

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, AUGUST 25, 2015
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

- 1. CALL TO ORDER**
- 2. DELEGATIONS**
- 4 **Erin Pollock, Sgt. Sheryl Armstrong, Nanaimo RCMP Victim Services,** re Annual presentation to the RDN.
- 3. BOARD MINUTES**
- 5-14 Minutes of the Regular Board meeting held Tuesday, July 28, 2015 (All Directors – One Vote).
- 4. BUSINESS ARISING FROM THE MINUTES**
- 5. COMMUNICATIONS/CORRESPONDENCE**
- (All Directors – One Vote)
- 15-17 **Gary Paget, Gary MacIsaac, Green Communities Committee,** re Successful efforts to measure and reduce corporate greenhouse gas emissions for the 2014 reporting year.
- 6. UNFINISHED BUSINESS**
- 7. STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**
- 7.1 ELECTORAL AREA PLANNING STANDING COMMITTEE**
- 18-19 Minutes of the Special Electoral Area Planning Committee meeting held Tuesday, July 28, 2015 (For Information) (All Directors – One Vote).

REPORTS

Development Permit Application No. PL2015-053 – Martindale Road, Electoral Area ‘G’ (Electoral Area Directors, except EA ‘B’ – One Vote).

That Development Permit Application No. PL2015-053 to permit a single family dwelling be approved subject to the conditions outlined in Attachments 2 to 4.

Development Permit Application No. PL2015-069 – 1566 River Crescent, Electoral Area ‘G’ (Electoral Area Directors, except EA ‘B’ – One Vote).

That Development Permit Application No. PL2015-069 to permit the siting of a dwelling unit be approved subject to the conditions outlined in Attachments 2 to 4.

Development Permit with Variance Application No. PL2015-075 – 3680 Jingle Pot Road, Electoral Area ‘C’ (Electoral Area Directors, except EA ‘B’ – One Vote).

Delegations Wishing to Speak to Development Permit with Variance Application No. PL2015-075 – 3680 Jingle Pot Road, Electoral Area ‘C’.

That Development Permit with Variance Application No. PL2015-075 to permit the construction of an accessory garage be approved subject to the conditions outlined in Attachments 2 and 3.

8. SCHEDULED STANDING, ADVISORY, AND SELECT COMMITTEES

Electoral Area ‘F’ Parks and Open Space Advisory Committee

20-22 Minutes of the Electoral Area ‘F’ Parks and Open Space Advisory Committee meeting held Wednesday, June 10, 2015 (For Information) (All Directors – One Vote).

East Wellington/Pleasant Valley Parks and Open Space Advisory Committee

23-25 Minutes of the East Wellington/Pleasant Valley Parks and Open Space Advisory Committee meeting held Monday, June 22, 2015 (For Information) (All Directors – One Vote).

9. ADMINISTRATOR’S REPORTS

26-37 **Operating Results for the Period Ending June 30, 2015** (All Directors – One Vote).

2015 Service Area Work Plan Projects and Activities Update (All Directors – One Vote) – *provided as separate enclosure.*

38-39 **Appointment of Animal Control Officer – Craig Dishkin** (All Directors – One Vote).

- 40-45 **Zoning Amendment Application No. PL2014-034 – Bylaw 500.394 – 1032 Roberton Boulevard, Electoral Area ‘G’** (Electoral Area Directors, except EA ‘B’ – One Vote).
- 46-54 **Zoning Amendment Application No. PL2013-113 – Bylaw 500.395 – 4320 Garrod Road, Electoral Area ‘H’** (Electoral Area Directors, except EA ‘B’ – One Vote).
- 55-58 **Consulting Engineering for Operational Projects for Wastewater Services – Two-Year Standing Offer** (All Directors – Weighted Vote).
- 59-73 **Parksville Works Yard / Englishman River Water Service (ERWS) Lands – Co-Owners Agreement** (Recommendation 1: All Directors – One Vote; Recommendation 2: All Directors – Weighted Vote).
- 74-75 **Village Way Design Budget Increase – Electoral Area ‘B’ Community Works Funds** (All Directors - One Vote).
- 76-98 **Sub Licence of MoTI Road Use Permit – Extension & District Recreation Commission Playground** (All Directors – Weighted Vote).
- 99-102 **Greater Nanaimo Pollution Control Centre Treated Effluent Outfall Repair** (Nanaimo, Lantzville, Electoral Area ‘C’ – Weighted Vote).

10. ADDENDUM

11. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

12. NEW BUSINESS

13. IN CAMERA

That pursuant to Section 90 (1) (e) of the Community Charter the Board proceed to an In Camera Meeting for discussions related to land acquisition.

14. ADJOURNMENT

Re: Annual presentation to RDN

From: ERIN POLLOCK

Sent: Wednesday, July 29, 2015 11:21 AM

Subject: Presentation

Nanaimo RCMP Victim Services receives annual funding from the RDN, a condition of this funding is we must give an annual presentation to RDN council. I am emailing to see if there is a date in August we may be able to do this brief presentation.

Thanks,

Erin

Erin POLLOCK

Assistant Program Manager Victim Services

Nanaimo RCMP/ Government of Canada

erin.pollock@rcmp-grc.gc.ca

Ph: 250-755-3146 Fax: 250-755-3140

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE REGULAR BOARD MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, JULY 28, 2015 AT 7:00 PM IN THE
RDN BOARD CHAMBERS**

In Attendance:

Director J. Stanhope	Chairperson
Director C. Haime	Deputy Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Alternate	
Director C. Pinker	Electoral Area C
Director B. Rogers	Electoral Area E
Director J. Fell	Electoral Area F
Director B. Veenhof	Electoral Area H
Director B. McKay	City of Nanaimo
Alternate	
Director G. Fuller	City of Nanaimo
Director J. Hong	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director W. Pratt	City of Nanaimo
Director I. Thorpe	City of Nanaimo
Alternate	
Director S. Powell	City of Parksville
Director T. Westbroek	Town of Qualicum Beach

Regrets:

Director M. Young	Electoral Area C
Director B. Bestwick	City of Nanaimo
Director B. Yoachim	City of Nanaimo
Director M. Lefebvre	City of Parksville

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
J. Harrison	Director of Corporate Services
W. Idema	Director of Finance
R. Alexander	Gen. Mgr. Regional & Community Utilities
G. Garbutt	Gen. Mgr. Strategic & Community Development
T. Osborne	Gen. Mgr. Recreation & Parks
D. Trudeau	Gen. Mgr. Transportation & Solid Waste
J. Hill	Mgr. Administrative Services
C. Golding	Recording Secretary

CALL TO ORDER

The Chairperson called the meeting to order and respectfully recognized the Coast Salish Nations on whose traditional territory the meeting took place.

