
Loss on disposal of tangible capital assets	-	(9,522)	88,308
Change in prepaid expenses	-	(73,329)	(50,077)
Change in inventories	-	(3,706)	1,313
Increase (decrease) in Net Financial Assets	(7,311,626)	6,909,052	(4,223,082)
Net Financial Assets, Beginning of the year	9,231,439	9,231,439	13,454,521
Net Financial Assets, End of the year (Pg. 3)	<u>\$ 1,919,813</u>	<u>\$ 16,140,491</u>	<u>\$ 9,231,439</u>

See notes to consolidated financial statements

**REGIONAL DISTRICT OF NANAIMO
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2012**

	<u>2012</u>	<u>2011</u>
Operating Transactions		
Surplus for the year	\$ 18,866,722	\$ 5,050,914
Non-cash items included in surplus		
Amortization of tangible capital assets	5,908,569	5,591,354
Contributed tangible capital assets	(1,475,000)	(751,686)
(Gain) Loss on disposal of tangible capital assets	(9,522)	88,308
Debt actuarial adjustments	(431,798)	(376,383)
Change in non-cash working capital balances related to operations		
(Increase) Decrease in accounts receivable	(1,507,923)	1,925,925
Decrease (Increase) in other assets	-	7,450
Increase (Decrease) in accounts payable	(95,665)	764,509
Increase (Decrease) in deferred revenues	(3,933,671)	(447,234)
Increase (Decrease) in other liabilities	491,661	317,498
(Increase) Decrease in prepaid expenses	(73,329)	(50,077)
Decrease (Increase) in inventory	(3,706)	1,313
Increase (Decrease) in unfunded liabilities	(2,704,052)	2,585,831
Cash provided by operating transactions	15,032,286	14,707,722
Capital Transactions		
Acquisition of tangible capital assets	(16,385,026)	(14,435,635)
Proceeds on disposal of tangible capital assets	80,344	282,427
Cash used in capital transactions	(16,304,682)	(14,153,208)
Investment Transactions		
Decrease (Increase) in long term investments	154,725	10,154,302
Other jurisdictions debt receivable	-	(8,000,000)
Cash provided by (used in) investment transactions	154,725	2,154,302
Financing Transactions		
Short and long term debt issued	-	10,994,695
(Decrease) Increase in capital lease obligation	55,575	122,917
Repayment of short and long-term debt	(1,244,275)	(1,081,589)
Cash provided by (used in) financing transactions	(1,188,700)	10,036,023
Net change in cash and short-term deposits	(2,306,371)	12,744,839
Cash and short-term deposits, Beginning of the year	40,858,988	28,114,149
Cash and short-term deposits, End of the year (Pg. 3)	\$ 38,552,617	\$ 40,858,988

See notes to consolidated financial statements

REGIONAL DISTRICT OF NANAIMO
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
for the year ended December 31, 2012

The Regional District was incorporated in 1967 under the provisions of the British Columbia Municipal Act. Its principal activities are the provision of district wide local government services to the residents of seven electoral areas and four municipalities within its boundaries. These services include general government administration, bylaw enforcement, planning and development services, building inspection, fire protection and emergency response planning, public transportation, parks and recreation, water supply and sewage collection, wastewater disposal, solid waste collection and disposal, and street lighting.

The financial operations of the Regional District are divided into three funds; capital fund, general revenue fund and reserve fund. For accounting purposes each fund is treated as a separate entity.

General Revenue Fund – represents the accumulated operating surplus of the Regional District which has not otherwise been allocated by the Board as reserves for special purposes.

Capital Fund – represents amounts which have been expended by or returned to the General Revenue Fund or a Reserve Fund for the acquisition of tangible capital assets and includes related debt and refunds of debenture debt sinking fund surpluses.

Reserves - represents that portion of the accumulated operating surplus that has been set aside to fund future expenditures. It includes both statutory reserves created by bylaw under the authority of the *Local Government Act* and reserve accounts, which may be used by the Board without legislative restrictions.

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Principles of Consolidation

The Regional District follows Canadian public sector accounting standards issued by the Public Sector Accounting Board (PSAB) of the Canadian Institute of Chartered Accountants (CICA).

Consolidated financial statements have been prepared in accordance with the recommendations of the Public Sector Accounting Board (PSAB). The consolidated financial statements include the activities related to all funds belonging to the one economic entity of the Regional District. In accordance with those standards inter-departmental and inter-fund transactions have been removed to ensure financial activities are recorded on a gross basis. The consolidated financial statements have been prepared on a going concern basis.

(b) Short-term deposits

Short-term deposits are carried at the lower of cost and market value which approximates market value.

(c) Long-term investments

Long-term investments are carried at cost less any amortized premium. It is the intention of the Regional District to hold these instruments to maturity. Any premium has been amortized on a straight-line basis using the earlier of the date of maturity or call date.

(d) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

REGIONAL DISTRICT OF NANAIMO
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
for the year ended December 31, 2012

1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

i. Tangible capital assets

Tangible capital assets are physical assets that are to be used on a continuing basis, are not for sale in the ordinary course of operations and have useful economic lives extending beyond a single year. Section 3150 of Public Sector Accounting Handbook requires governments to record and amortize the assets over their estimated useful lives. Tangible capital assets are reported at historical cost and include assets financed through operating budgets, short-term and long-term debt, and leases. Tangible capital assets when acquired are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development or betterment of the asset. Tangible capital asset cost less any estimated residual value, is amortized on a straight-line basis over estimated useful lives as follows:

Asset Category	Useful Life Range (years)
Land	n/a
Land Improvements	15 - 50
Building	20 - 50
Equipment, Furniture & Vehicles	5 - 20
Engineering Structures	
Water	25 - 75
Sewer	45 - 75
Wastewater	30 - 75
Solid Waste	20 - 50
Transportation	20 - 50

In the year of acquisition and in the year of disposal, amortization is recorded as half of the annual expense for that year. Assets under construction are not amortized until the asset is available for productive use.

ii. Contributions of tangible capital assets

Tangible capital assets received as contributions (examples are parklands as a result of subdivision, donated land and infrastructure built by property developers which is transferred to the Regional District) are recorded as assets and revenues at their fair value at the date of receipt.

iii. Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of a property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

iv. Inventories

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(e) Debt servicing cost

Interest is recorded on an accrual basis.

Long-term debt is obtained through the Municipal Finance Authority (MFA) whose policy is to issue debt denominated in Canadian dollars.

1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(f) Financial Instruments

Financial instruments consist of cash and short-term deposits, accounts receivable, investments, other jurisdictions debt receivable, short-term loans, accounts payable, other liabilities and long-term debt. Unless otherwise noted, it is management's opinion that the Regional District is not exposed to significant interest, currency or credit risk arising from these financial instruments.

(g) Revenue recognition

Revenues are recorded on an accrual basis and are recognized in the period in which they are earned.

Property tax revenues in the form of local government requisitions are recognized on an accrual basis. Interest and operating grants are recognized as earned. Capital grants and developer contributions are recognized as revenues in the year in which related expenditures are incurred. Operating revenues such as user fees, tipping fees, garbage and recycling collection fees are recognized as revenues on an accrual basis. Other revenues are recognized when received or receivable.

Government transfers are recognized as revenues in the period in which events giving rise to the transfer occur in accordance with existing PS 3410. PS 3410 requires recognition when a transfer is authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

(h) Expense recognition

Operating expenses are recorded on an accrual basis.

Estimates of employee future benefits are recorded as expenses in the year they are earned. Landfill closure and post closure costs are recognized as costs as landfill capacity is used.

(i) Contingent liabilities

Contingent liabilities are recognized in accordance with PS 3300, which requires that an estimate be recorded when it is likely that a future event will confirm that a liability has been incurred by the financial statement date and that the amount can be reasonably estimated.

(j) Use of Estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Significant areas requiring management estimates are the determination of employee retirement benefits, landfill closure and post closure liabilities, likelihood of collection of accounts receivable, useful lives of tangible capital assets and provisions for contingencies. Actual results may vary from those estimates and adjustments will be reported in operations as they become known. Changes to the underlying assumptions and estimates or legislative changes in the near term could have a material impact on the provisions recognized.

1. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(k) Recent accounting pronouncements

In February 2010, the Public Sector Accounting Board (PSAB) issued PS 3510 *Tax Revenue* to provide guidance on how to account for and report tax revenue in municipal financial statements. This section establishes recognition, measurement, presentation and disclosure requirements for tax revenue. PS 3510 is effective for fiscal years beginning on or after April 1, 2012. The Regional District expects to apply PS 3510 for its consolidated financial statements dated December 31, 2013. The Regional District does not expect the adoption of the new section to have a material impact on its consolidated financial statements.

In June 2010, the Public Sector Accounting Board (PSAB) issued PS 3260 *Liability for Contaminated Sites* to establish recognition, measurement and disclosure standards for liabilities associated with the remediation of contaminated sites. The new section defines activities included in a liability for remediation, establishes when to recognize and how to measure a liability for remediation, and provides the related financial statement presentation and disclosure requirements. PS 3260 is effective for fiscal years beginning on or after April 1, 2014. The Regional District expects to apply PS 3260 for its consolidated financial statements dated December 31, 2015. The Regional District has not yet determined the effect of the new section on its consolidated financial statements.

In March 2011, the Public Sector Accounting Board replaced and revised existing section PS 3410 *Government Transfers* with a newly amended section PS 3410. Newly issued PS 3410 establishes standards on how to account for and report government transfers to individuals, organizations and other governments from both a transferring government and a recipient government perspective. This section permits a recipient government to recognize government transfers as revenue when the transfer is authorized by the transferring government, unless the transfer creates a liability for the recipient. A liability is created as a result of the recipient government not yet meeting eligibility criteria or the existence of stipulations in the transfer agreement.

When a government transfer results in recognition of a liability, revenue is recognized by a recipient government as the liability is settled. A transferring government recognizes an expense when the transfer is authorized and the recipient has met all eligibility criteria.

Newly revised and issued PS 3410 may be applied prospectively or retroactively and is effective for fiscal years beginning on or after April 1, 2012; however, earlier adoption is encouraged. The Regional District expects to apply newly issued PS 3410 for its consolidated financial statements dated December 31, 2013. PS 3410 will be applied prospectively and the Regional District does not expect the adoption of the newly issued section to have a material impact on its consolidated financial statements.

2. CASH AND SHORT-TERM DEPOSITS

In 2012, all cash and short-term deposits were held by the General Revenue Fund. Interest income has been allocated to restricted receipt accounts (development cost charges), reserve accounts/funds and unexpended loan proceeds for capital projects based on the relative equity in each account.

REGIONAL DISTRICT OF NANAIMO
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
for the year ended December 31, 2012

3. ACCOUNTS RECEIVABLE

	<u>2012</u>	<u>2011</u>
Province of British Columbia	\$ 51,283	\$ 36,907
Government of Canada	1,108,614	1,106,460
Regional and local governments	1,356,058	1,619,355
Gas Tax Revenue Transfer program	858,613	295,921
BC Transit Annual Operating Agreement	1,695,436	755,624
Accrued investment interest	204,818	201,100
Solid Waste commercial accounts	615,708	542,277
Utility services customers	439,231	375,157
Developer DCC instalments	316,454	274,453
Other trade receivables	655,857	586,895
	<u>\$ 7,302,072</u>	<u>\$ 5,794,149</u>

4. INVESTMENTS

All investments are held by the General Revenue Fund and consist of term notes and bonds with varying yields and extendible maturity dates ranging from 2013 to 2018.

	<u>2012</u>	<u>2011</u>
Investments at cost less amortized premium	\$ <u>25,241,225</u>	\$ <u>25,395,950</u>

As at December 31, 2012, the following investments were held by the Regional District:

Investment	Amortized Purchase Price	Accrued Interest	Total Book Value	Market Value at December 31, 2012
BMO 2.00% extendible note	5,000,000	32,617	5,032,617	4,995,171
RBC 2.05% extendible note	5,000,000	10,952	5,010,952	5,000,000
RBC 4.84% deposit note	2,806,406	41,213	2,847,619	2,858,131
BNS 4.99% extendible note	2,809,114	36,365	2,845,479	2,858,147
CIBC 5.15% extendible note	2,815,926	9,877	2,825,803	2,851,149
BMO 5.05% deposit note	1,942,008	31,694	1,973,702	2,003,098
MUN 4.15% deposit note	2,077,329	18,414	2,095,743	2,208,127
RBC 5.45% extendible note	2,790,442	23,686	2,814,128	2,892,021
	<u>\$ 25,241,225</u>	<u>\$ 204,818</u>	<u>\$ 25,446,043</u>	<u>\$ 25,665,844</u>

5. OTHER ASSETS

	<u>2012</u>	<u>2011</u>
Security deposits for building or development permit applications	\$ <u>13,739</u>	\$ <u>13,739</u>

REGIONAL DISTRICT OF NANAIMO
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
for the year ended December 31, 2012

6. SHORT TERM LOANS

Municipal Finance Authority interim financing program loans totalling \$2,437,653 (2011, \$2,842,400) with interest only payable monthly, for the purchase of land to establish the Moorecroft Regional Park. During 2012, the principal amount of this short term loan was reduced by \$404,747. Interest rate at December 31, 2012 was 1.73%, an increase of 0.03% from 1.70%, the rate at January 1, 2012.

7. ACCOUNTS PAYABLE

	<u>2012</u>	<u>2011</u>
Payable to Provincial Government	\$ 277,124	\$ 292,373
Payable to other local governments	414,779	241,584
Trade and other payables	5,588,716	5,842,327
	<u>\$ 6,280,619</u>	<u>\$ 6,376,284</u>

8. OTHER LIABILITIES

	<u>2012</u>	<u>2011</u>
Wages and benefits payable	\$ 1,623,989	\$ 1,393,573
Retirement benefits payable	1,944,367	1,767,509
Other benefits payable	141,904	136,006
Permit deposits	509,911	431,422
	<u>\$ 4,220,171</u>	<u>\$ 3,728,510</u>

9. UNFUNDED LIABILITIES

Unfunded liabilities represent the estimated amount of cumulative future expenditures required to meet obligations which result from current operations. These liabilities are related to contractual employment obligations, and landfill operations which are governed by Provincial statute. Special reserves which have been set aside to meet those obligations are described below.

(a) Employee Benefits

- i. Retirement Benefits - Employees who retire qualify for a one time payout of up to 60 days of their accumulated unused sick leave. The Regional District calculates the value of this liability for employees aged 40 or older based on a statistical analysis of the age and length of service of its workforce. The reported liability reflects the likelihood that employees 55 or older will retire and become eligible for this benefit. The unfunded portion of the estimated employee retirement benefit liability is the difference between the total estimated liability of \$1,573,129 (2011, \$1,658,805) and the amount recorded in other liabilities (Note 8) of \$1,944,367 (2011-\$1,767,509). Employee retirement benefit payments are being funded by an accounting charge on wages paid in the year.
- ii. Other – Includes vacation pay adjustments and statutory and other benefits provided for in the collective agreement and which are paid in the normal course of business in the following year. The vacation pay liability at December 31, 2012 is \$100,442 (2011, \$104,383). The statutory benefits liability at December 31, 2012 is \$126,432 (2011, \$117,521).

REGIONAL DISTRICT OF NANAIMO
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 for the year ended December 31, 2012

9. UNFUNDED LIABILITIES (CONTINUED)

(b) Landfill Closure and Post Closure Maintenance Costs

In accordance with PS 3270 liabilities with respect to permanently closing and monitoring a landfill are incurred as landfill capacity is used. Landfill Closure costs include placing a permanent cover over the face of the landfill. Post Closure Maintenance costs include landfill gas monitoring, leachate collection system operation and general site maintenance for a period of 25 years after the landfill is permanently closed.

- i. Landfill Closure costs - are estimated based on the open area of the remaining unused capacity of the landfill site. In 2009 a revised design and operations plan was approved for the landfill which provides additional airspace for future needs. This plan extended the estimated life of the landfill to 2030 which has since been updated to 2034 based on most recent usage data. The plan includes remediation and reuse of previously filled areas as well as extending perimeter berms for the development of new airspace.

At December 31, 2012, there were approximately 1,952,171 cubic meters of airspace available for waste and daily cover. Landfill Closure costs are estimated at \$6,252,913 (2011, \$6,985,993). As at December 31, 2012, \$1,394,240 (2011, \$1,364,462) has been set aside in reserves for this purpose. The balance of Landfill Closure costs are expected to be funded by a combination of future reserve account contributions, operating budgets and/or borrowing.

- ii. Post Closure Maintenance costs – are costs estimated to manage the closed landfill for a statutory period of 25 years. Post Closure Maintenance costs are estimated using a number of factors including the percentage of landfill capacity already filled, the probable closure date, the regulated monitoring period, the estimated annual maintenance costs and a present value discount rate which is the difference between the long-term MFA borrowing rate and the current Consumer Price Index. The current estimate for annual Post Closure Maintenance costs is \$575,000 (2011, \$575,000). Total Post Closure Maintenance costs are estimated to be \$3,827,321 (2011, \$5,540,729) based on 59% of the total landfill capacity being filled at this date, a 22 year lifespan to 2034, final closure in 2034, and a discount rate of 2.34%. Post Closure Maintenance costs are expected to be funded by annual budget appropriations in the years in which they are incurred.

<u>Unfunded Liability Balances</u>	<u>2012</u>	<u>2011</u>
Employee Retirement Benefits	\$ (371,238)	\$ (108,704)
Employee Other Benefits	226,874	221,904
Landfill Closure Costs	6,252,913	6,985,993
Post Closure Maintenance Costs	3,827,321	5,540,729
Unfunded Liability	<u>\$ 9,935,870</u>	<u>\$ 12,639,922</u>
Reserves On Hand	<u>\$ 1,394,240</u>	<u>\$ 1,364,462</u>

(c) Change in Estimates

During the year, the Regional District decreased its liability for Landfill Closure costs to \$6,252,913 and Post Closure Maintenance costs to \$3,827,321 to reflect long-term interest rates for discounting the value of the liability. This change was applied prospectively and prior year results have not been restated. The effect in the current year of this change in estimate was to decrease Unfunded liabilities by \$684,056 and to decrease Wastewater & Solid Waste management expense by \$684,056.

REGIONAL DISTRICT OF NANAIMO
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 for the year ended December 31, 2012

10. DEFERRED REVENUE

	<u>2012</u>	<u>2011</u>
Parkland Cash-in-Lieu receipts	\$ 1,565,009	\$ 1,509,889
Development Cost Charges	<u>11,965,183</u>	<u>16,958,535</u>
Subtotal (Pg. 30)	13,530,192	18,468,424
Gas Tax Revenue Transfer program – Community Works Fund	4,104,552	3,499,633
Community Tourism Grant Program	575,480	-
Towns for Tomorrow Grant Program	99,702	177,217
General Revenue Fund	<u>387,916</u>	<u>486,239</u>
	<u>\$ 18,697,842</u>	<u>\$ 22,631,513</u>

Parkland Cash-in-Lieu - are amounts collected from developers under the authority of Section 941 of the Local Government Act, where the Board has determined that cash rather than land for parkland purposes may be accepted as a condition of subdivision. These funds are held for the purpose of purchasing parkland.

Development Cost Charges - are amounts collected or payable as a result of new subdivision or building developments under the authority of Section 933 of the *Local Government Act*. The purpose of Section 933 is to collect funds for infrastructure which will be built as a result of population growth. Development Cost Charge bylaws have been enacted for the future expansion of wastewater treatment facilities and a bulk water system.

Community Works Fund - is a program component of the federal government's "New Deal for Cities and Communities" which was established to transfer a portion of gas tax revenues to local governments to address infrastructure deficits. Additional information on the Regional District of Nanaimo's use of the Community Works Fund grants is included in the schedule on Pg. 31.

Towns for Tomorrow Grant Program – is a provincial program providing funding towards sustainability initiatives in smaller communities.

General Revenue Fund - consists of payments in advance for recreation programs, unredeemed recreation program awards, facility rental deposits and miscellaneous deferred revenue.

11. LONG-TERM DEBT

Debt is recorded and payable in Canadian dollars. It is the current policy of the Municipal Finance Authority to secure debt repayable only in Canadian dollars.

Details of long-term debt, including debt issue numbers, maturity dates, interest rates and outstanding amounts, are summarized in the Schedule of Long-Term Debt on pages 24 to 27.

	<u>2012</u>	<u>2011</u>
Long term debt - Regional District services	\$ 12,191,508	\$ 13,462,834
Vancouver Island Regional Library	7,857,359	8,000,000
Member municipalities	<u>34,948,088</u>	<u>37,196,676</u>
Total Long Term Debt	<u>\$ 54,996,955</u>	<u>\$ 58,659,510</u>

Payments of principal on issued debt of the Regional District, not including member municipalities, for the next five years are:

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>TOTAL</u>
\$982,261	\$853,292	\$853,390	\$710,152	\$701,265	<u>\$ 4,100,360</u>

REGIONAL DISTRICT OF NANAIMO
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 for the year ended December 31, 2012

12. OTHER JURISDICTIONS DEBT RECEIVABLE

Pursuant to the *Local Government Act*, the Regional District acts as the agency through which its member municipalities and other jurisdictions borrow funds from the Municipal Finance Authority. The annual cost of servicing this debt is recovered entirely from the borrowing jurisdiction. However, the Regional District is joint and severally liable for this debt in the event of default.

	<u>2012</u>	<u>2011</u>
City of Parksville	\$ 3,093,834	\$ 3,412,754
City of Nanaimo	31,854,254	33,783,922
Vancouver Island Regional Library	7,857,359	8,000,000
	<u>\$ 42,805,447</u>	<u>\$ 45,196,676</u>

13. OPERATING AND CAPITAL LEASES

The Regional District has financed assets under capital leases in the amount of \$1,375,073 (2011, \$1,308,775). The assets include two fire trucks; one Zamboni ice cleaner, several road vehicles, landfill site mobile equipment and photocopiers. The 2012 capital lease principal payments totalled \$379,775 (2011, \$564,147). The outstanding obligation balance for leased capital assets as at December 31, 2012 was \$1,205,499 (2011, \$1,149,924).

All capital leases are held by the MFA Leasing Corporation. While payments are fixed for the term of the lease, interest rates are variable daily based upon the Canadian prime rate minus 1.0%. An interest adjustment is made at the time of the final payment. In 2012, interest expenditures related to lease liabilities were \$20,695 (2011, \$26,381).

Lease payment commitments for the next five years are:

Capital Leases

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>TOTAL</u>
\$323,501	\$257,615	\$477,151	\$196,312	\$0	\$ 1,254,579
	Less: Imputed Interest				(49,080)
	Net Obligation under Capital Lease (Pg. 3)				<u>\$ 1,205,499</u>

Operating Leases – there are no operating lease commitments as at December 31, 2012.

14. TANGIBLE CAPITAL ASSETS

Net Book Value	<u>2012</u>	<u>2011</u>
Land	\$ 37,954,882	\$ 36,525,748
Land improvements	3,997,934	3,874,284
Buildings	33,027,851	26,031,450
Engineered structures	77,669,005	78,858,291
Equipment, furniture and vehicles	9,399,429	9,561,064
Assets under construction	10,969,865	6,287,494
	<u>\$ 173,018,966</u>	<u>\$ 161,138,331</u>
Owned tangible capital assets	\$ 171,643,893	\$ 159,829,556
Leased assets	1,375,073	1,308,775
	<u>\$ 173,018,966</u>	<u>\$ 161,138,331</u>

REGIONAL DISTRICT OF NANAIMO
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 for the year ended December 31, 2012

14. TANGIBLE CAPITAL ASSETS (CONTINUED)

In 2012, parkland dedications valued at \$1,475,000 were accepted and recorded as contributed assets. During 2011 parkland dedications and water systems built by others valued at \$751,686 were accepted and recorded as contributed assets.

The Consolidated Schedule of Tangible Capital Assets (Pg. 23) provides details of acquisitions, disposals and amortization for the year.

