

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, JANUARY 22, 2013
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

- 1. CALL TO ORDER**
- 2. DELEGATIONS**

12 **Sheila Malcomson, Islands Trust**, re provincial oil spill preparedness related to shipping.
- 3. BOARD MINUTES**

13 - 19 Minutes of the Inaugural Board meeting held Tuesday, December 11, 2012, and
20 - 25 Minutes of the Special Board meeting held Tuesday, January 15, 2013.
- 4. BUSINESS ARISING FROM THE MINUTES**
- 5. COMMUNICATIONS/CORRESPONDENCE**

26 **Tim Pringle and Kim Stephens, The Partnership for Water Sustainability**, re
 Champion Supporter of the Partnership.
- 6. UNFINISHED BUSINESS**
- 7. STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**

7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE

27 - 29 Minutes of the Electoral Area Planning Committee meeting held Tuesday, January 8,
 2013 (for information) (All Directors – One Vote).

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. PL2012-143 – Guy Robertson – 902 Barclay Crescent South, Electoral Area ‘G’ (Electoral Area Directors, except EA ‘B’ – One Vote).

Delegations wishing to speak to Development Permit with Variance Permit Application No. PL2012-143.

That Development Permit with Variance Application No. PL2012-143 to permit the construction of a detached garage be approved subject to the conditions outline in Schedule 1.

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2012-157 – Fern Road Consulting Ltd. – 3511 Shetland Place, Electoral Area ‘E’ (Electoral Area Directors, except EA ‘B’ – One Vote).

Delegations wishing to speak to Development Variance Permit Application No. PL2012-157.

That Development Variance Permit No. 2012-157 to reduce the minimum required setback from the interior side (west) lot line and rear lot line from 2.0 metres to 0.0 metres, be approved subject to the conditions outlined in Schedule 1.

Development Variance Permit Application No. PL2012-037 – Glencar Consultants Inc. – Wally’s Way & Undeveloped Stanhope Road, Electoral Area ‘G’ (Electoral Area Directors, except EA ‘B’ – One Vote).

Delegations wishing to speak to Development Variance Permit Application No. PL2012-037.

That the Development Variance Permit Application No. PL2012-037 to reduce the setback from “Other Lot Lines” adjacent to the existing walkway (lane) within the subject properties be approved subject to the conditions outlined in Schedule 1 to 3.

OTHER

Development Permit Application and Request of the Minimum 10% Perimeter Frontage Requirement/Subdivision PL2012-161 & PL2012-111 – 1965 Widgeon Road, Electoral Area 'H' (Electoral Area Directors, except EA 'B' – One Vote).

1. *That Development Permit Application No. PL2012-161 to permit a proposed two lot subdivision be approved subject to the Conditions of Approval outlined in Schedules 1 and 2.*
2. *That the request to relax the minimum 10% perimeter frontage for the proposed two lot Subdivision Application No. PL2012-111 be approved subject to the conditions outlined in Schedules 1 and 2.*

Secondary Suites Study and Consultation Plan (Electoral Area Directors, except EA 'B' – One Vote).

That the Secondary Suite Study and Consultation Plan be referred for review to an Electoral Area Directors Seminar.

7.2 COMMITTEE OF THE WHOLE STANDING COMMITTEE

30 - 37 Minutes of the Committee of the Whole meeting held Tuesday, January 8, 2013 (for information) (All Directors – One Vote).

COMMUNICATION/CORRESPONDENCE

Rosemary Bonanno, Vancouver Island Regional Library, re Appointment to the 2013 Vancouver Island Regional Library Board (All Directors – One Vote).

That the correspondence from R. Bonanno, Vancouver Island Regional Library regarding appointments to the 2013 Vancouver Island Regional Library Board be received.

Amanda Weeks, City of Parksville, re 2013 Council Voting Representative Arrowsmith Water Service Management Board (All Directors – One Vote).

That the correspondence from A. Weeks, City of Parksville regarding the 2013 Council Voting Representative for Arrowsmith Water Service Management Board be received.

Amanda Weeks, City of Parksville, re 2013 Council Voting Representative Englishman River Water Service Management Board (All Directors – One Vote).

That the correspondence from A. Weeks, City of Parksville regarding the 2013 Council Voting Representative for Englishman River Water Service Management Board be received.

Mark Brown, Town of Qualicum Beach, re Qualicum Beach Airport Certificate (All Directors – One Vote).

That the correspondence from M. Brown, Town of Qualicum Beach regarding Qualicum Beach Airport Certificate be received.

Lynn Burrows, Vancouver Island Photo Art, re RDN funding for Nanaimo and Area Land Trust (All Directors – One Vote).

That the correspondence from L. Burrows, Vancouver Island Photo Art regarding Nanaimo and Area Land Trust's funding request be received.

Sara Norman and Wendy Taylor, British Columbia Agritourism Alliance, re feedback for improved highway signage program for agritourism in BC (All Directors – One Vote).

That the correspondence from S. Norman and W. Taylor, British Columbia Agritourism Alliance regarding feedback for improved highway signage program for agritourism in BC be received.

REPORTS

Corporate Services

38 - 39

Vancouver Island Regional Library Borrowing Alternative Approval Process – Corrected Documents

(All Directors – Weighted Vote)

1. *That the attached Bylaws, Indebtedness Agreement, and Elector Response Form related to the Vancouver Island Regional Library Borrowing Alternative Approval Process, be considered in place of those provided at the January 8, 2013 Committee of the Whole.*

(All Directors – One Vote)

2. *That the recommendations of the January 8, 2013 Committee of the Whole related to the Vancouver Island Regional Library Borrowing Alternative Approval Process be adopted.*

Vancouver Island Regional Library - Borrowing Alternative Approval Process.

(All Directors – Weighted Vote)

- 40 - 41
1. *That “Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013” be given three readings.*

(All Directors – One Vote)

- 42 - 48
2. *That the Board direct staff to proceed with an Alternative Approval Process for elector approval in the entire service area (the entire Regional District of Nanaimo) for “Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013” and an Indebtedness Agreement related to this funding.*

(All Directors – Weighted Vote)

- 49 - 52
3. *That “Regional Library Capital Financing Service Security Issuing Bylaw No. 1674, 2013” be given three readings.*

(All Directors – Weighted Vote)

- 53
4. *That “Regional Library Capital Financing Service Interim Financing Bylaw No. 1675, 2013” be given three readings.*

(All Directors – One Vote)

5. *That the Board establish 4:30 p.m. on Tuesday, April 9, 2013 as the deadline for receiving elector responses for the Alternative Approval Process.*

54 - 55

6. *That the Board approve the Elector Response Form as attached.*
7. *That the Board determine the number of electors to which the approval process applies (the whole of the Regional District of Nanaimo) to be 112,533.*

Financial Services

Bylaw No. 1672 – A Bylaw to authorize the preparation of 2013 Parcel Tax Rolls.

(All Directors – One Vote)

1. *That the “2013 Parcel Tax Assessment Roll Bylaw No. 1672, 2013” Be introduced and read three times.*

(All Directors – One Vote - 2/3)

2. *That the “2013 Parcel Tax Assessment Roll Bylaw No. 1672, 2013” be adopted.*

(All Directors – One Vote)

3. *That the Board appoint the Chairperson, the Manager, Administrative Services and the Director of Finance to preside as the 2013 parcel tax review panel.*

Strategic and Community Development

Agreement between the City of Nanaimo and the Regional District of Nanaimo for Use of Nanaimo Animal Shelter Facilities (All Directors – Weighted Vote).

That the agreement between the City of Nanaimo and the Regional District of Nanaimo for use of the animal shelter at 1260 Nanaimo Lakes Road for the administration of animal control services be approved for a two year period ending December 31, 2014.

Regional District Agricultural Advisory Committee (Revised Terms of Reference) (All Directors – One Vote).

That the Board approve the amended Agricultural Advisory Committee Terms of Reference.

Transportation and Solid Waste

Bylaw 1591.03 – Solid Waste and Recycling Collection Service Rates and Regulations Amendment Bylaw.

(All Directors – Weighted Vote)

1. *That “Solid Waste and Recycling Collection Service Rates and Regulations Amendment Bylaw No. 1591.03, 2013” be introduced and read three times.*

(All Directors – Weighted Vote – 2/3)

2. *That “Solid Waste and Recycling Collection Service Rates and Regulations Amendment Bylaw No. 1591.03, 2013” be adopted.*

Preliminary Transit Discussions with Snaw-Naw-As (Nanoose First Nation) (All Directors – One Vote).

That the Minutes of the Electoral Area ‘E’ Parks and Open Spaces Advisory Committee meeting held Monday, November 5, 2012 be received for information.

Electoral Area ‘A’ Parks, Recreation, and Culture Commission (All Directors – One Vote).

1. *That the Minutes of the Electoral Area ‘A’ Parks, Recreation, and Culture Commission meeting held Wednesday, November 21, 2012 be received for information.*
2. *That an Electoral Area ‘A’ Grant-In-Aid be provided to St. Philip Anglican Church of Canada for a total of \$1,500 to purchase lightweight tables.*

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

That the Minutes of the East Wellington and Pleasant Valley Parks and Open Spaces Advisory Committee meeting held Monday, November 26, 2012 be received for information.

Regional Parks and Trails Select Committee (All Directors – One Vote).

1. *That the Minutes of the Regional Parks and Trails Select Committee meeting held Tuesday, December 4, 2012 be received for information.*
2. *That the engineering costs required for detailing the boardwalk plan for Ministry of Environment approval be deferred to the 2013 budget.*
3. *That the Little Qualicum River Regional Park Management Plan be approved.*
4. *That the Moorecroft Regional Park Management Plan be approved.*

Electoral Area 'G' Parks and Open Spaces Advisory Committee (All Directors – One Vote).

1. *That the Minutes of the Electoral Area 'G' Parks and Open Spaces Advisory Committee meeting held Monday, December 10, 2012 be received for information.*
2. *That staff continue to monitor the health of the five co-dominant cottonwood trees at Boulton Community Park and that staff make the residents around Boulton Park aware of the Tree Management Policy C1.1.*

Arrowsmith Water Service Management Board

(All Directors – One Vote)

1. *That the Minutes of the Arrowsmith Water Service Management Board meeting held Monday, December 10, 2012 be received for information.*

(Electoral Areas 'E' and 'G' – Weighted Vote)

2. *That the Arrowsmith Water Service 2013 Provisional Budget and the 2013-2017 Financial Plan as shown on Table 1, dated December 4, 2012, be adopted.*

Englishman River Water Service Management Board.

(All Directors – One Vote)

1. *That the Minutes of the Englishman River Water Service Management Board meeting held Monday, December 10, 2012 be received for information.*

(Electoral Areas 'E' and 'G' – Weighted Vote)

2. *That the Englishman River Water Service 2013 Provisional Budget and the 2013-2017 Financial Plan as shown on Table 1, dated December 5, 2012, be adopted.*

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Nanaimo & Area Land Trust, re 2012 NALT activities and to request renewal of annual grant from the RDN to NALT (All Directors – One Vote).

That Nanaimo Area Land Trust's request for a \$30,000 annual grant be referred to budget discussions.

7.3 COMMISSIONS

7.4 SCHEDULED ADVISORY AND SELECT COMMITTEES

Emergency Management Select Committee

56 - 106 Minutes of the Emergency Management Select Committee Meeting held Tuesday, January 15, 2012 (for information) (All Directors – One Vote).

Reception Centre Agreement Renewals (All Directors – Weighted Vote).

1. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cedar Community Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*
2. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cranberry Fire Protection District for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*
3. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Senior Citizens Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*

4. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Island Community Hall Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*
5. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Nanoose Bay Activities & Recreation Society for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*
6. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Arrowsmith Agricultural Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*
7. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Lighthouse Community Centre for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*
8. *That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Bowser and District Branch (211) of the Royal Canadian Legion for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.*

Proposal for Recovery Services (All Directors – One Vote).

That staff be directed to prepare an Agreement with the Canadian Red Cross Society for the provision of disaster support and recovery services, for the Board's consideration.

Seismic Assessments of Dams in the Regional District of Nanaimo (All Directors – One Vote).

That staff prepare a report on the status of reviews and assessments of dams in the Regional District of Nanaimo.

8. ADMINISTRATOR'S REPORTS

107 - 110 **Amended 2013 Board and Standing Committee Meeting Schedule (All Directors – One Vote).**

9. ADDENDUM

10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

11. NEW BUSINESS

12. BOARD INFORMATION

111 **Items Received for Board Information January, 2013** (All Directors – One Vote).

13. IN CAMERA

That pursuant to Section 90(1)(f), (e), and (j) of the Community Charter the Board proceed to an In Camera meeting for discussions related to law enforcement, land acquisition, and third-party information.

14. ADJOURNMENT

O'Halloran, Matt

Subject: FW: Delegation Jan 15

From: Sheila Malcolmson [<mailto:smalcolmson@islandstrust.bc.ca>]
Sent: Wednesday, January 16, 2013 1:05 PM
To: O'Halloran, Matt
Cc: Howard Houle
Subject: RE: Delegation Jan 15

Thanks Matt.

Islands Trust Council is a federation of local government bodies representing 25,000 people living within the Islands Trust Area. The Islands Trust is responsible for preserving and protecting the unique environment and amenities of the Islands Trust Area through planning and regulating land use, development management, education, cooperation with other agencies, and land conservation. The area covers the islands and waters between the British Columbia mainland and southern Vancouver Island. It includes 13 major and more than 450 smaller islands covering 5200 square kilometres. More details are available at <http://www.islandstrust.bc.ca>
For the RDN specifically, Area B (Gabriola, Mudge and DeCourcey Islands) and part of Area A (Ballenas & Winchelsea Island group) fall within the Islands Trust Area.

In September 2012 Islands Trust Council resolved
"That the Islands Trust Council authorize the Chair to deliver presentations, on invitation, to regional districts in the Islands Trust Area, in order to share oil spill concerns and to inform a regional alliance of opposition to oil pipeline projects that will expand oil export by barge and tanker within the Islands Trust Area."

Some RDN members will have seen the presentation I made at the Association of Vancouver Island Coastal Communities convention in April 2012; I'd be grateful for the opportunity to present to the Board directly my summary of Islands Trust Council's concerns about provincial oil spill preparedness, and how local governments might be affected.