The Chairperson welcomed Alternate Directors Pinker, Fuller and Powell to the meeting.

BOARD MINUTES

Minutes of the Regular Board meeting held Tuesday, June 23, 2015.

- 15-530 MOVED Director Veenhof SECONDED Director Houle, that the minutes of the Regular Board meeting held Tuesday, June 23, 2015, be adopted.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Danyta Welch, UBCM, re 2015/16 (Spring) Regional Community to Community Forum – Approval in Principle – Snuneymuxw First Nation.

- 15-531 MOVED Director Westbroek, SECONDED Director Veenhof, that the correspondence received from Danyta Welch, Union of BC Municipalities, regarding the 2015/16 (Spring) Regional Community to Community Forum – Approval in Principle – Snuneymuxw First Nation be received.

CARRIED

Danyta Welch, UBCM, re 2015/16 (Spring) Regional Community to Community Forum – Approval in Principle – Snaw-Naw-As First Nation.

- 15-532 MOVED Director Westbroek, SECONDED Director Veenhof, that the correspondence received from Danyta Welch, Union of BC Municipalities, regarding the 2015/16 (Spring) Regional Community to Community Forum – Approval in Principle – Snaw-Naw-As First Nation be received.

CARRIED

Janet Thony, Coombs Farmers' Institute, re Farmers Feed Families Project.

- 15-533 MOVED Director Westbroek, SECONDED Director Veenhof, that the correspondence received from Janet Thony, Coombs Farmers' Institute, regarding the Farmers Feed Families project be received.

CARRIED

Ben T. Williams, Island Health, re Change in Closure Time for Urgent Care at the Oceanside Health Centre.

- 15-534 MOVED Director Westbroek, SECONDED Director Veenhof, that the correspondence received from Ben T. Williams, Island Health, regarding a change in closure time for the urgent care at the Oceanside Health Centre be received.

CARRIED

Hilde Schlosar, Central Vancouver Island Multicultural Society, re Local Immigration Partnership.

- 15-535 MOVED Director Westbroek, SECONDED Director Veenhof, that the correspondence received from Hilde Schlosar, Central Vancouver Island Multicultural Society, regarding a local Immigration Partnership be received.

CARRIED

STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES & RECOMMENDATIONS

ELECTORAL AREA PLANNING COMMITTEE

Minutes of the Electoral Area Planning Committee meeting held, Tuesday, July 14, 2015.

- 15-536 MOVED Director Veenhof, SECONDED Director McPherson, that the minutes of the Electoral Area Planning Committee meeting held Tuesday, July 14, 2015, be received for information. CARRIED

DEVELOPMENT PERMIT

Development Permit Application No. PL2015-070 – 5481 Deep Bay Drive, Electoral Area ‘H’.

- 15-537 MOVED Director Veenhof, SECONDED Director Fell, that Development Permit Application No. PL2015-070 to permit the construction of an addition to a dwelling unit within the Hazard Lands Development Permit Area be approved subject to the conditions outlined in Attachments 2 to 4. CARRIED

DEVELOPMENT PERMIT WITH VARIANCE

Development Permit with Variance Application No. PL2015-078 – 3718 Jingle Pot Road, Electoral Area ‘C’.

- 15-538 MOVED Director Pinker, SECONDED Director McPherson, that Development Permit with Variance Application No. PL2015-078 to permit the construction of an addition to a dwelling unit and garage, construction of a driveway, construction of a landscape berm and construction of a concrete patio be approved subject to the conditions outlined in Attachments 2 to 4. CARRIED

Development Permit with Variance and Frontage Relaxation Application No. PL2015-032 – 1497 Mason Trail, Electoral Area ‘G’.

- 15-539 MOVED Director Veenhof, SECONDED Director Rogers, that Development Permit with Variance Application No. PL2015-032 to increase the permitted parcel depth of both proposed lots and to reduce the side yard setback for an existing deck be approved subject to the conditions outlined in Attachments 2 and 3. CARRIED

- 15-540 MOVED Director Veenhof, SECONDED Director Rogers, that the request to relax the minimum 10% frontage requirement for both proposed lots be approved. CARRIED

Development Permit with Variance Application No. PL2015-071 – 1318 Lanyon Drive, Electoral Area ‘G’.

- 15-541 MOVED Director Veenhof, SECONDED Director Rogers, that Development Permit with Variance Application No. PL2015-071 to permit the construction of an accessory building be approved subject to the conditions outlined in Attachments 2 and 3. CARRIED

Development Permit with Variance Application No. PL2015-079 – Electoral Area ‘G’.

15-542 MOVED Director Veenhof, SECONDED Director Fell, that Development Permit with Variance Application No. PL2015-079 to permit the construction of a dwelling unit be approved subject to the conditions outlined in Attachments 2 to 4.

CARRIED

Development Permit with Variance Application No. PL2015-090 – 2930 Trans-Canada Highway, Electoral Area ‘A’.

15-543 MOVED Director McPherson, SECONDED Director Pinker, that Development Permit with Variance Application No. PL2015-090 to permit the phased development of the subject property be approved subject to the conditions outlined in Attachments 2 to 5.

CARRIED

OTHER

Zoning Amendment Application No. PL2013-113 – 4320 Garrod Road, Electoral Area ‘H’ – Amendment Bylaw 500.395 – 1st and 2nd reading.

15-544 MOVED Director Veenhof, SECONDED Director Fell, that the Summary of the Public Information Meeting held on September 3, 2014, be received.

CARRIED

15-545 MOVED Director Veenhof, SECONDED Director Fell, that the Summary of the Public Information Meeting held on June 2, 2015, be received.

CARRIED

15-546 MOVED Director Veenhof, SECONDED Director Fell, that the conditions set out in Attachment 2 of the staff report be completed prior to Amendment Bylaw No. 500.395 being considered for adoption.

CARRIED

15-547 MOVED Director Veenhof, SECONDED Director Fell, that "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015" be introduced and read two times.

CARRIED

15-548 MOVED Director Veenhof, SECONDED Director Fell, that the Public Hearing on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015" be chaired by Director Veenhof or his alternate.

CARRIED

Request for Relaxation of the Minimum 10% Perimeter Frontage Requirement in Relation to Subdivision Application No. PL2014-116 – 242, 246, and 250 Hilliers Road North, Electoral Area ‘G’.

15-549 MOVED Director Veenhof, SECONDED Director Fell, that the request to relax the minimum 10% perimeter frontage requirement for Lot B be approved.

CARRIED

COMMITTEE OF THE WHOLE STANDING COMMITTEE

Minutes of the Committee of the Whole meeting held Tuesday, July 14, 2015.