15. ACCUMULATED SURPLUS

The Accumulated Surplus consists of individual fund surpluses (deficits) and reserves as follows:

	<u>2012</u>	<u>2011</u>
Surplus		
General Revenue Fund Net Operating Surplus (Note 16)	\$ 9,385,386	\$ 10,994,084
Net investment in Tangible capital assets (Note 17)	157,184,306	143,683,173
Capital Fund advances	(3,990,217)	(817,945)
Unfunded liabilities	(9,935,870)	(12,639,922)
	<u>152,643,605</u>	<u>141,219,390</u>
General Revenue Fund Reserve Accounts		
Landfill expansion	262,678	257,068
Landfill closure	1,394,240	1,364,462
Property insurance deductible-fire departments	37,535	38,267
Liability insurance deductible	141,523	138,500
Regional Sustainability Initiatives	97,787	112,053
Regional parks and trails donations	12,027	10,385
Vehicle fleet replacement (various departments)	502,681	460,574
	<u>2,448,471</u>	<u>2,381,309</u>
Statutory Reserve Funds (Pg. 29)	\$ 34,501,862	\$ 27,126,517
Total Reserves	<u>\$ 36,950,333</u>	<u>\$ 29,507,826</u>
Accumulated Surplus (Pg. 3)	<u>\$ 189,593,938</u>	<u>\$ 170,727,216</u>

16. CONSOLIDATION ADJUSTMENTS

The figures reported in the consolidated financial statements differ from the supporting schedules due to differences in grouping and presentation as well as the elimination of inter-fund and inter-departmental transactions. The Net Operating Surplus in the General Revenue Fund Schedule of Revenue and Expenditures has been adjusted as follows to conform to PSAB requirements:

	<u>2012</u>	<u>2011</u>
Net Operating Surplus (Pg. 32)	\$ 9,264,932	\$ 10,871,001
Add: Water User Fee Revenue year end accrual (billed May 2013)	120,454	123,083
Net Operating Surplus adjusted for statement presentation (Note 15)	<u>\$ 9,385,386</u>	<u>\$ 10,994,084</u>

**REGIONAL DISTRICT OF NANAIMO
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
for the year ended December 31, 2012**

17. NET INVESTMENT IN TANGIBLE CAPITAL ASSETS

Net investment in Tangible capital assets represents the historic cost of capital expenditures less debt obligations incurred to purchase and develop the infrastructure.

	<u>2012</u>	<u>2011</u>
Tangible capital assets (Pg. 3)	\$ 173,018,966	\$ 161,138,331
Short term loans (Pg. 3)	(2,437,653)	(2,842,400)
Obligation under capital lease (Pg. 3)	(1,205,499)	(1,149,924)
Long-term debt - Regional District only (Note 11)	(12,191,508)	(13,462,834)
Net investment in Tangible capital assets (Note 15)	<u>\$ 157,184,306</u>	<u>\$ 143,683,173</u>

18. BUDGET FIGURES

Budget figures are unaudited and represent the Financial Plan Bylaw adopted by the Board on April 24, 2012. The financial plan includes capital expenditures but does not include amortization expense. The financial plan forms the basis for taxation and fees and charges rates which may be required for a particular year. The following reconciliation of the budgeted "Surplus for the year" shown on Pg. 4 is provided to show which items must be added or removed to reflect to the budgeted financial plan values which are shown compared to actual expenditures on Pg.32 (General Revenue Fund Schedule of Revenue and Expenditures).

	<u>2012 Budget</u>
Budgeted Surplus for the year (Pg. 4)	\$ 22,277,111
Add:	
Transfers from reserves	4,371,925
Proceeds of borrowing	4,919,545
Prior year operating surplus	10,860,007
Less:	
Capital expenditures	(29,588,737)
Debt principal repayments/actuarial adjustments	
Budgeted principal payments	4,287,712
Add: Actuarial Adjustments	431,798
Less: Principal payments for member municipalities	<u>(1,870,890)</u>
Capital lease principal payments included in equipment operating expenditure	(309,575)
Transfer to reserves	<u>(5,416,036)</u>
Consolidated Budgeted Surplus, per Regional District of Nanaimo Financial Plan Bylaw No.1658.01 (Pg. 32)	<u>\$ 4,265,620</u>

19. MUNICIPAL FINANCE AUTHORITY RESERVE DEPOSITS

The Regional District secures its long term borrowing through the Municipal Finance Authority. As a condition of these borrowings a portion of the debenture proceeds are retained by the Authority as a debt reserve fund. As at December 31, 2012 the Regional District had debt reserve funds of \$365,431 (2011, \$354,715).

REGIONAL DISTRICT OF NANAIMO
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
for the year ended December 31, 2012

20. NORTH ISLAND 9-1-1 CORPORATION

A 9-1-1 emergency call answering service is provided by the North Island 9-1-1 Corporation, which is owned by the Regional Districts of Comox Valley, Strathcona, Mount Waddington, Alberni Clayoquot, Nanaimo and Powell River. The shares in the corporation are owned as follows:

Alberni Clayoquot	3 shares
Comox Valley	6 shares
Strathcona	4 shares
Mount Waddington	1 share
Nanaimo	5 shares
Powell River	2 shares

The Regional District's investment in shares of the North Island 911 Corporation is recorded at cost as it does not fall under the definition of a government partnership (PS3060.06). The Regional District's share of the corporation is equal to 23.8% and the degree of control is proportionate to the ownership share. As no benefits are expected from the ownership, it has not been accounted for as an equity investment.

21. PENSION LIABILITY

The Regional District of Nanaimo and its employees contribute to the Municipal Pension Plan (the Plan), a jointly trustee pension plan. The Board of Trustees, representing plan members and employers, is responsible for overseeing the management of the Plan, including investment of the assets and administration of benefits. The Plan is a multi-employer contributory pension plan. Basic pension benefits provided are defined. The Plan has about 176,000 active members and approximately 67,000 retired members. Active members include approximately 35,000 contributors from local governments.

Every three years an actuarial valuation is performed to assess the financial position of the Plan and the adequacy of plan funding. The most recent valuation as at December 31, 2009 indicated an unfunded liability of \$1.024 billion for basic pension benefits. The next valuation will be as at December 31, 2012 with results available in 2013. Defined contribution plan accounting is applied to the Plan as the Plan exposes the participating entities to actuarial risks associated with the current and former employees of other entities, with the result that there is no consistent and reliable basis for allocating the obligation, Plan assets and cost to individual entities participating in the Plan. This note represents the most current information at the time of the financial audit. The Regional District of Nanaimo paid \$1,534,741 (2011, \$1,448,443) for employer contributions to the plan in fiscal 2012.

22. CONTINGENT LIABILITIES

Contingent liabilities are recognized by the Regional District in accordance with PS3300.15. As at December 31, 2012 there were outstanding claims against the Regional District, however, no liability has been accrued because amounts are undeterminable and the likelihood of the Regional District having to make payment is uncertain.

23. ENVIRONMENTAL REGULATIONS

The Regional District is subject to environmental regulations which apply to a number of its operations. These regulations may require future expenditures to meet applicable standards and subject the Regional District to possible penalties for violations. Amounts required to meet these obligations will be charged to operations when incurred and/or when they can be reasonably estimated.

REGIONAL DISTRICT OF NANAIMO
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
 for the year ended December 31, 2012

24. EXPENDITURES BY OBJECT

	<u>Budget</u>	<u>2012</u>	<u>2011</u>
Operating goods and services	\$ 32,179,433	\$ 28,641,379	\$ 29,600,852
Wages and benefits	25,800,571	24,739,747	23,933,486
Debt interest	1,472,811	1,141,399	1,181,659
Amortization expense	-	5,908,569	5,591,354
Unfunded expenditures (Note 9)	-	(2,704,052)	2,585,831
Total Expenditures by Object	<u>\$ 59,452,815</u>	<u>\$ 57,727,042</u>	<u>\$ 62,893,182</u>

25. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform to the presentation adopted in the current year.

REGIONAL DISTRICT OF NANAIMO
SCHEDULE OF STATUTORY RESERVE FUND ACTIVITY AND FUND BALANCES
AS AT DECEMBER 31, 2012

	Balance January 1, 2012	Interest Income	Contributions by Developers & Others	MFA surplus and refunds	Contributions from/(to) Operating Fund	Transfers to Capital Funds	Feasibility, legal & other costs or transfers	Balance December 31, 2012
General Government & Planning								
Feasibility Studies	\$ 67,492				(413)			\$ 67,079
Administration Information Systems/Building	\$ 1,377,510	31,211			145,050			\$ 1,553,771
Local Government Elections	\$ 49,369	1,078						\$ 50,447
Regional Growth Strategy	\$ 46							\$ 46
Building Inspection	\$ 186,865	4,463			50,000			\$ 241,328
Planning legal	\$ -	253			33,000			\$ 33,253
Carbon Action Revenue Incentive Program	\$ 114,362	3,472	72,814			(16,854)		\$ 173,794
Carbon Neutral	\$ -	323			42,125			\$ 42,448
	\$ 1,795,644	\$ 40,800	\$ 72,814		\$ 269,762	\$ (16,854)		\$ 2,162,166
Wastewater & Solid Waste Management								
Solid Waste Management	\$ 3,564,243	77,854			19,997	(7,097)		\$ 3,654,997
Nanoose Wastewater	\$ 403,317	9,642			73,925			\$ 486,884
Northern Community Wastewater	\$ 1,923,872	52,876	120,079		1,864,083	(120,785)		\$ 3,840,125
Southern Community Wastewater	\$ 13,609,826	362,041			2,030,536	(31,780)		\$ 15,970,623
Duke Point Wastewater	\$ 59,258	1,567			35,685			\$ 96,510
	\$ 19,560,516	\$ 503,980	\$ 120,079		\$ 4,024,226	\$ (159,662)		\$ 24,049,139
Water, Sewer & Street Lighting								
Surfside Sewer	\$ 32,093	850			19,440			\$ 52,383
Pacific Shores Sewer	\$ 2,051							\$ 2,051
French Creek Sewer	\$ 483,614	10,725	41,196					\$ 535,535
Barclay Cres Sewer DCCs	\$ -		1,059					\$ 1,059
Cedar Estates Stormwater	\$ 2,000	47			3,000			\$ 3,000
Englishman River Stormwater	\$ 137,580	3,003			5,000			\$ 140,583
Madrona Water	\$ 194,406	4,243						\$ 198,649
Fairwinds Water	\$ -							\$ -
Surfside Water	\$ 7,226	174			3,250			\$ 10,650
Arbutus Park Estates Water	\$ 39,281	857						\$ 40,138
West Bay Estates Water	\$ 5,895	111			1,000			\$ 7,006
Decourcy Water	\$ -				1,000			\$ 1,000
Melrose Water	\$ 270,654	7,177			163,303			\$ 446,937
Nanoose Bay Peninsula Water	\$ 202,656	4,424	5,803					\$ 207,080
Nanoose Bay Water	\$ 120,849	3,286			84,500			\$ 208,635
Englishman River Water	\$ -							\$ -

REGIONAL DISTRICT OF NANAIMO
SCHEDULE OF STATUTORY RESERVE FUND ACTIVITY AND FUND BALANCES
AS AT DECEMBER 31, 2012

	Balance January 1, 2012	Interest Income	Contributions by Developers & Others	MFA surplus and refunds	Contributions from/(to) Operating Fund	Transfers to Capital Funds	Feasibility, legal & other costs or transfers	Balance December 31, 2012
San Pareil Water	\$ 1,640	76			8,000			\$ 9,716
Whiskey Creek Water	\$ 52,451	1,275			17,000			\$ 70,726
Nanoose AWS Bulk Water	\$ 67,430	1,072	2,346		4,320			\$ 75,168
French Creek AWS Bulk Water	\$ 709,407	16,334			160,565	(13,534)		\$ 872,772
Drinking Water/Watershed Protection	\$ 109,541	2,391			(111,932)			\$ -
Englishman River Street lighting	\$ 17,053	372			2,500			\$ 2,500
Fairwinds Street lighting	\$ 10,220	243			2,500			\$ 17,425
Morningstar Street lighting	\$ 2,466,047	56,660	50,404	-	363,446	(13,534)		\$ 2,923,023
Public Transportation								
Transit	0	1,362			1,177,410			\$ 1,178,772
Descanso Bay Emergency Wharf	\$ 27,663	619			2,000			\$ 30,282
	\$ 27,663	1,981	-	-	1,179,410	-	-	\$ 1,209,054
Protective Services								
Coombs Hilliers Fire	\$ 227,605	6,115			113,800			\$ 347,520
Errington Fire	\$ 381,865	8,419	1,566		40,925			\$ 432,775
Extension Fire	\$ 146,791	3,602			51,940			\$ 202,333
Nanoose Fire	\$ 323,853	7,416			105,000			\$ 436,269
Dashwood Fire	\$ 470,762	10,583			60,000	(68,867)		\$ 472,478
Bow Horn Bay Fire	\$ 129,180	3,086			38,420			\$ 170,686
Nanaimo River Fire	\$ 52,513	1,245			12,947			\$ 66,705
Cassidy Waterloo Fire	\$ -	740			2,175			\$ 2,175
Emergency Planning	\$ 29,575	740			12,275	(42,000)		\$ 590
Bylaw Enforcement	\$ 54,011	1,256			32,019			\$ 87,286
District 68 911 Service	\$ 129,451	2,825						\$ 132,276
	\$ 1,945,606	45,287	1,566	-	469,501	(110,867)	-	\$ 2,351,093
Parks, Recreation & Culture								
Area B Recreation	\$ -				5,554			\$ 5,554
Extension Recreation	\$ 35,902	772					(812)	\$ 35,862
Community Parks	\$ 819,281	18,752	25,000		99,800	(84,325)		\$ 878,508
Regional Parks	\$ 141,371	5,908			367,635			\$ 514,914
Regional Parks Development	\$ -	67			10,000			\$ 10,067
Recreation & Culture	\$ 334,487	7,614			104,700	(84,319)		\$ 362,482
	\$ 1,331,041	33,113	25,000	-	587,689	(168,644)	(812)	\$ 1,807,387
TOTAL ALL RESERVE FUNDS	\$ 27,126,517	\$681,821	\$269,863	\$0	\$6,894,034	(\$469,561)	(\$812)	\$ 34,501,862

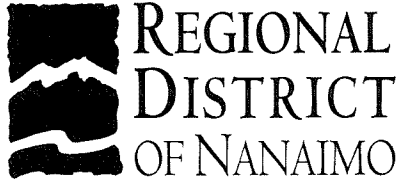
See notes to consolidated financial statements

ATTACHMENT 2

**REGIONAL DISTRICT OF NANAIMO
REPORT OF DIRECTORS REMUNERATION & EXPENSES FOR 2012**

Area 2012 Board G (Chairperson)	Name	Remuneration				Total 2011	Expenses		Total 2012	Total 2011
		Taxable Payroll	Exempt Allowance	Total 2012	Total 2011		2012	2011		
	Stanhope, J.	\$ 26,511.75	\$ 13,121.66	\$ 39,633.41	\$ 30,318.23	\$ 12,955.75	\$ 14,520.50	\$ 52,589.16	\$ 44,838.73	
A	Burnett, J.	\$ 16,782.03	\$ 8,370.03	\$ 25,152.06	\$ 20,384.86	\$ 7,713.11	\$ 9,608.00	\$ 32,865.17	\$ 29,992.86	
B	McPherson, A.	\$ 15,006.73	\$ 7,503.37	\$ 22,510.10	\$ 16,704.87	\$ 6,029.47	\$ 3,576.27	\$ 28,539.57	\$ 20,281.14	
C	Rudischer, G.	\$ 15,153.76	\$ 7,576.70	\$ 22,730.46	\$ 19,854.86	\$ 10,182.83	\$ 5,667.91	\$ 32,913.29	\$ 25,522.77	
E	Houle, H.	\$ 15,146.73	\$ 7,573.37	\$ 22,720.10	\$ 19,664.86	\$ 5,795.75	\$ 8,471.82	\$ 28,515.85	\$ 28,136.68	
F	Young, M.	\$ 15,128.13	\$ 7,540.04	\$ 22,668.17	\$ 16,394.86	\$ 7,626.91	\$ 4,980.83	\$ 30,295.08	\$ 21,375.69	
F	Holme, G.	\$ 15,652.36	\$ 7,703.37	\$ 23,355.73	\$ 21,629.88	\$ 10,963.83	\$ 9,776.33	\$ 34,319.56	\$ 31,406.21	
H	Biggemann, L.	\$ 8,080.05	\$ 4,040.02	\$ 12,120.07	\$ 10,490.39	\$ 5,175.50	\$ 84.50	\$ 12,637.57	\$ 10,574.89	
	Fell, J.	\$ 8,620.04	\$ 4,310.02	\$ 12,930.06	\$ 720.00	\$ 542.25	\$ 24.14	\$ 13,472.31	\$ 744.14	
	Bartram, D.	\$ 7,780.05	\$ 3,890.02	\$ 11,670.07	\$ 12,910.38	\$ 373.03	\$ 414.78	\$ 12,043.10	\$ 13,325.16	
	Veenhof, B.	\$ 7,400.05	\$ 3,700.02	\$ 11,100.07	\$ 400.00	\$ 406.87	\$ 56.17	\$ 11,506.94	\$ 456.17	
Lantzville	McPherson, A.	\$ 8,173.38	\$ 4,086.69	\$ 12,260.07	\$ 11,540.39	\$ 647.62	\$ 369.67	\$ 12,907.69	\$ 11,910.06	
Lantzville	Greves, G.	\$ 7,593.38	\$ 3,796.69	\$ 11,390.07	\$ 10,630.39	\$ 342.75	\$ 313.92	\$ 11,732.82	\$ 10,979.53	
Nanaimo	Holdom, W.	\$ 7,073.38	\$ 3,536.69	\$ 10,610.07	\$ 11,260.39	\$ 130.21	\$ 128.14	\$ 10,740.28	\$ 11,574.31	
Nanaimo	Bestwick, B.	\$ 7,380.05	\$ 3,690.02	\$ 11,070.07	\$ 10,420.39	\$ 469.41	\$ 122.57	\$ 11,539.48	\$ 10,408.53	
Nanaimo	Johnstone, D.	\$ 8,593.38	\$ 4,296.69	\$ 12,890.07	\$ 10,147.75	\$ 1,348.99	\$ 30.64	\$ 14,239.06	\$ 10,178.39	
Nanaimo	Kipp, J.	\$ 8,153.38	\$ 4,076.69	\$ 12,230.07	\$ 10,767.75	\$ 1,621.28	\$ 934.52	\$ 13,851.35	\$ 11,702.27	
Nanaimo	Ruttan, J.	\$ 198,228.63	\$ 98,812.09	\$ 297,040.72	\$ 257,018.20	\$ 67,667.56	\$ 60,358.31	\$ 364,708.28	\$ 317,376.51	
Nanaimo	Sherry, L.	\$ 200.00	\$ 100.00	\$ 300.00	\$ 80.00	\$ -	\$ 35.74	\$ 300.00	\$ 115.74	
Nanaimo	Anderson, G.	\$ 53.33	\$ 26.67	\$ 80.00	\$ 80.00	\$ -	\$ -	\$ 80.00	\$ -	
Nanaimo	Hartman, V.	\$ 160.00	\$ 80.00	\$ 240.00	\$ 230.00	\$ -	\$ 9.29	\$ 240.00	\$ 239.29	
Nanaimo	Cuthbertson, S.	\$ 446.67	\$ 223.33	\$ 670.00	\$ 80.00	\$ 121.39	\$ -	\$ 791.39	\$ 80.00	
Nanaimo	Pinker, C.	\$ 320.00	\$ 160.00	\$ 480.00	\$ -	\$ 141.97	\$ -	\$ 621.97	\$ -	
Nanaimo	Van Eynde, F.	\$ 53.33	\$ 26.67	\$ 80.00	\$ -	\$ 38.80	\$ -	\$ 118.80	\$ -	
Nanaimo	Salter, L.	\$ 106.67	\$ 53.33	\$ 160.00	\$ -	\$ -	\$ -	\$ 160.00	\$ -	
Nanaimo	Derkach, L.	\$ 100.00	\$ 50.00	\$ 150.00	\$ 400.00	\$ -	\$ 27.86	\$ 150.00	\$ -	
Nanaimo	Wahlgren, R.	\$ 640.00	\$ 320.00	\$ 960.00	\$ -	\$ 62.08	\$ -	\$ 960.00	\$ 427.86	
Nanaimo	de Jong, J.	\$ 640.00	\$ 320.00	\$ 960.00	\$ 160.00	\$ 168.13	\$ 25.07	\$ 1,022.08	\$ -	
Nanaimo	Pattje, J. F.	\$ 360.00	\$ 180.00	\$ 540.00	\$ -	\$ -	\$ -	\$ 708.13	\$ 185.07	
Nanaimo	Mckay, B.	\$ 153.33	\$ 76.67	\$ 230.00	\$ -	\$ -	\$ -	\$ 230.00	\$ -	
Nanaimo	Burger, C.	\$ 3,233.33	\$ 1,616.67	\$ 4,850.00	\$ 950.00	\$ 532.37	\$ 97.96	\$ 5,382.37	\$ 1,047.96	
Nanaimo	Tanner, S.	\$ 201,461.96	\$ 100,428.76	\$ 301,890.72	\$ 257,968.20	\$ 68,199.93	\$ 60,456.27	\$ 370,090.65	\$ 318,424.47	
	TOTAL									

CONTRACTS IN WHICH COUNCIL MEMBERS HAVE A DIRECT OR INDIRECT PECUNIARY INTEREST DISCLOSED UNDER THE COMMUNITY CHARTER SECTION 107
 Elected Official
 Willie, D Director
 Associated Business
 Black & White Party Rentals Ltd.
 Description of Contract
 April 16 - December 20, 2012 - Provision of rental supplies for various events
 Value
 \$2,469.92



RDN REPORT	
CAO APPROVAL <input checked="" type="checkbox"/>	
EAP	<input type="checkbox"/>
COW	<input checked="" type="checkbox"/>
JUN 03 2013	
RHD	<input type="checkbox"/>
BOARD	<input type="checkbox"/>

MEMORANDUM

TO: Paul Thorkelsson
Chief Administrative Officer

DATE: May 31, 2013

FROM: Wendy Idema
Director of Finance

FILE:

SUBJECT: Correspondence from M.J. Gray re: Nanoose Bay Fire Protection Service

PURPOSE:

To bring forward correspondence received from Mr. M. J. Gray regarding the Nanoose Bay Fire Protection Service (NFPS) and to provide information in response to his request for a third party audit of the Nanoose Fire Protection Society/Volunteer Fire Department.

BACKGROUND:

RDN Staff have exchanged correspondence with Mr. Gray since October, 2012 and also met with him in February to directly discuss his questions on the operations and finances of the Nanoose Bay Fire Department. The Board of the NFPS have been exchanging correspondence with Mr. Gray as well and they met with him in March to discuss his questions. They have advised him their Board members are available for further meetings to discuss his concerns along with the Fire Chief. Staff received the attached letter (Attachment A) from Mr. Gray dated May 7, 2013 identifying his concerns along with his request that a third party audit be conducted on the Nanoose Fire Protection Society/Volunteer Fire Department. Considerable resources have been allocated to reviewing Mr. Gray’s concerns over the past several months and staff are providing the following comments on a number of the items included in his letter.

1. With regard to Mr. Gray’s contact with Kelly Gilday of the Office of the Fire Commissioner (OFC), Mr. Gilday has provided the attached e-mail in response (Attachment B) indicating he did not advise Mr. Gray to request a third party audit and that the cost of turnout gear at \$3,000 per set is in line with standard pricing. Mr. Gilday’s advice to Mr. Gray was to contact the local authority about any concerns.
2. Mr. Gray’s letter includes comments on the training standards in place for the Nanoose Bay Fire Department per their Policy # 10 (Attachment C) in relation to recommended standards of the OFC and the Information Bulletin (Attachment D) issued by Emergency Management BC (EMBC) regarding a local government’s responsibility for training standards. Staff note the Information Bulletin issued by EMBC includes the following:
 - When introduced (Minister’s Order No 368 issued in 2002 that sets the standard as those of the NFPA), the training standard for fire service personnel was not a mandatory requirement that local governments and local authorities with fire departments were required to adopt.

- Encourages all local governments and authorities to review the services offered by their fire departments and ensure the bylaws and policies they have in place reflect those services, and adequately address the safety of their firefighters.
- Policies should be reviewed to ensure they reflect an appropriate standard for the training provided to their firefighters for the specific types of services identified in their bylaw as services of the Fire Department.

The RDN agreement with the NFPS as well as with all of the volunteer departments we contract with for the provision of firefighting service does not set required training standards. The agreement includes the following requirements:

- The Society will operate the equipment and in all other ways provide the Services without negligence and in accordance with standards of operation maintained by other volunteer fire departments of similar size and facilities, or operational guidelines as may be established by the Regional District in consultation with the Society.
- The Society will comply with all enactments as defined in the *Interpretation Act* and all orders and requirements under an enactment including orders and requirements of the Workers' Compensation Board.

Additionally, Schedule A of the agreement includes the following for services to be provided:

- fire prevention and suppression, including, without limiting the generality of the foregoing, training of volunteer firefighters, inspections, enforcement of enactments relating to fire prevention and suppression, elimination of fire hazards and attending at fires for the purpose of containing and extinguishing the fires and to provide assistance to persons and animals.