For background reading on Islands Trust Council's advocacy work on shipping safety and oil spill preparedness, please see the "marine shipping safety" page at <http://www.islandstrust.bc.ca/poi/marine.cfm>

Sheila Malcolmson
Chair, Islands Trust Council
Gabriola Island Local Trustee
250-247-8078
www.islandstrust.bc.ca

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE INAUGURAL BOARD MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, DECEMBER 11, 2012 AT 7:06 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
Alternate	
Director L. Salter	Electoral Area F
Director W. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville
Alternate	
Director F. Pattje	City of Nanaimo
Director G. Anderson	City of Nanaimo
Alternate	
Director B. McKay	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

Regrets:

Director J. Fell	Electoral Area F
Director B. Bestwick	City of Nanaimo
Director J. Ruttan	City of Nanaimo

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
J. Harrison	Director of Corporate Services
W. Idema	Director of Finance
T. Osborne	Gen. Mgr. Recreation & Parks
D. Trudeau	Gen. Mgr. Transportation & Solid Waste
M. Donnelly	A/Gen. Mgr. Regional & Community Utilities
J. Hill	Mgr. Administrative Services
T. Nohr	Recording Secretary

CALL TO ORDER

The Chief Administrative Officer called the meeting to order and confirmed receipt of notification from the City of Nanaimo, the City of Parksville, the Town of Qualicum Beach and the District of Lantzville advising of their Council appointments to the Board for the year 2013.

MOVED by Director Stanhope, SECONDED by Director Kipp, that the notifications of Council appointments to the Board of the Regional District of Nanaimo for 2013 be received.

CARRIED

ELECTION OF BOARD CHAIRPERSON

The Chief Administrative Officer called for nominations for the position of Chairperson for the year 2013.

Director Holme nominated Director Stanhope.
Director McPherson nominated Director Veenhof.

Director Stanhope and Director Veenhof accepted their nominations and spoke regarding their candidacy.

An election was held and following the counting of the ballots, the Chief Administrative Officer declared Director Stanhope as Chairperson of the Board for 2013.

MOVED Director Anderson, SECONDED Director Johnstone, that the ballots cast for the 2013 Chairperson election be destroyed.

CARRIED

ELECTION OF DEPUTY CHAIRPERSON

The Chief Administrative Officer called for nominations for the position of Deputy Chairperson for the year 2013.

Director Johnstone nominated Director Brennan.

There being no further nominations, the Chief Administrative Officer declared Director Brennan Deputy Chairperson for the year 2013.

The Chairperson thanked the Board for their confidence and spoke to looking forward to the challenges ahead.

CALL TO ORDER

The Chairperson called the meeting to order and welcomed Alternate Directors B. McKay, F. Pattje and L. Salter to the meeting.

PRESENTATION

Carol Ross, Knox United Church, re Fundraising for Moorecroft Regional Park.

Ms. Ross presented the Board with a cheque for \$1,339.44, the proceeds from fund raising efforts by the Knox United Church in support of Moorecroft Regional Park.

DELEGATIONS

Rosemary Bonanno and Adrian Maas, Vancouver Island Regional Library, re Offer to Purchase 90 Commercial Street, Nanaimo, BC Air Space Parcel 1, Section 1, Plan VIP 65336, Land District 32.

Ms. Bonanno and Mr. Maas provided a verbal presentation regarding the Vancouver Island Regional Library's offer to purchase 90 Commercial Street, Nanaimo, BC.

BOARD MINUTES

Minutes of the regular Board meeting held Tuesday, November 27, 2012.

MOVED Director Veenhof, SECONDED Director Lefebvre, that the Minutes of the regular Board Meeting held November 27, 2012, be adopted.

CARRIED

COMMUNICATION/CORRESPONDENCE

Rosemary Bonanno, Vancouver Island Regional Library, re VIRL Facility Policy.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from R. Bonanno of the Vancouver Island Regional Library regarding Vancouver Island Regional Library's Facility Policy be received.

CARRIED

Laurie Gourlay, Mid Island Sustainability & Stewardship Initiative, re Sustainable Development & Nanaimo Proclamation, 'A Day for Our Common Future'.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from L. Gourlay regarding sustainable development and Nanaimo proclamation 'A Day for Our Common Future' be received.

CARRIED

Trudy Coates, Town of Qualicum Beach, re Town of Qualicum Beach Appointment to the District 69 Recreation Commission.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from T. Coates of the Town of Qualicum Beach regarding the appointment of Scott Tanner to the District 69 Recreation Commission and Bill Luchtmeijer as alternate be received.

CARRIED

UNFINISHED BUSINESS

BYLAW THIRD READING

Zoning Amendment Application No. PL2011-070 Bylaw 500.372 – 639582 BC Ltd. – 1395 Island Highway West, Electoral Area ‘G’.

MOVED Director Holme, SECONDED Director Veenhof, that the report of the Public Hearing held on October 15, 2012 on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.372, 2012” be received.

CARRIED

MOVED Director Holme, SECONDED Director Veenhof, that “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.372, 2012” be read a third time.

CARRIED

BYLAW ADOPTION

Bylaw No. 1004.06 — A Bylaw to amend the boundaries of the Duke Point Sewer Service to include the property at 500 Duke Point Highway.

MOVED Director Brennan, SECONDED Director Willie, that “Duke Point Sewer Service Amendment Bylaw No. 1004.06, 2012” be adopted.

CARRIED

Bylaws No. 889.63 and 1021.09 – Inclusion of Lot 6, DL 22, Nanoose Land District, Plan 10012 into the Pacific Shores Sewer Service, Electoral Area ‘E’.

MOVED Director Holme, SECONDED Director Brennan, that “Regional District of Nanaimo Northern Community Sewer Local Service Boundary Amendment Bylaw No. 889.63, 2012” be adopted.

CARRIED

MOVED Director Holme, SECONDED Director Brennan, that “Pacific Shores Sewer Local Service Area Boundary Amendment Bylaw No. 1021.09, 2012” be adopted.

CARRIED

Oceanside Hospice.

MOVED Director Holme, SECONDED Director Willie, that the Regional District of Nanaimo support Oceanside Hospice as a regional service provider.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS.

COMMISSIONS

District 69 Recreation Commission.

Minutes of the District 69 Recreation Commission meeting held Thursday, November 15, 2012.

MOVED Director Willie, SECONDED Director Greves, that the Minutes of the District 69 Recreation Commission meeting held Thursday, November 15, 2012 be received for information.

CARRIED

Track and Field Sports Complex Report.

MOVED Director Lefebvre, SECONDED Director Willie, that staff be directed to meet with representatives from School District 69, Town of Qualicum Beach and the City of Parksville to review the 2009 Track and Field Facility Feasibility Study and to discuss further the possibility to use existing School District 69 property for an upgraded track and field facility, and that staff review the Feasibility Study with the steering committee in addition to requesting comments from track and field user groups on the current relevancy of the document.

CARRIED

SCHEDULED ADVISORY AND SELECT COMMITTEES

District 69 Community Justice Select Committee.

Minutes of the District 69 Community Justice Select Committee meeting held on Monday, November 26, 2012.

MOVED Director Lefebvre, SECONDED Director Willie, that the Minutes of the District 69 Community Justice Select Committee meeting held on Monday, November 26, 2012 be received for information.

CARRIED

MOVED Director Veenhof, SECONDED Director Lefebvre, that the 2013 requisition for funding to support the Oceanside Victim Services and Restorative Justice Programs be approved at \$77,500.

CARRIED

MOVED Director Veenhof, SECONDED Director Willie, that a 2013 grant in the amount of \$5,160 for the Citizens on Patrol Society, District 69 be approved.

CARRIED

MOVED Director Lefebvre, SECONDED Director Willie, that a 2013 grant in the amount of \$1,632.27 for the Corcan Meadowood Residents Association be approved.

CARRIED

Fire Services Advisory Committee

Minutes of the Fire Services Advisory Committee meeting held on Wednesday, November 28, 2012.

MOVED Director Holme, SECONDED Director Young, that the Minutes of the Fire Services Advisory Committee meeting held on Wednesday, November 28, 2012 be received for information.

CARRIED

Fire Apparatus Fleet Servicing by RDN.

MOVED Director Holme, SECONDED Director Young, that staff be directed to examine the servicing requirements of Regional District of Nanaimo-owned fire department equipment and the feasibility of this servicing being undertaken by Regional District of Nanaimo Transportation Services.

CARRIED

Regulations of Fireworks in the RDN.

MOVED Director Young, SECONDED Director Anderson, that staff review options relating to the sale and use of fireworks in District 69 only, and report back to the Regional District of Nanaimo Board.

CARRIED

ADMINISTRATOR'S REPORT

2013 Proposed Budget Overview.

MOVED Director Anderson, SECONDED Director Brennan, that the report on the proposed 2013 budget be received and the 2013 budget be further reviewed at a Special Committee of the Whole meeting on January 15, 2013.

CARRIED

2012 Departmental Accomplishments & Activities.

MOVED Director Veenhof, SECONDED Director Lefebvre, that the Board receive the summary of activities and departmental accomplishments for the Regional District of Nanaimo for 2012.

CARRIED

Revised Voting Strength – 2011 Census Figures.

MOVED Director Veenhof, SECONDED Director Willie, that the report regarding the revised voting strength for the Regional District of Nanaimo based on the 2011 Census figures be received for information.

CARRIED

Board and Standing Committee Meeting Schedule for 2013.

MOVED Director Holme, SECONDED Director Young, that the 2013 meeting schedule be approved as presented.

CARRIED

2013 AVICC Resolutions.

MOVED Director Veenhof, SECONDED Director Houle, that the Board receive the 2013 Association of Vancouver Island and Coastal Communities Resolutions Notice/Request for Submissions and identify topics for which the Board wishes Staff to draft resolutions.

CARRIED

MOVED Director Houle, SECONDED Director Anderson, that the Board direct Staff to present the resolutions to the Board at the January 22, 2013 Board Meeting for consideration of adoption and submission to the Annual Association of Vancouver Island and Coastal Communities General Meeting.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

MOVED Director Brennan, SECONDED Director Holme, that Vancouver Island Regional Library's offer to Purchase 90 Commercial Street, Nanaimo, BC Air Space Parcel 1, Section 1, Plan VIP 65336 Land District 32 be referred to staff.

CARRIED

BOARD INFORMATION

The Board information was received.

ADJOURNMENT

MOVED Director Anderson, SECONDED Director Holme, that pursuant to Sections 90(1)(a),(e) and (f) of the *Community Charter*, the Board proceed to an In Camera meeting to consider discussions related to officer appointments, land, and legal issues.

CARRIED

Time 8:28 P.M.

The meeting was called adjourned at 8:36 P.M.

CHAIRPERSON

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO
DRAFT
MINUTES OF THE SPECIAL BOARD MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, JANUARY 15, 2013 AT 7:37 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 W. 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
J. Harrison	Director of Corporate Services
W. Idema	Director of Finance
T. Osborne	Gen. Mgr. Recreation & Parks
D. Trudeau	Gen. Mgr. Transportation & Solid Waste
S. DePol	A/Gen. Mgr., Regional & Community Utilities
J. Hill	Mgr. Administrative Services

CALL TO ORDER

The Chairperson welcomed the Directors to the Special Meeting of the Board.

COMMUNICATION/CORRESPONDENCE

Graham Bruce, Island Corridor Foundation, re Regional District Nominees for Island Corridor Foundation Board of Directors.

- 13-001 MOVED Director Holme, SECONDED Director Bestwick, that the correspondence from the Island Corridor Foundation regarding nominees for the Island Corridor Foundation Board of Directors be received.

CARRIED

SCHEDULED STANDING, ADVISORY STANDING AND SELECT COMMITTEE REPORTS

BOARD SELECTION COMMITTEE

Board of Variance.

Director Holme left the meeting citing a possible conflict of interest with the following item.

- 13-002 MOVED Director Lefebvre, SECONDED Director Willie, that Douglas Holme be appointed to the Board of Variance for a term ending December 31, 2013.

CARRIED

Director Holme returned to the meeting.

District 69 Recreation Commission.

- 13-003 MOVED Director Lefebvre, SECONDED Director Dempsey, that staff re-advertise for a position available on the District 69 Recreation Commission.

CARRIED

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

- 13-004 MOVED Director Lefebvre, SECONDED Director McPherson, that Patricia Grand, Carolyn Mead, Bernard White and Kerri-Lynne Wilson be appointed to the Electoral Area 'A' Parks, Recreation and Culture Commission for terms ending December 31, 2014.

CARRIED

Electoral Area 'B' Parks & Open Space Advisory Committee.

- 13-005 MOVED Director Lefebvre, SECONDED Director Houle, that James Phillipoff, William Schick and Randy Young be appointed to the Electoral Area 'B' Parks and Open Space Advisory Committee for terms ending December 31, 2014.

CARRIED

East Wellington/Pleasant Valley Parks & Open Space Advisory Committee.

- 13-006 MOVED Director Lefebvre, SECONDED Director Young, that Douglas Cawthorne be appointed to the East Wellington/Pleasant Valley Parks and Open Space Advisory Committee for a term ending December 31, 2014.

CARRIED

- 13-007 MOVED Director Lefebvre, SECONDED Director Young, that staff re-advertise for positions available on the East Wellington/Pleasant Valley Parks and Open Space Advisory Committee.

CARRIED

Nanoose Bay Parks & Open Space Advisory Committee.

- 13-008 MOVED Director Lefebvre, SECONDED Director Holme, that George Jarvis, Randy Orr and Vicki Voros be appointed to the Nanoose Bay Parks and Open Space Advisory Committee for terms ending December 31, 2014.

CARRIED

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

- 13-009 MOVED Director Lefebvre, SECONDED Director Fell, that Colin Anderson be appointed to the Electoral Area 'F' Parks and Open Space Advisory Committee for a term ending December 31, 2014.

CARRIED

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

- 13-010 MOVED Director Lefebvre, SECONDED Director Holme, that Brian Coath and Anne Douglas be appointed to the Electoral Area 'G' Parks and Open Space Advisory Committee for terms ending December 31, 2014.