15-550 MOVED Director Thorpe, SECONDED Director Westbroek, that the minutes of the Committee of the Whole meeting held Tuesday, July 14, 2015, be received for information.

CARRIED

COMMUNICATIONS/CORRESPONDENCE

Robert Meyer, re Funding Request for Playground at Rollo/McClay Park.

- 15-551 MOVED Director Houle, SECONDED Director Westbroek, that the correspondence received from Robert Meyer regarding a funding request for a playground at Rollo/McClay Park be received.
- CARRIED

Sav Dhaliwal, UBCM, re 2015 Resolutions.

- 15-552 MOVED Director Houle, SECONDED Director Westbroek, that the correspondence received from Sav Dhaliwal, Union of BC Municipalities, regarding 2015 Resolutions be received.
- CARRIED

Neil & Lillian Varcoe, re Stone Quarry on Valdes Island.

- 15-553 MOVED Director Houle, SECONDED Director Westbroek, that the correspondence received from Neil & Lillian Varcoe regarding the stone quarry on Valdes Island be received.
- CARRIED

Bruce Jolliffe, Chair, Comox Valley Regional District, re Support – British Columbia Conservation Tax Incentive Program Proposal.

- 15-554 MOVED Director Houle, SECONDED Director Westbroek, that the correspondence received from Bruce Jolliffe, Chair, Comox Valley Regional District, regarding support for the British Columbia Conservation Tax Incentive Program proposal be received.
- CARRIED

STRATEGIC AND COMMUNITY DEVELOPMENT

Oceanside Health and Wellness Network Coordinator Contract.

- 15-555 MOVED Director Westbroek, SECONDED Director Thorpe, that staff proceed with hiring a contract coordinator for the Oceanside Health and Wellness Network using funds provided by Island Health.
- CARRIED

Amendment to Regional Growth Strategy Bylaw No. 1615.

- 15-556 MOVED Director Westbroek, SECONDED Director Veenhof, that the following recommendations be referred back to staff, and that the items be included for discussion at a Director's Seminar, or within a strategic planning session:

That a review of the Regional Growth Strategy be initiated that considers the criteria for a minor amendment.

That the consultation plan provided as Attachment 4 to the staff report be adopted.

CARRIED

REGIONAL AND COMMUNITY UTILITIES

To appoint the Deputy Sewage Control Manager.

- 15-557 MOVED Director Rogers, SECONDED Director Haime, that the Board appoint the "Acting Manager of Wastewater Services" as the "Deputy Sewage Control Manager".
- CARRIED

Subject Matter Expert for Secondary Treatment Design at the Greater Nanaimo Pollution Control Centre.

- 15-558 MOVED Director Rogers, SECONDED Director Houle, that the Board approve extending the Subject Matter Expert contract for Secondary Treatment Design at the Greater Nanaimo Pollution Control Center (GNPCC) to BRC Consulting.

CARRIED

Regional District of Nanaimo Bylaw Enforcement Ticket Regulation Bylaw No. 1418.

- 15-559 MOVED Director McKay, SECONDED Director Rogers, that "Regional District of Nanaimo Bylaw Enforcement Ticket Regulation Amendment Bylaw No. 1418.03, 2015" be introduced and read three times.

CARRIED

- 15-560 MOVED Director McKay, SECONDED Director Rogers, that "Regional District of Nanaimo Bylaw Enforcement Ticket Regulation Amendment Bylaw No. 1418.03, 2015" be adopted.

CARRIED

TRANSPORTATION AND SOLID WASTE

Regional Landfill Security Services Contract Award.

- 15-561 MOVED Director McKay, SECONDED Director Pratt, that the Board award the contract for security services at the Regional Landfill to Securiguard for a period of three years commencing August 1, 2015 at a total cost of \$275,777.20.

CARRIED

ADVISORY AND SELECT COMMITTEE, AND COMMISSION

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

Minutes of the Electoral Area 'H' Parks and Open Space Advisory Committee meeting held Wednesday, May 20, 2015.

- 15-562 MOVED Director Veenhof, SECONDED Director Thorpe, that the minutes of the Electoral Area 'H' Parks and Open Space Advisory Committee meeting held Wednesday, May 20, 2015, be received for information.

CARRIED

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

Minutes of the Electoral Area 'E' Parks and Open Space Advisory Committee meeting held Wednesday, May 27, 2015.

- 15-563 MOVED Director Rogers, SECONDED Director Pratt, that the minutes of the Electoral Area 'E' Parks and Open Space Advisory Committee meeting held Wednesday, May 27, 2015, be received for information.

CARRIED

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

Minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held Monday, June 2, 2015.

- 15-564 MOVED Director Houle, SECONDED Director Powell, that the minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held Monday, June 2, 2015, be received for information.

CARRIED

Cox Community Park Signage.

- 15-565 MOVED Director Houle, SECONDED Director Powell, that the Regional District of Nanaimo proceed with the Cox Community Park internal directional signage proposed by Gabriola Land and Trails Trust funded through the 2015 Electoral Area 'B' Community Park budget for Cox Community Park and to allocate funding in the 2016 Budget for the 'Welcome' sign and two benches for the park.

CARRIED

Davidson Bay Parking Lot Upgrade.

- 15-566 MOVED Director Houle, SECONDED Director Powell, that the Regional District of Nanaimo not proceed with the Davidson Bay Parking Lot upgrade project.

CARRIED

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

Minutes of the Electoral Area 'A' Parks, Recreation, and Culture Commission meeting held Wednesday, June 17, 2015.

- 15-567 MOVED Director McPherson, SECONDED Director Haime, that the minutes of the Electoral Area 'A' Parks, Recreation, and Culture Commission meeting held Wednesday, June 17, 2015, be received for information.

CARRIED

Cedar Plaza Kiosk Update.

- 15-568 MOVED Director McPherson, SECONDED Director Haime, that staff proceed with the tipple/headframe concept and design for the Cedar Plaza Kiosk project.

CARRIED

Water Access Priority Development Sites Update.

- 15-569 MOVED Director McPherson, SECONDED Director Haime, that staff be directed to commence in 2015 the concept, design and permitting of the A-20 beach access in Electoral Area 'A' and allocate the project's costs in the 2016 budget.

CARRIED

- 15-570 MOVED Director McPherson, SECONDED Director Haime, that the property boundaries at A-18 beach access at Headland Road be verified.

CARRIED

Lease and Site Licence Agreement with Cedar School & Community Enhancement Society.

- 15-571 MOVED Director McPherson, SECONDED Director Haime, that staff be directed to approach the Cedar School and Community Enhancement Society and extend the current Lease and Site Licence Agreement between the Regional District of Nanaimo and the Cedar School and Community Enhancement Society which is due to expire December 31, 2015, for a one-year term to December 31, 2016.