3. Mr. Gray has included a section on Financial Management Issues of Concern in his letter as well which staff provide the following responses:

- With regard to his comment on the tax requisition increase from 2007 to 2013 at 103%, this translates to a tax rate increase from 2007 of \$13.70 per \$100,000 of assessed value almost all of which is attributable to capital items – the new fire hall referendum process advertised a \$13.70 impact to tax rates. The increases have been phased in over time with additional transfers to reserve and do also incorporate some changes to volunteer compensation as well as the purchase of additional fire trucks.
- The Nanoose Fire Department's financial activities are incorporated with the RDN's and are included in our budgeting, audit and financial reporting processes. The NFPS does not maintain a separate set of books and are not required to prepare their own set of audited financial statements per their agreement with the RDN. They are a non-reporting Society under the BC Society Act, and the only change needed is an update to their bylaws to correctly reflect that they are a non-reporting society with no requirement for an audit.
- Regarding operating vs: capital costs and payments to the fire chief related to construction of the new hall, all costs identified as related to the capital project are being included in the capital project accounting for which we have a specific budget. It has been a customary practice to involve fire department volunteers in capital projects as much as is practical, and it has been found to be a cost effective method of completing portions of the work because of their interest in seeing the project done well. Specifically in this case in relation to the installation of the

exhaust system for the hall, the general contractor quoted a price of \$41,107 for installation, and we agreed to have fire department staff install it instead at a cost of \$5,500.

- The Nanoose Bay Fire Chief worked many additional hours in relation to the new hall construction project and the NFPS made a decision to allocate a portion of their budget to a one-time increased honorarium for the Chief in recognition of that work which is the cause of the increased honorarium figure over 2011/2012.
4. With regard to Mr. Gray's comparisons between the Nanoose Bay Fire Department and the Parksville Fire Department, Mr. Gray is only looking at a portion of the Parksville Fire Department's expenses. He has not included the activities and associated wages (\$370,000 budget for 2013) of the 3 full time (Chief, Assistant and Deputy) paid staff in Parksville. As well, Parksville pays officers from their volunteer pool \$200 per day when they are on duty and budgets \$115,000 for training vs: Nanoose Bay's \$25,000. Parksville's entire fire service budget including capital for 2013 is \$1,263,613 vs: Nanoose Bay's of \$775,325. As well, Nanoose Bay's budget includes the debt servicing in relation to the new fire hall and an allocation of administration costs for RDN administration and liability insurance which in a municipality such as Parksville are included in a separate budget – they are not required to allocate costs to all services as the RDN is. Comparisons between a volunteer fire department and a municipal department are very difficult to make as they are managed and run very differently.
 5. Mr. Gray indicates in his letter that he believes his recommendation for a third party audit is separate from the RFP for Fire and Rescue Review and the Fire Underwriters study planned for the Nanoose Bay Fire Department; however, staff believe both of these items will provide useful information regarding the management and operations of the NFPS and that any other reviews should only be considered in light of the results of these two already scheduled reviews.

On the whole staff do not believe Mr. Gray's claims are substantiated and do not recommend a third party audit of the Nanoose Fire Protection Society/Volunteer Fire Department. Staff do recommend that direction be provided for staff to investigate fire department training standard requirements, and to provide recommendations to the Board on whether agreements with all of the volunteer fire societies should be updated to include recommended standards for training.

ALTERNATIVES:

1. That this report and the correspondence dated May 7, 2013 from M. J. Gray regarding the Nanoose Fire Protection Society be received for information.
2. That this report and the correspondence dated May 7, 2013 from M. J. Gray regarding the Nanoose Fire Protection Society be received for information, and that staff be directed to investigate training standard recommendations and requirements for volunteer fire departments and report back to the Board on their findings.
3. That this report and the correspondence dated May 7, 2013 from M. J. Gray regarding the Nanoose Fire Protection Society be received for information, and that the request for an independent third party audit from M. J. Gray be included in the 2014 budget review process for the Nanoose Bay Fire Service.

FINANCIAL IMPLICATIONS:

Mr. Gray has not provided information on whether the third party audit he is requesting would be only financial or only operational, but staff assume he is looking at a combination of the two based on his comments around both operations and finances. There is currently no budget allocated in the Nanoose Bay Fire Service for this type of an audit; however, if the Board chooses, it could be included in the 2014 budget review process as an addition. Such a review would have to be completed via an RFP process. Staff have had some discussion with our audit firm MNP LLP regarding the cost for only a detailed financial review and that is estimated between \$6,000 and \$10,000, depending on the level of testing. Based on this information as well as some of the costing we have received for the RFP issued for the future fire and rescue service review on the Nanoose Bay Fire Department, staff estimate a minimum cost of \$15,000 to \$20,000 for an audit of both the financial and operational aspects of the Nanoose Bay Service.

SUMMARY/CONCLUSIONS:

RDN Staff have exchanged correspondence with Mr. Gray since October, 2012 and also met with him in February to directly discuss his questions on the operations and finances of the Nanoose Bay Fire Department. The Board of the NFPS have been exchanging correspondence with Mr. Gray as well and they met with him in March to discuss his questions. They have advised him their Board members are available for further meetings to discuss his concerns along with the Fire Chief. Staff received the attached letter (Attachment A) from Mr. Gray dated May 7, 2013 identifying his concerns along with his request that a third party audit be conducted on the Nanoose Fire Protection Society/Volunteer Fire Department.

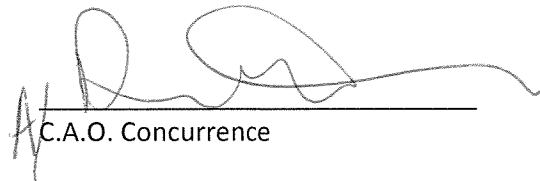
Considerable resources have been allocated to reviewing Mr. Gray's concerns over the past several months and staff have provided the comments above in response on a number of the items included in his letter. On the whole staff do not believe Mr. Gray's claims are substantiated and do not recommend a third party audit of the Nanoose Fire Protection Society/Volunteer Fire Department. Staff do recommend that direction be provided for staff to investigate fire department training standard requirements, and to provide recommendations to the Board on whether agreements with all of the volunteer fire societies should be updated to include recommended standards for training.

RECOMMENDATION:

That this report and the correspondence dated May 7, 2013 from M. J. Gray regarding the Nanoose Fire Protection Society be received for information, and that staff be directed to investigate training standard recommendations and requirements for volunteer fire departments and report back to the Board on their findings.



Report Writer



C.A.O. Concurrence

M. & D. Gray
1375 Madrona Drive
Nanoose Bay, BC V9P 9C9

May 07, 2013

Wendy Idema

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

Dear Wendy:

During our meeting on February 12, 2013, which was a follow up to my letters dated Oct 29, 2012 and December 17, 2012, I presented to you my views around the cost, structure and accountability of the Nanoose Fire Protection Service. You then kindly offered to have the Board Chair of the Nanoose Bay Fire Protection Society (NFPS) contact me and on March 01, 2013, I met with him along with one of his Directors.

Unfortunately, as you know, after one meeting and a total exchange of eleven emails with these gentlemen, they, along with the Fire Chief, informed me in writing, they would have nothing else to say or disclose to me.

My short period of enquiry with the Directors limited my access to information, however, during that time it became obvious the present Directors see their role as one of defending the Fire Chief. That is not necessarily all bad if one also found evidence of prudent management of the tax payer's dollars and provision of an efficient level of service to the community. My inability to meet with the Fire Chief, without four other Directors being present, is just one example of their defensive management style.

The question of training, which was raised in the Parksville Qualicum News last October 2012, is another example - Policy #10 of the Fire Society dated February 13, 2013, instead of identifying a training standard, presents an argument as to why there is none. The policy references a report that has as its goal – "*to identify barriers to training for all firefighters in British Columbia*". The policy ignores completely the fact there has been a recommended minimum training standard for Volunteer Firefighters in British Columbia since Order No. 368 was introduced in January of 2003, that being NFPA 1001.

According to Fire Underwriters - From the perspective of the fire insurance grading, in order for a fire fighter to be considered *reasonably* trained, they should have NFPA 1001.

All fire personnel at other Halls that I spoke with have adopted this standard.

In defence of the NFPS, the Office of the Fire Commissioner stresses in Interpretation Bulletin dated August 21, 2012, that the decisions regarding fire department training are the responsibility of the local government. The RDN has not accepted this responsibility.

As my enquiry was cut short by the Directors and Fire Chief's action towards me I contacted the Office of the Fire Commissioner (OFC) and spoke with the Deputy Fire Commissioner, Mr. Kelly Gilday, explaining my concerns around the NFPS Volunteer Fire Hall.

Based on the information I provided to this office they directed me to request from the managing District, the RDN, that an, independent third party detailed audit be conducted of our fire service operation.

Financial Management Issues of Concern

- Fire Protection tax requisition in the year 2007 was **\$291,950** by the year 2012 it had reached **\$592,990** or an increase of 103%
- Nanoose Fire Protection Society's Annual Operating Budget has increased from \$298,285 in 2007 to \$406,390 2012 a 36.24% increase over five years.
- For the last number of years no audited Financial Statements have been presented to the members of the NFPS. This is a breach of the Society Act and the NFPS's Constitution. The Director's claim no Financial Statements can be prepared as they have no assets or liabilities is in disagreement with point 33 of the Contractual Agreement between the RDN and the Nanoose Fire Protection Society.
- For the last number of years the expense information presented to members has been largely meaningless as it did not contain 'Actual' dollar figures.
 - Example – The budget numbers provided at the Oct 16, 2012 AGM/Budget meeting show Honorarium costs of \$58,000 for the year 2011 when actual cost was \$65,000. The treasurer's report gives no mention or summary of this variance or for that matter a summary report of any line item variances.
- No person scrutinizes budget line items on behalf of the tax payer and they in turn appear to be both loose and questionable. Directors consistently indicate they are only concerned with the bottom line.
 - Two Examples – The Office of the Fire Commissioner found the need to budget \$21,000 annually for turn out gear for a crew of approximately 30, excessive.
 - The same was felt for an advertising budget of \$7,000 in a community of 5,600; if in fact parts of this fund is used for entertainment a separate line item should be established.

- Blurring of Operating costs with Capital costs –
 - Payment to the fire chief for installation of exhaust system in new hall, when, how much, what line item did this money come from?
 - 2011 \$7,000 paid to fire chief for 336 hours charged for related design and construction work of new fire hall. No detail provided or reference to this in Treasurer’s report.

- Included in the ‘Paid Program’ is a Performance Program, administered by the NFPS Board, for personnel such as the Fire Chief and Deputy Fire Chief who do not take part in the ‘Incentive Program’, where is this money funded in the budget?

- 2012 Call outs dropped to 158 from 300 plus, instead of a savings to our community the Call/Practice pay budget was reduced, Fire Practice Performance pay increased by \$20,000.

- Honorarium amounts are being increased over budgeted amounts for last two years, \$27,000 in total.

- When asked on March 01, 2013 if the Directors approved an increase to the Honorarium dollar amount in the 2011 budget no one could tell me until 19 days later.

- In 2011 307 ‘call outs’ cost our community \$115,407.00 (\$71,407 + \$44,000)

- In 2012 158 ‘call outs’ cost our community \$116,714.64 (\$52,715 + \$64,000)

- Cost per Volunteer fire fighter is high on a comparison basis,
 - Parksville - 2012, the average compensation for practice and callouts was \$1,845.16 before members took off “association dues” of \$30. This was based on 41 members for the year.
 - Nanoose - \$116,714.64 / 27 members = \$4322 and no deduction for Association dues.

- Man hours related to calls are high - based on an average call out time of 1 hour x average crew # of 7 (Qualicum average crew # is 4.6 Parksville is 7 with 41 members). Given the problem of obtaining and retaining volunteers I suspect the figure of 7 is high for Nanoose.
 - Example 2011 indicated fire hall had 307 calls, (307x1x7= 2,149 man hours) man hours claimed 3,217
 - 2010 figures indicate the fire hall had 295 call outs, (295x1x7= 2,065 man hours) man hours claimed 3,444

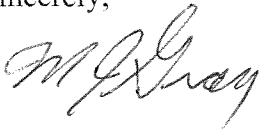
- Six Fire Society Directors have resigned in five years.

The previous examples illustrate the general lack of clarity and transparency of fiscal management and are provided to support the request for an independent third party audit to be conducted on the Nanoose Fire Protection Society/Volunteer Fire Department.

I see this audit as completely separate from both the up coming Fire Underwriters study and the present RFP for a Fire and Rescue Review which has as its focus to study the ability of the fire hall to meet future growth of our community and which is sponsored by the Fairwinds' developer.

I ask for this matter to be given prompt attention and look forward to a timely response.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. J. Gray', written in a cursive style.

M. J. Gray

Cc: Mr. Kelly Gilday
Deputy Fire Commissioner,
PO Box 9201, Stn. Prov. Govt.
Victoria, BC V8W9J1

From: Gilday, Kelly JAG:EX <Kelly.Gilday@gov.bc.ca>
Sent: Friday, May 17, 2013 9:09 AM
To: 'mcanaus@shaw.ca'; Idema, Wendy
Cc: Lewis, Cameron F JAG:EX
Subject: Your Letter to Regional District Naniamo

Good morning Mr. Gray,

I am writing this email in response to your letter that was sent to the Regional District of Nanaimo dated May 07, 2013.

I want to clarify that **at no time in our discussions did I direct you to ask for an independent third party audit** of the Fire Services operations. For you to communicate this to the local government was inappropriate and inaccurate.

I listened to your concerns; that you felt the Fire Services for your area were not being managed appropriately. I stated several times in our conversation that this was something that needed to be taken to the local authority and based on the information you provided; my office would not get involved.

We discussed the purchase of turnout gear and I indicated that the cost of \$3000 per set was in line with standard pricing. This cost could be more if SCBA masks and turnout boots and gloves were purchased for each member as well.

I have copied the RDN on this email to clarify my position on this matter.

Kelly Gilday
Executive Director Mitigation
Deputy Fire Commissioner
Emergency Management British Columbia
Block A - Suite 200
2261 Keating Cross Road
Victoria BC V8M 2A5 CANADA
www.embc.gov.bc.ca

*Phone 250.952.4919 Fax 250.952.4888
24 Hour Emergency Reporting 1.800.663.3456*

Nanoose Fire Protection Society

Policy # 10

POLICY REGARDING TRAINING, EDUCATION & DEVELOPEMENT

REASON FOR POLICY:

To recognize that training and education of firefighters is a pre-requisite to their ability to effectively perform their roles, in a safe manner.

PRE-EXISTING CONDITIONS:

Fire service training regulators and standards are many and ever changing with evidence of this uncertainty dating back to 1957. See Fire Service Training Access Review 2009 Report, Chapter 1, written by Rob Owen, Assistant Fire Commissioner. As a volunteer firehall, we are limited by both time constraints of our volunteer firefighters and, to a lesser extent, financial resources.

PRIORITIES:

In consideration of the above are this policy's priorities:

1. Protecting people, property and environment, in that order.
2. To adequately train firefighters firstly in the practical application skills of their day to day duties.
3. To, on a best effort, adequately train firefighters on the non-technical skills of their roles.
4. To encourage and give incentive to firefighters that self-develop.
5. To ensure there are sufficient numbers of trained personnel in the NVFD;
6. To achieve academic certification, whenever possible.

Responsibility for Policy:

NVFD "Management Team" (Fire Chief, Deputy Fire Chief and Training Officer) is responsible for:

1. For identifying training needs and implementing required training programs
2. Ensuring NFPS is kept apprised of training progress made and extraordinary challenges encountered.
3. Managing all training related expenses within specified budgets.
4. Obtaining prior approval of the NFPS to exceed fiscal budgets for any training need.

NFPS Board of Directors is responsible for supporting the NVFD Management Team's training goals and initiatives. This may require:

1. Re-allocating funds within a current year budget to meet new training priorities during a fiscal year.
2. Communicating to the RDN, if necessary, areas of training concerns that, for whatever reason, cannot be effectively addressed to the various standards imposed.

Signature of Chairman:  This policy replaces that

Date of Issue: Feb. 13, 2013 issued on June 3, 1998



INFORMATION BULLETIN

Date: November 30, 2012

Ministry of Justice
Emergency Management BC

Minimum Training Standards for Firefighters in British Columbia

Purpose:

Clarification of the Office of the Fire Commissioner's position and interpretation of the Provincial Training Standard is offered in response to requests received from local authorities wishing to establish policies and standards for their fire departments.

Background:

The Fire Services Act states in Part 1, Section 3(3)(b) under the duties of the Fire Commissioner that the Fire Commissioner must, for fire suppression, do the following "establish in consultation with the advisory board and subject to the minister's approval, minimum standards for selection and training of fire services personnel"

December 2002 was the last time the Fire Commissioner carried out this responsibility when Minister's Order No. 368 was introduced. The content of the Order was as follows:

"Further to the authority granted by Section 3(3)(b) of the Fire Services Act, the training standards for fire service personnel in British Columbia are those published by the National Fire Protection Association, effective January 1, 2003."

This Order remains in effect today.

Discussion:

When introduced, the training standard for fire service personnel was not a mandatory requirement that local governments and local authorities with fire departments were required to adopt.

The Provincial Training Standard was intended to provide local governments with a standard that was well-established and widely accepted internationally, a standard that was well-defined and readily accessible to those responsible for the training of firefighters.

The intent of the Standard was that local governments and local authorities could adopt, not adopt or adopt in part the standards laid out in the NFPA 1001: Standard for Fire

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Fighter Professional Qualifications which identifies the minimum job performance requirements for career and volunteer fire fighters whose duties are primarily to combat fires in structures.

It was recommended that all fire services should commence a review of their bylaws and policies to ensure that they are up to date with references to the NFPA Standards and those which they wish to adopt either in entirety or partially.

Opinion of the Fire Commissioner:

- The Office of the Fire Commissioner encourages all local governments and authorities to review the services offered by their fire departments and ensure the bylaws and policies they have in place reflect the those services, and adequately address the safety of their firefighters.
- The local government or registered society bylaw that approved the introduction of their respective fire service, should be reviewed to ensure that it continues to reflect the services the local authority authorizes the fire department to deliver.
- Policies should be reviewed to ensure they reflect an appropriate standard for the training provided to their firefighters for the specific types of services identified in their bylaw as services of the Fire Department.
- It is intended that in addition to NFPA 1001, the following guidelines also be considered by local governments and authorities when establishing standards and policies for their fire departments:

<u>NFPA 1001</u>	Standard for Fire Fighter Professional Qualifications
<u>NFPA 1002</u>	Standard for Fire Apparatus Driver/Operator Professional Qualifications
<u>NFPA 1003</u>	Standard for Airport Fire Fighter Professional Qualifications
<u>NFPA 1006</u>	Standard for Technical Rescuer Professional Qualifications
<u>NFPA 1021</u>	Standard for Fire Officer Professional Qualifications
<u>NFPA 1031</u>	Standard for Professional Qualifications for Fire Inspector and Plan Examiner
<u>NFPA 1033</u>	Standard for Professional Qualifications for Fire Investigator
<u>NFPA 1035</u>	Standard for Professional Qualifications for Fire and Life Safety Educator, Public Information Officer, and Juvenile Firesetter Intervention
<u>NFPA 1041</u>	Standard for Fire Service Instructor Professional Qualifications

.../3

- Policies should also clearly indicate who is responsible for the training of the firefighters. The local government and authority must ensure that the individual who is given that responsibility is fully up to date with the WorkSafeBC Regulations, designed to ensure that firefighters carry out their duties in a safe manner.
- Decisions regarding fire department training are the responsibility of the local government or the local authority. The province does not dictate what training standard should adopted by fire departments in British Columbia.
- The Fire Commissioner will assist local governments and local authorities upon request. The mandate for the Fire Commissioner includes the provision of advice and recommendations to assist with the provision of fire protection services.
- The Fire Commissioner encourages local governments and local authorities to consider the following topics on an ongoing basis with respect to the provision of fire protection services: risk-assessment of fire protection district, fire service delivery options, firefighter training programs and the safeguarding of firefighter safety.

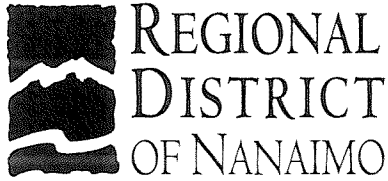
The contents of OFC Bulletins are not intended to be provided as legal advice and should not be relied upon as legal advice.

Ministry of Justice

Office of the Fire and Emergency
Management Commissioner
Office of the Fire Commissioner

Mailing Address:
PO Box 9201 STN PROV GOVT
Victoria BC V8W 9J1

Location:
Block A – Suite 200
2261 Keating Cross Road
Saanichton BC V8M 2A5
Telephone: 1-888-988-9488
Facsimile: 250-952-4888



RDN REPORT		PH
CAO APPROVAL		
EAP	<input checked="" type="checkbox"/>	
COW	<input checked="" type="checkbox"/>	
MAY 29 2013		
RHD		
BOARD		

MEMORANDUM

TO: Geoff Garbutt
GM, Strategic and Community Development

DATE: May 28, 2013

FROM: Paul Thompson
Manager of Long Range Planning

FILE: 6780 30 IAC

SUBJECT: Intergovernmental Advisory Committee

PURPOSE

This report provides information on reappointment of members to the Intergovernmental Advisory Committee (IAC) required under the *Local Government Act* (LGA) to support the Regional Growth Strategy (RGS).

BACKGROUND

The Board's decision to consider an amendment to the RGS requires that the Minister of Community, Sport and Cultural Development be notified of the decision. After being notified of the proposed RGS amendment, staff from the Ministry contacted RDN Planning staff. Ministry staff have advised that due to considerable changes to the structure of provincial government ministries and due to the lengthy period of time since provincial agencies participated in an RDN IAC meeting that the provincial representatives on the IAC should be reappointed by the Minister.

Section 867 of the *Local Government Act* requires a Board to establish an Intergovernmental Advisory Committee for its regional district if there is a proposed amendment to the Regional Growth Strategy. The role of an Intergovernmental Advisory Committee is to advise the applicable local governments on the development and implementation of the regional growth strategy, and to facilitate coordination of Provincial and local government actions, policies and programs as they relate to the development and implementation of the Regional Growth Strategy.

The LGA specifies that membership of an intergovernmental advisory committee is to include the following:

- a) the Planning Director of the regional district, or another official appointed by the Board;
- b) the Planning Director, or another official appointed by the applicable council, of each municipality all or part of which is covered by the Regional Growth Strategy;

- c) senior representatives of the Provincial government and Provincial government agencies and corporations, determined by the minister after consultation with the Board;
- d) representatives of other authorities and organizations if invited to participate by the Board.

While the RDN did have provincial government agency representatives participating in the IAC for most of the RGS review (2007 – 2011), due to significant changes to provincial agency structure and numerous staff changes there are no longer designated staff persons representing the provincial agencies.

Membership

The IAC is a two tier advisory committee established to provide advice, comments and recommendations on matters related to the RGS. The IAC consists of a “Core Group” and a “Resource Group”. Together the two groups satisfy the legislative requirements for IAC membership. The Core Group consists of the RDN Staff from various departments and municipal planning directors. The Resource Group consists of representatives from various provincial agencies and Crown corporations.

Regarding the larger resource group, membership needs to be renewed because of changes to provincial ministries and agencies as well as staff turnover. Further, a request must be issued to the Minister of Community Sport and Cultural Development to appoint provincial members to the IAC. As recommended by the Ministry of Community, Sport & Cultural Development, the provincial agencies to include on the IAC include the following:

- BC Ferries
- BC Hydro
- BC Transit
- Ministry of Aboriginal Relations and Reconciliation (MARR) Negotiations and Regional Operations Division
- Ministry of Agriculture (MoA)
- Ministry of Community, Sport & Cultural Development (MCSCD)
- Ministry of Energy and Mines and Natural Gas (MEMNG) (Office of Housing and Construction Standards)
- Ministry of Energy and Mines and Natural Gas (MEMNG)
- Ministry of Environment (MoE)
- Ministry of Forests, Lands and Natural Resource Operations (MFLNRO)
- Ministry of Health (MoH)
- Ministry of Jobs, Tourism and Skills Training (MJTST)
- Ministry of Transportation & Infrastructure (MoTI)
- Provincial Agricultural Land Commission (ALC)
- Vancouver Island Health Authority (VIHA)

Please note that with the formation of the new provincial government some of the ministry names may change so representatives from an equivalent ministry would be requested.

ALTERNATIVES

1. To request the Minister of Community, Sport and Cultural Development to appoint provincial agency representatives to the RDN's Intergovernmental Advisory Committee.
2. To not request the Minister of Community, Sport and Cultural Development to appoint provincial agency representatives to the RDN's Intergovernmental Advisory Committee.