CARRIED

- 13-011 MOVED Director Lefebvre, SECONDED Director Holme, that Michael Foster and Roderick Horte be appointed to the Electoral Area 'G' Parks and Open Space Advisory Committee for terms ending December 31, 2013.

CARRIED

Electoral Area 'H' Parks & Open Space Advisory Committee.

- 13-012 MOVED Director Lefebvre, SECONDED Director Veenhof, that Barry Ellis, Valerie Weismiller and David Wiwchar be appointed to the Electoral Area 'H' Parks and Open Space Advisory Committee for terms ending December 31, 2014.

CARRIED

Grants in Aid Advisory Committee.

- 13-013 MOVED Director Lefebvre, SECONDED Director Young, that Bruce Erickson, Michele Patterson, Gordon Wiebe and Jim Wilson-Storey be appointed to the Grants in Aid Advisory Committee for terms ending December 31, 2013.

CARRIED

Agricultural Advisory Committee.

- 13-014 MOVED Director Lefebvre, SECONDED Director Veenhof, that Joanne McLeod and Colin Springford be appointed to the Agricultural Advisory Committee as a Regional Agricultural Organizations representative for terms ending December 31, 2014.

CARRIED

- 13-015 MOVED Director Lefebvre, SECONDED Director Veenhof, that Keith Reid be appointed to the Agricultural Advisory Committee as a Regional Aquaculture Organizations representative for a term ending December 31, 2014.

CARRIED

ADMINISTRATOR'S REPORTS

Board Appointments to Standing, Select and Advisory Committees.

- 13-016 MOVED Director Brennan, SECONDED Director Houle, that the Board member appointments to the 2013 Regional District of Nanaimo Standing Committees be received for information:

<p>ELECTORAL AREA PLANNING COMMITTEE: G. Holme (Chair), M. Young (Deputy), A. McPherson, J. Fell, J. Stanhope, B. Veenhof</p>
<p>EXECUTIVE COMMITTEE: J. Stanhope (Chair), M. Young, G. Holme, B. Veenhof, D. Brennan, B. Bestwick, D. Johnstone, M. Lefebvre</p>

CARRIED

13-017 MOVED Director Brennan, SECONDED Director Houle, that the Board member appointments to the 2013 Regional District of Nanaimo Select and Scheduled Standing (External) Committees be received for information:

D69 COMMUNITY JUSTICE SELECT COMMITTEE: M. Lefebvre (Chair), G. Holme, J. Stanhope, B. Veenhof, D. Willie, J. Fell
EMERGENCY MANAGEMENT SELECT COMMITTEE: M. Young (Chair), A. McPherson, H. Houle, B. Veenhof, G. Holme, J. Fell, J. Stanhope, B. Dempsey
SUSTAINABILITY SELECT COMMITTEE: J. Stanhope (Chair), A. McPherson, H. Houle, M. Young, B. Veenhof, D. Brennan, J. Kipp, B. Dempsey, M. Lefebvre, D. Willie
TRANSIT SELECT COMMITTEE: D. Brennan (Chair), A. McPherson, M. Young, G. Holme, J. Stanhope, B. Veenhof, B. Bestwick, G. Anderson, T. Greves, B. Dempsey, M. Lefebvre, D. Willie
REGIONAL PARKS AND TRAILS SELECT COMMITTEE: D. Brennan (Chair), J. Stanhope, H. Houle, J. Fell, M. Young, B. Dempsey, M. Lefebvre, D. Willie
NORTHERN COMMUNITY ECONOMIC DEVELOPMENT SELECT COMMITTEE: J. Stanhope (Chair), G. Holme, B. Veenhof, J. Fell, M. Lefebvre, D. Willie

	Appointment	Alternate
Arrowsmith Water Service Management Board	J. Stanhope	G. Holme
Central South RAC for Island Coastal Economic Trust	J. Stanhope, G. Holme	
Deep Bay Harbour Authority	B. Veenhof	
Englishman River Water Service Management Board	J. Stanhope, G. Holme	
Island Corridor Foundation	T. Greves	J. Stanhope
Mount Arrowsmith Biosphere Foundation	M. Young	
Municipal Finance Authority	J. Stanhope	G. Holme
Municipal Insurance Association	J. Kipp	
Nanaimo Parks, Recreation & Culture Commission	Alec McPherson (A) Howard Houle (B) Maureen Young (C)	
North Island 911 Corporation	J. Stanhope	M. Lefebvre
Oceanside Homelessness Task Force	B. Veenhof	
Oceanside Tourism Association	G. Holme	J. Stanhope
Progress Nanaimo Board	H. Houle	
Snuneymuxw First Nations/Regional District of Nanaimo Protocol Agreement Working Group	J. Stanhope, D. Brennan A. McPherson	
Te'Mexw Treaty Negotiations Committee	B. Dempsey	G. Holme
Vancouver Island Regional Library Board	G. Holme	H. Houle

CARRIED

13-018 MOVED Director Brennan, SECONDED Director Houle, that the recommendations for Board member appointments to the 2013 Regional District of Nanaimo Advisory Committees and Commissions be endorsed:

AGRICULTURAL ADVISORY COMMITTEE: D. Johnstone (Chair), H. Houle, J. Fell	
FIRE SERVICES ADVISORY COMMITTEE: G. Holme (Chair), M. Young, J. Fell, J. Stanhope, B. Veenhof	
GRANTS-IN-AID ADVISORY COMMITTEE: M. Young (Chair), D. Willie	
REGIONAL LIQUID WASTE ADVISORY COMMITTEE: B. Bestwick (Chair), G. Anderson, B. Dempsey, G. Holme	
REGIONAL SOLID WASTE ADVISORY COMMITTEE: G. Holme (Chair), T. Greves, J. Kipp, H. Houle	
PARKS AND OPEN SPACE ADVISORY COMMITTEES:	
ELECTORAL AREA 'A' – A. McPherson	ELECTORAL AREA 'F' – J. Fell
ELECTORAL AREA 'B' – H. Houle	ELECTORAL AREA 'G' - J. Stanhope
EAST WELLINGTON/PLEASANT VALLEY - M. Young	ELECTORAL AREA 'H' – B. Veenhof
DISTRICT 69 RECREATION COMMISSION: B. Veenhof (<i>Alternate: J. Fell</i>)	
ELECTORAL AREA 'A' PARKS, RECREATION & CULTURE COMMISSION: A. McPherson	

CARRIED

BOARD INFORMATION

The Board received the January 15, 2013 Board Information Agenda items for information.

ADJOURNMENT

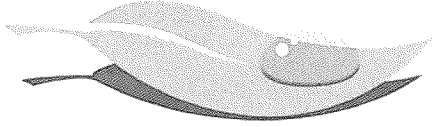
13-019 MOVED Director Holme, SECONDED Director Bestwick, that this meeting be terminated.

CARRIED

TIME: 7:47 p.m.

CHAIRPERSON

CORPORATE OFFICER



the partnership for water sustainability in bc

151 - 32500 South Fraser Way, Suite #126, Abbotsford, BC, V2T 4W1

December 21, 2012

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

Re: **CHAMPION SUPPORTER OF THE PARTNERSHIP**

On behalf of the Directors, we value our long-term relationship with the Regional District of Nanaimo (RDN) and are therefore pleased to inform the Board that the RDN is hereby deemed to be a **Champion Supporter** of the Partnership for Water Sustainability in British Columbia.

The Champion Supporter designation is the Partnership's way of formally recognizing government and non-government organizations that provide the Partnership with ongoing financial and/or in-kind support; and also play a leadership role in the "convening for action" initiative.

While the Partnership is a not-for-profit society, our voting members mostly represent local governments. Hence, the RDN's demonstrated commitment to achieving a shared vision for water sustainability in a local government setting is vitally important to the Partnership's capability to carry out our mission. In particular, we thank the RDN for being a champion for the **CAVI-Convening for Action on Vancouver Island** initiative, and for enabling John Finnie to serve as CAVI Chair from 2006 through 2011.

In 2012, Board support for the *Inter-Regional Education Initiative on Rainwater Management in a Watershed Sustainability Context* (IREI) enabled the Partnership to align efforts and implement the "proof of approach" in collaboration with the Capital, Cowichan and Comox Valley regional districts. Each region hosted a sharing and learning event. In June, the RDN hosted a Water Balance Model Workshop where the Partnership unveiled the web-based [Drainage Infrastructure Screening Tool](#). The experience gained this year will inform full-scale implementation on both sides of the Georgia Basin in 2013 and beyond.

In closing, please note that we are featuring our Champion Supporters on the Convening for Action Community-of-Interest on the waterbucket.ca website. This is the link:

<http://waterbucket.ca/cfa/category/partnership-for-water-sustainability-in-bc/champion-supporters/>

On behalf of
Partnership for Water Sustainability in BC

Tim Pringle
President
pringle@watersustainabilitybc.ca

Kim A Stephens, M.Eng., P.Eng.,
Executive Director
kstephens@watersustainabilitybc.ca

Cc Paul Thorkelsson, Chief Administrative Officer, pthorkelsson@rdn.bc.ca
Mike Donnelly, Acting General Manager, Regional & Community Utilities, Mqdonn@rdn.bc.ca

REGIONAL DISTRICT OF NANAIMO

DRAFT

MINUTES OF THE ELECTORAL AREA PLANNING COMMITTEE MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, JANUARY 8, 2013 AT 6:30 PM IN THE
RDN BOARD CHAMBERS

In Attendance:

Director G. Holme	Chairperson
Director A. McPherson	Electoral Area A
Director M. Young	Electoral Area C
Director J. Fell	Electoral Area F
Director J. Stanhope	Electoral Area G
Director W. Veenhof	Electoral Area H

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
J. Harrison	Director of Corporate Services
J. Holm	Mgr. Current Planning
J. Hill	Mgr. Administrative Services
P. Thompson	Mgr. Long Range Planning
T. Nohr	Recording Secretary

ELECTORAL AREA PLANNING COMMITTEE MINUTES

MOVED Director Stanhope, SECONDED Director Veenhof, that the Minutes of the Electoral Area Planning Committee meeting held, November 13, 2013 be adopted.

CARRIED

DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS

Development Permit with Variance Application No. PL2012-143 – Guy Robertson – 902 Barclay Crescent South, Electoral Area ‘G’.

MOVED Director Stanhope, SECONDED Director Fell, that Development Permit with Variance Application No. PL2012-143 to permit the construction of a detached garage be approved subject to the conditions outline in Schedule 1.

CARRIED

DEVELOPMENT VARIANCE PERMIT APPLICATIONS

Development Variance Permit Application No. PL2012-157 – Fern Road Consulting Ltd. – 3511 Shetland Place, Electoral Area ‘E’.

MOVED Director Veenhof, SECONDED Director McPherson, that Development Variance Permit No. 2012-157 to reduce the minimum required setback from the interior side (west) lot line and rear lot line from 2.0 metres to 0.0 metres, be approved subject to the conditions outlined in Schedule 1.

CARRIED

Development Variance Permit Application No. PL2012-037 – Glencar Consultants Inc. – Wally’s Way & Undeveloped Stanhope Road, Electoral Area ‘G’.

MOVED Director Stanhope, SECONDED Director Veenhof, that the Development Variance Permit Application No. PL2012-037 to reduce the setback from “Other Lot Lines” adjacent to the existing walkway (lane) within the subject properties be approved subject to the conditions outlined in Schedule 1 to 3.

CARRIED

OTHER

Development Permit Application and Request of the Minimum 10% Perimeter Frontage Requirement/Subdivision PL2012-161 & PL2012-111 – 1965 Widgeon Road, Electoral Area ‘H’.

MOVED Director Veenhof, SECONDED Director McPherson, that Development Permit Application No. PL2012-161 to permit a proposed two lot subdivision be approved subject to the Conditions of Approval outlined in Schedules 1 and 2.

CARRIED

MOVED Director Veenhof, SECONDED Director McPherson, that the request to relax the minimum 10% perimeter frontage for the proposed two lot Subdivision Application No. PL2012-111 be approved subject to the conditions outlined in Schedules 1 and 2.

CARRIED

Regional District Agricultural Advisory Committee (Revised Terms of Reference).

The Regional District Agricultural Advisory Committee revised Terms of References was removed from the Electoral Area Planning Agenda and placed on the January 8, 2013 Committee of the Whole Agenda.

Secondary Suites Study and Consultation Plan.

MOVED Director Fell, SECONDED Director Veenhof, that the Secondary Suite Study and Consultation Plan be referred for review by the Electoral Area Directors.

CARRIED

ADJOURNMENT

The meeting was called adjourned at 6:55 p.m.

CHAIRPERSON

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

DRAFT

MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, JANUARY 8, 2013 AT 7:00 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 W. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director G. Anderson	City of Nanaimo
Alternate	
Director B. McKay	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

Regrets:

Director B. Bestwick	City of Nanaimo
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Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
J. Harrison	Director of Corporate Services
W. Idema	Director of Finance
T. Osborne	Gen. Mgr. Recreation & Parks
S. Depol	A/ Gen. Mgr. Regional & Community Utilities
C. McIvor	A/ Gen. Mgr. Transportation & Solid Waste
J. Hill	Mgr. Administrative Services
T. Nohr	Recording Secretary

CALL TO ORDER

The Chairperson called the meeting to order and welcomed Alternate Director McKay.

DELEGATIONS

Fraser Wilson, Nanaimo & Area Land Trust, re 2012 NALT activities and to request renewal of annual grant from the RDN to NALT.

Mr. Wilson provided a verbal presentation regarding Nanaimo Area Land Trust's request to reinstate a former Regional District of Nanaimo annual grant.

Julie Keenan and Dr. Nicole Vaugeois, Vancouver Island University, re Funding request in support of Regional Innovation Chair in Tourism & Sustainable Rural Development.

Delegation did not present.

LATE DELEGATIONS

Gordon McCracken and Troy Bater, Errington Volunteer Fire Department, re 2013 Budget Request.

Delegation did not present.

COMMITTEE OF THE WHOLE MINUTES

MOVED Director Anderson, SECONDED Director Holme, that the Minutes of the Committee of the Whole meeting held Tuesday, November 13, 2012, be adopted.

CARRIED

COMMUNICATION/CORRESPONDENCE

Rosemary Bonanno, Vancouver Island Regional Library, re Appointment to the 2013 Vancouver Island Regional Library Board.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from R. Bonanno, Vancouver Island Regional Library regarding appointments to the 2013 Vancouver Island Regional Library Board be received.