CARRIED

Arts and Culture Review.

- 15-572 MOVED Director McPherson, SECONDED Director Haime, that staff be directed to investigate and report on what synergies could be brought together between Recreation and Arts in Electoral Area 'A'.

CARRIED

District 69 Recreation Commission.

Minutes of the District 69 Recreation Commission meeting held Thursday, June 18, 2015.

- 15-573 MOVED Director Veenhof, SECONDED Director Powell, that the minutes of the District 69 Recreation Commission meeting held Thursday, June 18, 2015, be received for information.

CARRIED

Hockey Canada VITSC Bid 2016 U18 Women's Hockey Championship Report – June 2015.

- 15-574 MOVED Director Veenhof, SECONDED Director Westbroek, that the Regional District of Nanaimo no longer pursue hosting the 2016 National Women's U18 Ice Hockey Championships.

CARRIED

Agricultural Advisory Committee.

Minutes of the Agricultural Advisory Committee meeting held Friday, July 3, 2015.

- 15-575 MOVED Director Houle, SECONDED Director Fell, that the minutes of the Agricultural Advisory Committee meeting held Friday, July 3, 2015, be received for information.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Funding Request for Playground at Rollo/McClay Park.

- 15-576 MOVED Director Pratt, SECONDED Director Thorpe, that staff be directed to enter into an agreement with the Gabriola Softball Association for matched funding of \$12,000 from the Area 'B' Community Works fund for the purchase and installation of playground equipment totaling \$24,000 at Rollo McClay Community Park.

CARRIED

SCHEDULED STANDING, ADVISORY, AND SELECT COMMITTEES

Fire Services Advisory Committee.

Minutes of the Fire Services Advisory Committee meeting held Thursday, May 14, 2015.

- 15-577 MOVED Director Rogers, SECONDED Director McPherson, that the minutes of the Fire Services Advisory Committee meeting held Thursday, May 14, 2015, be received for information.

CARRIED

Liquid Waste Management Plan Monitoring Committee.

Minutes of the Liquid Waste Management Plan Monitoring Committee meeting held Monday, June 1, 2015.

- 15-578 MOVED Director Rogers, SECONDED Director Pratt, that the minutes of the Liquid Waste Management Plan Monitoring Committee meeting held Monday, June 1, 2015, be received for information.

CARRIED

Sustainability Select Committee.

Minutes of the Sustainability Select Committee meeting held Thursday, July 16, 2015.

- 15-579 MOVED Director Pratt, SECONDED Director Powell, that the minutes of the Sustainability Select Committee meeting held Thursday, July 16, 2015, be received for information.

CARRIED

Declarations Respecting Rights to a Healthy Environment.

- 15-580 MOVED Director McPherson, SECONDED Director Pratt, that delegates to the Union of British Columbia Municipalities Convention and Annual General Meeting from the Regional District of Nanaimo Board of Directors consider supporting resolutions regarding the declaration of the right to a healthy environment at the 2015 Convention.

CARRIED

Natural Gas Fireplace Rebate.

- 15-581 MOVED Director Rogers, SECONDED Director Pinker, that the Regional District of Nanaimo not create a new Green Building Incentive Program rebate for natural gas inserts.

CARRIED

Transit Select Committee.

Minutes of the Transit Select Committee meeting held Thursday, July 16, 2015.

- 15-582 MOVED Director Westbroek, SECONDED Director Veenhof, that the minutes of the Transit Select Committee meeting held Thursday, July 16, 2015, be received for information.

CARRIED

Route 15A VIU Connector (Jingle Pot) Service Review.

- 15-583 MOVED Director Westbroek, SECONDED Director Pinker, that the Board direct staff to retain Route 15A VIU Connector (Jingle Pot) in the Conventional transit system.

CARRIED

ADMINISTRATOR'S REPORTS

Ashcroft Road Watermain Replacement – Construction Tender Award.

- 15-584 MOVED Director Rogers, SECONDED Director Haime, that the Board approve the award of the construction of the Ashcroft Road Watermain Replacement project to Copcan Civil Ltd. for the Tender price of \$279,402.00 (excluding GST).

CARRIED

Bylaw No. 1733 – Alberni-Clayoquot Regional District – Permissive Tax Exemption.

- 15-585 MOVED Director Veenhof, SECONDED Director Haime, that "Property Tax Exemption (Alberni-Clayoquot Mt. Arrowsmith Regional Park) Bylaw No. 1733, 2015" be introduced and read three times.

CARRIED

- 15-586 MOVED Director Veenhof, SECONDED Director Thorpe, that "Property Tax Exemption (Alberni-Clayoquot Mt. Arrowsmith Regional Park) Bylaw No. 1733, 2015" be adopted.

CARRIED

Whiskey Creek Water Service Security Issuing Bylaw No. 1702.

- 15-587 MOVED Director Fell, SECONDED Director Haime, that "Whiskey Creek Water Service Security Issuing Bylaw No. 1702, 2015" be introduced and read three times.

CARRIED

- 15-588 MOVED Director Fell, SECONDED Director Haime, that "Whiskey Creek Water Service Security Issuing Bylaw No. 1702, 2015" be adopted.

CARRIED

District 69 Search and Rescue Service Establishment.

15-589 MOVED Director Fell, SECONDED Director Haime, staff be directed to proceed with establishment of a new District 69 Search and Rescue Service through an alternative approval process.

CARRIED

15-590 MOVED Director Fell, SECONDED Director Westbroek, that staff be directed to establish the District 69 Search and Rescue Service on the basis of population with ongoing annual operational funding of \$10,000.

CARRIED

Short and Long Term Investment Policy.

15-591 MOVED Director McPherson, SECONDED Director Fell, that Policy A2.20 for short and long-term investments be approved.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Central Vancouver Island Multicultural Society – Local Immigration Partnership – Letter of Support.

15-592 MOVED Director Westbroek, SECONDED Director Hong, that the Board provide a letter of support in principle to the Central Vancouver Island Multicultural Society indicating interest in participating in a local Immigration Partnership.

CARRIED

IN CAMERA

15-593 MOVED Director Westbroek, SECONDED Director Powell, that pursuant to Sections 90 (1) (a) and (e) of the *Community Charter* the Board proceed to an In Camera Meeting for discussions related to Board appointments and land acquisition.

CARRIED

TIME: 7:38 PM

RISE AND REPORT

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

15-594 MOVED Director Houle, SECONDED Director Powell, that Megan Osmond-Jones be appointed to the Electoral Area 'B' Parks and Open Space Advisory Committee for a term ending December 31, 2015.

CARRIED

ADJOURNMENT

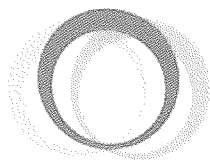
MOVED Director Veenhof, SECONDED Director Powell, that this meeting be adjourned.