FINANCIAL IMPLICATIONS

There are no financial implications to the report recommendations. The IAC is supposed to meet at least once to review the application by Baynes Sound Investments. The Long Range Planning Division of Strategic and Community Development will continue to provide financial and human resources to support the work of the IAC.

Sustainability Implications

The Regional Growth Strategy helps the RDN to provide a consistent and coordinated approach to foster socially, economically and environmentally sustainable communities. The IAC's members have a great amount of experience and knowledge when it comes to understanding the implications of various strategies to improve the region's sustainability. As such, the IAC plays an important role in the process to review and amend the RGS.

Public Consultation Implications

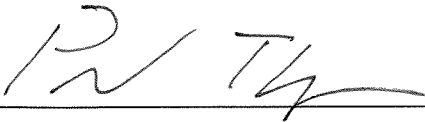
There are no public consultation implications. The IAC complements public consultation initiatives as it is intended to ensure that the views of the municipalities and affected provincial agencies are considered in decisions regarding the RGS.

SUMMARY/CONCLUSIONS

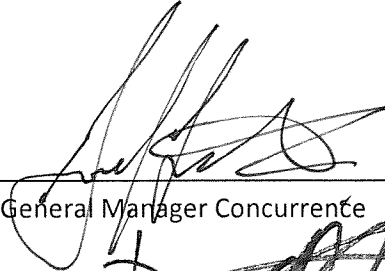
Staff at the Ministry of Community, Sport and Cultural Development have advised the RDN that the provincial agency members of the Intergovernmental Advisory Committee should be reappointed in accordance with Section 867 of the *Local Government Act*. The role of an Intergovernmental Advisory Committee is to advise the applicable local governments on the development and implementation of the Regional Growth Strategy, and to facilitate coordination of Provincial and local government actions, policies and programs as they relate to the Regional Growth Strategy. While the RDN has had an IAC in place for many years there is a need to have the provincial agency membership renewed because of changes to provincial ministries and agencies as well as staff turnover. A request must be issued to the Minister of Community, Sport and Cultural Development to appoint provincial members to the IAC.

RECOMMENDATION

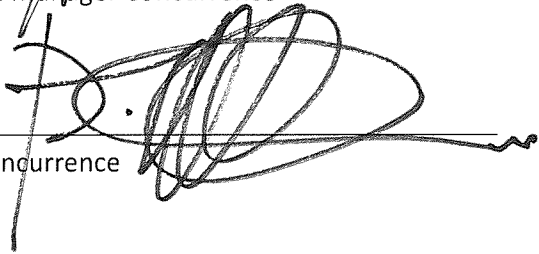
That the Regional District of Nanaimo request the Minister of Community, Sport and Cultural Development to reappoint provincial agency staff to the Intergovernmental Advisory Committee.



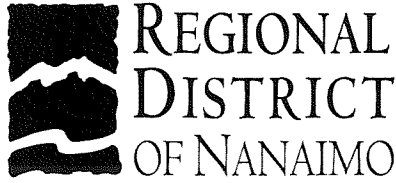
Report Writer



General Manager Concurrence



CAO Concurrence



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COW	✓	
MAY 28 2013		
RHD		
BOARD		

MEMORANDUM

TO: Paul Thompson
 Manager of Long Range Planning

DATE: May 24, 2013

FROM: Stephen Boogaards
 Planner

FILE: 6480 40 RGCS

SUBJECT: City of Parksville Official Community Plan Regional Context Statement

PURPOSE

To consider the City of Parksville’s Official Community Plan Regional Context Statement for acceptance.

BACKGROUND

The City of Parksville has completed a comprehensive review of the City’s Official Community Plan (OCP) which will shortly be considered for adoption. As part of the review the City has revised its Regional Context Statement (RCS) to be consistent with the new Regional Growth Strategy (RGS) adopted in November 2011. The RCS in the Parksville OCP will be the first to address the recently revised regional goals of the RGS.

Where a RGS applies to a municipality, the municipal OCP is required under Section 866 of the *Local Government Act* to include a RCS. When a new RGS is adopted each member municipality has two years to submit a RCS that is consistent with the RGS. As the RGS was adopted in November of 2011, each municipality has until November of 2013 to submit a revised RCS for acceptance. Municipalities use the RCS to explain the relationship between the policies of the OCP and the regional goals of the RGS. If an OCP contains goals or policies not consistent, then a municipality would have to identify in its RCS how it will become consistent with the RGS over time.

Council is required by Section 866(8) the *Local Government Act* to submit the RCS to the Regional Board for acceptance in relation to the goals of the RGS (*Attachment 1*). The Board has 120 days to either accept or refuse to accept the RCS. If the Board refuses to accept the RCS then it must provide: (a) each provision to which it objects; and, (b) the reason for the objection. Failure to resolve conflicts would require a dispute resolution process as outlined in the governing legislation.

ALTERNATIVES

1. Accept the City of Parksville’s Regional Context Statement.
2. Refuse to accept the City of Parksville’s Regional Context Statement and identify each provision to which the Board objects and the reason for the objection.

LAND USE IMPLICATIONS

Growth Management Implications

All RDN municipalities are required to have an RCS in their OCP that explains the relationship between the OCP and the goals and policies in the RGS. The municipal OCP must be consistent with this statement. Below is a summary of the relationship of the City of Parksville's RCS with the RGS goals.

Goal 1 – Prepare for Climate Change and Reduce Energy Consumption

Parksville's greenhouse gas emission reduction targets are identified in the RCS. Targets are achieved by policies and actions to encourage energy efficiency and the creation of walkable communities with a range of transportation options. This is consistent with the goals of the RGS. The RCS also describes how the OCP incorporates green technology and energy conservation into local government operations and the wider community through Development Permit Area guidelines.

Goal 2 – Protect the Environment

A key update identified in the RCS is the changes to environmental protection policies and guidelines. New Development Permit Areas and guidelines are included to enhance protection for more ecologically sensitive lands such as the Coastal Douglas-fir ecosystem. This is consistent with direction in the RGS to 'enhance the environment and minimize ecological damage related to growth and development.'

Goal 3 – Coordinate Land Use and Mobility

The RCS identifies support for higher residential densities and a mix of land uses. These are essential to provide transit service with adequate ridership and encourage employment closer to home. The OCP also encourages walking and cycling by providing connections between neighborhoods, services, and employment through the City's transportation and trails network.

Goal 4 – Coordinate Housing and Jobs in Growth Centres

A downtown revitalization strategy is identified in the RCS to encourage new development to locate downtown. This will work towards RGS goals to create 'mixed-use centres' that function as a 'complete, compact community.' Explanation in the RCS also clarifies that single family and rural neighbourhoods are buffered from such mixed-use and high density designations, consistent with RGS policies to minimize conflict between urban and rural land uses along the Growth Containment Boundary (GCB) interface.

Goal 5 – Enhance Rural Integrity

Consistent with the growth management goals of the RGS, the RCS clarifies that development will be directed into appropriate locations inside the GCB to relieve development pressure on rural lands. The OCP also includes Development Permit guidelines to minimize the conflicts and disruptions to farming operations from adjacent non-farm uses by requiring adequate buffering for new developments.

Goal 6 – Facilitate the Provision of Affordable Housing

The RCS identifies how the OCP supports a variety of housing options and sizes in close proximity to services to accommodate a range of household incomes or needs. Policies are also included to encourage the construction and maintenance of affordable housing consistent with direction in the RGS. The example in the RCS is to provide incentives for developers by waiving development cost charges for affordable housing when an agreement is signed with the City.

Goal 7 – Enhance Economic Resiliency

The economic strategy explained in the RCS is to support arts and culture and tourism industries by assisting local artisans through civic art projects, markets and festivals. The RCS also identifies the connection between land use policies and broader economic goals to support the local economy. An example in the RCS is to support compact residential housing near commercial uses. These goals are consistent with broad direction in the RGS to ‘support strategic economic development’ and ‘link commercial and industrial strategies to land use.’

Goal 8 – Food Security

The RCS identifies how the OCP supports the conservation of land within the Agricultural Land Reserve (ALR) for active farming operations. The OCP also supports complimentary agri-tourism activities and direct farm sales of local food. This direction provides support to farmers consistent with the RGS policies to improve the economic viability of farms.

Goal 9 – Pride of Place

The RCS clearly identifies that the OCP supports arts and culture in the City with policies for civic art projects, community festivals and public gathering spaces that will promote resident’s health, happiness and well-being. The heritage and natural history of the City is also emphasized for the waterfront and Englishman River estuary.

Goal 10 – Efficient Services

The RCS describes direction in the OCP to provide ‘infrastructure and services efficiently and effectively.’ The RCS also identifies policies that encourage efficient use and conservation of water for municipal operations and in the community. These policies are supportive of RGS goals that align with the Drinking Water and Watershed Protection Program to reduce water consumption.

Goal 11 – Cooperation Among Jurisdictions

The RCS identifies support in the OCP for working with other agencies to achieve regional and provincial goals. The examples provided include coordination of regional services between the RDN and the City, or the cooperation with provincial agencies on areas of shared jurisdiction.

Sustainability Implications

The RGS is the coordinating document for the RDN and member municipalities on matters affecting the management of growth and regional sustainability. The RGS provides partners with a framework to achieve shared goals while maintaining the autonomy of the local jurisdictions. The RCS in the City of Parksville’s OCP confirms that the goals and policies of the OCP are consistent with the regional goals of the RGS to create a sustainable region.


SUMMARY

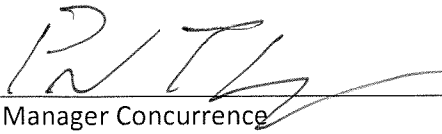
The City of Parksville has prepared a draft OCP and submits a revised RCS for acceptance by the Regional Board pursuant to the requirements of Section 866 of the *Local Government Act*. The RCS will be the first context statement considered by the Board under the revised RGS adopted in 2011. Parksville’s context statement identifies the relationship between the OCP and the RGS, and confirms that the OCP is consistent with the goals of the RGS.

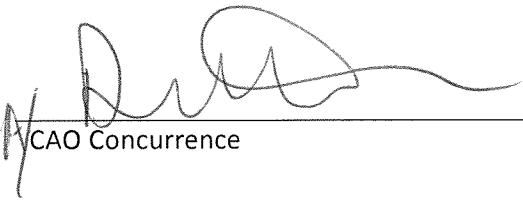
RECOMMENDATIONS

That the City of Parksville's Regional Context Statement be accepted by the Regional District of Nanaimo Board.


Report Writer


General Manager Concurrence


Manager Concurrence


CAO Concurrence

Attachment 1
Parksville Regional Context Statement

1.5 REGIONAL CONTEXT STATEMENT

In 2011, the City of Parksville, along with other jurisdictions within the RDN, joined in the endorsement of an updated Regional Growth Strategy (RGS) titled *Shaping Our Future*¹. This was the second time the document had been comprehensively reviewed and updated by the RDN since the initial RGS was introduced in 1997.

In accordance with Section 866 of the *Local Government Act*, the City's OCP must include a regional context statement that outlines the relationship between the OCP and the RGS. The OCP's policies for housing, transportation, RDN services, parks and natural areas, economic development and reduction of regional greenhouse gas emissions should be consistent with the RGS and where there are any inconsistencies the City is required to indicate how the OCP will be made consistent with the RGS over time. There are no inconsistencies noted for the OCP.

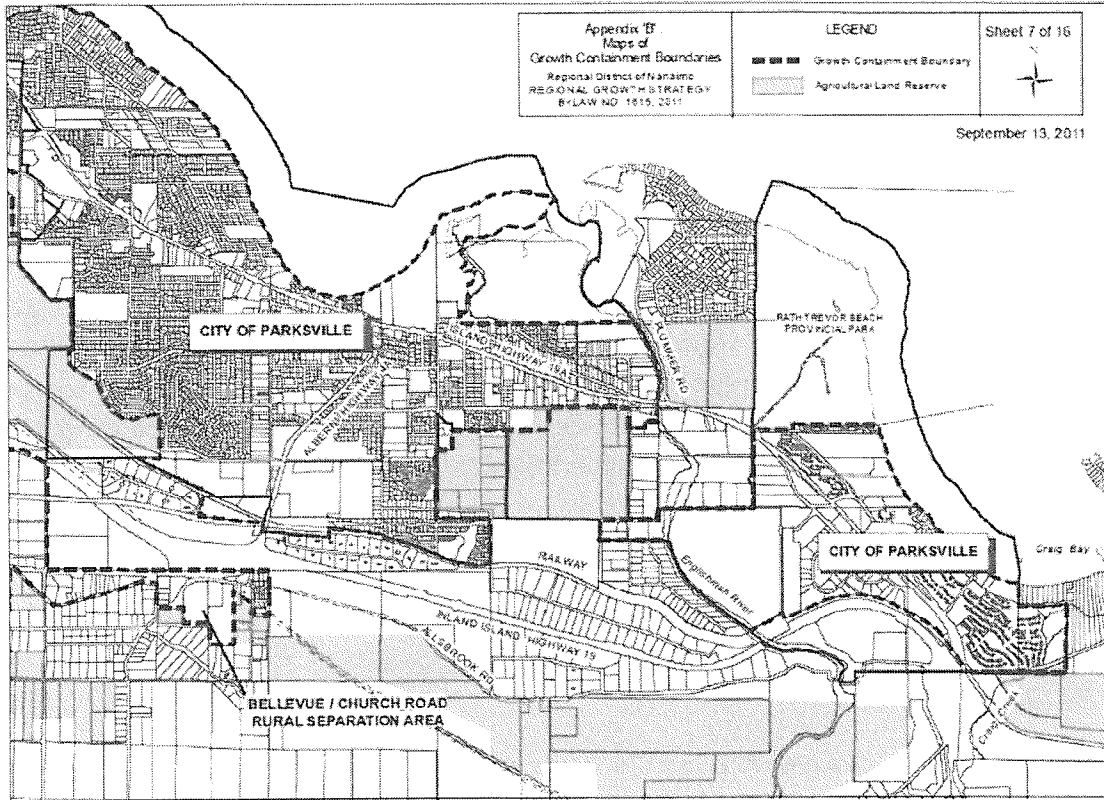
Shaping our Future sets policy direction in a number of key areas, including climate change, environmental protection, land use, housing, economic resiliency, food security and infrastructure. With respect to land use specifically, the RGS identifies areas of the Regional District which are appropriate for future urban growth and infill. Most of the properties in Parksville are classified in the RGS as the "Urban Area".

The RGS outlines the following objectives for lands in the Urban Area designation:

- Urban Areas should accommodate a broad range of urban land uses at a variety of densities;
- Urban Areas should be serviced with community water and sewer systems;
- New development in Urban Areas should be focused on mixed-use, designed to support commercial vitality and provide opportunities for multi-modal transportation and complete, compact neighbourhoods that include options for living, working and playing and accessing services in the same area;
- Urban Areas should include open spaces and natural places such as parks, playfields, golf courses, multi-modal trails, public plazas, pedestrian links and bikeways or agricultural areas;
- The majority of lands within the City are within the RGS' growth containment boundary, with the exception of the ALR properties along Stanford Avenue East and at the west end of Despard Avenue. These ALR lands, Rath Trevor Provincial Park and the Englishman River estuary are not designated as Urban Area in the RGS, but are within the Resource Lands designation.

¹ The RDN's RGS can be viewed at: <http://www.shapingourfuture.ca/>

Figure 3: Shaping our Future, Growth Containment Boundary map



This OCP has strong ties to the RGS. The City's growth containment boundary is the same as that in the RGS. Not only does the OCP address the guidelines for Urban Areas noted above, but it also:

- Identifies greenhouse gas emissions reduction targets and acknowledges the impact of climate change;
- Aims to protect the environment through development permit areas and other strategies;
- Promotes sustainable transportation choices, including active transportation and public transit;
- Encourages densification in the downtown and entrances to the City;
- Enhances economic development activities by working in partnership with business organizations and supporting compact residential housing options near commercial uses;
- Supports food security by protecting land in the Agricultural Land Reserve and small scale community gardening efforts; and
- Aims to provide infrastructure and services efficiently and effectively.

Table 2: OCP Consistency with Regional Growth Strategy (RGS)

Shaping Our Future Goals	Plan Parksville Consistency with RGS Goals	Key OCP References
<p>1. Prepare for Climate Change and Reduce Energy Consumption - Reduce Emissions and Prepare for Climate Change Impacts</p>	<ul style="list-style-type: none"> • The City's OCP contains new Development Permit Areas and guidelines to address climate change adaptation and energy conservation, compact communities, enhanced pedestrian linkages, higher densities and mixed use developments in certain areas and green technologies • The OCP has specific targets for GHG reduction and goals, objectives and policies to support a sustainable city • The City commissioned a corporate GHG reduction study and the Plan has policies and targets for municipal operations that are intended to reduce corporate emissions 	<p>Chapter 3, Chapter 5, Chapter 9</p>
<p>2. Protect the Environment</p>	<ul style="list-style-type: none"> • Protecting the environment is a key component of the City's OCP. New Development Permit Areas and updated guidelines for environmental protection and enhancement have been added • The OCP includes policies about reliance on site level professional advice to mitigate the potential development impacts • New guidelines focusing on the preservation of the coastal Douglas-fir ecosystem have been incorporated 	<p>Chapter 3, Chapter 5, Chapter 9</p>
<p>3. Coordinate Land Use and Mobility</p>	<ul style="list-style-type: none"> • The Plan contains policies that encourage higher density residential development and supports a mix of uses in specified areas • The Plan contains policies supporting pedestrian linkages and multi-modal trails that link people with amenities • Policies to support transit improvements and alternatives to single occupancy vehicles are included • The Plan supports the addition of electric vehicle charging stations in the City 	<p>Chapter 5, Chapter 6, Chapter 7, Chapter 9</p>

Shaping Our Future Goals	Plan Parksville Consistency with RGS Goals	Key OCP References
4. Concentrate Housing and Jobs in Growth Centres	<ul style="list-style-type: none"> • The Plan contains land use designations that buffer lower density residential and rural uses from higher density mixed uses • The Plan contains revitalization strategies to encourage new development in the Downtown Core 	Chapter 5, Chapter 9
5. Enhance Rural Integrity	<ul style="list-style-type: none"> • The OCP encourages higher density, compact development in the Downtown Core and along arterial routes to direct development away from rural areas • Policies supporting agricultural uses and local farmers' markets are contained within the Plan • A new Farm Land Development Permit Area has been included 	Chapter 5, Chapter 9
6. Facilitate Provision of Affordable Housing	<ul style="list-style-type: none"> • The OCP includes policies for affordable housing and policies in the OCP that support a variety of housing options • The City has a policy to waive the development cost charges for affordable housing where an agreement is signed with the City 	Chapter 5, Chapter 8
7. Enhance Economic Resiliency	<ul style="list-style-type: none"> • The City of Parksville has a high portion of talented artisans and artists. Supporting the development of the arts and local markets to provide a place to sell locally made products will support economic diversity and resiliency • Supporting public art will contribute to the local artisan economy • Policies for commercial, industrial and agricultural lands will support the local economy 	Chapter 8, Chapter 9
8. Food Security	<ul style="list-style-type: none"> • The OCP supports retention of lands in the Agricultural Land Reserve and encourages active farming • The OCP contains policies to support a diversified rural economy including agri-tourism and direct farm sales of food grown in the City and region • The Plan contains policies that focus growth and non-farm uses away from rural lands which will reduce land use conflicts that can negatively affect farming 	Chapter 5, Chapter 9

Shaping Our Future Goals	Plan Parksville Consistency with RGS Goals	Key OCP References
9. Pride of Place	<p>Plan Parksville Consistency with RGS Goals</p> <ul style="list-style-type: none"> • Parksville has many community festivals and events throughout the year. There are policies to continue the support for these annual events • The waterfront and Englishman River estuary are highly valued by Parksville's community members and the Plan contains policies to preserve parks and natural spaces • Parksville has an involved community and communication with City staff and Council which is important to fostering the ongoing engagement of people who live, work and play in the City. The Plan contains policies to support civic engagement and public interest in municipal activities • Historic buildings instills a sense of place and reminds people of the City's unique heritage 	Chapter 7, Chapter 8
10. Efficient Services	<ul style="list-style-type: none"> • The City has policies to encourage efficient use of water resources for municipal operations (e.g. irrigation strategy and emerging technology) • The City has policies to support water conservation (e.g. tiered water rates and seasonal watering restrictions) 	Chapter 6
11. Cooperation Among Jurisdictions	<ul style="list-style-type: none"> • The OCP supports ongoing formal agreements with the RDN for water provision, sharing of sewer and waste management services (French Creek), regional transit operations and recreation services • The OCP supports cooperation with the Province of BC for environmental resource management (foreshore, nest trees, et cetera), archaeological implications • Referrals to other levels of government for land uses within their jurisdiction (e.g. zoning amendment referrals to Ministry of Transportation and Infrastructure) 	Various chapters



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MAY 31 2013		
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BOARD		

MEMORANDUM

TO: Sean De Pol
Manager, Wastewater Services

DATE: May 29, 2013

FROM: Jessica Dorzinsky
Wastewater Program Coordinator

FILE: 2260-20-CON

SUBJECT: License Agreement with the City of Nanaimo for Use of a Portion of RDN Land at the Greater Nanaimo Pollution Control Centre for the Neck Point Park Trail Network

PURPOSE

To provide information and recommendations on the renewal of a ten-year License Agreement between the Regional District of Nanaimo (RDN) and the City of Nanaimo (CON) for the continued use of the Neck Point Park trail network that crosses RDN-owned land at the Greater Nanaimo Pollution Control Centre.

BACKGROUND

The Regional District holds land at 3075 Shores Drive that was purchased to hold, in part, for future expansion of the Sewage Pollution Control Centre located on Hammond Bay Road and to provide a buffer between this expansion and residential development in the vicinity.

In 1996, the City of Nanaimo acquired property at Neck Point for the development of Neck Point Park. In June of 2002, RDN staff were approached by the City to discuss future development of trails on the subject property that would connect with the existing trail network at Neck Point Park. Accordingly, a License Agreement between the RDN and the CON was identified as the appropriate instrument to permit the City access to the property for park purposes. This arrangement was approved by the Board and the ten-year Agreement was signed in December 2002.

The Agreement permitted continued public use of the property for park purposes and allowed the CON to manage the lands for park purposes on an ongoing, temporary basis, provided that the City assume responsibility for the management, maintenance, and liability associated with its use by the public.

Since signing the Agreement, the City of Nanaimo Parks Department has established a trail connection to Shores drive, which provides optional park access and parking, as well as to connects with Hammond Bay School. The Trail Network specified in the Agreement retains a buffer between these trail improvements from the current and future expansion site of the Greater Nanaimo Pollution Control Centre, as referenced in Schedule 'A'.

As the previous Agreement has lapsed, a new ten-year License Agreement has been drafted for Regional District Board and City of Nanaimo Council approval.

ALTERNATIVES

1. That the Regional District of Nanaimo authorize the License Agreement attached as Appendix 1 that would permit the City of Nanaimo to continue to use the RDN lands at 3075 Shores Drive for the Neck Point Park trail network.
2. That the Regional District of Nanaimo not authorize the License Agreement attached as Appendix 1 that would permit the City of Nanaimo to continue to use the RDN lands at 3075 Shores Drive for the Neck Point Park trail network.

FINANCIAL IMPLICATIONS AND TERMS

The City of Nanaimo would continue to be responsible for all trail network costs, assume all liability associated with the trail network and would carry five (5) million dollar liability insurance with the Regional District of Nanaimo as additionally named insured.

INTERGOVERNMENTAL IMPLICATIONS

The portion of the Neck Point trail network that crosses RDN-owned land, as well as the current License Agreement, are both identified in the 2010 Neck Point Park Master Plan Update. The continued use, under the License Agreement, of the section of the trail network that crosses RDN-owned land is built into the Master Plan.

SUMMARY

The Regional District of Nanaimo holds land at 3075 Shores Drive that was purchased to hold, in part, for future expansion of the Greater Nanaimo Pollution Control Centre, and to provide a buffer between this expansion and residential development in the vicinity.


In 1996, the City of Nanaimo acquired property at Neck Point for the development of Neck Point Park. In June 2002, RDN staff were approached by the City to discuss the possibility of developing trails on the subject property in the future, to connect with the existing trail network at Neck Point Park. Accordingly, a ten-year License Agreement between the RDN and the CON was drawn up and signed in 2002.


The Agreement permitted the City to develop a trail network on the Regional District lands at the City's cost, in a manner that would not impede the future development of the Greater Nanaimo Pollution Control Centre, and would continue to maintain a buffer between the existing and future plant from the residential development in the vicinity. The City would also assume all liability associated with the trail network.