CARRIED

Amanda Weeks, City of Parksville, re 2013 Council Voting Representative Arrowsmith Water Service Management Board.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from A. Weeks, City of Parksville regarding the 2013 Council Voting Representative for Arrowsmith Water Service Management Board be received.

CARRIED

Amanda Weeks, City of Parksville, re 2013 Council Voting Representative Englishman River Water Service Management Board.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from A. Weeks, City of Parksville regarding the 2013 Council Voting Representative for Englishman River Water Service Management Board be received.

CARRIED

Mark Brown, Town of Qualicum Beach, re Qualicum Beach Airport Certificate.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from M. Brown, Town of Qualicum Beach regarding Qualicum Beach Airport Certificate be received.

CARRIED

Lynn Burrows, Vancouver Island Photo Art, re RDN funding for Nanaimo and Area Land Trust.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from L. Burrows, Vancouver Island Photo Art regarding Nanaimo and Area Land Trust's funding request be received.

CARRIED

Sara Norman and Wendy Taylor, British Columbia Agritourism Alliance, re feedback for improved highway signage program for agritourism in BC.

MOVED Director Holme, SECONDED Director Johnstone, that the correspondence from S. Norman and W. Taylor, British Columbia Agritourism Alliance regarding feedback for improved highway signage program for agritourism in BC be received.

CARRIED

REPORTS

Corporate Services

Vancouver Island Regional Library - Borrowing Alternative Approval Process.

MOVED Director Holme, SECONDED Director Ruttan, that "Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013" be given three readings.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that the Board direct staff to proceed with an Alternative Approval Process for elector approval in the entire service area (the entire Regional District of Nanaimo) for "Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013" and an Indebtedness Agreement related to this funding.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that "Regional Library Capital Financing Service Security Issuing Bylaw No. 1674, 2013" be given three readings.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that "Regional Library Capital Financing Service Interm Financing Bylaw No. 1675, 2013" be given three readings.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that the Board establish 4:30 p.m. on Tuesday, April 9, 2013 as the deadline for receiving elector responses for the Alternative Approval Process.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that the Board approve the Elector Response Form as attached.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that the Board determine the number of electors to which the approval process applies (the whole of the Regional District of Nanaimo) to be 112,533.

CARRIED

Financial Services

Bylaw No. 1672 – A Bylaw to authorize the preparation of 2013 Parcel Tax Rolls.

MOVED Director Brennan, SECONDED Director Anderson, that the "2013 Parcel Tax Assessment Roll Bylaw No. 1672, 2013" Be introduced and read three times.

CARRIED

MOVED Director Brennan, SECONDED Director Anderson, that the "2013 Parcel Tax Assessment Roll Bylaw No. 1672, 2013" be adopted.

CARRIED

MOVED Director Brennan, SECONDED Director Anderson, that the Board appoint the Chairperson, the Manager, Administrative Services and the Director of Finance to preside as the 2013 parcel tax review panel.

CARRIED

Strategic and Community Development

Agreement between the City of Nanaimo and the Regional District of Nanaimo for Use of Nanaimo Animal Shelter Facilities.

MOVED Director Johnstone, SECONDED Director Veenhof, that the agreement between the City of Nanaimo and the Regional District of Nanaimo for use of the animal shelter at 1260 Nanaimo Lakes Road for the administration of animal control services be approved for a two year period ending December 31, 2014.

CARRIED

Regional District Agricultural Advisory Committee (Revised Terms of Reference).

MOVED Director Johnstone, SECONDED Director Ruttan, that the Board approve the amended Agricultural Advisory Committee Terms of Reference attached as Attachment 1.

CARRIED

Transportation and Solid Waste

Bylaw 1591.03 – Solid Waste and Recycling Collection Service Rates and Regulations Amendment Bylaw.

MOVED Director Holme, SECONDED Director Veenhof, that “Solid Waste and Recycling Collection Service Rates and Regulations Amendment Bylaw No. 1591.03, 2013” be introduced and read three times.

CARRIED

MOVED Director Holme, SECONDED Director Veenhof, that “Solid Waste and Recycling Collection Service Rates and Regulations Amendment Bylaw No. 1591.03, 2013” be adopted.

CARRIED

Preliminary Transit Discussions with Snaw-Naw-As (Nanoose First Nation).

MOVED Director Brennan, SECONDED Director Ruttan, to receive the report on preliminary transit discussions with Snaw-Naw-As (Nanoose First Nation).

CARRIED

COMMISSIONS, ADVISORY & SELECT COMMITTEES

Electoral Area ‘E’ Parks and Open Spaces Advisory Committee.

MOVED Director Holme, SECONDED Director Fell, that the Minutes of the Electoral Area ‘E’ Parks and Open Spaces Advisory Committee meeting held Monday, November 5, 2012 be received for information.

CARRIED

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

MOVED Director McPherson, SECONDED Director Fell, that the Minutes of the Electoral Area 'A' Parks, Recreation, and Culture Commission meeting held Wednesday, November 21, 2012 be received for information.

CARRIED

MOVED Director McPherson, SECONDED Director Young, that an Electoral Area 'A' Grant-In-Aid be provided to St. Philip Anglican Church of Canada for a total of \$1,500 to purchase lightweight tables.

CARRIED

East Wellington and Pleasant Valley Parks and Open Spaces Advisory Committee.

MOVED Director Young, SECONDED Director Johnstone, that the Minutes of the East Wellington and Pleasant Valley Parks and Open Spaces Advisory Committee meeting held Monday, November 26, 2012 be received for information.

CARRIED

Regional Parks and Trails Select Committee.

MOVED Director Lefebvre, SECONDED Director Brennan, that the Minutes of the Regional Parks and Trails Select Committee meeting held Tuesday, December 4, 2012 be received for information.

CARRIED

MOVED Director Brennan, SECONDED Director Lefebvre, that the engineering costs required for detailing the boardwalk plan for Ministry of Environment approval be deferred to the 2013 budget.

CARRIED

MOVED Director Fell, SECONDED Director Brennan, that the Little Qualicum River Regional Park Management Plan be approved.

CARRIED

MOVED Director Holme, SECONDED Director Brennan, that the Moorecroft Regional Park Management Plan be approved.

CARRIED

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

MOVED Director Holme, SECONDED by Director Brennan, that the Minutes of the Electoral Area 'G' Parks and Open Spaces Advisory Committee meeting held Monday, December 10, 2012 be received for information.

CARRIED

MOVED Director Holme, SECONDED Director Ruttan, that staff continue to monitor the health of the five co-dominant cottonwood trees at Boulton Community Park and that staff make the residents around Boulton Park aware of the Tree Management Policy C1.1.

CARRIED

Arrowsmith Water Service Management Board.

MOVED Director Lefebvre, SECONDED Director Willie, that the Minutes of the Arrowsmith Water Service Management Board meeting held Monday, December 10, 2012 be received for information.

CARRIED

MOVED Director Lefebvre, SECONDED Director Willie, that the Arrowsmith Water Service 2013 Provisional Budget and the 2013-2017 Financial Plan as shown on Table 1, dated December 4, 2012, be adopted.

CARRIED

Englishman River Water Service Management Board.

MOVED Director Lefebvre, SECONDED Director Willie, that the Minutes of the Englishman River Water Service Management Board meeting held Monday, December 10, 2012 be received for information.

CARRIED

MOVED Director Lefebvre, SECONDED Director Willie, that the Englishman River Water Service 2013 Provisional Budget and the 2013-2017 Financial Plan as shown on Table 1, dated December 5, 2012, be adopted.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Nanaimo & Area Land Trust, re 2012 NALT activities and to request renewal of annual grant from the RDN to NALT.

MOVED Director Kipp, SECONDED Director Young, that Nanaimo Area Land Trust's request for a \$30,000 annual grant be referred to budget discussions.

CARRIED

BOARD INFORMATION

The January 8, 2013 Board Information was received.

IN CAMERA

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

CARRIED

TIME: 7:56 p.m.

ADJOURNMENT

The meeting was called adjourned at 8:15 p.m.

CHAIRPERSON

CORPORATE OFFICER



RDN REPORT		CAO APPROVAL	✓
EAP			
COW			
JAN 17 2013			
RHD			
BOARD	✓		

MEMORANDUM

TO: P. Thorkelsson
Chief Administrative Officer

DATE: January 22, 2013

FROM: J.E. Harrison
Director, Corporate Services

SUBJECT: Vancouver Island Regional Library Borrowing Alternative Approval Process – Corrected Documents

PURPOSE:

To provide revised Bylaws, Indebtness Agreement and Elector Response Form related to the Alternative Approval Process (AAP) for the purpose of obtaining elector approval to adopt a loan authorization bylaw to borrow funds to lend to the Vancouver Island Regional Library for the purchase of the Downtown Harbourfront Library building.

BACKGROUND:

At the Committee of the Whole meeting of January 8, 2013, staff presented three bylaws, the Indebtedness Agreement and the Elector Response Form related to the Alternative Approval Process (AAP) for the purpose of obtaining elector approval to adopt a loan authorization bylaw to borrow funds to lend to the Vancouver Island Regional Library for the purchase of the Downtown Harbourfront Library building. In order to expedite the process, these documents were provided to the Board prior to receiving comments from the RDN’s legal counsel.

Since the January 8th meeting, staff have received such comments and incorporated the recommended changes into the documents presented in this agenda.

The changes to the documents are as follows:

Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013:

- Revised wording to reflect that the RDN is borrowing funds “to lend to” the VIRL, rather than borrowing funds “on behalf of” the VIRL.
- Change of tense to state “proposes to enter” rather than “has entered” – reflects actual timeline of the process.
- Minor change to legal description for consistency with the Land Titles office.

Regional Library Capital Financing Service Security Issuing Bylaw No. 1674, 2013:

- No changes.

Regional Library Capital Financing Service Interim Financing Bylaw No. 1675, 2013:

- Corrected reference to the *Local Government Act* to reflect current legislation.
- Removed clause in preamble referencing the quashing period for the borrowing bylaw as this bylaw can be adopted prior to the end of the quashing period.

Alternative Approval Process – Elector Response Form:

- Changed for consistency with revised Loan Authorization Bylaw

Indebtedness Agreement:

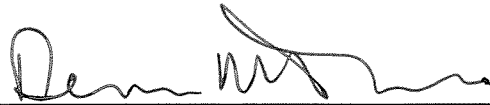
- Minor typographical changes – caps to lower case
- Minor change to legal description for consistency with the Land Titles Office.
- Added “Attention: Director of Finance” to payment and general contract provisions sections.
- Clarified need for statutory notice of the intention to provide assistance by way of lending money under section 185 of the *Local Government Act*.

RECOMMENDATIONS:

1. That the attached Bylaws, Indebtness Agreement and Elector Response Form related to the Vancouver Island Regional Library Borrowing Alternative Approval Process, be considered in place of those provided at the January 8, 2013 Committee of the Whole.
2. That the recommendations of the January 8, 2013 Committee of the Whole related to the Vancouver Island Regional Library Borrowing Alternative Approval Process be adopted.



Report Writer



For C.A.O. Concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1673

**A BYLAW TO AUTHORIZE BORROWING FOR THE PURPOSE OF
PROVIDING FUNDS TO THE VANCOUVER ISLAND REGIONAL LIBRARY
FOR CAPITAL PURPOSES**

WHEREAS the Regional District of Nanaimo established the Regional Library Capital Financing Service pursuant to Bylaw No. 1632, cited as “Regional Library Capital Financing Service Establishment Bylaw No. 1632, 2011”, for the purpose of borrowing funds to lend to the Vancouver Island Regional Library to finance capital projects;

AND WHEREAS pursuant to Section 179(1)(b) of the *Community Charter*, the Board of the Regional District of Nanaimo proposes to enter into an agreement with the Vancouver Island Regional Library (the “Lending Agreement”) to lend funds to enable the Vancouver Island Regional Library to purchase 90 Commercial Street, Nanaimo, BC, legally described as Air Space Parcel 1, Section 1, Nanaimo District, Air Space Plan VIP 65336 (the “Library Land”) for an estimated cost of \$9,500,000;

AND WHEREAS elector approval to enter into the Lending Agreement and adopt this bylaw has been obtained in accordance with Sections 819 and 823.1 of the *Local Government Act* by an alternative approval process;

AND WHEREAS the financing is to be undertaken by the Municipal Finance Authority of British Columbia pursuant to proposed agreements between the Authority and the Regional District of Nanaimo;

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

1. The Regional District of Nanaimo is hereby authorized to borrow funds to lend to the Vancouver Island Regional Library to enable the Vancouver Island Regional Library to purchase the Library Land and for that purpose may enter into the Lending Agreement and all other agreements necessary or desirable in connection therewith.
2. The total amount to be borrowed under the authority of this bylaw shall not exceed \$9,500,000.
3. The maximum term for which debentures may be issued to secure the debt created by this bylaw is 25 years.
4. The borrowing authorized relates to the Regional Library Capital Financing Service established pursuant to Bylaw No. 1632, cited as “Regional Library Capital Financing Service Establishment Bylaw No. 1632, 2011”.
5. This bylaw may be cited for all purposes as “Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013”.

Introduced and read three times this ____ day of _____.

Received the approval of the Inspector of Municipalities this ____ day of _____.

Received the approval of the Electors by Alternative Approval Process this ____ day of _____.

Adopted this ____ day of _____.

CHAIRPERSON

CORPORATE OFFICER

INDEBTEDNESS AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2013.

BETWEEN:

Vancouver Island Regional Library, an entity incorporated under the laws of the Province of British Columbia and having its head office at Box 3333, 6250 Hammond Bay Road, Nanaimo, British Columbia

(hereinafter referred to as the "VIRL")

OF THE FIRST PART,

--and--

Regional District of Nanaimo , an entity incorporated under the laws of the Province of British Columbia and having its head office at 6300 Hammond Bay Road, Nanaimo, British Columbia.

(hereinafter referred to as "Regional District")

OF THE SECOND PART.