CARRIED

TIME: 7:46 PM

CHAIRPERSON

CORPORATE OFFICER



GREEN COMMUNITIES COMMITTEE

Ref: 158952

July 29, 2015

Mr. Joe Stanhope
and Members of the Board
Regional District of Nanaimo
6300 Hammond Bay Rd
Nanaimo, BC V9T 6N2

RDN CAO'S OFFICE	
CAO	GM R&P
GMS&CD	GM T&SW
GM R&CU	DF
AUG 06 2015	
DCS	BOARD
CHAIR	✓ IC. Hildley ✓

Dear Chair Stanhope and Board Members:

On behalf of the joint Provincial-Union of British Columbia Municipalities (UBCM) Green Communities Committee (GCC), we would like to extend our congratulations for your successful efforts to measure and reduce your corporate greenhouse gas emissions for the 2014 reporting year.

As a signatory to the Climate Action Charter (Charter), you have demonstrated your commitment to work with the Province and UBCM to take action on climate change and to reduce greenhouse gas emissions in your community and corporate operations.

The work that your local government has undertaken to measure and reduce its corporate emissions demonstrates strong climate leadership and sets the stage for broader climate action in your community. As British Columbia begins developing a new climate action plan, your leadership and commitment continues to be essential to ensuring the achievement of our collective climate action goals. For more information about BC's Climate Leadership Plan, go to <http://www.newsroom.gov.bc.ca/2015/05/bc-names-climate-leadership-team.html>.

The GCC was established under the Charter to support local governments in achieving their climate goals. In acknowledgement of the efforts of local leaders, the GCC is again recognizing the progress and achievements of local governments such as yours through the multi-level Climate Action Recognition Program. A description of this program is enclosed for your reference.

As a Charter signatory who has completed a corporate carbon inventory for the 2014 reporting year and has demonstrated familiarity with the Community Energy and Emissions Inventory, you have been awarded Level 2 recognition – 'Measurement.'

.../2

Chair Joe Stanhope
and Members of the Board
Page 2

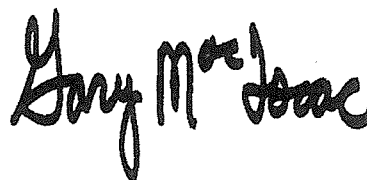
In recognition of your achievements, the GCC is very pleased to provide you with climate action community branding for use on official websites and letter heads. An electronic file with the 2014 logo will be provided to your Chief Administrative Officer. Also enclosed is a 2014 Climate Action Community window decal, for use on public buildings.

Congratulations again on establishing your corporate emissions inventory and your overall progress. We wish you continued success in your ongoing commitment to the goal of corporate carbon neutrality and your efforts to reduce emissions in the broader community.

Sincerely,



Gary Paget
Acting Assistant Deputy Minister
Local Government Division
Ministry of Community, Sport and
Cultural Development



Gary MacIsaac
Executive Director
Union of British Columbia Municipalities

Enclosures



GCC Communiqué on the Climate Action Recognition Program

In acknowledgment of the ongoing efforts of local leaders, the joint Provincial-UBCM Green Communities Committee (GCC) is pleased to be continuing the **Climate Action Recognition Program** for BC local governments for the 2014 reporting year. This is a multi-level program that provides the GCC with an opportunity to review and publicly recognize the progress and achievements of each Climate Action Charter (*Charter*) signatory.

Recognition is provided on an annual basis to local governments who demonstrate progress on their *Charter* commitments, according to the following:

Level 1: Progress on Charter Commitments

All local governments who demonstrate progress on fulfilling one or more of their *Charter* commitments will receive a letter from the GCC acknowledging their accomplishments.

Level 2: Measurement

Local governments who have completed a corporate carbon inventory for the reporting year and demonstrate that they are familiar with the Community Energy and Emissions Inventory (CEEI) will receive a 'Climate Action Community 2014' logo, for use on websites, letter head and similar.

Level 3: Achievement of Carbon Neutrality

Local governments who achieve carbon neutrality in the reporting year will receive a 'Climate Action Community – Carbon Neutral 2014' logo, for use on websites, letter head and similar.

To be eligible for this program, local governments will need to complete a Climate Action Revenue Incentive Program (CARIP)/ Carbon Neutral Progress Survey and submit it online to the Province in accordance with the program guidelines. Determination of the level of recognition that each community will receive will be based on the information included in each community's annual CARIP report. Additional information on CARIP reporting is available online at:

www.cscd.gov.bc.ca/lgd/greencommunities/carip.htm .

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE SPECIAL ELECTORAL AREA PLANNING COMMITTEE MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, JULY 28, 2015 AT 6:30 PM IN THE
RDN BOARD CHAMBERS

In Attendance:

Director B. Veenhof	Chairperson
Director A. McPherson	Electoral Area A
Alternate	
Director C. Pinker	Electoral Area C
Director B. Rogers	Electoral Area E
Director J. Fell	Electoral Area F
Director J. Stanhope	Electoral Area G

Regrets:

Director M. Young	Electoral Area C
-------------------	------------------

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
J. Harrison	Director of Corporate Services
G. Garbutt	Gen. Mgr. Strategic & Community Development
D. Trudeau	Gen. Mgr. Transportation & Solid Waste Services
J. Hill	Mgr. Administrative Services
J. Holm	Mgr. Current Planning
C. Golding	Recording Secretary

CALL TO ORDER

The Chairperson called the meeting to order and respectfully acknowledged the Coast Salish Nations on whose traditional territory the meeting took place.

The Chairperson welcomed Alternate Director Pinker to the meeting.

REPORTS

Development Permit Application No. PL2015-053 – Martindale Road, Electoral Area 'G'.

MOVED Director Stanhope, SECONDED Director McPherson, that Development Permit Application No. PL2015-053 to permit a single family dwelling be approved subject to the conditions outlined in Attachments 2 to 4.

CARRIED

Development Permit Application No. PL2015-069 – 1566 River Crescent, Electoral Area ‘G’.

MOVED Director Stanhope, SECONDED Director Rogers, that Development Permit Application No. PL2015-069 to permit the siting of a dwelling unit be approved subject to the conditions outlined in Attachments 2 to 4.

CARRIED

Development Permit with Variance Application No. PL2015-075 – 3680 Jingle Pot Road, Electoral Area ‘C’.

MOVED Director Pinker, SECONDED Director Stanhope, that staff be directed to complete the required notification.

CARRIED

MOVED Director Pinker, SECONDED Director Stanhope, that Development Permit with Variance Application No. PL2015-075 to permit the construction of an accessory garage be approved subject to the conditions outlined in Attachments 2 and 3.