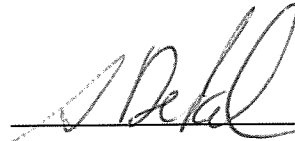
This greatly enhanced the trail network currently in place at Neck Point Park, and is popular with both City and Regional District residents. A new ten-year Licence Agreement has been drafted for Regional District Board and City Council approval which would grant the City of Nanaimo the right to continue to use and maintain this trail network.

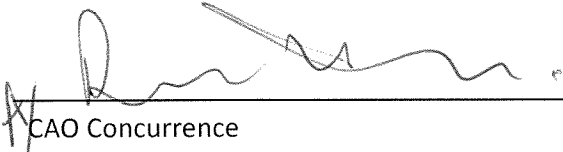
RECOMMENDATIONS

That the ten-year License Agreement permitting the City of Nanaimo to continue to use the Regional District of Nanaimo lands at 3075 Shores Drive for the Neck Point Park trail network be approved.


Report Writer


General Manager Concurrence


Manager Concurrence


CAO Concurrence

COMMENTS:

LICENCE OF USE

THIS AGREEMENT made the _____ day of _____ 2013.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

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

(the "Regional District")

OF THE FIRST PART

AND:

CITY OF NANAIMO

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

(the "Licensee")

OF THE SECOND PART

WHEREAS:

A. The Regional District is the owner of land legally described as:

PID 023-428-503
Lot 1, District Lot 41, Wellington Land District, Plan VIP63399

(the "Land");

B. The Licensee wishes to be granted this Licence of Use to use those portions of the Land which comprise the trail or trails as shown in bold on the map attached hereto as Schedule "A" (the "Licence Area") and the Regional District has agreed.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the licence fee to be paid by the Licensee to the Regional District and in consideration of the premises and covenants and agreements contained in this agreement (the "Agreement"), the Regional District and the Licensee covenant and agree with each other as follows:

1.0 RIGHT TO OCCUPY

- 1.1 The Regional District, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Licensee a non-exclusive right by way of licence for the Licensee, its agents, employees, and invitees, including the general public, to use the Licence Area for the purpose of a public walking trail (the "**Trail**") that connects with the trail network in Neck Point Park.
- 1.2 The Regional District further grants to the Licensee a right by way of licence for the Licensee, its agents, employees, contractors and subcontractors to go upon, return, pass over and use the Licence Area for the purposes of maintaining, repairing, clearing and inspecting the Trail.
- 1.3 This Agreement does not grant any interest in the Licence Area to the Licensee.

2.0 RESERVATION OF RIGHTS

- 2.1 The Regional District hereby reserves to itself from the grant and the covenants made by it to the Licensee under section 1.0 above the right for the Regional District, its agents, employees, contractors and subcontractors to have full and complete access to the Licence Area at all times to carry out any operations associated with the Regional District's use of the Licence Area or the Land.

3.0 LICENCE FEE

- 3.1 In consideration of the right to use granted under this Agreement the Licensee must pay to the Regional District the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged.

4.0 TERM

- 4.1 The Term of the Licence granted under this Agreement is ten years, from the ___ day of _____, 2013, to the _____ day of _____, 2023 unless earlier terminated under this Agreement.

5.0 TAXES

- 5.1 The Licensee must pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged

upon the Licensee or the Regional District as a result of the Licensee's occupation of or use of the Licence Area. Without in any way restricting the generality of the foregoing, the Licensee must pay to the Regional District G.S.T. on the licence fee or like similar tax.

6.0 CONSTRUCTION

6.1 The Licensee must not construct or place any buildings, structures or improvements on the Licence Area.

7.0 INSURANCE

- 7.1 (a) The Licensee must take out and maintain during the term of the Licence a policy of comprehensive general liability insurance against claims for bodily injury, death or property damage arising out of the use of the Licence Area by the Licensee in the amount of not less than five million dollars (\$5,000,000.00) per single occurrence or such greater amount as the Regional District may from time to time designate, naming the Regional District as an additional insured party thereto and must provide the Regional District with a certified copy of such policy or policies.
- (b) All policies of insurance must contain a clause requiring the insurer not to cancel or change the insurance without first giving the Regional District thirty days prior written notice.
- (c) If the Licensee does not provide or maintain in force the insurance required by this Agreement, the Regional District may take out the necessary insurance and pay the premium for periods of one year at a time and the Licensee must pay to the Regional District as additional Licence fees the amount of the premium immediately on demand.
- (d) If both the Regional District and the Licensee have claims to be indemnified under any insurance required by this Agreement, the indemnity must be applied first to the settlement of the claim of the Regional District and the balance, if any, to the settlement of the claim of the Licensee.
- (e) The deductible on the policy of insurance must be not more than five thousand dollars.

8.0 INDEMNIFICATION

8.1 The Licensee releases and must indemnify and save harmless the Regional District, its elected officials, appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability or fees (including fees of solicitors on a solicitor and own client basis) which the Licensee or any of them or anyone else may incur, suffer or allege by reason of the use of the Licence Area or the Land by the Licensee or by any person or the carrying on upon the Licence Area or the Land or of any activity in relation to the Licensee's use of the Licence Area.

9.0 BUILDERS LIENS

9.1 The Licensee must indemnify the Regional District from and against any builder's liens and must upon the request of the Regional District immediately cause any registered lien to be discharged from title to the Land.

10.0 NOTICES

10.1 Notices

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

REGIONAL DISTRICT OF NANAIMO	CITY OF NANAIMO
6300 Hammond Bay Road Nanaimo, B.C. V9T 6N2	455 Wallace Street Nanaimo, B.C. V9R 5J6
Attention:	Attention:
Email:	Email:

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

11.0 TERMINATION

11.1 If the Licensee is in default on the payment of Licence fees, or the payment of any other sum payable under this Agreement, or is in breach of this Agreement, and if the default continues after the giving of notice in writing by the Regional District to the Licensee, then the Regional District may terminate this Agreement and reenter the Licence Area and the rights of the Licensee with respect to the Licence Area lapse and are absolutely forfeited.

12.0 FORFEITURE

12.1 If the Regional District, by waiving or neglecting to enforce the right to forfeiture of this Agreement or the right of reentry upon breach of this Agreement, does not waive the Regional District's rights upon any subsequent breach of the same or any other provision of this Agreement.

13.0 REPAIRS AND MAINTENANCE

13.1 The Licensee must maintain the Trail in a good condition in accordance with the same standards it uses for maintenance of other similar trails and, without limiting the foregoing, the Licensee must ensure that the Licence Area is clean and litter free at all times.

13.2 (a) If the Licensee fails to maintain the Licence Area in accordance with this Agreement, the Regional District may, by its agents, employees or contractors enter the Licence Area and make the required repairs or do the required maintenance and the cost of the repairs or maintenance is a debt due from the Licensee to the Regional District.

(b) In making the repairs or doing the maintenance the Regional District may bring and leave upon the Licence Area the necessary materials, tools and equipment and the Regional District is not liable to the Licensee for any inconvenience, annoyance, loss of business or other injuries suffered by the Licensee by reason of the Regional District effecting the repairs or maintenance.

14.0 ENVIRONMENTAL MATTERS

14.1 For the purposes of section 14.2 below:

(a) "Contaminants" means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos

materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and

- (b) "Environmental Laws" means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Licence Area now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

14.2 The Licensee covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Licence Area or the Land for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Licence Area;
- (c) to promptly provide to the Regional District a copy of any environmental site assessment, audit, report, or test results relating to the Licence Area conducted by or for the Licensee at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Licence Area in strict confidence and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Licensee's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Regional District, which consent may be unreasonably withheld;
- (e) to promptly notify the Regional District in writing of any release of a Contaminant or any other occurrence or condition at the Licence Area or any adjacent property which could contaminate the Licence Area or subject the Regional District or the Licensee to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;

- (f) on the expiry or earlier termination of this Licence, or at any time if requested by the Regional District or required by any governmental authority under Environmental Laws, to remove from the Licence Area all Contaminants, and to remediate by removal any contamination of the Licence Area or any adjacent property resulting from Contaminants, in either case brought onto, used at, or released from the Licence Area or the Land by the Licensee or any person for whom it is in law responsible. The Licensee shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Licensee, notwithstanding any rule of law or other provision of this Licence to the contrary and notwithstanding the degree of their affixation to the Licence Area; and
- (g) to indemnify the Regional District and its elected officials, appointed officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties, and expenses whatsoever (including all legal and consultants' fees and expenses and the cost of remediation of the Licence Area and any adjacent property) arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this section 14.2 by the Licensee; or
 - (ii) any release or alleged release of any Contaminants at or from the Licence Area or the Land related to or as a result of the use and occupation of the Licence Area or any act or omission of the Licensee or any person for whom it is in law responsible.

14.3 The obligations of the Licensee under section 14.2 above shall survive the expiry or earlier termination of this Licence.

15.0 REMEDIAL ACTION

- 15.1 (a) If the Licensee fails to do anything required of the Licensee under this Agreement, (the "**Licensee Requirement**") the Regional District may fulfill or complete the Licensee Requirement at the cost of the Licensee and may, if necessary, by its agents, officers, employees or contractors enter onto the Licence Area to fulfill and complete all or part of the Licensee Requirement as the Regional District determines in its sole discretion.

- (b) The Licensee releases the Regional District, its elected officials, appointed officers, employees and agents from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Licensee may have against any or all of them in respect of an act of the Regional District under this section or section 13.0 except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the negligence of the Regional District, its elected officials and appointed officers, employees, agents or contractors.

16.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 16.1 (a) The Licensee must not carry on or do or allow to be carried on or done on the land any cutting, clearing or removal of trees, bushes or other vegetation or growth, beyond that necessary to maintain clear access to the Trail, or any excavation or disturbance of the surface of the Licence Area and must not bring on or deposit any soil or fill on the Licence Area except with the written consent of the Regional District.
- (b) The Licensee must not bring on, deposit, store, spray or apply nor cause or permit to be brought on, deposited, stored, sprayed or applied on or to the Licence Area or any trees, bush or vegetation on the Licence Area any chemical fertilizer, herbicide, or pesticide which is capable of contaminating the Land or any water on the Licence Area.

17.0 CLEAN UP

- 17.1 At the end of the Term, the Licensee must clean up the Licence Area and ensure the surface of the Trail is in good condition.

18.0 REGULATIONS

- 18.1 The Licensee must:
 - (a) comply promptly at its own expense with the legal requirements of all authorities, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Regional District or the Licensee; and
 - (b) indemnify the Regional District from all lawsuits, damages, loss, costs or expenses that the Regional District may incur by reason of

non-compliance by the Licensee with legal requirements or by reason of any defect in the Licence Area or any injury to any person or damage to any personal property brought on to the Licence Area. The Licensee is responsible for any damage to the Licence Area occurring while the Licensee is exercising its rights under this Agreement.

19.0 NO COMPENSATION

19.1 The Licensee is not entitled to compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the Licence.

20.0 MISCELLANEOUS

- 20.1 (a) The execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary corporate action of the Licensee, and this Agreement constitutes a legal, valid and binding obligation of the Licensee, enforceable against the Licensee in accordance with its terms.
- (b) Waiver of any default by a party is not a waiver of any subsequent default.
- (c) The Licence is personal to the Licensee and the Licensee may not assign its interest to any other person without the written consent of the Regional District, which consent may be withheld by the Regional District in its sole discretion.

21.0 INTERPRETATION

- 21.1 (a) When the singular or neuter are used in this Agreement they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.

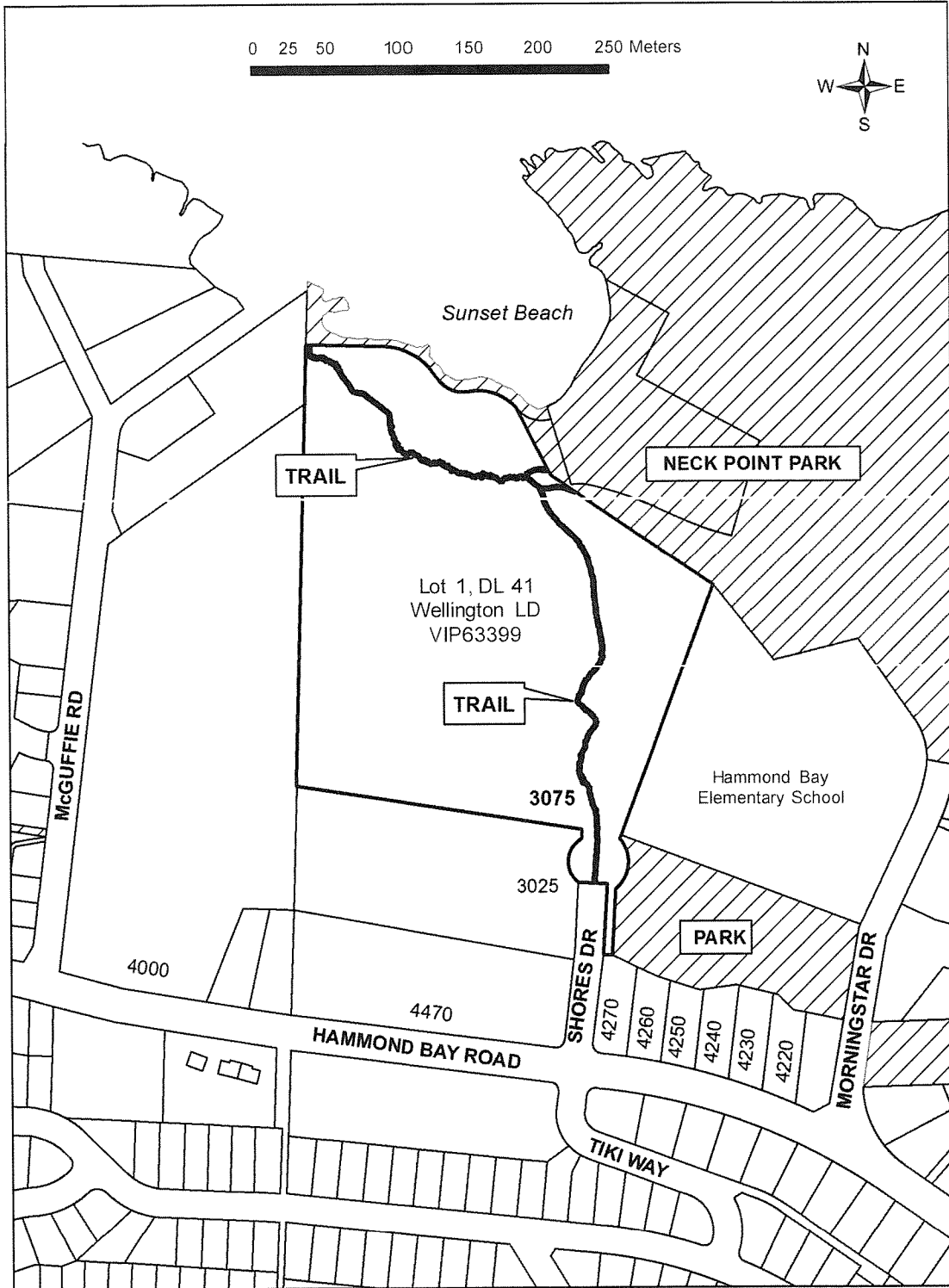
- (d) This Agreement must be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.
- (f) A provision in this Agreement granting the Regional District a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the Regional District in its discretion.
- (g) This is the entire agreement between the parties.

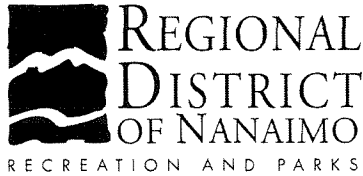
IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

REGIONAL DISTRICT OF NANAIMO)
 by its authorized signatories)
)
 _____)
 Name:)
)
 _____)
 Name:)
)
)

CITY OF NANAIMO by its authorized)
 signatories)
)
 _____)
 Name:)
)
 _____)
 Name:)
)
)

SCHEDULE "A"





RDN REPORT		
CAO APPROVAL		DB
EAP	<input checked="" type="checkbox"/>	
COW	<input checked="" type="checkbox"/>	
JUN 03 2013		
RHD		
BOARD		

MEMORANDUM

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: May 28, 2013

FROM: Dean Banman
Manager of Recreation Services

FILE:

SUBJECT: District 69 Sport Field and Sport Court Booking Agreements

PURPOSE

To seek Board approval to enter into field and sport court agency agreements that reflect the existing relationship in regard to the coordination of booking sport fields and sport courts in District 69.

BACKGROUND

For more than fifteen years the RDN Recreation and Parks Department has had the responsibility of allocating fields and field type facilities (tennis courts, lacrosse box) on behalf of The Town of Qualicum Beach, City of Parksville and School District 69. Though provision of service has been in place for many years, no formal agreements between the parties for this service has ever been developed and executed.

This relationship was formed to increase and coordinate organized use of fields for community group's end use. All fields owned by the three bodies are booked through RDN Recreation and Parks CLASS computerized system by department staff. RDN Recreation staff also serve as the main contact and liaison between organized sport groups/individuals looking for field use and field owners.

Recreation staff have established contacts at each of the three government agencies and meet on a regular basis or are in contact regarding issues and status of the fields. The Town of Qualicum Beach, City of Parksville and School District 69 are responsible for the maintenance and capital costs associated with ownership.

The Regional District of Nanaimo, on behalf of electoral residents, contributes an annual financial amount to both the City of Parksville and Town of Qualicum Beach through the "District 69 Sports Field Service Agreement" for electoral area use of fields owned by the two municipalities. This Agreement identifies fields used by the District communities and based on a participating formula, pays back to the two municipalities an annual amount to reflect usage. The RDN itself has only one sport field, Jack Bagley Field in Nanoose, in the Agreement's current inventory.

Few issues, relating to problems or difficulties in the RDN coordinating the bookings for the three other jurisdictions have materialized over the past fifteen years. Staff from all sport organizations and user groups work together to solve issues such as field closures, lighting requests, and field maintenance. The need for an agency agreement was not from any identified unworkable situation between the groups but based upon a recommendation from RDN legal counsel to formalize the relationship for the delivery of this service to the community.

The recommended agency agreements attached as *Appendix 'I', 'II' and 'III'* were developed in collaboration with the RDN's solicitor and reviewed by senior staff from the three organizations for input.

All revisions requested by the City of Parksville (*Appendix 'I'*), Town of Qualicum Beach (*Appendix 'II'*) have been included in the respective agreement. School District 69 (*Appendix 'III'*) had requested changes to Section 4(v) Local Government Responsibility and Section 6 (Indemnity), however RDN staff and legal counsel did not recommend acceptance. No changes to these items have occurred and School District 69 has not yet formally replied to the agreement presented in *Appendix 'III'*.

ALTERNATIVES

1. To approve the agency agreement as presented in *Appendix 'I', 'II' and 'III'*.
2. To not approve the agency agreement as presented in *Appendix 'I', 'II' and 'III'* and provide staff with alternate direction.

FINANCIAL IMPLICATIONS

At present, the financial responsibility placed on the RDN for the administration of field bookings amounts to approximately 20% of a full time RDN employee's work load. Staff time does increase at certain times of the year prior to the start of Fall and Spring leagues as contracts for upcoming usage are created and booked. These bookings are managed through the Department's Class facility bookings system and other than paper and miscellaneous supplies for contracts, the office expenses of this responsibility are few.

As the three agencies do not charge for field use, the department does not collect or submit any fees from users to the agencies. The non-existence of this billing function makes the existing practice workable under current staffing levels.

CITIZEN IMPLICATIONS

Having a one stop location for field users to book sport field facilities in District 69 has proven over the past fifteen years to be quite beneficial. This service ensures all fields in the District are used as effectively and efficiently as possible.

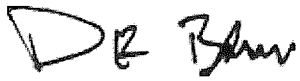
CONCLUSION

For more than fifteen years the RDN Recreation and Parks Department has had the responsibility of allocating fields and field type facilities (tennis courts, lacrosse box) on behalf of The Town of Qualicum Beach, City of Parksville and School District 69. Though provision of service has been in place for many years, no formal agreements between the parties for this service has ever been developed and executed.

Three Agreements have been developed by the RDN solicitor and have been reviewed by senior staff at the City of Parksville, Town of Qualicum Beach and School District 69. Staff are recommending approval of the three agreements in order to formalize this long standing and service that provides residents of District 69 a one stop location for booking of sport fields and sport courts in District 69.

RECOMMENDATIONS

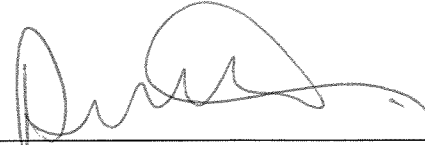
1. That the Local Services Agreement for sport field and court bookings between the Regional District of Nanaimo and the City of Parksville be approved as provided in Appendix 'I'.
2. That the Local Services Agreement for sport field and court bookings between the Regional District of Nanaimo and the Town of Qualicum Beach be approved as provided in Appendix 'II'.
3. That the Local Services Agreement for sport field and court bookings between the Regional District of Nanaimo and the Board of Education of School District 69 (Qualicum) be approved as provided in Appendix 'III'.



Report Writer



General Manager Concurrence


A

C.A.O. Concurrence

APPENDIX 'I'

REGIONAL DISTRICT OF NANAIMO
LOCAL SERVICES AGREEMENT
(SPORTS FIELDS/COURTS BOOKINGS)

THIS AGREEMENT made the _____ day of _____, 2013.

BETWEEN: The City of Parksville
P. O. Box 1390
Parksville, BC
V9P 2H3

(hereinafter called the "Local Government ")

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

(hereinafter called the "Regional District")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Local Government and the Regional District of Nanaimo covenant and agree each with the other as follows:

1. Services

The Local Government retain the Regional District of Nanaimo to provide booking reservations for sports fields/courts specifically and entirely owned and operated by the Local Government as further described in this agreement and listed in Appendix 'A' (the "sports fields/courts").

The Local Government appoint the Regional District to act on its behalf with respect to the management of the granting of licences (booking reservation) for use of the sports fields/courts (the "Services"). The Regional District is authorized on behalf of the Local Government to enter into a licence agreement substantially in the form attached as Appendix "B", with amendments as may be necessary or desirable in the opinion of the Regional District for terms of not more than one year.

2. Term and Renewal

- i. The Term of this agreement shall be for a five year period commencing July 1, 2013 and ending on June 30, 2018 unless earlier terminated as provided herein.
- ii. This agreement shall automatically renew for three further five year periods, unless terminated as provided herein.

3. Regional District Responsibilities

- i. The Regional District will provide the Services in a diligent manner and during regular office hours from 8:30 - 4:30, Monday through Friday, except for statutory holidays.
- ii. The Regional District, through its Recreation Department, will provide sports fields/courts customers a rental contract (Appendix 'B') containing the terms and conditions as determined by the relevant Local Government.
- iii. The Regional District is not responsible for the following:
 - a. creation or implementation of any terms or conditions for Local Government sports fields/courts use and shall direct all enquiries or complaints regarding terms and conditions to a designated Local Government contact; and
 - b. operations, maintenance or the condition of a sports fields/courts, nor a change in its availability.
- iv. The Regional District will use reasonable efforts to advise customers of a change in availability, subject to sufficient notice by the Local Government, but shall not be held liable for any complaint of any kind related to a change in the availability of a Local Government sports fields/courts, except for demonstrated negligence on the part of the Regional District.
- v. The Local Government acknowledges that the Regional District will book sports fields/courts for Regional District own purposes in providing sport camps, rentals and other community programming.

4. Local Government Responsibilities

- i. Shall provide the Regional District information with respect to the terms and conditions of use for a Local Government sports fields/courts so that the Regional District can advise users of their responsibilities when using Local Government sports fields/courts.
- ii. The Local Government shall advise the Regional District immediately of any changes to sports fields/courts use terms and conditions in order that the Regional District can advise users of any new or changed requirements.
- iii. The Local Government shall advise the Regional District immediately of any changes in the availability of a sports fields/courts use in order for the Regional District to advise a customer in a timely manner.
- iv. The Local Government is entirely responsible for the condition, operations and maintenance of its sports fields/courts at all times.
- v. The Local Government bears complete responsibility and liability for the use of its sports fields/courts and surrounding areas at all times.
- vi. The Local Government will provide the Regional District with the name and contact information of a Local Government representative for regular liaison purposes.

5. Independent Contractor

The Regional District will at all times be an independent contractor and is not the servant, employee or agent of the Local Government except with respect to the agency relationship created in relation to the Services provided under this agreement.

6. Indemnity

The Local Government will indemnify and save harmless the Regional District from any and all losses, claims, damages, actions, causes of action, expenses, fees, fines or liability whatsoever arising from or related to the use by any person of sports fields/courts or the inability of any person to use sports fields/courts.