WHEREAS the VIRL has requested the Regional District to borrow, on VIRL's behalf, to a maximum sum of Nine Million Five Hundred Thousand (\$9,500,000.00) Dollars, for the purchase of 90 Commercial Street, Nanaimo, in the Province of British Columbia;

AND WHEREAS the VIRL desires to provide the Regional District with commitments with respect to obtaining such loan, and sufficient security and comfort for undertaking to secure the loan on behalf of the VIRL;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each other party hereto, and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows;

ARTICLE ONE – DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement unless something in the subject matter or context is inconsistent therewith:

- a) **"Business Day"** means any day other than a Saturday or Sunday, or holiday, on which Canadian chartered banks are open for business in Nanaimo, British Columbia.
- b) **"Indebtedness"** means the obligations of the VIRL to the Regional District, as detailed in Article 2.2 of this Agreement;
- c) **"Loan"** means the amount that the Regional District will borrow from the MFA, which funds it will advance to the VIRL, to a maximum principal sum of Nine Million Five Hundred Thousand (\$9,500,000.00) Dollars, and interest thereon;

- d) **“Loan Agreement”** means the agreement between the MFA and the Regional District, which sets out the terms and conditions of the Loan;
- e) **“MFA”** means the Municipal Finance Authority of British Columbia;
- f) **“Mortgage”** means the mortgage to be granted by the VIRL in favour of the Regional District to be registered against the title to the property located at 90 Commercial Street, in the City of Nanaimo, in the Province of British Columbia.

ARTICLE TWO – THE LOAN AND INDEBTEDNESS

- 2.1 The Loan.** The Regional District hereby agrees that, on the terms and subject to the conditions set forth herein, and the terms agreed to with the MFA, it will secure the Loan from the MFA for the benefit of the VIRL, and then advance the Loan to the VIRL, for the purchase of 90 Commercial Street, Nanaimo by the VIRL.
- 2.2 The indebtedness.** The VIRL agrees to be liable to the Regional District for the aggregate of the following obligations:
- a) Payment of any and all obligations and liabilities owing by the Regional District to the MFA pursuant to the Loan Agreement and any other documents or security granted by the Regional District to the MFA pursuant thereto;
 - b) Payment of any and all costs or outlays, of any nature whatsoever, incurred by the Regional District with respect to the negotiation, preparation, execution and delivery of the Loan Agreement and this Agreement, as well as all actions under the Loan Agreement and this Agreement; and
 - c) The VIRL agrees to indemnify and hold the Regional District harmless from any costs, claims, outlays, expenses, and liabilities, or any nature whatsoever, that the Regional District may be responsible for, arising, directly or indirectly, out of this Agreement, or the negotiation, execution and delivery of the Loan Agreement, or the advancement of the Loan;

(all of which obligations, indebtedness and liabilities are herein collectively called the “Indebtedness”).

ARTICLE THREE – FORM OF THE MORTGAGE

- 3.1 Mortgage.** Prior to the Regional District obtaining the Loan from the MFA, the VIRL shall secure the Indebtedness by granting the Mortgage, which shall be registered as a first financial charge over the property located at 90 Commercial Street, in the City of Nanaimo, in the Province of British Columbia, legally described as Air Space Parcel 1, Section 1, Nanaimo District, Air Space Plan VIP 65336.

ARTICLE FOUR – REPAYMENT OF THE INDEBTEDNESS

- 4.1 Repayment of the Loan.** The VIRL shall pay to the Regional District all principal amounts of the Loan, together with any interest or other amounts payable, all in accordance with the terms and conditions of the Loan Agreement. It is the intent of the VIRL, that it will share in the costs of the borrowing amongst all its members as per all its other normal operating budget costs. It is also the intent of the VIRL, to ensure full payment of the regular repayment amounts of the Loan due, prior to the payment due date set out in the Loan Agreement.
- 4.2 Prepayments and Early Payments.** The VIRL shall be entitled to prepay any of the outstanding principal amount of the Loan, subject to the terms and conditions of the Loan Agreement, provided the VIRL also pays whatever penalties or restrictions on repayment are set out therein. However, any gains calculated by MFA, such as the early repayment of MFA gains earned through the investment of proceeds, shall be for the benefit of VIRL.
- 4.3 Repayment of other indebtedness.** If there are any payments required to be made by the VIRL to the Regional District in addition to payments on the Loan, then the VIRL shall make such payments to the Regional District within (30) days of receipt of an invoice from the Regional District detailing such obligations of the VIRL.
- 4.4 Type and Place of Payment.** All payments by the VIRL, shall be made or delivered to the Regional District at the following address:
- 6300 Hammond Bay Rd., Nanaimo, BC V9T 6N2
Attention: Director of Finance

ARTICLE FIVE –CONDITIONS PRECEDENT

- 5.1** The obligations of the parties with respect to the consummation of any arrangements under this Agreement are subject to the waiver or fulfillment, in writing, of the following conditions precedent on the dates set out:
- a) The arrangement of the Loan Agreement between the Regional District and the MFA, on terms and conditions that are acceptable to the Regional District and the VIRL, in their sole respective discretions, on or before December 31, 2013, and
 - b) The agreement on the form and substance of the documents comprising the Mortgage, on terms and conditions acceptable to the Regional District and the VIRL, in their sole respective discretions, on or before December 31, 2013;

In the event that the foregoing conditions precedent are not waived or declared fulfilled, in writing by both parties, by the applicable dates set out above, then all obligations of the Regional District and the VIRL hereunder shall be null and void.

- 5.2** The obligations of the Regional District with respect to the consummation of any arrangements under this Agreement are subject to the waiver or fulfillment, in writing, of the following conditions precedent on the dates set out:

- a) The Regional District providing statutory notice of the intention to provide assistance by way of lending money under section 185 of the *Local Government Act*.
- b) The Regional District obtaining the necessary approval from its electors and from the supervising ministries of the Provincial Government, on terms and conditions that are acceptable to it in its sole discretion, on or before December 31, 2013; and
- c) The Regional District obtaining advance of the Loan from the MFA on or before December 31, 2013.

In the event that the foregoing conditions precedent are not waived or declared fulfilled, in writing by the Regional District, by the applicable dates set out above, then all obligations of the Regional District and the VIRL hereunder shall be null and void.

ARTICLE SIX – REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the VIRL. To induce the Regional District to enter into this Agreement and to make the Loan, the VIRL makes the following representations and warranties which shall survive the execution and delivery of this Agreement and the Mortgage:

- a) neither the execution and delivery of this Agreement nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of any of the terms, conditions, or provisions of:
 - i. any agreement, instrument or arrangement to which the VIRL is now a party or by which it is or may be bound, or constitute a default thereunder;
 - ii. any judgment or order, writ, injunction or decree of any court; or
 - iii. any applicable law or government regulation.
- b) no action of, or filing with any governmental or public body or authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance of this Agreement by the VIRL.

ARTICLE SEVEN – MORTGAGE COVENANTS

7.1 Covenants of the VIRL. From the date of this agreement and thereafter until the indebtedness is paid in full:

- a) The VIRL will notify the Regional District immediately if the VIRL shall default in a material manner in the payment of any of its indebtedness for borrowed money, whether such indebtedness now exists or shall hereafter be created. The VIRL also shall notify the Regional District immediately if there shall occur a material event of default under any mortgage, indenture or instrument (including without limitation this Agreement) under which there may be incurred or evidenced, any indebtedness of the VIRL for borrowed money, whether such indebtedness now exists or shall hereafter be created;

- b) The VIRL will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority, a breach of which would materially and adversely affect the financial condition or businesses of the VIRL, except where contested in good faith and by proper proceedings;
- c) The VIRL will promptly give the Regional District notice in writing of all litigation and all proceedings before any governmental or regulatory agencies or arbitration authorities affecting the VIRL, except those which, if adversely determined, would not have a material adverse effect on the financial condition or business of the VIRL; and
- d) The VIRL shall use all portions of the Loan advanced to it, solely for the purpose of purchasing 90 Commercial Street, Nanaimo, British Columbia.

ARTICLE EIGHT – GENERAL CONTRACT PROVISIONS

- 8.1 Notices.** All notices, requests, demands or other communications (collectively, “Notices”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, postage prepaid, to such other party as follows:

To the VIRL at: Box 3333, 6250 Hammond Bay Rd.
 Nanaimo, BC V9R 5N3

To the Regional District at: 6300 Hammond Bay Rd, Nanaimo, BC V9T 6N2
 Attention: Director of Finance

or at such other address as may be given by such person to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery.

- 8.2 Additional Considerations.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and bylaws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof, provided that nothing in this section is to be considered to be interpreted as fettering a legislative discretion of the Regional District.
- 8.3 Counterparts.** This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

- 8.4 Time is of the Essence.** Time shall be of the essence of this Agreement and of every part hereof and no extension or variation of the Agreement shall operate as a waiver of this provision.
- 8.5 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, no do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto.
- 8.6 Enurement.** This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 8.7 Currency.** Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.
- 8.8 Headings for Convenience Only.** The division of this Agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this Agreement.
- 8.9 Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the exclusive jurisdiction of the Courts of such Province as located in Nanaimo, British Columbia.
- 8.10 Gender.** In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine, and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.
- 8.11 Calculation of Time.** When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first business day following such non-business day.
- 8.12 Legislation References.** Any references, in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.
- 8.13 Severability.** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability of invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

8.14 Transmission by Facsimile. The parties hereto agree that this Agreement may be transmitted by facsimile or such similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

IN WITNESS WHEREOF the parties have duly executed this Indebtedness Agreement
this _____ day of _____,

REGIONAL DISTRICT OF NANAIMO:

Per: _____
Chairperson

Per: _____
Corporate Officer

VANCOUVER ISLAND REGIONAL LIBRARY:

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1674

A BYLAW TO AUTHORIZE THE ENTERING INTO OF AN AGREEMENT RESPECTING FINANCING BETWEEN THE REGIONAL DISTRICT OF NANAIMO (THE "REGIONAL DISTRICT") AND THE MUNICIPAL FINANCE AUTHORITY OF BRITISH COLUMBIA (THE "AUTHORITY")

WHEREAS the Authority may provide financing of capital requirements for regional districts and for their member municipalities by the issue of debentures, or other evidence of indebtedness of the Authority and lending the proceeds therefrom to the Regional District on whose request the financing is undertaken;

AND WHEREAS, pursuant to the provisions of Section 825 of the *Local Government Act*, the amount of borrowing authorized by the following Loan Authorization Bylaw, the amount already borrowed under the authority thereof, the amount of authorization to borrow remaining thereunder and the amount being issued under the authority thereof by this bylaw is as follows:

Regional District	L/A Bylaw No.	Purpose	Amount Borrowing Authorized	Amount Already Borrowed	Borrowing Authority Remaining	Term of Issue (Yrs.)	Amount of Issue
Nanaimo	1673	Regional Library Capital Financing Service	\$9,500,000	Nil	\$9,500,000	25	\$9,500,000

Total Financing pursuant to Section 825 \$9,500,000

AND WHEREAS the Regional Board, by this bylaw, hereby requests that such financing shall be undertaken through the Authority;

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

1. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Nanaimo Regional District and its municipalities hereinbefore referred to, in Canadian Dollars or in such other currency or currencies as the Authority shall determine so that the amount realized does not exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) in Canadian Dollars and/or the equivalent thereto and at such interest and with such discounts or premiums and expenses as the Authority may deem consistent with the suitability of the money market for sale of securities of the Authority.
2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chairperson and Director of Finance of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements which said agreement or agreements shall be substantially in the form annexed hereto as Schedule 'A' and made part of this bylaw (such agreement or agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian Dollars or as the Authority shall determine and subject to the *Local Government Act*, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligations incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chairperson and Director of Finance.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. If during the currency of the obligations incurred under the said Agreement to secure borrowings in respect of Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, the anticipated revenues accruing to the Regional District from the operation of the said Regional Library Capital Financing Service are at any time insufficient to meet the annual payment of interest and the repayment of principal in any year, there shall be requisitioned an amount sufficient to meet such insufficiency.

8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.
9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the *Municipal Finance Authority Act*, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to said Section 15 of the *Municipal Finance Authority of British Columbia Act*, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.
10. This bylaw may be cited as "Regional Library Capital Financing Service Security Issuing Bylaw No. 1674, 2013.

Introduced and read three times this ____ day of _____

Adopted this ____ day of _____

CHAIRPERSON

CORPORATE OFFICER

Chairperson

Corporate Officer

C A N A D A
PROVINCE OF BRITISH COLUMBIA

AGREEMENT
REGIONAL DISTRICT OF NANAIMO

The Regional District of Nanaimo (the "Regional District") hereby promises to pay to the Municipal Finance Authority of British Columbia (the "Authority") at its Head Office in Victoria, British Columbia, the sum of _____ in lawful money of Canada, together with interest thereon from the _____, at varying rates of interest, calculated semi-annually in each and every year during the currency of this Agreement; and payments of principal and interest shall be as specified in the table appearing on the reverse hereof commencing on the _____, provided that in the event the payments of principal and interest hereunder are insufficient to satisfy the obligations of the Authority undertaken on behalf of the Regional District, the Regional District shall pay over to the Authority such further sums as are sufficient to discharge the obligations of the Regional District to the Authority.

Dated at _____ British Columbia, this ____ of _____, 20__.

IN TESTIMONY WHEREOF and under the authority of Bylaw No. cited as "Regional Library Capital Financing Service Security Issuing Bylaw No. 1674, 2013", this Agreement is sealed with the Corporate Seal of the Regional District and signed by the Chairperson and the Director of Finance thereof.

Chairperson

Director of Finance

Pursuant to the *Local Government Act*, I certify that the within Agreement has been lawfully and validly made and issued and that its validity is not open to question on any ground whatever in any court of the Province of British Columbia.

Dated this ____ day of _____, 20__.