CARRIED

ADJOURNMENT

MOVED Director Fell, SECONDED Director Pinker, that this meeting be adjourned.

CARRIED

TIME: 6:35 PM

CHAIRPERSON

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE AREA 'F' PARKS AND OPEN SPACE ADVISORY COMMITTEE (POSAC)

REGULAR COMMITTEE MEETING HELD

WEDNESDAY, JUNE 10, 2015

7:00PM

AT THE ARROWSMITH HALL, COOMBS

ATTENDANCE: Julian Fell, director RDN Board, Chair
Alfred Jablonski
Barbara Smith
Reg Nosworthy

REGRETS: Earl Billingsley
Colin Anderson
David Edgeley

STAFF: Wendy Marshall
Elaine McCulloch

CALL TO ORDER

Chair Fell called the meeting to order 7:05 p.m. .

DELEGATION

N. Mongeau – Errington Community Park Playground Proposal

N. Mongeau spoke on behalf of the Errington War Memorial Hall Society. She stated that Errington Community Park needs a Playground for younger children; an Adventure Playground for youths; and a beginner/intermediate small skate park for older children who are just learning skateboard and BMX skills. She understands that this is potentially a very expensive project. She requested further information on what the process is to pursue this idea, how to focus down onto the design and costing, gathering feedback from the Community and generating alternate funding sources.

J. Diewold – Errington Community School Trail Update

Elaine McCulloch presented the update for J. Diewold, who was not present. The interpretive signs have been made and will be installed along the trail by June School year-end.

MINUTES

MOVED R. Nosworthy, SECONDED A. Jablonski that the Minutes of the Electoral Area F Parks and Open Space Advisory Committee (POSAC) dated March 11th, 2015 be approved.

CARRIED

BUSINESS ARISING FROM THE MINUTES

B. Smith advised that she will continue to contact the Nanoose First Nations about the Silver Spur Riding Club's s.57 Application on the Little Mountain Crown Lands. R. Nosworthy questioned the notation that staff provided parks' comments to RDN Planning regarding a rezoning application. E. McCulloch confirmed that the POSAC could comment about subdivision applications, but not rezoning.

COMMUNICATION/CORRESPONDENCE

Chair Fell had received an email from the School District 69 Board that they would be listing for sale three of the lots comprising the old Errington Elementary School.

UNFINISHED BUSINESS

None

REPORTS

Monthly Update of Community Parks and Regional Parks and Trail Projects – Jan-April 2015

Ms. McCulloch referred to the Community Parks and Regional Parks and Trails Projects report for March 31, April 15th, and May 20th, 2015, provided to the committee. E McCulloch advised that the directional signage has been installed at Malcolm Community Park.

Meadowood Community Park Opening (verbal)

A. Jablonski advised that an Architect was designing the upgrade to the Meadowood Community Park portables. There will be a formal park opening on June 22 starting at 3:30 pm. The park is currently open for public use.

Arrowsmith Community Trail (ACT) Update – Price Rd (verbal)

W. Marshall updated that a contractor has been hired to tidy up the (ACT) Price Road Trail.

MOVED A. Jablonski, SECONDED R. Nosworthy to receive the Reports.

CARRIED

BUSINESS ARISING FROM THE DELEGATIONS

MOVED R. Nosworthy, SECONDED A. Jablonski that the RDN staff be directed to provide preliminary guidance to the Errington War Memorial Hall Society on what steps are necessary to plan a Playground at Errington Park.

CARRIED

NEW BUSINESS

Grafton/Cranswick Flooding

Chair Fell reported on the issues centered on the Grafton/Cranswick Flooding. The Ministry of Transportation and Infrastructure has studied the area but has made no decisions regarding what to do about the flooding in the area.

2015 – 2019 Work Plan

E. McCulloch handout a sheet outlining the 5 Year Project Planning Worksheet. Added to the high priority for 2016 will be the Errington Playground planning. No amount assessed as yet. Reference was made to the French Creek School Community Park planning; the property is a recent addition to the park inventory. The 2016 Arrowsmith Community Trail (ACT) planning and construction needed clarifying to refer to the specific number - 3.

2015 Budget Summary

The handout referred to the total revenue in 2015 of \$151,711, which includes a carry forward surplus of \$27,711 from the prior year.

ADJOURNMENT

MOVED B. Smith to adjourn at 9 p.m.

CARRIED

Chairperson

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE EAST WELLINGTON AND PLEASANT VALLEY
PARKS AND OPEN SPACE ADVISORY
REGULAR COMMITTEE MEETING HELD
MONDAY, JUNE 22, 2015
7:00PM**

(EAST WELLINGTON FIRE HALL, 3269 JINGLE POT ROAD)

Attendance: Maureen Young, Director, RDN, Chair
Rick Heikkila
Bruce Erickson
Doug Cawthorne
Judith Wilson

Staff: Wendy Marshall, Manager of Park Service
Elaine McCulloch, Park Planner
Lesya Fesiak, Park Planner

Others: Charles Pinker, Alternate Director, RDN Director

Regrets: Leo Boon

Residents: Bernice Lind
Valerie Jones
Carl Jones

CALL TO ORDER

Chair Young called the meeting to order at 7:09 P.M.

INTRODUCTION

New Area C - East Wellington / Pleasant Valley Park Planner - LESYA FESIAK.

The Committee welcomed Lesya Fesiak the new RDN Parks representative for the East Wellington Pleasant Valley Parks and Open Space Committee. Ms. McCulloch explained the new park portfolios that parks staff have been assigned. The committee thanked Elaine for all her help as Park Planner for last 7-8 years.

MOVED R. Heikkila, SECONDED B. Erickson to receive the late delegation.

CARRIED

MINUTES

MOVED R. Heikkila, SECONDED B. Erickson that the minutes of the East Wellington and Pleasant Valley Parks and Open Space Advisory Committee regular meeting held March 30, 2015 be approved.

CARRIED

BUSINESS ARISING FROM THE MINUTES

Creekside Park – Committee members confirmed that the vehicle parking issue has greatly improved since the addition of new signage by Park staff and the implementation of regular parking monitoring by Footprints Security.

REPORTS

Monthly Update of Community Parks and Regional Parks and Trails Projects – April 2015

Monthly Update of Community Parks and Regional Parks and Trails Projects – May 2015

Ms. McCulloch took questions from the committee regarding the two monthly reports.

Benson Meadow Roadside Path Update

The Committee confirmed that ATV and motor cycle use on the pathway has decreased since the placement of boulders by Park staff.

Creekside Trail

The Committee discussed the presence of an informal pathway along Creekside Place. An absent delegate had suggested to Chair Young for a formal development of the path, however the path would not connect to the existing Meadow Drive roadside trail. No action was discussed.