7. Insurance

A Local Government shall at all times that this agreement in effect, maintain a policy of commercial general liability insurance in the amount of \$5,000,000 per occurrence providing coverage for property damage, third party personal injury or death.

The Regional District shall be added as an additional insured on any policy of general commercial liability required under this agreement.

The Local Government shall provide evidence on demand to any party to this agreement that a current policy of insurance is in place, including the endorsement of the Regional District of Nanaimo as an additional insured.

Where a Local Government self insures itself with respect to liability, this agreement shall bind the Local Government to defend the Regional District at the same limits and in the same way as if the Regional District had been added as an additional insured to any policy of general commercial liability.

8. Miscellaneous

- i. No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver or breach even if in writing shall be construed as a waiver of any future breach.
- ii. Wherever the singular, masculine and neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- iii. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

9. Notices

Any notice required to be given under this agreement shall be deemed to be sufficiently given:

- i. if delivered, at the time of delivery, and

- ii. if mailed from any government post office in the Province of British Columbia by prepaid, registered mail, addressed as shown below or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;

City of Parksville
P.O. Box 1390
Parksville, B.C.
V9P 2H3

Attention: Corporate Officer

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

Attention: Manager, Recreation Services

10. Termination

Notwithstanding any other provision of this Agreement:

- i. If the Regional District fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Local Government, the Local Government may, at its option, terminate its participation in this Agreement by giving written notice of termination to the parties to this agreement.
- ii. Either party may at its option terminate its participation in this Agreement at any time upon giving the other party ninety (90) days notice of such termination.
- iii. If termination is exercised by the Regional District as outlined in this agreement, there will be no further obligation to the Local Government at the expiry of the notice period.
- iv. If this agreement is terminated by the Local Government as the case may be, the indemnity and insurance provisions with respect to liability will remain in force and effect until the later of five years from the date of termination or the end of the next five year term had the agreement remained in force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District:

_____)
Chairperson)
_____)
_____)

For the City of Parkville:

_____)
_____)
Mayor)
_____)
_____)
Corporate Officer)

Appendix 'A'

Sportsfields / Courts

City of Parkville:

Parkville Community Park: sports field; lacrosse box; tennis courts
Springwood Park: sports fields; tennis courts

Appendix 'B'

SPORTS FIELDS/COURTS RENTAL CONTRACT PERMIT

TERMS AND CONDITIONS

RENTAL CONTRACT # _____

In consideration of being given the right to use the "Facility" owned by the "Owner" the Licensee agrees to be bound by the following terms and conditions:

GENERAL CONDITIONS:

The Licensee acknowledges that the Regional District of Nanaimo (RDN) acts as agent for the Owner of the Facility and is not responsible for the condition, operations and maintenance of the Facility and shall not be liable whatsoever with respect to any complaint, concern or claim for inability to use, property damage, injury or death of a person or persons who use a sports fields/courts or surrounding area booked through the RDN for the Owner.

TERMS OF USE:

1. The Licensee shall remove all garbage following its use of the Facility and is responsible for leaving the Facility in condition it was found.
2. Absolutely no vehicles on the Facility or in fire lanes unless approved in writing by the Owner.
3. Alcohol consumption on the Facility is prohibited, except as approved by proper application and approved liquor license.
4. Smoking is not permitted on a School District Facility.
5. Concessions are not to be held in the Parksville Community Park with the exception of specific events as outlined in the City of Parksville policy. Concessions at the Qualicum Community Park are not to be held without the approval of the Town of Qualicum Beach. Groups are reminded that providing food at private functions at any site may still require health permits from Vancouver Island Health Authority and the Licensee is responsible for obtaining any required health permits.
6. Special Event permits are required from the City of Parksville and Town of Qualicum Beach for events involving more than 100 people.
7. All vehicles are to be removed from the parking lot of the Qualicum Beach Community Park prior to 10:30 pm.
8. The Licensee shall not sublet the Facility without the written permission granted by the RDN on behalf of the Owner.

9. On behalf of the Owner, the RDN reserves the right to cancel or alter rentals should conditions arise that necessitate schedule changes.
10. The Licensee is responsible for obtaining a BC Gaming License if necessary.
11. The Licensee shall not alter the Facility, construct, erect or attach any fixtures of any kind to any part of the Facility, without the written consent of the owner and if so erected, the Licensee covenants to remove the same and restore and leave the premises in the same condition as they were at the time the Licensee entered into occupation. If such restoration is not to the satisfaction of the owner, all such repairs are to be carried out by the owner and all costs involved are to be paid by the Licensee.

INDEMNITY AND INSURANCE:

1. The Licensee shall indemnify and save harmless and keep indemnified the RDN and the Owner and their employees and agents from all and any legal liability for claims, actions, losses, costs, damages, fines or fees which the Licensee or anyone else may have arising from bodily injury, including death, of or to any person or persons, or for damage to the property of the Licensee or any other person, arising out of or connected with the Licensee's use or occupancy of the Facility, whether occasioned by the negligence of the owner or otherwise.
2. The Licensee shall indemnify and save harmless and keep indemnified the RDN and the Owner and their employees and agents from all liability for loss or damage to the Facility or to any property of the RDN during or caused by the occupancy of the Facility, save and except reasonable wear and tear.
3. The Licensee shall not permit anything to be brought into or onto, or any act to be done on the premises, that would invalidate or increase the premium on policies of insurance held by the RDN or the Owner or which may injure or deface the Facility.

Leagues shall be required to provide proof of general commercial liability insurance as prescribed by the RDN from time to time.

Casual users are not required to provide proof of general commercial liability insurance, however all other parts of this License will apply.

Waiver of one or more terms of this agreement shall not be thereafter deemed a modification or waiver of the entire agreement but all other terms and conditions shall remain in full force and effect.

Signature of Licensee

Regional District of Nanaimo as an Agent for the Owner

APPENDIX 'II'

REGIONAL DISTRICT OF NANAIMO
LOCAL SERVICES AGREEMENT
(SPORTS FIELDS/COURTS BOOKINGS)

THIS AGREEMENT made the _____ day of _____, 2013.

BETWEEN: The Town of Qualicum Beach
 P. O. Box 130
 Qualicum Beach,
 BC V9K 1S7

(hereinafter called the "Local Government ")

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

(hereinafter called the "Regional District")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Local Government and the Regional District of Nanaimo covenant and agree each with the other as follows:

1. Services

The Local Government retain the Regional District of Nanaimo to provide booking reservations for sports fields/courts specifically and entirely owned and operated by the Local Government as further described in this agreement and listed in Appendix 'A' (the "sports fields/courts").

The Local Government appoint the Regional District to act on its behalf with respect to the management of the granting of licences (booking reservation) for use of the sports fields/courts (the "Services").

The Regional District is authorized on behalf of the Local Government to enter into a licence agreement substantially in the form attached as Appendix “B”, with amendments as may be necessary or desirable in the opinion of the Regional District for terms of not more than one year.

2. Term and Renewal

- i. The Term of this agreement shall be for a five year period commencing July 1, 2013 and ending on June 30, 2018 unless earlier terminated as provided herein.
- ii. This agreement shall automatically renew for three further five year periods, unless terminated as provided herein.

3. Regional District Responsibilities

- i. The Regional District will provide the Services in a diligent manner and during regular office hours from 8:30 - 4:30, Monday through Friday, except for statutory holidays.
- ii. The Regional District, through its Recreation Department, will provide sports fields/courts customers a rental contract (Appendix ‘B’) containing the terms and conditions as determined by the relevant Local Government.
- iii. The Regional District is not responsible for the following:
 - a. creation or implementation of any terms or conditions for Local Government sports fields/courts use and shall direct all enquiries or complaints regarding terms and conditions to a designated Local Government contact; and
 - b. operations, maintenance or the condition of a sports fields/courts, nor a change in its availability.
- iv. The Regional District will use reasonable efforts to advise customers of a change in availability, subject to sufficient notice by the Local Government, but shall not be held liable for any complaint of any kind related to a change in the availability of a Local Government sports fields/courts, except for demonstrated negligence on the part of the Regional District.
- v. The Local Government acknowledges that the Regional District will book sports fields/courts for Regional District own purposes in providing sport camps, rentals and other community programming.

4. Local Government Responsibilities

- i. Shall provide the Regional District information with respect to the terms and conditions of use for a Local Government sports fields/courts so that the Regional District can advise users of their responsibilities when using Local Government sports fields/courts.
- ii. The Local Government shall advise the Regional District immediately of any changes to sports fields/courts use terms and conditions in order that the Regional District can advise users of any new or changed requirements.

- iii. The Local Government shall advise the Regional District immediately of any changes in the availability of a sports fields/courts use in order for the Regional District to advise a customer in a timely manner.
- iv. The Local Government is entirely responsible for the condition, operations and maintenance of its sports fields/courts at all times.
- v. The Local Government bears complete responsibility and liability for the use of its sports fields/courts and surrounding areas at all times.
- vi. The Local Government will provide the Regional District with the name and contact information of a Local Government representative for regular liaison purposes.

5. Independent Contractor

The Regional District will at all times be an independent contractor and is not the servant, employee or agent of the Local Government except with respect to the agency relationship created in relation to the Services provided under this agreement.

6. Indemnity

The Local Government will indemnify and save harmless the Regional District from any and all losses, claims, damages, actions, causes of action, expenses, fees, fines or liability whatsoever arising from or related to the use by any person of sports fields/courts or the inability of any person to use sports fields/courts.

7. Insurance

A Local Government shall at all times that this agreement in effect, maintain a policy of commercial general liability insurance in the amount of \$5,000,000 per occurrence providing coverage for property damage, third party personal injury or death.

The Regional District shall be added as an additional insured on any policy of general commercial liability required under this agreement.

The Local Government shall provide evidence on demand to any party to this agreement that a current policy of insurance is in place, including the endorsement of the Regional District of Nanaimo as an additional insured.

Where a Local Government self insures itself with respect to liability, this agreement shall bind the Local Government to defend the Regional District at the same limits and in the same way as if the Regional District had been added as an additional insured to any policy of general commercial liability.

8. Miscellaneous

- i. No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver or breach even if in writing shall be construed as a waiver of any future breach.

- ii. Wherever the singular, masculine and neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- iii. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

9. Notices

Any notice required to be given under this agreement shall be deemed to be sufficiently given:

- i. if delivered, at the time of delivery, and
- ii. if mailed from any government post office in the Province of British Columbia by prepaid, registered mail, addressed as shown below or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;

The Town of Qualicum Beach
P. O. Box 130
Qualicum Beach, BC
V9K 1S7

Attention: Corporate Officer

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

Attention: Manager, Recreation Services

10. Termination

Notwithstanding any other provision of this Agreement:

- i. If the Regional District fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Local Government, the Local Government may, at its option, terminate its participation in this Agreement by giving written notice of termination to the parties to this agreement.
- ii. Either party may at its option terminate its participation in this Agreement at any time upon giving the other party ninety (90) days notice of such termination.

- iii. If termination is exercised by the Regional District as outlined in this agreement, there will be no further obligation to the Local Government at the expiry of the notice period.
- iv. If this agreement is terminated by the Local Government as the case may be, the indemnity and insurance provisions with respect to liability will remain in force and effect until the later of five years from the date of termination or the end of the next five year term had the agreement remained in force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District:

_____)
Chairperson)
_____)
_____)

For the Town of Qualicum Beach:

_____)
_____)
Mayor)
_____)
_____)
Corporate Officer)

Appendix 'A'

Sportsfields / Courts

Town of Qualicum Beach:

Qualicum Beach Community Park: sports fields
Qualicum Beach Tennis Courts (3)

Appendix 'B'

SPORTS FIELDS/COURTS RENTAL CONTRACT PERMIT

TERMS AND CONDITIONS

RENTAL CONTRACT # _____

In consideration of being given the right to use the "Facility" owned by the "Owner" the Licensee agrees to be bound by the following terms and conditions:

GENERAL CONDITIONS:

The Licensee acknowledges that the Regional District of Nanaimo (RDN) acts as agent for the Owner of the Facility and is not responsible for the condition, operations and maintenance of the Facility and shall not be liable whatsoever with respect to any complaint, concern or claim for inability to use, property damage, injury or death of a person or persons who use a sports fields/courts or surrounding area booked through the RDN for the Owner.

TERMS OF USE:

1. The Licensee shall remove all garbage following its use of the Facility and is responsible for leaving the Facility in condition it was found.
2. Absolutely no vehicles on the Facility or in fire lanes unless approved in writing by the Owner.
3. Alcohol consumption on the Facility is prohibited, except as approved by proper application and approved liquor license.
4. Smoking is not permitted on a School District Facility.
5. Concessions are not to be held in the Parksville Community Park with the exception of specific events as outlined in the City of Parksville policy. Concessions at the Qualicum Community Park are not to be held without the approval of the Town of Qualicum Beach. Groups are reminded that providing food at private functions at any site may still require health permits from Vancouver Island Health Authority and the Licensee is responsible for obtaining any required health permits.
6. Special Event permits are required from the City of Parksville and Town of Qualicum Beach for events involving more than 100 people.
7. All vehicles are to be removed from the parking lot of the Qualicum Beach Community Park prior to 10:30 pm.
8. The Licensee shall not sublet the Facility without the written permission granted by the RDN on behalf of the Owner.

9. On behalf of the Owner, the RDN reserves the right to cancel or alter rentals should conditions arise that necessitate schedule changes.
10. The Licensee is responsible for obtaining a BC Gaming License if necessary.
11. The Licensee shall not alter the Facility, construct, erect or attach any fixtures of any kind to any part of the Facility, without the written consent of the owner and if so erected, the Licensee covenants to remove the same and restore and leave the premises in the same condition as they were at the time the Licensee entered into occupation. If such restoration is not to the satisfaction of the owner, all such repairs are to be carried out by the owner and all costs involved are to be paid by the Licensee.

INDEMNITY AND INSURANCE:

1. The Licensee shall indemnify and save harmless and keep indemnified the RDN and the Owner and their employees and agents from all and any legal liability for claims, actions, losses, costs, damages, fines or fees which the Licensee or anyone else may have arising from bodily injury, including death, of or to any person or persons, or for damage to the property of the Licensee or any other person, arising out of or connected with the Licensee's use or occupancy of the Facility, whether occasioned by the negligence of the owner or otherwise.
2. The Licensee shall indemnify and save harmless and keep indemnified the RDN and the Owner and their employees and agents from all liability for loss or damage to the Facility or to any property of the RDN during or caused by the occupancy of the Facility, save and except reasonable wear and tear.
3. The Licensee shall not permit anything to be brought into or onto, or any act to be done on the premises, that would invalidate or increase the premium on policies of insurance held by the RDN or the Owner or which may injure or deface the Facility.

Leagues shall be required to provide proof of general commercial liability insurance as prescribed by the RDN from time to time.

Casual users are not required to provide proof of general commercial liability insurance, however all other parts of this License will apply.

Waiver of one or more terms of this agreement shall not be thereafter deemed a modification or waiver of the entire agreement but all other terms and conditions shall remain in full force and effect.

Signature of Licensee

Regional District of Nanaimo as an Agent for the Owner

APPENDIX 'III'

REGIONAL DISTRICT OF NANAIMO

**LOCAL SERVICES AGREEMENT
(SPORTS FIELDS/COURTS BOOKINGS)**

THIS AGREEMENT made the _____ day of _____, 2013.

BETWEEN: Board of Education of School District 69 (Qualicum)
P. O. Box 430
Parksville, BC
V9P 2G5

(hereinafter called the "Local Government ")

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

(hereinafter called the "Regional District")

NOW THIS AGREEMENT WITNESSETH:

THAT in consideration of the terms, conditions and covenants hereinafter set forth, the Local Government and the Regional District of Nanaimo covenant and agree each with the other as follows:

1. Services

The Local Government retain the Regional District of Nanaimo to provide booking reservations for sports fields/courts specifically and entirely owned and operated by the Local Government as further described in this agreement and listed in Appendix 'A' (the "sports fields/courts").

The Local Government appoint the Regional District to act on its behalf with respect to the management of the granting of licences (booking reservation) for use of the sports fields/courts (the "Services" the Regional District is authorized on behalf of the Local Government to enter into a licence agreement substantially in the form attached as Appendix "B", with amendments as may be necessary or desirable in the opinion of the Regional District for terms of not more than one year.

2. Term and Renewal

- i. The Term of this agreement shall be for a five year period commencing July 1, 2013 and ending on June 30, 2018 unless earlier terminated as provided herein.
- ii. This agreement shall automatically renew for three further five year periods, unless terminated as provided herein.

3. Regional District Responsibilities

- i. The Regional District will provide the Services in a diligent manner and during regular office hours from 8:30 - 4:30, Monday through Friday, except for statutory holidays.
- ii. The Regional District, through its Recreation Department, will provide sports fields/courts customers a rental contract (Appendix 'B') containing the terms and conditions as determined by the relevant Local Government.
- iii. The Regional District is not responsible for the following:
 - a. creation or implementation of any terms or conditions for Local Government sports fields/courts use and shall direct all enquiries or complaints regarding terms and conditions to a designated Local Government contact; and
 - b. operations, maintenance or the condition of a sports fields/courts, nor a change in its availability.
- iv. The Regional District will use reasonable efforts to advise customers of a change in availability, subject to sufficient notice by the Local Government, but shall not be held liable for any complaint of any kind related to a change in the availability of a Local Government sports fields/courts, except for demonstrated negligence on the part of the Regional District.
- v. The Local Government acknowledges that the Regional District will book sports fields/courts for Regional District own purposes in providing sport camps, rentals and other community programming.

4. Local Government Responsibilities

- i. Shall provide the Regional District information with respect to the terms and conditions of use for a Local Government sports fields/courts so that the Regional District can advise users of their responsibilities when using Local Government sports fields/courts.
- ii. The Local Government shall advise the Regional District immediately of any changes to sports fields/courts use terms and conditions in order that the Regional District can advise users of any new or changed requirements.
- iii. The Local Government shall advise the Regional District immediately of any changes in the availability of a sports fields/courts use in order for the Regional District to advise a customer in a timely manner.
- iv. The Local Government is entirely responsible for the condition, operations and maintenance of its sports fields/courts at all times.
- v. The Local Government bears complete responsibility and liability for the use of its sports fields/courts and surrounding areas at all times.
- vi. The Local Government will provide the Regional District with the name and contact information of a Local Government representative for regular liaison purposes.

5. Independent Contractor

The Regional District will at all times be an independent contractor and is not the servant, employee or agent of the Local Government except with respect to the agency relationship created in relation to the Services provided under this agreement.

6. Indemnity

The Local Government will indemnify and save harmless the Regional District from any and all losses, claims, damages, actions, causes of action, expenses, fees, fines or liability whatsoever arising from or related to the use by any person of sports fields/courts or the inability of any person to use sports fields/courts.

7. Insurance

A Local Government shall at all times that this agreement in effect, maintain a policy of commercial general liability insurance in the amount of \$5,000,000 per occurrence providing coverage for property damage, third party personal injury or death.

The Regional District shall be added as an additional insured on any policy of general commercial liability required under this agreement.

The Local Government shall provide evidence on demand to any party to this agreement that a current policy of insurance is in place, including the endorsement of the Regional District of Nanaimo as an additional insured.

Where a Local Government self insures itself with respect to liability, this agreement shall bind the Local Government to defend the Regional District at the same limits and in the same way as if the Regional District had been added as an additional insured to any policy of general commercial liability.

8. Miscellaneous

- i. No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by either party hereto shall be effective unless it is in writing and no waiver or breach even if in writing shall be construed as a waiver of any future breach.
- ii. Wherever the singular, masculine and neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- iii. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

9. Notices

Any notice required to be given under this agreement shall be deemed to be sufficiently given:

- i. if delivered, at the time of delivery, and

- ii. if mailed from any government post office in the Province of British Columbia by prepaid, registered mail, addressed as shown below or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;

School District 69
P.O. Box 430
Parksville, B.C.
V9P 2G5

Attention: Superintendent

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

Attention: Manager, Recreation Services

10. Termination

Notwithstanding any other provision of this Agreement:

- i. If the Regional District fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the Local Government, the Local Government may, at its option, terminate its participation in this Agreement by giving written notice of termination to the parties to this agreement.
- ii. Either party may at its option terminate its participation in this Agreement at any time upon giving the other party ninety (90) days notice of such termination.
- iii. If termination is exercised by the Regional District as outlined in this agreement, there will be no further obligation to the Local Government at the expiry of the notice period.
- iv. If this agreement is terminated by the Local Government as the case may be, the indemnity and insurance provisions with respect to liability will remain in force and effect until the later of five years from the date of termination or the end of the next five year term had the agreement remained in force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

For the Regional District:

_____)
Chairperson)
_____)
_____)

For School District 69:

_____)
_____)
_____)
_____)

Appendix 'A'

Sportsfields / Courts

School District #69:

Arrowview Elementary School: field
Errington Elementary School: field
Parksville Elementary School: field
Winchelsea Elementary School: field
Oceanside Middle School: field
Qualicum Beach Middle School: field
Ballenas Secondary School: fields; track
Kwalikum Secondary School: fields
Qualicum Beach Elementary
Bowser Elementary
French Creek Elementary
Nanoose Bay Elementary

Appendix 'B'

SPORTS FIELDS/COURTS RENTAL CONTRACT PERMIT

TERMS AND CONDITIONS

RENTAL CONTRACT # _____

In consideration of being given the right to use the "Facility" owned by the "Owner" the Licensee agrees to be bound by the following terms and conditions:

GENERAL CONDITIONS:

The Licensee acknowledges that the Regional District of Nanaimo (RDN) acts as agent for the Owner of the Facility and is not responsible for the condition, operations and maintenance of the Facility and shall not be liable whatsoever with respect to any complaint, concern or claim for inability to use, property damage, injury or death of a person or persons who use a sports fields/courts or surrounding area booked through the RDN for the Owner.

TERMS OF USE:

1. The Licensee shall remove all garbage following its use of the Facility and is responsible for leaving the Facility in condition it was found.
2. Absolutely no vehicles on the Facility or in fire lanes unless approved in writing by the Owner.
3. Alcohol consumption on the Facility is prohibited, except as approved by proper application and approved liquor license.
4. Smoking is not permitted on a School District Facility.
5. Concessions are not to be held in the Parksville Community Park with the exception of specific events as outlined in the City of Parksville policy. Concessions at the Qualicum Community Park are not to be held without the approval of the Town of Qualicum Beach. Groups are reminded that providing food at private functions at any site may still require health permits from Vancouver Island Health Authority and the Licensee is responsible for obtaining any required health permits.
6. Special Event permits are required from the City of Parksville and Town of Qualicum Beach for events involving more than 100 people.
7. All vehicles are to be removed from the parking lot of the Qualicum Beach Community Park prior to 10:30 pm.
8. The Licensee shall not sublet the Facility without the written permission granted by the RDN on behalf of the Owner.

9. On behalf of the Owner, the RDN reserves the right to cancel or alter rentals should conditions arise that necessitate schedule changes.
10. The Licensee is responsible for obtaining a BC Gaming License if necessary.
11. The Licensee shall not alter the Facility, construct, erect or attach any fixtures of any kind to any part of the Facility, without the written consent of the owner and if so erected, the Licensee covenants to remove the same and restore and leave the premises in the same condition as they were at the time the Licensee entered into occupation. If such restoration is not to the satisfaction of the owner, all such repairs are to be carried out by the owner and all costs involved are to be paid by the Licensee.

INDEMNITY AND INSURANCE:

1. The Licensee shall indemnify and save harmless and keep indemnified the RDN and the Owner and their employees and agents from all and any legal liability for claims, actions, losses, costs, damages, fines or fees which the Licensee or anyone else may have arising from bodily injury, including death, of or to any person or persons, or for damage to the property of the Licensee or any other person, arising out of or connected with the Licensee's use or occupancy of the Facility, whether occasioned by the negligence of the owner or otherwise.
2. The Licensee shall indemnify and save harmless and keep indemnified the RDN and the Owner and their employees and agents from all liability for loss or damage to the Facility or to any property of the RDN during or caused by the occupancy of the Facility, save and except reasonable wear and tear.
3. The Licensee shall not permit anything to be brought into or onto, or any act to be done on the premises, that would invalidate or increase the premium on policies of insurance held by the RDN or the Owner or which may injure or deface the Facility.

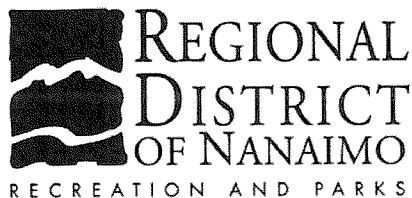
Leagues shall be required to provide proof of general commercial liability insurance as prescribed by the RDN from time to time.

Casual users are not required to provide proof of general commercial liability insurance, however all other parts of this License will apply.