Inspector of Municipalities of British Columbia

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1675

**A BYLAW TO AUTHORIZE TEMPORARY BORROWING
OF MONEY PENDING THE ISSUANCE OF SECURITIES
WHICH HAVE BEEN AUTHORIZED**

WHEREAS pursuant to Section 823.2 of the *Local Government Act* a regional district may, where it has adopted a loan authorization bylaw, borrow temporarily without further assents or approvals, from any person under the conditions therein set out;

AND WHEREAS by "Regional Library Capital Financing Service Loan Authorization Bylaw No. 1673, 2013" ("Bylaw No. 1673"), the Board of the Regional District of Nanaimo was authorized to borrow upon the credit of the Regional District a sum not exceeding \$9,500,000.00 for the purpose of lending funds to the Vancouver Island Regional Library service for the purpose of permitting the Vancouver Island Regional Library to acquire land at 90 Commercial Street, Nanaimo, B.C.;

AND WHEREAS the remaining authorized borrowing power under the said Bylaw No. 1673 stands at \$9,500,000.00;

AND WHEREAS the Board wishes to borrow temporarily before entering into long term debt;

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

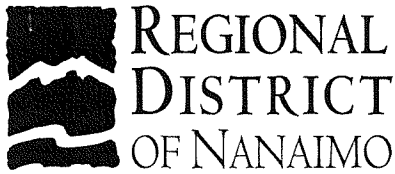
1. The Board of the Regional District of Nanaimo is hereby authorized and empowered to borrow temporarily from any person or body corporate, sums not exceeding \$9,500,000.00 solely for the purposes specified in Bylaw No. 1673.
2. The form of obligations, to be given to the lender in acknowledgement of the liability of the said Regional District Board shall be a promissory note, or notes, bearing the Corporate Seal of the Regional District of Nanaimo and signed by the Chairperson and Director of Finance of the Regional District.
3. The proceeds from the sale of debentures or so much thereof as may be necessary shall be used to repay the money so borrowed.
4. This bylaw may be cited as "Regional Library Capital Financing Service Interim Financing Bylaw No. 1675, 2013".

Introduced and read three times this ____ day of _____.

Adopted this ____ day of _____.

CHAIRPERSON

CORPORATE OFFICER



ALTERNATIVE APPROVAL PROCESS
ELECTOR RESPONSE FORM

(All of the RDN - City of Nanaimo, City of Parksville, Town of Qualicum Beach, District of Lantzville, Electoral Areas A, B, C, E, F, G & H)

“Regional Library Capital Financing Loan Authorization Bylaw No. 1673, 2013” authorizing the borrowing of 9.5 Million Dollars (\$9,500,000.00) for the Vancouver Island Regional Library to purchase 90 Commercial Street in Nanaimo, BC (Air Space Parcel 1, Section 1, Nanaimo District, Air Space Plan VIP 65336 Land District 32), and

Indebtedness Agreement between the RDN and the Vancouver Island Regional Library, which defines the commitments of both parties for the borrowing and debt repayment.

Pursuant to Section 86 of the Community Charter, I certify that:

- I am a person entitled to be registered as an elector (pursuant to the Local Government Act) within the Regional District of Nanaimo;
I have not previously signed an Elector Response Form with respect to this Bylaw and Agreement; and
I am OPPOSED to the adoption of “Regional Library Capital Financing Loan Authorization Bylaw No. 1673, 2013” which authorizes the borrowing of \$9.5 Million for the purpose of lending money to permit the Vancouver Island Regional Library to purchase 90 Commercial Street, and the RDN entering into an Indebtedness Agreement with the Vancouver Island Regional Library, which defines the commitments of both parties for the lending of money to and debt repayment by the Vancouver Island Regional Library, without first obtaining the assent of the electors in a voting proceeding (referendum).

FULL NAME OF ELECTOR: (Please Print Full Name)

ELECTOR’S RESIDENTIAL ADDRESS: (State Full Address)

SIGNATURE OF ELECTOR:

DATE:

To be completed by Non-Resident Property Electors only
I am entitled to register as a non-resident property elector as an owner of the property located at the following address:

For this Elector Response Form to be counted, it must be submitted in person or by mail to be received by the Corporate Officer NO LATER THAN 4:30 PM ON TUESDAY, APRIL 9, 2013.

- Postmarks WILL NOT be accepted as the date of submission.
ORIGINAL SIGNATURES ARE REQUIRED, therefore the Elector Response Forms may not be returned by email or by fax.

Approval of the electors by the alternate approval process is obtained if less than 11,253 Elector Response Forms are received by the stated deadline. Submit the Elector Response Form to:

Corporate Services Department
Regional District of Nanaimo
6300 Hammond Bay Road, Nanaimo, BC V9T 6N2
Phone: 250-390-4111/1-877-607-4111
Office Hours: (Monday, Tuesday, Thursday, Friday 8:30 AM – 4:30 PM / Wednesday 8:30 AM – 5:30 PM)
excluding Statutory Holidays.

INFORMATION REGARDING QUALIFICATIONS FOR ELECTORS

Resident electors:

- age 18 or older;
- a Canadian citizen;
- a resident of British Columbia for at least 6 months immediately before signing this elector response form;
- a resident of the Regional District of Nanaimo for at least 30 days before signing this elector response form; and
- not disqualified by any enactment from voting in an election or otherwise disqualified by law.

Non-resident property elector:

- not entitled to register as a resident elector in the Regional District of Nanaimo;
- age 18 or older;
- a Canadian citizen;
- a resident of British Columbia for at least 6 months immediately before signing this elector response form;
- a registered owner of real property in the Regional District of Nanaimo for at least 30 days before signing this elector response form;
- the only persons who are registered owners of the real property, either as joint tenants or tenants in common, are individuals who are not holding the property in trust for a corporation or another trust;
- not disqualified by any enactment from voting in an election or otherwise disqualified by law;
- **if there is more than one registered owner of the property (either as joint tenants or tenants in common), only one of those individuals, with the written consent of the majority of the owners, may register as a non-resident property elector; and**
- **a person may only register as a non-resident property elector in relation to one parcel of real property in a jurisdiction.**

Note: No corporation is entitled to be registered as an elector or have a representative registered as an elector and no corporation is entitled to vote.

An accurate copy of this Elector Response Form may be utilized (either single-sided or double-sided), provided that it is made of the form prior to any electors signing such form, so that only Elector Response Forms with original signatures are submitted.

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE EMERGENCY MANAGEMENT SELECT COMMITTEE
MEETING HELD ON TUESDAY, JANUARY 15, 2013 AT 10:30 AM
IN THE RDN COMMITTEE ROOM**

Present:

Director M. Young	Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director G. Holme	Electoral Area E
Director J. Fell	Electoral Area F
Director J. Stanhope	Electoral Area G
Director B. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
T. Armet	Manager - Building, Bylaw & Emergency Planning Services
J. Drew	Emergency Coordinator
E. Dempsey	Canadian Red Cross Society (Invited Representative)
G. Carleton	Canadian Red Cross Society (Invited Representative)
N. Hewitt	Recording Secretary

CALL TO ORDER

The meeting was called to order at 10:30 a.m. by the Chair.

DELEGATIONS

Elysia Dempsey, Disaster Management Coordinator, Canadian Red Cross Society, BC Coastal Region, re Recovery Services.

Ms. Dempsey provided a visual and verbal overview of the Canadian Red Cross Society's Disaster Management program.

MINUTES

MOVED Director Houle, SECONDED Director Stanhope, that the minutes of the regular Emergency Management Select Committee meeting held on May 7, 2012 be adopted.

CARRIED

REPORTS

Reception Centre Agreement Renewals.

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cedar Community Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cranberry Fire Protection District for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Senior Citizens Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Island Community Hall Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Nanoose Bay Activities & Recreation Society for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Arrowsmith Agricultural Association for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Lighthouse Community Centre for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

MOVED Director Houle, SECONDED Director Veenhof, that the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Bowser and District Branch (211) of the Royal Canadian Legion for a five year term commencing April 1st, 2013 and ending March 31st, 2018, be approved.

CARRIED

Proposal for Recovery Services.

MOVED Director Holme, SECONDED Director Houle, that staff be directed to prepare an Agreement with the Canadian Red Cross Society for the provision of disaster support and recovery services, for the Board's consideration.

CARRIED

Emergency Program Update Power Point (Verbal).

MOVED Director Stanhope, SECONDED Director Dempsey, that the verbal report be received.

CARRIED

NEW BUSINESS

Seismic Assessments of Dams in the Regional District of Nanaimo.

MOVED Director McPherson, SECONDED Director Veenhof, that staff prepare a report on the status of reviews and assessments of dams in the Regional District of Nanaimo.

CARRIED

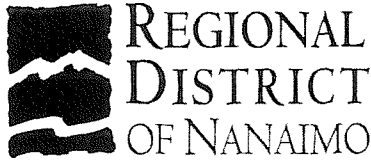
ADJOURNMENT

MOVED Director Veenhof, SECONDED Director Houle, that this meeting be adjourned.

CARRIED

TIME: 1:05 p.m.

CHAIRPERSON



RDN REPORT	
CAC APPROVAL	
EAP	
COW	
JAN 15 2013	
RHD	
BOARD	
EMSC	

MEMORANDUM

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

DATE: December 14, 2012

FROM: Jani M. Drew, Emergency Coordinator

FILE: 2240-20 ESS

SUBJECT: Reception Centre License of Use Agreement Renewals

PURPOSE

To obtain Board direction on Emergency Reception Centre License of Use Agreements for the continued use of the facilities to assist evacuees during emergencies or disasters.

BACKGROUND

Local authorities are obligated under the *Emergency Program Act* to plan for response to and recovery from emergencies or disasters and this includes provision of Reception Centres to receive and assess evacuees. Over the years the RDN has established six (6) Reception Centres throughout the Electoral Areas via License of Use Agreements and two (2) Reception Centres via informal arrangements:

Electoral Area 'A'

- Cedar Hall, 2388 Cedar Road
- Cranberry Hall, 1555 Morden Road

Electoral Area 'B'

- Rollo Senior's Centre, 681 North Road
- Gabriola Community Association, 2200 South Road

Electoral Area 'E'

- Nanoose Place, 2925 Northwest Bay Road

Electoral Area 'F'

- Arrowsmith Agricultural Association, Coombs Fairgrounds, 1018 Ford Road

Electoral Area 'H'

- Lighthouse Community Centre, 240 Lions Way
- Bowser Legion 7035, West Island Highway

Since the Reception Centres were established over the years, the Agreements expire at different times. The Cranberry and Nanoose Place Reception Centres were established in the 1990's with informal arrangements only. Staff have prepared new Agreements for all Reception Centres to align the terms and language of the Agreements and to formalize the use of all facilities as Reception Centres during an emergency.

ALTERNATIVES

1. Approve the License of Use Agreements to ensure continued use as Reception Centres during an emergency or disaster.
2. Not approve the License of Use Agreements and provide further direction to staff.

FINANCIAL IMPLICATIONS

The License Fee per Agreement is \$5.00 for the five (5) year term, payable in advance – a total of \$40.00. Reception Centre operational supplies are considered annually through the Emergency Planning budget.

SUMMARY

The *Emergency Program Act* requires local authorities to provide Reception Centres where evacuees can go for needs assessment and referral for required resources after an emergency or disaster. The RDN has established eight (8) Reception Centres throughout the Electoral Areas over time. Two (2) Agreements have come to the end of their terms. Staff has prepared new Agreements for all Reception Centres to align the terms durations and to formalize the use of all facilities as Reception Centres during an emergency.

RECOMMENDATION


1. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cedar Community Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
2. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Cranberry Fire Protection District for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
3. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Senior Citizens Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
4. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Gabriola Island Community Hall Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
5. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Nanoose Bay Activities & Recreation Society for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.
6. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Arrowsmith Agricultural Association for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.

- 7. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Lighthouse Community Centre for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.

- 8. That the Emergency Reception Centre License of Use Agreement between the Regional District of Nanaimo and the Bowser and District Branch (211) of the Royal Canadian Legion for a five year term commencing April 1st, 2013 and ending March 31, 2018, be approved.

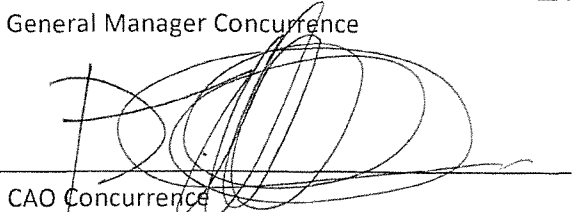


Report Writer



Manager Concurrence

General Manager Concurrence



CAO Concurrence

Attachment 1

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

CEDAR COMMUNITY ASSOCIATION

2388 Cedar Rd.
Cedar, BC V9X 1K3

(herein called the "Association")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo, B.C.

V9T 6N2

(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

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

Lot 1
Section 9
Range 2
Cedar District
Plan 2791

(the "Lands")

- B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

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

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

- (b) if to the Regional District:

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

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

For the REGIONAL DISTRICT OF NANAIMO

)	
)	
)	
_____)	(Seal)
Paul Thorkelsson)	
Chief Administrative Officer)	
)	
)	
_____)	
Jacque Hill)	
Manager, Administrative Services)	

For the CEDAR COMMUNITY ASSOCIATION

)	
)	
_____)	(Seal)
Authorized Signatory)	
)	
)	
)	
_____)	
Authorized Signatory)	

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

CRANBERRY FIRE PROTECTION DISTRICT
1555 Morden Road
Nanaimo, BC
V9X 1S2
(herein called the "CFPD")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

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

Lot 3,
Block 18
Section 10
Range 7
Cranberry District
Plan 1724

(the "Lands")

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

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

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) if to the CFPD:

1555 Morden Road
Nanaimo, B.C. V9X 1S2

(b) if to the Regional District:

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

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

For the REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

_____)
Paul Thorkelsson) (Seal)
Chief Administrative Officer))
))
))
))
))
_____))
Jacquie Hill))
Manager, Administrative Services))

For the CRANBERRY FIRE PROTECTION DISTRICT
by its authorized signatories:

_____)
Authorized Signatory) (Seal)
))
))
))
))
_____))
Authorized Signatory))

LICENCE OF USE

THIS AGREEMENT dated for reference the day of , 2013.

BETWEEN:

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

(herein after called the "Regional District")

AND:

GABRIOLA SENIOR CITIZENS ASSOCIATION
681 North Rd.
Gabriola Island BC VOR 1X0

(herein called the "Association")

WHEREAS:

- A. The Association is the registered owner in fee simple of lands legally described as:
- Lot 1, Section 19, Gabriola Island, Nanaimo District, Plan VIP 53159
(the "Lands")
- B. The Regional District wishes to be granted this License to Use the "Lands" in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Association has agreed;

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

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the "Lands" in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Association's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 1st day of April, 2018.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the Regional District, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the Regional District's use of the "Lands".