Anders and Dorrit's Park House Removal Update

The committee discussed house removal and septic tank / septic field demolition.

MOVED R. Heikkila, SECONDED D. Cawthorne that the Reports be received for information.

CARRIED

NEW BUSINESS

Anders and Dorrits' CP-VIU Student Design Concepts

Five design proposals by VIU Horticulture Program students were presented to the committee by Ms. McCulloch. The student designs will be used for reference only when developing a park master plan in the future.

Meadow Dr. CP: Picnic Shelter & Bathroom Discussion

The Committee did a walk through at Meadow Drive Community Park to discuss picnic shelter, toilet and bench design and locations. Ms. Fesiak will meet with Committee member Doug Cawthorne and a timber framer in July or August to review picnic shelter design options. Cost estimates and design options for all three amenities will be provided at the next meeting.

2015 Area C-EW/PV Community Parks Budget Summary

The budget was discussed by Committee Members and Ms. McCulloch who also provided clarification on Regional vs. Community budgets.

Comments from Public

Residents Valerie and Carl Jones noted that POSAC Meeting notices had been posted too late for the June 22, meeting. The meeting had been moved forward one week but notices were not posted earlier so there was a short timeline before the meeting.

ADJOURNMENT

MOVED R. Heikkila, SECONED B. Erickson that the meeting be adjourned at 9:00pm.

CARRIED

Chairperson



RON REPORT	
CAO APPROVAL PH	
EAP	
COW	
AUG 13 2015	
RHD	
BOARD	✓

MEMORANDUM

TO: Wendy Idema
Director of Finance

DATE: August 12, 2015

FROM: Manvir Manhas
Senior Accountant

MEETING: BOARD August 25, 2015

FILE:

SUBJECT: Operating Results for the Period ending June 30, 2015

RECOMMENDATION:

That the summary report of financial results from operations to June 30, 2015 be received for information.

PURPOSE:

To present a summary of the operating results for the period ending June 30, 2015.

BACKGROUND:

The Regional Board reviews quarterly financial progress statements in order to identify both positive and negative budget trends as they occur. This report provides information on the operating results for the period January 1 to June 30, 2015.

The year-to-date statements are prepared primarily on a cash paid/received or invoiced basis. Exceptions are property taxes and debt payments, which are recorded or accrued at 1/12 of the annual amount each month and the prior year surpluses (deficits), which are recorded in full at the beginning of the year.

Assuming an even distribution of revenues and expenses throughout the year, the current financial performance benchmark would be approximately 50% versus budget. Where significant variances have been observed staff have provided comments in the individual sections below.

Attached as appendices to this report are the following:

- Appendix 1 Overall Summary by Division
- Appendix 2 Summary of Total Revenues/Total Expenditures by Department

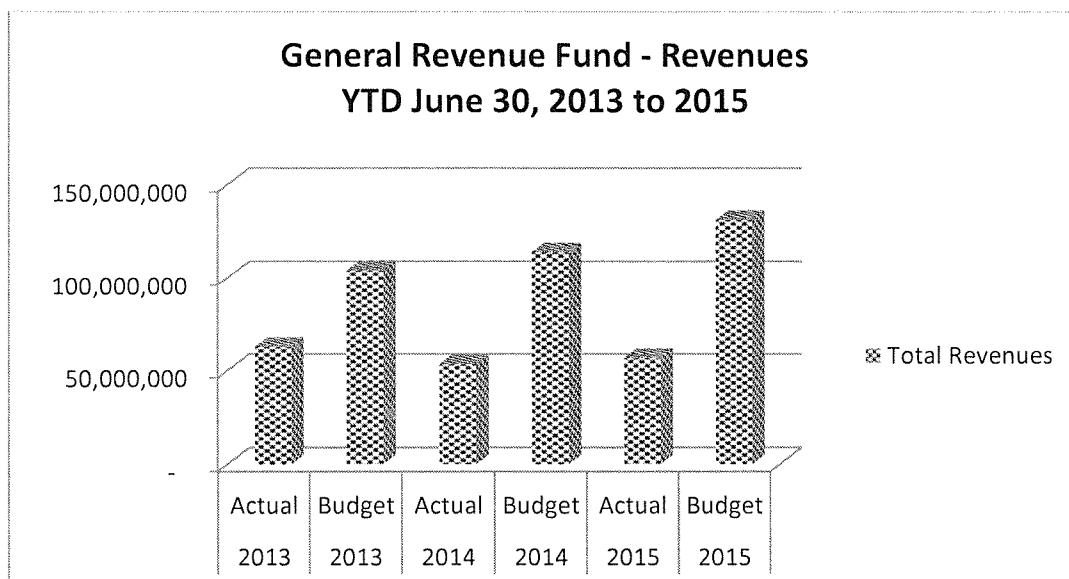
Overall Summary by Division (Appendix 1)

This appendix provides an overview of the year to date results at an organizational level.

Revenues

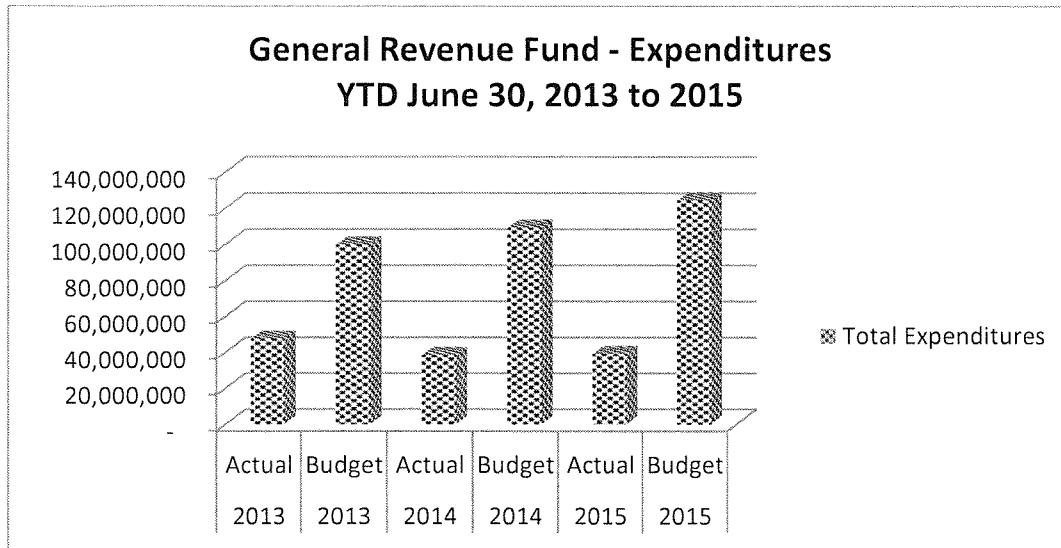
Total revenues are at 43% of budget with property tax revenues at the expected 50%. Grant Revenues are at 29% and Other Revenues at 19% (includes transfers from reserves for capital projects) mainly due to timing of large projects. Capital projects use a drawdown accounting approach where revenues are recorded as project expenses are incurred.