Waiver of one or more terms of this agreement shall not be thereafter deemed a modification or waiver of the entire agreement but all other terms and conditions shall remain in full force and effect.

Signature of Licensee

Regional District of Nanaimo as an Agent for the Owner



RDN REPORT	
CAO APPROVAL <i>AMS</i>	
EAP	
COW	✓
MAY 30 2013	
RHD	
BOARD	

MEMORANDUM

TO: Wendy Marshall
Manager of Parks Services

DATE: May 30, 2013

FROM: Joan Michel
Parks and Trails Coordinator

FILE:

SUBJECT: Wildfire Response Agreement with the
Ministry of Forest, Lands and Natural Resource Operations

PURPOSE

To review and approve a Wildfire Response Agreement with the Province of BC in order for the Regional District to continue to receive wildfire suppression services from the Ministry of Forest, Lands and Natural Resource Operations for community and regional park properties situated outside of local fire protection areas.

BACKGROUND

In April 2008, the Regional Board approved entering into a Fire Control Cost Sharing Agreement with the Province in regard to parkland situated outside of local fire protection areas. The open-ended agreement provided the RDN with wildfire fire-fighting services for 1,710 hectares of community and regional parklands at an annual cost of \$1,026. There are no alternative means of obtaining these services at such a low cost, and fire-fighting insurance is not provided by the Municipal Insurance Association.

In 2011-2012, the Province undertook a review of its Fire Control Cost Sharing program. The Province revamped how wildfire risk was assessed and how Ministry suppression services were priced. In early 2013, the Province cancelled all existing Fire Control Cost Sharing Agreements and presented clients with the attached Wildfire Response Agreement for execution. Schedule A of the Agreement and as shown below in **Table 1** lists the park properties covered, which range from the 1,300 hectare Mount Arrowsmith Massif Regional Park to a host of smaller community parks on De Courcey Island in Electoral Area B.

Table 1

Park	Service Area	Size (Ha)	% Total
Wildwood Community Park	Electoral Area H	8	0.47%
Illusion Lake Community Park	Electoral Area H	9	0.53%
Horne Lake Regional Park	Regional	105	6.13%
Little Qualicum River Regional Park	Regional	40	2.33%
Mount Arrowsmith Massif Regional Park	Regional	1,300	75.84%
Benson Creek Falls Regional Park	Regional	16	0.93%
Mount Benson Regional Park	Regional	213	12.43%
Kipp Road Community Park	Electoral Area A	10	0.58%
Nanaimo River Canyon Community Park	Electoral Area C	10	0.58%
Mudge Island Community Park	Electoral Area B	0.3	0.02%
Cardale Road 1 Community Park	Electoral Area B	0.1	0.01%
Link Bay Road Community Park	Electoral Area B	1.6	0.09%
Dunlop Lane Community Park	Electoral Area B	0.5	0.03%
Dunlop-Flewett Community Trail	Electoral Area B	0.2	0.01%
Cardale Road 2 Community Park	Electoral Area B	0.4	0.02%
Total		1714.1	100%

In terms of obligations and costs to be borne by the RDN, there are few differences between the 2008 Fire Control Cost Sharing Agreement and the 2013 Wildfire Response Agreement. The RDN continues to rate 'low' when contrasted with forest companies who make up the bulk of Ministry clients. Under the new agreement, the cost to the RDN for Ministry fire suppression services actually decreases slightly, and now sits at \$900 for 1,714 hectares of park covered.

The new agreement has a term of three years. The RDN must submit an annual preparedness plan and liaise with fire-fighting staff on any changes in land use and fire risk at properties covered. RDN Parks already enjoys a close working relationship with the Coastal Fire Centre. Properties like Horne Lake Regional Park are visited regularly by Ministry staff who continue to express their satisfaction with the level of wildfire preparedness taking place at RDN parks. A blanket 'no fire at any time' bylaw requirement in RDN parks, except in the RDN's two campgrounds, helps the RDN reduce wildfire risk and simplifies communication with the public. The new agreement's requirement that the RDN provide a 24/7 contact during fire season can be addressed by the RDN Emergency Coordinator who will then immediately inform the Manager of Parks Services and General Manager of Recreation and Parks of any wildfire situations occurring within parks noted in the Agreement.

ALTERNATIVES

1. To approve the execution of the Wildfire Response Agreement with the Ministry of Forest, Lands and Natural Resource Operations.
2. Not to approve the Wildfire Response Agreement with the Ministry of Forest, Lands and Natural Resource Operations and provide alternative direction.

FINANCIAL IMPLICATIONS

The cost of entering into the Wildfire Response Agreement with the Province to cover fire suppression in relation to fifteen community and regional park properties will be \$900 per year for 2013-2015. The RDN would need to acquire a large amount of additional park situated outside of local fire protection areas in order to see this cost rise to any significant extent.

As has been the case since 2008, the annual fire-fighting charge will be paid for through the Regional Parks operating budget 98% (\$882) primarily with other affected service functions funding the remaining 2% based on proportional parkland area included in the agreement.

SUMMARY

In 2008, the RDN concluded an open-ended Fire Control Cost Sharing Agreement with the Province to handle fire-fighting at parklands situated outside of local fire protection areas. The cost to the RDN was \$1,026 per year for 1710 hectares of park. In 2011-2012, the Province reassessed how it determines wildfire risk and how much it costs to fight wildfire. All Fire Control Cost Sharing Agreements were terminated in early 2013, and the attached three-year Wildfire Response Agreement was issued in replacement. In the case of the RDN, there are no major differences in requirements old agreement to new. For slightly less in annual fee (\$900), the RDN will continue to receive fire suppression services for its outlying park properties. RDN Parks will prepare an annual fire preparedness plan for the properties covered by the new Wildfire Response Agreement, and a required 24/7 contact can be provided via the Emergency Coordinator position.

It is recommended the Regional Board authorize the execution of the 2013 Wildfire Response Agreement so wildfire-fighting services will continue to be in place for community and regional park properties situated outside of local fire protection areas.

RECOMMENDATION

That the Wildfire Response Agreement with the Ministry of Forest, Lands and Natural Resource Operations be approved as shown on *Appendix I*.



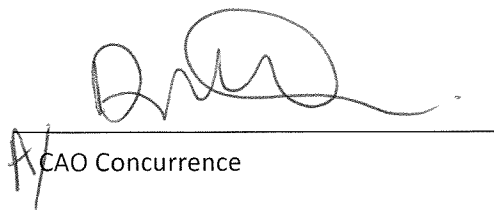
Report Writer



Manager Concurrence



General Manager Concurrence



CAO Concurrence

Appendix I



Ministry of
Forests, Lands and
Natural Resource Operations

Wildfire Response Agreement

FILE NO: 950-20/41111	THIS AGREEMENT DATED FOR REFERENCE THE _____ DAY OF _____ MONTH, 2013.
AGREEMENT DESCRIPTION: Fire Response Services Provided in British Columbia by the Province	

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the **MINISTER OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS**

**Wildfire Management Branch
Ministry of Forests, Lands and Natural Resource Operations**

By mail to:
P.O. Box 9502 Stn. Prov. Govt.
Victoria, British Columbia
V8W 9C1

Or by hand to:
2957 Jutland Road, 2nd Floor
Victoria, British Columbia
V8T5J9

Phone Number: (250) 387-8711
Facsimile Number: (250) 387-5685
Ministry Representative: Laurence Bowdige
E-mail Address: Laurence.Bowdige@gov.bc.ca

(the "Province")

AND:

**REGIONAL DISTRICT OF NANAIMO
Recreation and Parks Department
830 West Island Highway
Parksville, British Columbia
V9P2X4**

Phone Number: (250) 248-3252
Facsimile Number: (250) 248-3294
RDN Representative: Tom Osborne
E-mail Address: tosborne@rdn.bc.ca

(the "RDN")

referred herein to as "the Parties".

WHEREAS:

- A. The RDN owns or administers certain private or public lands in the Province of British Columbia primarily for the management, use and preservation of the forest, land and water resources through sustainable forest and ecological stewardship activities;
- B. The RDN has valuable assets that it wishes to protect from destruction by wildfire;
- C. The RDN has certain statutory obligations under the laws of British Columbia with respect to wildfire prevention, detection, control and suppression;
- D. The Province, through the Wildfire Management Branch has significant fire management expertise and fire suppression responsibilities on Crown lands and other private lands, and has therefore developed significant infrastructure and response resources to prevent, detect, control and extinguish wildfires;
- E. The RDN wishes the Province to provide fire response services, in addition to those provided by local governments and other agencies, to protect its land and assets as well as key public environmental values;
- F. The Parties wish to enter into this Wildfire Response Agreement that constitutes a cost sharing agreement for the purpose of Section 28 of the Wildfire Regulation; and
- G. Each Party acknowledges the contributions of the other in preventing, detecting, and fighting wildfires and wishes to work co-operatively to meet common fire prevention goals.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this document, the following words have the following meanings, unless the context dictates otherwise:

- a) “**Act**” means the *Wildfire Act* (British Columbia);
- b) “**Agreement**” means the agreement between the Parties as set out herein;
- c) “**Amending Document**” means a Contract Modification Agreement;
- d) “**Annual Preparedness Plan**” means a document completed by the RDN submitted on an annual basis to the Province prior to the fire season outlining operational and logistical considerations of the RDN such as RDN contacts, duty rosters, planned activities on the Lands and resources that may be available upon request of the Province;
- e) “**Business Day**” means a day, other than a Saturday, Sunday or statutory holiday, on which Provincial government offices are open for normal business in British Columbia;
- f) “**Fire**” means:
 - i. an unplanned fire occurring on forest or grass lands, burning forest vegetation, trees, grass, brush, heath, scrub, peat lands (wildfire); or
 - ii. an open fire set in accordance with Part 4 of the Wildfire Regulation which spreads beyond the area authorized for burning (wildfire); or
 - iii. a fire which does not spread to forest or range lands, or beyond the area authorized for burning if set under Regulation, but is now not in compliance with the Regulation (nuisance fire);
- g) “**Fire Management Plan**” means a plan developed by the RDN to provide support to decision makers for integrated wildland fire response and resource management activities;
- h) “**Fire Prevention**” means the activities directed at reducing fire occurrence; including public education, law enforcement, personal contact and reduction of Fire;
- i) “**Fire Response**” means all activities associated with responding to a Fire with appropriate Resources;

- j) “**Fire Suppression**” means all activities concerned with controlling and extinguishing a Fire following its detection;
- k) “**Lands**” means the specified private or public lands (on which physical structures may exist) owned and/or managed by the RDN and specifically identified to the Province as specified under Section 4.05 of this Agreement;
- l) “**Ministry Representative**” means the Ministry of Forests, Lands and Natural Resource Operations staff person appointed, or such other person as the Province may substitute at any time and immediately notify the RDN in writing, to serve as the primary contact between the Province and the RDN;
- m) “**Patrol**” means to inspect a Fire perimeter to prevent escape of the Fire and/or to travel a given route to inspect, prevent, detect and suppress Fires;
- n) “**Regulation**” means the *Wildfire Regulation* (British Columbia);
- o) “**Resources**” means the personnel and equipment available, or potentially available, for assignment to incidents or Fires;
- p) “**Services**” means the Fire Response services provided by the Province on or related to the Lands pursuant to this Agreement;
- q) “**Year**” means the twelve-month period from April 1st to March 31st.

2. TERM

- 2.01 This Agreement will take effect on the date of its execution.
- 2.02 The term of this Agreement shall end on March 31st, 2016 unless terminated by either Party in accordance with Section 6.01 of this Agreement.

3. SERVICES

- 3.01 When a Fire is discovered by or made known to the Province and threatens or has the potential to threaten the Lands, or is burning on the Lands, the Province will use its best efforts in accordance with Sections 8 and 9 of the Act to provide the Services to protect the Lands to the same extent and priority as on Crown lands or other lands within the jurisdiction of the Province, subject to the purposes of this Agreement, standard priority procedures and availability of Resources within British Columbia.
- 3.02 When a Fire is burning on the Lands, the Province and the RDN will cooperate to control, suppress and extinguish it, subject to statutory obligations and responsibilities, and the terms and conditions of this Agreement.
- 3.03 At its own expense, the Province will recruit Resources within or outside British Columbia as deemed necessary by it to provide the Services.
- 3.04 During periods of highly vigorous or extreme fire behaviour, or when there is high current or forecasted demand on provincial Resources, the Province will prioritize the allocation, positioning and dispatch of Resources in order to protect public safety and critical infrastructure.
- 3.05 As soon as possible following the discovery or report of a Fire, the Province will:
 - a) advise the RDN of the Fire on the Lands and the action taken; and,
 - b) on request of the RDN, provide supporting information regarding Fires affecting or threatening the Lands.
- 3.06 Once a Fire referred to in Section 3.01 above is extinguished, the Province, in agreement with the RDN, will rehabilitate land damaged by fire control in accordance with Sections 15 and 17 of the Regulation. Additional rehabilitation services can be agreed to by the Parties as referred to in Section 3.09 and 5.04 of this Agreement, on any of the Lands damaged by the Services provided by the Province under this Agreement.

- 3.07 During periods when the risk of a Fire starting and spreading is minimal (typically November to February inclusive) it is understood by the Parties that the Province has limited Resources available to respond to Fires.
- 3.08 The Province is not mandated nor does it have the skills, equipment or training to respond to non-wildfires such as those involving structures, vehicles, landfills, hazardous materials and coal or coal seams. The Province may respond at a safe distance from non-wildfires to protect the forest and range resources.
- 3.09 The Province may provide the RDN with additional services at the RDN's request.
- 3.10 The Province and the RDN will meet at least once per Year to review the Year's activity.

4. OBLIGATIONS OF THE RDN

- 4.01 The RDN will:
 - a) where a Fire is discovered on the Lands, carry out fire control as per the *Act*, Regulation and Ministry of Forests, Lands and Natural Resource Operations Policy 9.1 as amended from time to time;
 - b) as soon as possible, advise the Province of any actions taken on a Fire;
 - c) on the request of the Province and when available, provide a fire information report for the fire;
 - d) **in addition to their statutory obligations and responsibilities and on the request of the Province, provide resources as identified in Schedule B to assist the Province** in Fire Suppression and Patrol on the Fire. Such efforts **on the part of the RDN will be at no cost to the Province and shall not relieve the RDN or the Province of their responsibilities as required by legislation or as contemplated by this Agreement;**
 - e) notify the Province if a new industrial use is initiated upon the Lands, or if it becomes aware of any specific hazards on the Lands; and
 - f) provide, at minimum on an annual basis, an Annual Preparedness Plan as described in Schedule C or a fire pre-organization plan if available.
- 4.02 In consultation with the Province, the RDN will use its best efforts to assist the Province in securing Resources for use in Fire Suppression on the Lands. Compensation will be paid by the Province as outlined in the British Columbia Forest Service Operating Guidelines for Industry to Suppress Wildfires, subject to the *Act*, the Regulation, and the Ministry of Forests, Lands and Natural Resource Operations Policy 9.1. These Resources are in addition to the statutory obligations and responsibilities of the RDN and those Resources described in Schedule B.
- 4.03 The RDN will assist and co-operate with the Province in any investigations including fire origin and cause investigations, settlements and claims related to this Agreement.
- 4.04 The RDN will use **all reasonable commercial** efforts to encourage its officers, directors, employees, sub-contractors and agents to provide the assistance described in Section 4.03.
- 4.05 The RDN will, upon execution of this Agreement, provide the Province with maps in digital form (or other such format as agreed upon by the Parties) and written descriptions of the Lands.
- 4.06 Before April 1st of any subsequent Year, the RDN will advise the Ministry Representative of any changes to the Lands and the Province will prepare an Amending Document. The RDN will, upon execution of the Amending Document, provide the Province with revised maps in digital form (or other such format as agreed upon by the Parties) and written descriptions of the Lands.
- 4.07 The RDN may develop a Fire Management Plan that identifies critical values at risk to wildland fire on the Lands and areas where wildland fire may be beneficial or detrimental on the Lands. The plan should be reviewed and revised by the RDN on an annual basis to identify changes that may occur on the Lands. Where the RDN has identified that this plan has been completed, a copy will be provided to the Province upon request.

5. ANNUAL FEE FOR PROVINCIAL WILDFIRE SERVICES

- 5.01 In consideration of the Province providing the Services, the RDN will pay to the Province an annual fee (the "Annual Fee") equal to \$900 for the Lands as specified in Section 4.05 of this Agreement.
- 5.02 The RDN will pay the Annual Fee to the Province in advance of the Services rendered as follows:
- a) for the first Year of this Agreement, on execution of this Agreement or April 1st whichever is the later; and,
 - b) by April 30th of each subsequent Year.
- 5.03 The fee under paragraph 5.01 represents the total and final amount owing from the RDN to the Province for the Services set out in this Agreement and provided in each Year, regardless of the number, cause or origin of Fires that occur on the Lands, provided the RDN or its officers, directors, employees, agents or subcontractors did not wilfully cause or contribute to the start or spread of a Fire through its own acts or omissions. In the event that the RDN or its officers, directors, employees, agents or subcontractors, through their acts or omissions did wilfully cause or contribute to the start or spread of a Fire, the Province shall be entitled to seek cost recovery and/or administrative penalties from the RDN in accordance with Sections 25 and 27 of the *Act*.
- 5.04 Where any additional services are provided by the Province at the RDN's request under Section 3.09 of this Agreement, the Province and the RDN will agree on the services and fees for the additional works and the RDN will compensate the Province for each individual project at the completion of the project.

6. TERMINATION

- 6.01 Either Party may terminate this Agreement for any reason, by giving written notice to the other Party before January 31st in any Year, and will be effective as of March 31st of that Year.
- 6.02 The termination of this Agreement shall not affect any:
- a) provisions of this Agreement that are implied or expressed to operate or have effect after the termination; and
 - b) right or obligation of a Party arising under this Agreement before the termination of this Agreement.

7. MISCELLANEOUS

- 7.01 No change to this Agreement is effective unless the change is in the form of an Amending Document signed by both Parties.
- 7.02 Each Schedule attached to this Agreement forms an integral part of this Agreement as if set out in length in the body of this Agreement.
- 7.03 **The RDN may assign its rights under this Agreement to any subsequent owner of all or any portion of the Lands provided that such subsequent owner agrees in writing with the Province to be bound by the terms of this Agreement.**
- 7.04 **This Agreement shall be binding upon and shall enure to the benefit of the Province and the RDN and their respective successors and assigns.**
- 7.05 **Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:**
- (a) hand delivered to the Party or the specified Party representative, in which case it will be deemed to be received on the day of its delivery; or
 - (b) by prepaid post to the Party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or

- (c) delivered by courier service to the Party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
- (d) by facsimile or electronic transmission to the specified facsimile number or email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.

7.06 Nothing in this Agreement is to be construed as interfering with or fettering the exercise of discretion of any government decision maker.

7.07 Time is of the essence in this Agreement.

7.08 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

8. EXECUTION AND DELIVERY

8.01 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 7.05 or any other method agreed to by the Parties.

The Parties have duly executed this Agreement as follows.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province.	SIGNED AND DELIVERED by or on behalf of the RDN (or by an authorized signatory of the RDN if a corporation.)
Brian Simpson Executive Director Wildfire Management Branch	
Dated this ____ day of _____, 2013.	Dated this ____ day of _____, 2013.




Ministry of
Forests, Lands and
Natural Resource Operations

Schedule A
RDN Lands Maps

Operating Area (Park/Trail Name)	Hectares	Map Number
Wildwood Community Park	8	1
Illusion Lake Community Park	9	2
Horne Lake Regional Park	105	3
Little Qualicum River Regional Park	40	4
Mount Arrowsmith Massif Regional Park	1300	5
Benson Creek Falls Regional Park	16	6
Mount Benson Regional Park	213	7
Kipp Road Community Park	10	8
Nanaimo River Canyon Community Park	10	9
Mudge Island Community Park	0.3	10
Cardale Road 1 Community Park	0.1	11
Link Bay Road Community Park	1.6	12
Dunlop Lane Community Park	0.5	13
Dunlop-Flewett Community Trail	0.2	14
Cardale Road 2 Community Park	0.4	15
Total	1714.1	

Total Area of the Lands within this Agreement is 1714.1 hectares.

NB: Lands described only reflect that portion of park or trail **not** located within a local fire protection area.

 <p>Ministry of Forests, Lands and Natural Resource Operations</p>	<h2 style="margin: 0;">Schedule B</h2> <h3 style="margin: 0;">RDN Resources</h3>
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1. In addition to their statutory obligations and responsibilities the RDN will provide Resources, as requested by the Province, for Fire Suppression and Patrol during periods when there is a risk of a Fire starting and spreading.
2. The RDN Resources will be made available as and when required at no cost to the Province.
3. Resources supplied by the RDN must meet the applicable requirements as indicated in the WorkSafeBC Occupational Health and Safety Regulation, Policies, Guidelines and WCB Standards.
4. Where RDN Lands are dispersed over a broad geographic area, RDN Resources may be identified applicable to specific operations or geographic areas.
5. Personnel
 - a) Site Representative(s) **must** be identified:
 A Site Representative is an individual authorized to act on behalf of and make decisions for the RDN with respect to Fire Response operations and activities.
 A Primary Site Representative will be identified by the RDN for all Fires and will be available during periods when there is a risk of a Fire starting or spreading and able to respond to the site of a Fire when requested by the Province. Where an Annual Preparedness Plan is submitted to the Province, alternative Site Representatives with names, applicable dates and contact information may be identified to the Province in place of the Primary Site Representative.

Primary Site Representative	24 Hour Telephone Contact
Jani Drew, RDN Emergency Coordinator	(250) 713-2057
EC Alternate #1: Jack Eubank	(250) 713-4872
EC Alternate #2: Brian Brack	(250) 714-3987
In addition and for Horne Lake Regional Park only (a campground park)	
Bill Woodhouse, RLC Parks Services	(250) 927-4790

6. Equipment
 - a) The RDN will make available the following equipment that is owned, rented or leased by the RDN and available for Fire Suppression. Equipment will respond (“wheels rolling”) from the marshalling point to the site of a Fire within one hour of dispatch during periods when there is a risk of a Fire starting or spreading. Equipment is expected to arrive at the site of the Fire within a reasonable time frame as dictated by the fire danger. The marshalling point of these resources will be documented in the Annual Preparedness Plan.
 Other equipment that may potentially be available may be documented in the Annual Preparedness Plan.

Description of Equipment	Location
One Honda Ultra striker pump; Draftex suction & SPEC 187 hose; nozzles, valves & clamps; rake, pulaskis, shovels; 25L stabilized fuel; hard hats, valves, tool box.	All equipment stored on a fire trailer and housed at Horne Lake Regional Park. Equipment intended for use by RDN Park Operator at the lakeshore campgrounds in the park, though certainly could be used by crews responding to wildfire beyond the campground and developed area of park.

7. Other Resources

- a) The RDN will make available the following additional resources or services for Fire Suppression during periods when there is a risk of a Fire starting or spreading.

Type of Resource	Location



Ministry of
Forests, Lands and
Natural Resource Operations

Schedule C Annual Preparedness Plan Content

1. The RDN will prepare an Annual Preparedness Plan that provides the Province with information about the RDN that may assist the Province in its Fire Response operations, and will be provided to the Province prior to the fire season.
2. Updates to the Annual Preparedness Plan may be requested by the Province monthly or as determined by the Province.
3. The following is a framework that may be used and provides suggestions regarding plan content.

Brief Description of the Area Under Agreement

- Location
- Geographic considerations such as significant physical separation of parcels of land

Personnel

- Duty rosters and standby personnel
- Availability of Site Representatives (including whether this will be 24/7 during the fire season or for specified hours)
- Fire crews and equipment, the dates of availability and the marshalling point(s)

Operational Considerations

- Identification of active operating areas and when the operations will be undertaken including:
 - Harvesting (including the location of any high-lead operations)
 - Road building and / or road deactivation (including blasting operations)
 - Site preparation
 - Reforestation
 - Stand treatments such as brushing, weeding, pruning
- Location of contractors and / or contracted equipment that may aid in fire suppression
 - Estimate of when they may be operating on the Lands
- If available, operational overview maps showing the planned location of high risk activities
- Location of equipment caches

Transportation Considerations

- Location of any barges, ferries or other water vessels that may aid in the ground transport of fire suppression personnel and equipment
 - Estimate of when this equipment may be available
- Location of any locked gates
 - Availability of keys
 - New gates established on the Lands and availability of new keys



Ministry of
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Schedule D

Digital Data Limited Use Agreement

Subject to the *Freedom of Information and Protection of Privacy Act*, the RDN agrees to share the digital data identified in Section 4.05 with the Province for the ongoing purpose of implementing the Wildfire Response Agreement between the RDN and the Province.