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (i) to the Association:
681 North Rd.
Gabriola Island BC VOR 1X0

- (i) if to the Regional District:
6300 Hammond Bay Road
Nanaimo BC V9T 6N2

or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the Regional District is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Legion.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the "Lands" to the Regional District

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

The Corporate Seal of the Regional)
District of Nanaimo was hereto)
Affixed in the presence of:)
)
)
)
)
)

Paul Thorkelsson)
Chief Administrative Officer)
)
)
)
)

Jacquie Hill)
Manager, Administrative Services)

The Corporate Seal of the Gabriola senior Citizens Association)
)
)
)

Bob Russell)
President)
)
)
)
)

Bill Hatton)
Secretary)

LICENCE OF USE

THIS AGREEMENT dated for reference the ----- day of -----, 2013.

BETWEEN:

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

(herein after called the "RDN")

OF THE FIRST PART

AND:

Gabriola Island Community Hall Association
2200 South Rd.
Gabriola Island BC VOR 1X0

(herein called the "Association")

OF THE SECOND PART

WHEREAS:

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

That part of the south west ¼ of Section 2, Gabriola Island, Nanaimo District, containing 0.95 acres more or less, as shown on Plan 3063 and marked "School" thereon
(the "Lands")

B. The Regional District of Nanaimo (RDN) wishes to be granted this License to Use the "Lands" in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Association has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the RDN and the Association covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement grants to the RDN a right by way of license for the RDN, its agents, employees and invitees to use the "Lands" in the event of an Emergency for the purpose of an Emergency Reception Association and for occasional practice drills with dates negotiated in advance, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Association's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the RDN shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The RDN shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. INSURANCE

The RDN will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the RDN in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the RDN as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The RDN releases and will indemnify and save harmless the Association, its directors, officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the RDN or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the RDN, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the RDN's use of the "Lands".

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) to the Association:

PO Box 205
Gabriola Island BC V0R 1X0

- (b) if to the RDN

6300 Hammond Bay Road
Nanaimo BC V9T 6N2

or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The RDN will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the RDN with any legal requirements. The RDN acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the RDN is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the RDN to the Association.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the "Lands" to the RDN

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

The Corporate Seal of the Regional)
District of Nanaimo was hereto)
Affixed in the presence of:)

_____)
Paul Thorkelsson)
Chief Administrative Officer)

_____)
Jacquie Hill)
Senior Manager of Corporate Administration)

The Corporate of the Gabriola Island Community Hall Association

_____)
Hugh Brown)
Authorized Signatory)

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

NANOOSE BAY ACTIVITIES & RECREATION SOCIETY
2925 Northwest Bay Rd.
Nanoose, BC
V9P 9J9
(herein called the "Society")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

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

Lot 2,
District Lot 6
Nanoose District
Plan 50996

(the "Lands")

- B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

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

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in

the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional district or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Society:

2925 Northwest Bay Rd.
Nanoose, BC V9P 9J9

- (b) if to the Regional District:

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

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

For the REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

_____)	
Paul Thorkelsson)	(Seal)
Chief Administrative Officer)	
)	
)	
_____)	
Jacque Hill)	
Manager, Administrative Services)	

For the NANOOSE BAY ACTIVITIES & RECREATION SOCIETY
by its authorized signatories:

_____)	
Authorized Signatory)	(Seal)
)	
)	
_____)	
Authorized Signatory)	

LICENCE OF USE

THIS AGREEMENT dated for reference the ____ day of _____, 2013.

BETWEEN:

ARROWSMITH AGRICULTURAL ASSOCIATION

PO Box 195
Coombs, BC V0R 1M0

(herein called the "Association")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo, BC V9T 6N2

(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

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

Lot A (DD 14541N)
Salvation Army Lot 15
Nanoose District
Plan 1939
Except Parcel 1 (DD 20284N) and Parcel 2 (DD 57485N)

(the "Lands")

- B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

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

1. RIGHT TO OCCUPY

The Association, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Association reserves to itself the right for the Association, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Association's use of the Lands at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Association a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be four (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Association may from time to time designate, naming both the Association and the Regional District as an additional insured thereto and shall provide the Association with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Association, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) if to the Association:

Box 13, Coombs BC

(b) if to the Regional District:

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

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Association from all lawsuits, damages, loss, costs or expenses the Association may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Association.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Paul Thorkelsson
Chief Administrative Officer
)
)
)
_____)
Jacquie Hill
Manager, Administrative Services
)

For the ARROWSMITH AGRICULTURAL ASSOCIATION

_____)
)
) (Seal)
Authorized Signatory
)
)
)
_____)
Wilfrid Worland,
President
)

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY
240 Lions Way
Qualicum Beach, BC
V9K 2E2
(herein called the "Society")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Rd.
Nanaimo, B.C.
V9T 6N2
(herein after called the "Regional District")

OF THE SECOND PART

WHEREAS:

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

Lot 1,
District Lot 32
Newcastle District
Plan 42674

(the "Lands")

B. The Regional District wishes to be granted this License to Use the Lands in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

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

1. RIGHT TO OCCUPY

The Society, subject to the performance and observance by the Regional District of the terms, conditions, covenants and agreements contained in this Agreement grants to the Regional District a right by way of license for the Regional District, its agents, employees and invitees to use the Lands in the event of an Emergency for the purpose of an Emergency Reception Center, including all necessary ancillary uses such as parking and for no other purpose, and for occasional drills with sufficient notice.

2. RESERVATION OF RIGHTS

The Society reserves to itself from the grant and the covenants made by it to the Regional District under clause 1.1 above, the right for the Society, its agents, employees, contractors and invitees to have full and complete access to the Lands to carry out any operations associated with the Society's use of the Lands at all times.

3. LICENSE FEE

In consideration of the right to use, the Regional District shall pay to the Society a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The Regional District, on behalf of the Emergency Preparedness Program, shall not construct or place any buildings or structures or make any improvements on the Lands.

6. INSURANCE

The Regional District will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Lands by the Regional District in the amount of not less than two million dollars per single occurrence with such greater amount as the Society may from time to time designate, naming both the Society and the Regional District as an additional insured thereto and shall provide the Society with a certified copy of such policy or policies.

7. INDEMNIFICATION

The Regional District releases and will indemnify and save harmless the Society, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the Regional District or anyone else may incur, suffer or allege by reason of the use of the Lands by the Regional District, its agents, employees or invitees, or the carrying on upon the Lands of any activity in relation the Regional District's use of the Lands.

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

- (a) if to the Society:

240 Lions Way
Qualicum Beach, B.C. V9K 2E2

- (b) if to the Regional District:

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

Or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.

- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

- (c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. **INTERPRETATION**

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

For the REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

_____)
Paul Thorkelsson) (Seal)
Chief Administrative Officer)
)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the LIGHTHOUSE COMMUNITY CENTRE SOCIETY
by its authorized signatories:

_____)
Authorized Signatory) (Seal)
)
)
)
_____)
Authorized Signatory)

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2013.

BETWEEN:

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

(herein after called the "RDN")

OF THE FIRST PART

AND:

BOWSER AND DISTRICT BRANCH (211) OF THE ROYAL CANADIAN LEGION
7035 West Island Highway
Bowser BC V0R 1G0

(herein called the "Legion")

OF THE SECOND PART

WHEREAS:

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

Lot 1, District Lot 36, Newcastle District, Plan 2076

(the "Lands")

B. The Regional District of Nanaimo (RDN) wishes to be granted this License to Use the "Lands" in the Event of an Emergency as defined in the *Emergency Program Act*, RSBC 1996, Chapter 111 and the Society has agreed;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the RDN to the Association and in consideration of the premises and covenants and agreements contained in this Agreement, the RDN and the Legion covenant and agree with each other as follows:

1. RIGHT TO OCCUPY

The Legion, subject to the performance and observance by the RDN of the terms, conditions, covenants and agreements contained in this Agreement grants to the RDN a right by way of license for the RDN, its agents, employees and invitees to use the "Lands" in the event of an Emergency for the purpose of an Emergency Reception Center and for occasional practice drills with sufficient notice, including all necessary ancillary uses such as parking and for no other purpose.

2. RESERVATION OF RIGHTS

The Legion reserves to itself the right for the Legion, its agents, employees, contractors and invitees to have full and complete access to the "Lands" to carry out any operations associated with the Legion's use of the "Lands" at all times, except in the case of an emergency.

3. LICENSE FEE

In consideration of the right to use, the RDN shall pay to the Legion a license fee of \$1.00 per year payable in advance. Such license fee shall be payable on the 1st day of the Term.

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2013 and ending on the 31st day of March, 2018.

5. CONSTRUCTION

The RDN shall not construct or place any buildings or structures or make any improvements on the "Lands"

6. INSURANCE

The RDN will take out and maintain during the term of the License, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the "Lands" by the RDN in the amount of not less than two million dollars per single occurrence with such greater amount as the Legion may from time to time designate, naming both the Legion and the RDN as an additional insured thereto and shall provide the Legion with a certified copy of such policy or policies.

7. INDEMNIFICATION

The RDN releases and will indemnify and save harmless the Legion, its officers, employees and agents from and against all lawsuits, damages, costs, expenses, fees or liabilities which the RDN or anyone else may incur, suffer or allege by reason of the use of the "Lands" by the RDN, its agents, employees or invitees, or the carrying on upon the "Lands" of any activity in relation the RDN's use of the "Lands".

8. NOTICES

It is hereby mutually agreed that notice required to be given under this Agreement shall be deemed to be sufficiently given if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

(a) to the Legion:

7035 West Island Highway
Bowser BC V0R 1G0

(b) if to the RDN:

6300 Hammond Bay Road
Nanaimo BC V9T 6N2

or at the address a party may from time to time designate, and then the notice shall be deemed to have been received forty-eight hours after the time and date of mailing. If, at the time of 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, lock-out or other labour dispute, then the notice may only be given by actual delivery of it.

9. REGULATIONS

The RDN will indemnify the Legion from all lawsuits, damages, loss, costs or expenses the Legion may incur by reason or non-compliance by the RDN with any legal requirements. The RDN acknowledges and agrees that in the event that the "Lands" or any building, structure or improvement on the "Lands" is damaged while the RDN is exercising its rights to use the "Lands" under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the RDN to the Legion.

10. RENEWAL

This Agreement may be renewed at the option of the parties and on terms and conditions agreed to by the parties, for a further five year term.

11. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.
- c) This Agreement shall replace and have priority over any previous Agreements that may be in place between the parties.

12. INTERPRETATION

- (a) That when the singular or neuter is used in this Agreement they include the plural or the feminine or the masculine or the body politic where the context or the parties require.
- (b) The headings to the clauses in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- (c) That this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees.
- (d) This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (e) All provisions of this Agreement are to be construed as covenants and agreements as though the word importing covenants and agreements were used in each separate paragraph.

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

The Corporate Seal of the Regional)
District of Nanaimo was hereto)
Affixed in the presence of:)

_____)
Paul Thorkelsson)
Chief Administrative Officer)

_____)
Jacquie Hill)
Manager of Administrative Services)

The Corporate Seal Bowser and District)
Branch (211) of the Royal Canadian)

_____)
Peter Bennett)
Authorized Signatory)

_____)
Jack Wilson)
Authorized Signatory)



CAO APPROVAL	
EAP	
COW	
JAN 09 2013	
RHD	
BOARD	
EMSC	

MEMORANDUM

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

DATE: January 8, 2013

FROM: Jani M. Drew, Emergency Coordinator

FILE:

SUBJECT: Proposal for Disaster Recovery Services

PURPOSE

To obtain Board direction on an Agreement for recovery services in the event of a large or extended emergency or disaster in the Electoral Areas.

BACKGROUND

Local authorities are required under the *Emergency Program Act [RSBC 1996, Section 6(2)]* to plan for response to and recovery from emergencies or disasters. In terms of local authority obligations, recovery is defined by the *Canadian Standards Association, 2008 (Z6100 Standards for Emergency Management and Business Continuity)* as:

“Activities and programs designed to return conditions to a level that is acceptable to the entity following an emergency or other event. Recovery programs and activities assist victims and their families, rebuild destroyed property and reconstitute government operations and services”. (*See Appendix A for Best Practices for Community Disaster Recovery*)

The Regional District of Nanaimo (RDN) has an Emergency Response Plan and the capacity to implement and sustain an effective response during an emergency or disaster. However, should a large scale, regional event occur, the provision of extended recovery services may be beyond the capacity of the RDN and community resources.

Planning for recovery is in the early stages. A Regional Community Recovery Working Group has been created with diverse membership comprised of regional stakeholders involved in various aspects of community recovery. A draft RDN Recovery Plan is underway and several staff attended a Justice Institute of BC *Planning for Community Recovery* course.

Community disaster recovery is a complex, often lengthy process that includes various measures that must be planned for and implemented to support a community, its people and organizations to return to a new normal following a major emergency or disaster (*see Appendix B for figure indicating local authority response/recovery timeline*). Recovery services and support may be necessary for weeks or months after a response has concluded. This was the case following the floods that occurred in the Cowichan Valley Regional District (CVRD) in Duncan several years ago. The CVRD engaged the services of the Canadian Red Cross Society (CRCS) for the duration of their recovery period as they did not have

sufficient personnel or volunteers to staff their Resilience Centre (where evacuees go to receive assessment for recovery services).

The Canadian Red Cross Society (CRCS) is a not-for-profit organization that is officially recognized as an auxiliary to public authorities in providing protection and assistance to evacuees from disasters. The CRCS has the resources and mandate to assist in the provision of disaster recovery and has similar Agreements with several local government organizations in British Columbia. Staff has had discussions with CRCS personnel who confirmed their agency is willing to enter into an Agreement with the RDN.

In addition to providing recovery services, the CRCS, via Agreement, can also assist during the response phase of an emergency or disaster. Should our local Emergency Social Services (ESS) capacity be over-extended, the CRCS can provide trained volunteers/staff to bolster existing volunteer resources (this type of assistance is referred to as ESS surge support).