The provision of the digital data is subject to the following conditions:

1. Supplied data not in the public domain is provided without warranty and is the sole and exclusive property of the RDN. The Province and contractors operating on behalf of the Province do not acquire any right, title or interest in or to the data or any portion of it or to any intellectual property or other proprietary rights related to it.
2. The RDN data will be used only for Wildfire Management Branch projects unless the RDN gives permission otherwise.
3. The RDN's digital data will not be shared with any parties other than the Province or contractors working on behalf of the Province without the RDN's consent.
4. The Province will ensure that all of the data and copies are stored in a secure place while in its possession, custody or control and that metadata identifying the limited use rights to the data is appended to the data.
5. Only generalized hard copy maps, generalized digital plotter files, generalized digital graphic files (such as TIFF, JPEG or PDF format files), or generalized data tables of any spatial analyses containing the RDN's version of this data may be shared with individuals and organizations not working on behalf of the Province.
6. The Province will ensure that individuals or contractors acting on behalf of the Province are aware of, and agree in writing to, the conditions in this agreement. The Province will maintain a central ledger of written agreements and provide copies of those agreements.



RDN REPORT		
CAO APPROVAL		<i>PK</i>
EAP		
COW	✓	
MAY 31 2013		
RHD		
BOARD		

MEMORANDUM

TO: Carey McIver
Manager, Solid Waste Services

DATE: May 21, 2013

FROM: Jeff Ainge
Zero Waste Coordinator

FILE: 5370-01

SUBJECT: Bear Smart Information Sessions 2013

PURPOSE

To provide a summary of recent Bear Smart Information sessions hosted throughout the Region at the Board’s direction.

BACKGROUND

In July 2012, the Board considered a staff report pertaining to a request for assistance in hosting a bear awareness education session. In order to accommodate that request, and to offer residents of other areas something more than was currently available through the Zero Waste program, the Board directed the Solid Waste department to allocate \$3,000 in 2013 to host information sessions and fund them through the curbside collection budget.

Residential waste is by no means the only attractant of wildlife, but the Solid Waste Department has been proactive throughout past years in providing bear awareness information through newsletters and web posts. Other departments that likely have involvement with bear issues include Recreation and Parks, and Development Services through Bylaw and Enforcement calls.

To meet the Board’s request, in March 2013 staff met with a local specialist in the field of bear safety – Crystal McMillan of Bear Smart BC Consulting Inc. Ms. McMillan and her staff are trained and certified experts in British Columbia who specialize in working with government, industry, and other stakeholders to reduce human conflict with wildlife.

Seven information session venues were identified within the Curbside Collection program service areas. The venues were in areas with a history of bear interactions (as reported to the BC Conservation Officer Service). Each information session would include information pertinent to the specific area.

An array of advertising included the notice being inserted in eight print publications, posted on the RDN website as well as being posted to four online community magazines and bulletin boards. The RDN Facebook site was updated regularly in advance of each session, and a Twitter feed posting was re-tweeted by three of the twitter feed followers. Notices were also posted in advance at the venues.

Despite the array of advertising, and scheduling the sessions for Spring when black bears become more active, attendance was low as can be seen in Table 1. Feedback from the residents who did attend was positive, with many commenting they appreciated learning about the number and type of bear interactions reported within their area and they felt better informed about how best to minimize attractants around their property.

Table 1 Information Session Venues and Attendance

<i>Date</i>	<i>Venue</i>	<i>Public in Attendance</i>
April 18	Cranberry Hall – South Wellington	0
April 24	Cedar Heritage Centre - Cedar	14
April 25	Qualicum Civic Centre – Qualicum Beach	6
April 30	Lighthouse Community Hall – Qualicum Bay	1
May 1	Bradley Centre – Coombs	5
May 8	Nanoose Library Hall – Nanoose Bay	7
May 9	Agi Hall – Gabriola Island	6
Total in Attendance		39

Alternative methods which may be more effective at delivering the bear smart messages to a greater audience include improving information available on the RDN website, and producing printed material which could be included in utility billing mail outs. Other departments may be able to reach a wider audience through their activities and they could also budget to host information sessions.

ALTERNATIVES

1. Allocate funding in the 2014 Curbside Collection budget to host another series of bear smart information sessions.
2. Allocate funding in the 2014 Curbside Collection budget to print and distribute bear smart information material.
3. Ensure bear smart related information is kept current and is easily accessible on the websites.

FINANCIAL IMPLICATIONS

The Curbside Collection Program budget (which is funded solely from utility fees paid by the residents of the seven Electoral Areas, plus the residents of Lantzville, Parksville and Qualicum Beach), allocated \$3,000 in 2013 to cover bear awareness education. The total cost to host the seven workshops was in excess of \$4,300, with the presenter’s fees and advertising each costing around \$2,000. Venue rentals made up the additional \$300 of costs.

Approximately 35 hours of staff overtime (at an equivalent cost of \$1,750) was required to host the seven sessions, open and set up the venues, be present to provide responses to any curbside collection questions, and to lock up the venues at the end of the evening.

Under Alternative 1 above, staff estimate \$5,000 would be required to host another set of information sessions throughout the region in 2014. This cost does not include staff overtime. Even with additional advertising or using different venues, staff does not believe this expenditure will result in significantly greater attendance.

Alternative 2, producing printed material for distribution, could cost in the range of \$2,500 to \$3,500 depending upon size of the print run (up to 30,000 brochures). Including a brochure with the annual utility bill would ensure the information reached the bulk of single family households on the curbside collection program but it may impact the weight and the postage cost of the utility billing mail out.

The RDN website and the Beyond Composting website each contain a page dedicated to providing best practices for managing household garbage and food waste as well as information on reducing wildlife attractants around the home. These two pages received 250 views during the period May 2012 – May 2013. Under Alternative 3, improving the content and accessibility of bear smart information on the websites could be achieved for less than \$1,500; a relatively small investment with the potential for current information to be easily available to a wide audience year round.

SUSTAINABILITY IMPLICATIONS

Scientific information indicates Vancouver Island black bears require a variety of easily accessible foods and as a result are usually found in the lower elevations of the island. They will not inhabit areas densely populated by humans, but are not shy about coming into rural and residential areas to forage. Frequent incursions by bears looking for an easy meal, via improperly stored household waste containers, birdfeeders, backyard compost bins, un-cleaned barbecue grills, pet or livestock food and so on causes conflict between the bears and the local human community.

Providing a proactive education program to reduce the risks of human-wildlife conflicts, and to make residents of the region more aware of the proper ways to manage or limit the attractants on their properties, can contribute to the wellbeing and peaceful co-existence of both species.

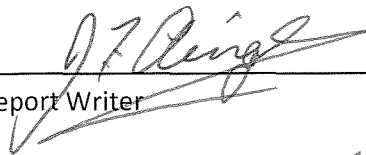
SUMMARY

In July 2012, the Regional Board directed staff to allocate \$3,000 in the 2013 Curbside Collection Program budget for the purpose of hosting bear awareness information sessions. A local specialist in the field of bear safety was retained to host seven sessions throughout the region over three weeks in April-May 2013. A mix of advertising was employed however attendance was very low.


Staff believe that if the Board wants to continue providing a level of bear awareness information, with a specific focus on managing attractants around the home (as opposed to safety in the wild), future funding allocations in the Solid Waste budget can be better utilized than hosting information sessions. Other departments may have the opportunity to reach a wider audience through offering bear smart related information as part of their activity programming.

RECOMMENDATIONS

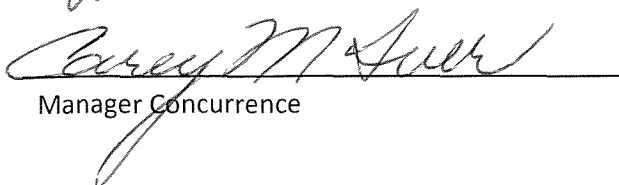
That staff be directed to ensure bear smart related information is kept current and easily accessible on the Regional District and Beyond Composting websites.



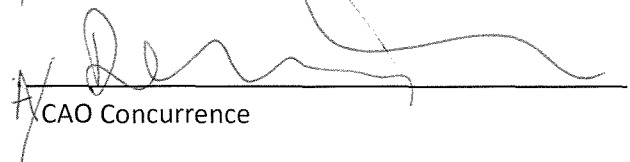
Report Writer



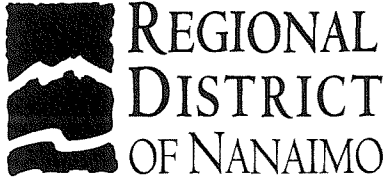
General Manager Concurrence



Manager Concurrence



CAO Concurrence



RDN REPORT	
CAO APPROVAL	<i>MS</i>
EAP	
COW	<input checked="" type="checkbox"/>
MAY 31 2013	
RHD	
BOARD	

MEMORANDUM

TO: Carey McIver
Manager of Solid Waste

DATE: May 27, 2013

FROM: Sharon Horsburgh
Senior Zero Waste Coordinator

FILE: 0360-20-RSWAC

SUBJECT: Amendment to Regional Solid Waste Advisory Committee Terms of Reference

PURPOSE

To seek Board approval to amend the Regional Solid Waste Advisory Committee Terms of Reference.

BACKGROUND

In March 2013, the Board approved a revised Terms of Reference for the the Regional Solid Waste Advisory Committee (RSWAC). Following Board approval, staff realized that they had inadvertently specified only one (1) First Nations representative on the committee rather than three (3), which has always been the case (Snuneymuxw, Nanoose and Qualicum First Nations).

To correct this oversight, the attached RSWAC Terms of Reference has been amended to increase First Nations membership on the committee from one (1) to three (3).

ALTERNATIVES

1. That the Board approves the amended RSWAC Terms of Reference as attached.
2. That the Board does not approve the amended RSWAC Terms of Reference as attached and provides alternative direction.

FINANCIAL IMPLICATIONS

There are no financial implications with amending the RSWAC Terms of Reference.

RECOMMENDATION

That the Board approves the amended Regional Solid Waste Advisory Committee Terms of Reference as attached.

Sharon Horsburgh

Report Writer

[Signature]

General Manager-Concurrence

Carey McIver

Manager Concurrence

[Signature]

CAO Concurrence

REVISED

REGIONAL DISTRICT OF NANAIMO

REGIONAL SOLID WASTE ADVISORY
COMMITTEE

B e y o n d R e c y c l i n g

TERMS OF REFERENCE

March 26, 2013

Background

In British Columbia, regional districts are mandated by the Provincial Environmental Management Act to develop Solid Waste Management Plans (SWMP) that are long term visions of how each regional district would like to manage their municipal solid wastes, including waste diversion and disposal activities. SWMP's are approved by the Minister of Environment, and following plan approval, the Ministry of Environment (MOE) expects that a review of plan effectiveness be completed by the end of each five year period. Public consultation, including the creation of advisory committees, is an essential requirement for plan approval. Although the MOE recommends the establishment of separate public and technical advisory committees, the RDN has found that a single advisory committee, representing both community and technical interests at the same table and chaired by a non-voting RDN director, provides the most transparent, accountable and productive vehicle for meaningful public involvement.

Purpose

The primary role of the Regional Solid Waste Advisory Committee is to advise the Board on the review and update of the SWMP, which was approved by the Province in 2005 and amended in 2010. The RSWAC will be reviewing the Zero Waste and Residual Waste components of the plan and making recommendations with respect to identifying issues and opportunities to be included an updated SWMP.

Committee Roles and Responsibilities

The Regional Solid Waste Advisory Committee (RSWAC) will be both an advisory and monitoring committee. The RSWAC will:

- provide recommendations to the Board regarding programs and policies relating to solid waste management;
- liaise between their constituents and the RDN; providing feedback to the RDN and increasing awareness of solid waste issues amongst their constituency;
- participate on smaller ad-hoc committees dealing with specific issues or tasks;
- provide advice and feedback on consultation activities with the general public;
- provide input and feedback on technical reports and other documents prepared for the committee's information;
- strive to keep abreast of solid waste management issues both locally and in a broader context.

Membership Criteria/Selection

The committee will consist of 22 members. Members will be selected by the Board through an application process. Membership representation will be as follows:

2 members	General Public (1 north, 1 south)
2 members	Business Community (1 north, 1 south)
1 member	Waste Management – private sector
1 member	Waste Management – non-profit
1 member	Landfill Liaison Committee
1 member	Environment Community
4 members	RDN Board
3 member	First Nations representative
1 member	Environment Canada
1 member	Ministry of Environment
1 member	Central Vancouver Island Health Unit
4 members	Municipal staff (Nanaimo, Parksville, Qualicum Beach and Lantzville)

Membership may be changed as needs or issues arise. The application for committee membership will be promoted through advertisements in local media. Applications must demonstrate the applicant's:

- representation of one of the sectors listed above;
- willingness and ability to commit to volunteering the necessary time to the committee;
- interest in solid waste issues in the RDN;
- willingness and ability to consider issues from all sectors and geographical perspectives within the community;
- experience related to solid waste issues;
- willingness and ability to work towards consensus on issues being addressed by the committee.

Selection of members will attempt to create a committee with a balance of representation:

- geographically;
- demographically; and
- with a variety of interests and perspectives.

Term

Members will be appointed by the RDN Board to a 3-year term. Alternate member appointments will be approved by the Committee as required. No substitute members will be permitted. If a member must resign from the committee, their position will be filled through the application process.

In general there will be 4-6 meetings per year of the committee with the provision for workshops or other presentations at the committee's discretion.

Members are expected to attend all committee meetings. Members who miss 75% of meetings within one year will have their membership revoked at the discretion of the committee.

Decision Making

Committee recommendations to the RDN Board will be made by consensus whenever possible. If necessary, votes may be taken and minority reports may be submitted to the Board in addition to the majority opinion.

RSWAC meetings will be open to the public, however non-RSWAC members will not have speaking or voting privileges. Delegations that wish to address the committee must seek approval from the committee through a written request. Acceptance of a delegate's request to speak to the committee will be at the discretion of the committee.

Chairperson

The chair will be one of the RDN Board members appointed to the Committee in order to provide a direct link between the advisory committee and the Board.

**REGIONAL DISTRICT OF NANAIMO
REGIONAL SOLID WASTE ADVISORY COMMITTEE
INAUGURAL MEETING
HELD ON THURSDAY, MAY 16, 2013
BOARD CHAMBERS**

Present:

George Holme, Chair	Director Electoral Area E
Jim Kipp	City of Nanaimo
Ted Greves	City of Nanaimo
Wally Wells	Business Community - North
Dr. Jim McTaggart-Cowan	Environment Community
Frank Van Eynde	General Public - North
Michael Recalma	Qualicum First Nation
Ed Walsh	Waste Management – Private Sector
Jan Hastings	Waste Management – Non Profit Sector
Gary Franssen	City of Nanaimo
Al Cameron	Town of Qualicum Beach
Fred Spears	District of Lantzville
Al Leuschen	Ministry of Environment

Also in Attendance:

Paul Thorkelsson	CAO, RDN
Dennis Trudeau	GM Transportation & Solid Waste Services, RDN
Carey McIver	Manager of Solid Waste, RDN
Sharon Horsburgh	Senior Zero Waste Coordinator, RDN
Jeff Ainge	Zero Waste Program Coordinator, RDN
Maude Mackey	Zero Waste Compliance Officer, RDN
Maggie Warren	Superintendent of Scale & Transfer Services
Alec McPherson	Director Electoral Area A

Regrets:

Jeremy Jones	General Public – North
Al Metcalf	City of Parksville
Howard Houle	Director Electoral Area B

CALL TO ORDER

The Chairperson called the meeting to order at 4:05 pm.

INTRODUCTIONS

The Chairperson asked each participant to briefly introduce themselves as well as their reasons for participating on the Committee.

RSWAC TERMS OF REFERENCE

Sharon Horsburgh, presented an overview of the Regional Solid Waste Advisory Committee Terms of Reference including the purpose, roles and responsibilities, membership criteria and term. (Powerpoint presentation attached to minutes).

RDN SOLID WASTE MANAGEMENT SYSTEM OVERVIEW: Zero Waste to Residuals

Carey McIver presented background information on: the RDN Solid Waste System, the Zero Waste Plan and the Residual Management Plan as well as issues and opportunities. (Powerpoint presentation attached to minutes).

SOLID WASTE PLAN REVIEW PROCESS

Sharon Horsburgh gave a presentation of the Solid Waste Management Plan Review process, which includes three stages over the next three years. Stage One will evaluate the existing system, Stage Two will identify strategy options for future planning and Stage Three will involve consultation and plan adoption if required. The draft Stage One Technical Report is being prepared by Maura Walker & Associates and will be made available at the RSWAC site tour meeting on June 20th 2013.

Jan Hastings questioned the role of the committee and asked if the committee would be reviewing the Stage 1 technical report?

Sharon Horsburgh replied that a draft copy of the Stage One report will be distributed at the June 20th meeting. Each Committee member will be given a copy to review over the summer and then at the October meeting, the RSWAC members will have an opportunity to provide feedback to staff.

Wally Wells questioned the timing of Metro Vancouver's Request for Proposals with regards to potential site identification for New Waste-to-Energy Capacity.

Carey McIver advised that Metro Vancouver is ahead of us with respect to seeking out options for future disposal capacity, as the RDN has sufficient disposal capacity for the next twenty years at the Regional Landfill.

Dennis Trudeau added that the Board has a keen interest in Waste-to-Energy. Staff has conducted studies on new and emerging technologies and the RDN will be paying close attention to Metro Vancouver's process.

SITE TOUR/NEXT MEETING

Sharon Horsburgh advised that the June 20 meeting would include conducting a tour of Church Road Transfer Station, Porter Wood Recycling Ltd., Parksville Bottle & Recycling Depot Ltd., Nanaimo Recycling Exchange, BFI Canada Inc. (Springhill Road & 10th Avenue), Regional Landfill and ICC. The time would be from 11am-6pm. A meeting tour invitation will be e-mailed to all RSWAC members.

ADJOURNMENT

The meeting was adjourned at 5:30 pm. The next meeting of the Regional Solid Waste Advisory Committee is tentatively scheduled for the June 20, 2013 tour.

CHAIRPERSON

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE MEETING OF THE GRANTS-IN-AID ADVISORY COMMITTEE
HELD ON WEDNESDAY, MAY 22, 2013 AT 1:00 PM
AT THE REGIONAL DISTRICT OFFICES**

Present: M. Young Chairperson
D. Willie Director, District 69
J. Wilson-Storey Citizen Advisory Group
B. Erickson Citizen Advisory Group
G. Wiebe Citizen Advisory Group
M. Patterson Citizen Advisory Group

Staff: J. Hill Manager, Administrative Services
N. Tonn Senior Secretary

CALL TO ORDER

The Chairperson welcomed Michele Patterson to the Grants-in-Aid Advisory Committee.

MINUTES

MOVED D. Willie, SECONDED G. Wiebe, that the minutes of the Grants-in-Aid meeting held Monday, November 5, 2012 be adopted.

CARRIED

DISTRICT 68

Funds available: \$ 4,260.00

Chairperson Young left the meeting during discussions and voting regarding Friends of the Morden Mine Society citing a possible conflict of interest.

J. Wilson-Storey left the meeting during discussions and voting regarding the two applications from the Gabriola Arts Council citing a possible conflict of interest.

MOVED D. Willie, SECONDED J. Wilson-Storey, that Grant-in-Aid funds for District 68 be awarded to the following applicants:

Name of Organization	Amount Requested	Amount Recommended
Cedar 4-H Club	\$ 2,000.00	\$ 175.00
Friends of the Morden Mine Society	2,386.59	1,000.00
Gabriola Arts Council	4,000.00	1,000.00
Gabriola Arts Council	3,000.00	Denied
Gabriola Athletic Movement Society	4,000.00	770.25
Gabriola Community Hall	5,000.00	Denied
Jonanco Hobby Workshop Association	2,500.00	250.00
The Hope Centre	2,612.77	Denied

CARRIED

MOVED D. Willie, SECONDED B. Erickson, that the remaining funds in the amount of \$1,064.75 be carried forward to the Fall Grants-in-Aid meeting.

CARRIED

The Committee agreed that the following comments be conveyed to the applicants:

Cedar 4-H Club – grant funds of \$175.00 to be used toward the costs for five individuals to complete the Serving it Right Course.

Friends of the Morden Mine Society – grant funds of \$1,000.00 to be used toward the cost of signage to be placed at the rest stop at Cassidy along the Trans Canada Highway.

Gabriola Arts Council – grant funds of \$1,000.00 to be used toward expenses related to the Kids Corner held during the annual Gabriola Theatre Festival.

Gabriola Arts Council – the grant request was denied. Due to the limited funds available for grant applications, a request of this nature is not feasible at this time.

Gabriola Athletic Movement Society – grant funds of \$770.25 to be used for runner kits and shuttle bus expenses.

Gabriola Community Hall – the grant request was denied. The limited funds available for grant applications has a large bearing on this decision.

Jonanco Hobby Workshop Association – grant funds of \$250.00 to be used toward the purchase of batting to make quilts for the Quilt Donation Program.

The Hope Centre – the grant request was denied. With limited funds available for grant applications, a request of this size is not feasible at this time.

DISTRICT 69

Funds available: \$ 12,912.00

MOVED D. Willie, SECONDED J. Wilson-Storey, that Grant-in-Aid funds for District 69 be awarded to the following applicants:

Name of Organization	Amount Requested	Amount Recommended
Eswyn's Alpine & Rock Garden	\$ 3,500.00	\$ Denied
Bowser Senior Housing Society	5,000.00	Denied
Lighthouse Community Centre Society	4,998.00	3,060.00
Lighthouse Country Marine Rescue Society	2,100.00	2,100.00
Oceanside Community Arts Council	5,000.00	5,000.00
Oceanside Volunteer Association	1,225.00	1,225.00
Ravensong Breakers Aquatic Club	4,500.00	Denied

CARRIED

The Committee agreed that the following comments be conveyed to the applicants:

MOVED D. Willie, SECONDED J. Wilson-Storey, that the remaining funds in the amount of \$1,527.00 be carried forward to the Fall Grants-in-Aid meeting.

Eswyn's Alpine & Rock Garden – the grant request was denied. The proposed costs of the signage and landscape grid drawings are high in consideration of the limited funds available for grant applications.

Bowser Senior Housing Society – the grant request was denied. The Committee advised that funding for this request would not result in a direct and tangible benefit to the Community as the request is for the undertaking of a decision process.

Lighthouse Community Centre Society – grant funds of \$3,060.00 to be used to replace the flooring in the Association's Nordin Room, to rekey the Community Hall, and to replace a lamp pole and kitchen vent.

Lighthouse Country Marine Rescue Society – grant funds of \$2,100.00 to be used for the purchase of a datum marker buoy (DMB) to be used in search and rescue and as a training tool.

Oceanside Community Arts Council – grant funds of \$5,000.00 to be used toward the purchase of supplies and materials needed in an upgrade to the McMillan Arts Centre to ensure the sustainability of the building into the future.

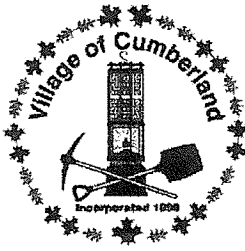
Oceanside Volunteer Association – grant funds of \$1,225.00 to be used toward brochures and print materials for a series of workshops between May and October 2013. The Committee encourages the Association to investigate other funding sources as they have been in receipt of several grants in recent years and continuing support should not be anticipated.

Ravensong Breakers Aquatic Club – the grant request was denied. The Committee advised that grant funds should not be used to subsidize the cost of club membership.

ADJOURNMENT

The meeting adjourned at 3:05 PM.

CHAIRPERSON



Corporation of the Village of Cumberland

2673 Dunsmuir Avenue
P.O. Box 340
Cumberland, BC V0R 1S0
Telephone: 250-336-2291
Fax: 250-336-2321
cumberland.ca

File No. 0400-60

April 29, 2013

Association of Vancouver Island
Coastal Communities Member Municipalities

Dear Mayors and Councillors,

The Village of Cumberland would like to invite you to promote pollination in your community by introducing mason bees into your public places.

Cumberland has introduced Blue Orchard mason bees and placed a nesting block in its centrally-located No. 6 Mine Historic Park with great success. Unlike honey bees, mason bees are more self-sufficient and docile and play an important role in pollinating crops, flowers, fruit trees, and vegetables in our gardens. Protecting our native beneficial bees through habitat conservation helps to support local food production.

We encourage your local government to take on this great initiative of promoting pollination in your community. There are several ways of doing so. One way is by installing a mason bee nesting blocks in your community parks. Your Council may also make a simple proclamation to promote mason bees in your community. Please also encourage community organizations to take on such works on your behalf.

Yours truly,

Leslie Baird
Mayor