An Agreement with the CRCS will provide trained personnel, equipment and goods distribution systems required to provide surge support capacity for local ESS teams and to provide full recovery operations services. As part of the Agreement, CRCS would re-position resources like cots, blankets, clean up and comfort kits to our area as well as increase their local volunteer capacity.

While the CRCS provides human resources and equipment, the RDN would be responsible to locate and arrange License of Use Agreements for suitable Resilience Centres (similar to arrangements for Reception Centres) in the Electoral Areas.

An Agreement with CRCS would be specific to the Electoral Areas. Municipalities within the RDN would require separate Agreements with the CRCS, should they choose a similar model for the provision of recovery services with the CRCS.

ALTERNATIVES

1. Consider an Agreement with the Canadian Red Cross Society for the provision of disaster support and recovery services.
2. That an Agreement not be considered and provide further direction to staff.

FINANCIAL IMPLICATIONS

The financial implication of disaster recovery is dependent on the nature, scope and duration of the recovery effort. The CRCS provides volunteer human resources at no cost however, certain expenses such as travel, meals, lodging and material costs may be charged to the local authority. These expenses would be paid directly by the RDN and then reimbursed by the Province as Disaster Financial Assistance claims at 100% of response and 80% of recovery costs.


Should the Board wish to enter into an Agreement for recovery services, it will be necessary for the RDN solicitor to review the CRCS's standard Agreement template. The anticipated cost of such a review is several hundred dollars.

SUMMARY


The RDN is responsible under provincial regulations to provide emergency response and recovery services to evacuees following an emergency or disaster. The RDN has an Emergency Response Plan and the capacity to implement and sustain an effective response during an emergency or disaster. However, should a large scale, regional event occur, the provision of extended recovery services may be beyond the capacity of the RDN and community resources. The CRCS has the resources and mandate to assist in the provision of disaster recovery and has similar Agreements with several local government organizations in British Columbia. An Agreement for these services will enable the RDN to meet its legislated responsibilities for recovery and the ability to build disaster resilience in the Electoral Areas.

RECOMMENDATION

That staff be directed to prepare an Agreement with the Canadian Red Cross Society for the provision of disaster support and recovery services, for the Board's consideration.

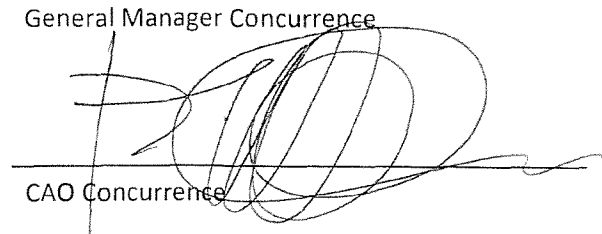


Report Writer



Manager Concurrence

General Manager Concurrence



CAO Concurrence

APPENDIX "A"

Best Practices for Community Disaster Recovery *Emergency Management BC, 2006*

Goals of Community Recovery:

- Reduce Human Suffering – helps citizens return to a new normal that offers an acceptable quality of life
- Restore Community Services
- Protect Community Culture
- Enhance Economic Vitality
- Enhance a Sustainable Community – recovery supports the concept of sustainable and resilient communities.

Operational Principles of Disaster Recovery:

- Provide Leadership
- Foster Collaboration
- Empower Individuals
- Do No Harm
- Act Quickly, Plan for the Long Term
- Plan for Transition to Normal Services
- Capture Lessons Learned

APPENDIX "B"

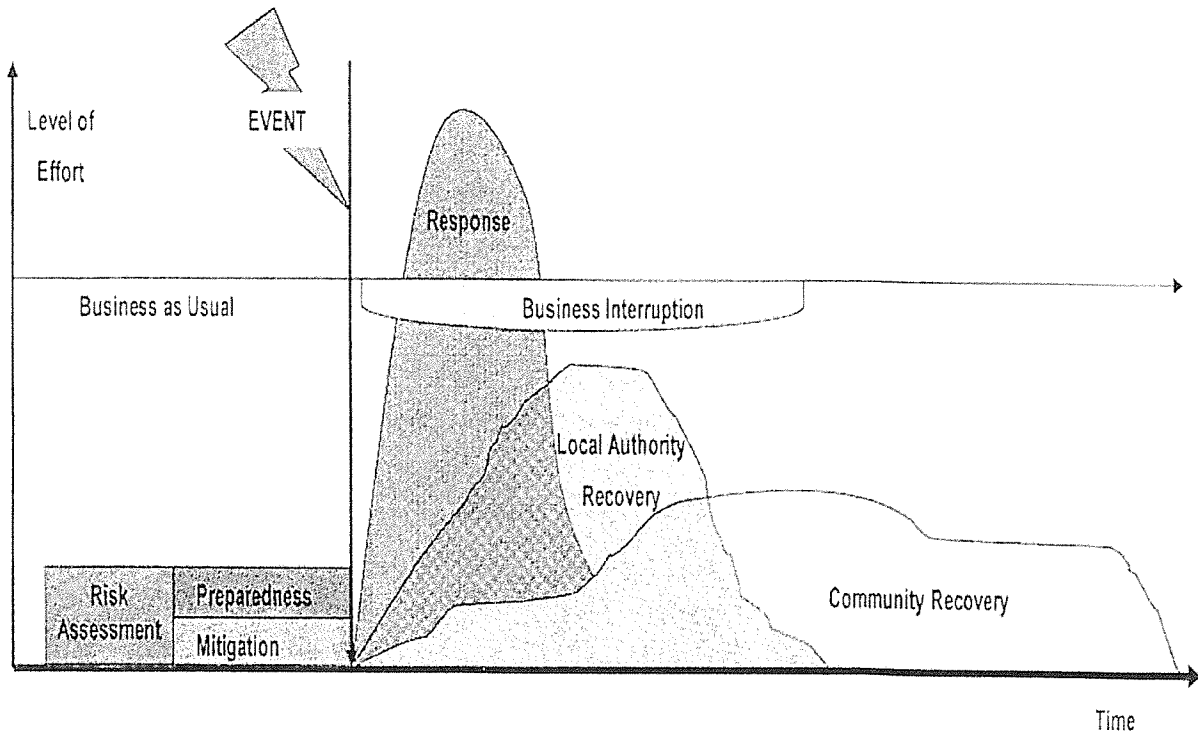


Figure 1: Conceptual Timeline Showing Comprehensive Emergency Management



RDN REPORT		
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MEMORANDUM

TO: Jacquie Hill
 Manager of Administrative Services

DATE: January 11, 2013

FROM: Matthew O’Halloran
 Legislative Coordinator

FILE: 0570

SUBJECT: Amended 2013 Board and Standing Committee Meeting Schedule

PURPOSE

To propose an amendment to the 2013 Board and Standing Committee meeting schedule.

BACKGROUND

The original 2013 Board and Standing Committee Meeting Schedule, shown on Appendix II, was approved by the Board on December 11, 2012. The Schedule includes regular meetings of the Board, Committee of the Whole (COW), and Electoral Area Planning Committee (EAPC) for the year. Typically the COW and EAPC meetings take place on the second Tuesday of the month, with the Board meetings on the fourth Tuesday of the month. Consistent with past practice, there are no EAPC or COW meetings in August or December, and in December the Board convenes only on the second Tuesday of the month for its Inaugural Meeting. Both the original and amended (Appendix I) versions of the 2013 Schedule include the same scheduling for August and December.

PROPOSED AMENDMENT

The proposed amendment concerns the Board meeting that is scheduled for October 1, 2013. As with previous years, this meeting was deferred a week from the fourth Tuesday of September to avoid potential conflicts with the annual UBCM conference held in September. However in 2013 the UBCM conference takes place September 16-20, and would not conflict with a regularly scheduled Board meeting on Tuesday, September 24.

Staff have prepared an Amended Schedule on Appendix I to reflect this proposal, with a Board meeting on September 24, 2013, and no meeting on October 1, 2013. This change would result in a more consistent Board Schedule, with the standard cycle of meetings, on the second and fourth Tuesdays of the month, maintained in September.

ALTERNATIVES

1. That the Amended 2013 Board and Standing Committee Meeting Schedule shown on Appendix I be approved as presented.
2. That the Amended Schedule not be approved, and the Board continue to use the original 2013 Board and Standing Committee Meeting Schedule shown on Appendix II.
3. That the Board provide alternate direction.

FINANCIAL IMPLICATIONS

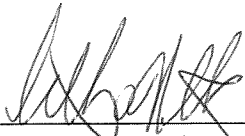
There are no direct financial implications, as all costs associated with Board meetings would remain in either case.

SUMMARY/CONCLUSIONS

A proposed amendment to the 2013 Board and Standing Committee meeting schedule has been prepared for consideration by the Board. The amendment would reschedule the Regular Board meeting, currently scheduled for October 1, 2013, and move it to September 24, 2013. This change is a result of the 2013 UBCM conference taking place in Vancouver between September 16-20, which would not require a deferment of a Regular Board meeting on the fourth Tuesday of September.

RECOMMENDATION


That the Amended 2013 Board and Standing Committee Meeting Schedule be approved as presented.



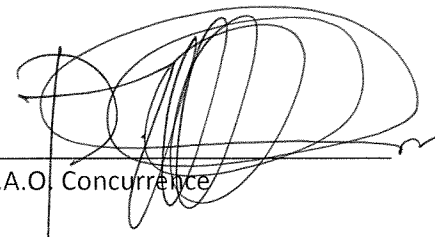
Report Writer



Manager Concurrence



Director Concurrence



C.A.O. Concurrence

APPENDIX I

Amended 2013 Board and Standing Committee Meeting Schedule

Meeting Location: Regional District of Nanaimo Board Chambers, 6300 Hammond Bay Rd, Nanaimo.

Electoral Area Planning Committee: 6:30 pm, 2nd Tuesday of the month (except August/December).

Committee of the Whole: 7:00 pm, 2nd Tuesday of the month (except August/December).

Board: 7:00 pm, 4th Tuesday of the month.

January 8	EAPC/Committee of the Whole
January 22	Board Meeting
February 12	EAPC/Committee of the Whole
February 26	Board Meeting
March 12	EAPC/Committee of the Whole
March 26	Board Meeting
April 9	EAPC/Committee of the Whole
April 23	Board Meeting
May 14	EAPC/Committee of the Whole
May 28	Board Meeting
June 11	EAPC/Committee of the Whole
June 25	Board Meeting
July 9	EAPC/Committee of the Whole
July 23	Board Meeting
August 27	Board Meeting
September 10	EAPC/Committee of the Whole
September 24	Board Meeting
October 8	EAPC/Committee of the Whole
October 22	Board Meeting
November 12	EAPC/Committee of the Whole
November 26	Board Meeting
December 10	Board Meeting

2013 Conferences:

AVICC Conference – April 12 - 14 (Sooke)
FCM Conference – May 31 – June 3 (Vancouver)
UBCM Conference – September 16 - 20 (Vancouver)

APPENDIX II

***Original* 2013 Board and Standing Committee Meeting Schedule**

Meeting Location: Regional District of Nanaimo Board Chambers, 6300 Hammond Bay Rd, Nanaimo.

Electoral Area Planning Committee: 6:30 pm, 2nd Tuesday of the month (except August/December).

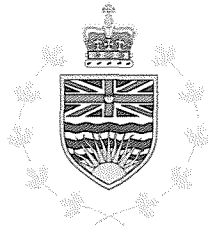
Committee of the Whole: 7:00 pm, 2nd Tuesday of the month (except August/December).

Board: 7:00 pm, 4th Tuesday of the month (Delayed one week in September for UBCM, and held early in October).

January 8	EAPC/Committee of the Whole
January 22	Board Meeting
February 12	EAPC/Committee of the Whole
February 26	Board Meeting
March 12	EAPC/Committee of the Whole
March 26	Board Meeting
April 9	EAPC/Committee of the Whole
April 23	Board Meeting
May 14	EAPC/Committee of the Whole
May 28	Board Meeting
June 11	EAPC/Committee of the Whole
June 25	Board Meeting
July 9	EAPC/Committee of the Whole
July 23	Board Meeting
August 27	Board Meeting
September 10	EAPC/Committee of the Whole
October 1	Board Meeting
October 8	EAPC/Committee of the Whole
October 22	Board Meeting
November 12	EAPC/Committee of the Whole
November 26	Board Meeting
December 10	Board Meeting

2013 Conferences:

AVICC Conference – April 12 - 14 (Sooke)
 FCM Conference – May 31 – June 3 (Vancouver)
 UBCM Conference – September 16 - 20 (Vancouver)



RDN CAO'S OFFICE			
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Biography

THE HONOURABLE JUDITH GUICHON, OBC Lieutenant Governor of British Columbia



The Honourable Judith Guichon was sworn-in as the 29th Lieutenant Governor of British Columbia on November 2, 2012. Prior to this appointment she owned and operated Gerard Guichon Ranch Limited in the Nicola Valley in the British Columbia Interior. The Guichon family has ranched in the area since 1878 and Her Honour's father-in-law was awarded the Order of Canada in 1974 for his leadership in Cattleman's Associations and his contribution to agriculture in Canada. Her four children now manage the ranch with a 700 head cow calf and 700 yearling operation.

Her Honour studied Holistic Management, a farming method which promotes sustainable management of livestock by emphasizing their natural habitat. Along with her late husband, commercial pilot Lawrence Guichon, she introduced Holistic Management to the ranchers of British Columbia.

Her Honour was also involved in several organizations. She served on the local hospital board and Community Health Council and was on the Community Health Foundation board. Prior to this, she served as a 4-H Leader and started a recycling society in Merritt, B.C. with a neighbour. She also served as a director for the Fraser Basin Council of B.C., director of the Grasslands Conservation Council of B.C., member of the Nicola Water Use Management planning committee and played the flute in the Nicola Valley Community Band.

Prior to her term as Lieutenant Governor, Her Honour served on the Provincial Task Force on Species at Risk and completed a two-year term as the president of the British Columbia Cattlemen's Association. She has also been a part of the Ranching Task Force for B.C. and the British Columbia Agri-Food Trade Advisory Council.

Born in Montreal, Quebec, and raised on a farm near Hawkesbury, Ontario, Her Honour moved to British Columbia in 1972. She and her husband, Bruno Mailloux, maintain a residence in the Nicola Valley.

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V8S 1V9

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