Operating revenues are at 57% of the budget as they reflect the first utility services billings which occur at the end of May but do not include the impact of the summer water billing which will show in October. The charts below show the 3 year trend for revenues and expenses at June 30. The higher trend in 2013 is due to the borrowing and flow through transfer to the Vancouver Island Regional Library (VIRL) which was approved after the budget was completed.



Expenditures

Overall 2015 expenditures are at 31% of budget. Expenditure items noticeably under budget include Community Grants (0%), Professional fees (18%), Program Costs (32%) and Capital Expenditures (5%). Capital Expenditures and Professional fees are directly related to the timing of payments for projects which incur more costs in summer and fall. Similarly Community Grants and Program Costs will be more fully allocated during the summer and fall. Transfers to Reserve (10%) are completed and recorded in August every year with only specific transfers made earlier in the year. Wages & Benefits are at the expected 52%. Further details are provided below under Operating Results by Department.



Summary of Operating Results by Department (Appendix 2)

This appendix lists the total year to date revenues and expenditures for services within each organizational division. This listing illustrates at a glance the overall status of an individual service as at June 30 compared to the overall budget for that service.

Corporate Services

The Corporate Services division of Appendix 2 shows year to date total revenues at 51% and expenditures at 43%. This is due largely to the Fire Protection Service Areas.

Under Fire Services, the French Creek (57% revenue/0% expenditures) and Parksville Local Service (San Pareil) (73% revenue/0% expenditures) have service contracts with Parksville and Qualicum where the contract payments are transferred to their Fire Departments in August after the tax revenues are received from the province. As well, for departments such as Extension (12%), Nanaimo River (5%), Coombs (25%), Nanoose Bay (23%) and Bow Horn Bay (28%), their expenditures will increase when the reserve transfer occurs in August. As well, some fire departments pay out clothing and gas allowances to volunteers at year end which also impacts expenditures.

Wellington Fire Service (2% of expenditures) reflects that the transfer to the City of Nanaimo has not been completed yet and the District 69 E911 Service (98% of expenditures) shows that the transfer to the North Island 911 Corporation has already been made per our agreement with them.

Strategic & Community Development

The Strategic & Community Development division of Appendix 2 shows year to date total revenues at 61% and expenditures at 46%. The service areas showing variances in revenue and expenditures are as follows:

- Economic Development South (50% revenue/100% expenditures) reflects that the transfer of funds to the Nanaimo Economic Development Corporation has occurred.

- Economic Development North (66% revenue/67% expenditures) revenue reflects prior year surplus which is recorded in full at the beginning of the year. On the expense side more grants have been approved and disbursed to date than what the budget would indicate.
- Emergency Planning (46% revenue/32% expenditures) reflects outstanding grant revenues that have been claimed but not received. For expenditures, it reflects the timing of the transfers to reserves as well as transfers to other organizations which will occur in August.
- D68 Search & Rescue (53% revenue/34% expenditures) reflects the timing of the transfer to the Nanaimo Search & Rescue and Nanaimo Marine Search and Rescue groups which occurs in August. D69 Search & Rescue (50% revenue/0% expenditures) reflect the transfer to the Lighthouse Country Marine Rescue Society which will be completed later in the year.

Regional and Community Utilities

The Regional and Community Utilities division of Appendix 2 shows year to date total revenues at 31% and expenditures at 18%. The service areas with variances at June 30 are as follows:

- Liquid Waste Management Plan (44% revenues/18% expenditures) reflects Gas Tax Grant funds not yet received for the Rural Village Sewer Servicing project (\$350,000) as well as unspent program costs associated with this project.
- Southern Community Wastewater (18% revenue/12% expenditures), Northern Community Wastewater (49% revenue/22% expenditures), Duke Point Wastewater (63% revenue/28% expenditures), and Nanoose Wastewater/Fairwinds Sewer (67% revenue/23% expenditures) are a result of the timing of capital projects where revenues will be accrued as the expenses are incurred as well as timing for transfers to reserves.
- Under the Water Supply service areas, several water services show lower than budget expenditures such as Whiskey Creek (13%), French Creek (29%), Decourcey (20%), Englishman River (34%), Melrose Place (30%), Westurne Heights (6%) and Nanoose Peninsula (31%). These also reflect the timing of capital projects and transfers to reserves which occur in summer.
- The Nanoose Bay Bulk Water (29% revenue/13% expenditures) budget includes transfers to the Englishman River Joint Venture capital work funded by DCC's and reserves, which have not been completed.
- Predominant differences in the sewer area arise from Hawthorne Rise Debt (80% revenue/64% expenditures), Englishman River Stormwater (81% revenue/9% expenditures) and Cedar Estates Stormwater (78% revenue/13% expenditures) Surfside (52% revenue/33% expenditures), Fairwinds Sewer/Nanoose wastewater(67% revenue/23% expenditures). These are due mainly to timing differences in recording these revenues and expenses. Reid Road Debt (88% revenue/88% expenditures) is a result of the timing of the sewer main extension capital project where revenues are recorded as the expenses are incurred.
- In general the revenues for water and sewer services reflect the fact that the first utility billing for the year occurs in May. The second billing occurs in September and will include the normally projected higher use summer season. As well, as noted above, the transfers to reserves for these services will occur in August which will impact the expenditures.

Recreation and Parks Services

The Recreation and Parks division of Appendix 2 shows year to date total revenues at 40% and expenditures at 28%. The service areas with variances at June 30 are as follows:

- Regional Parks (20% revenue/10% expenditures) and all of the Community Parks Service areas have projects and reserve transfers where the timing is impacting revenues and expenditures. Area E (41% revenue/28% expenditures) and Area B (51% revenue/36% expenditures) have capital projects underway such as Blueback Park and Huxley Park development funded by reserve transfers. Area C (East Wellington) (49% revenue/32% expenditures) and Area A (48% revenue/35% expense) also have capital work funded by reserve transfers where revenues will be accrued as the expenses are incurred.
- Area A Recreation & Culture (67% revenue/16% expenditures) also reflects unspent capital funds related to renovations at the Cedar Heritage Centre as well as reserve funds transfers to occur in August.
- Southern Community Recreation at 3% for expenditures reflects that the transfers of funds to the recipients for these services are made in August.
- Community Works Fund Projects (14% revenue/14% expenditures) reflects the drawdown approach to these grants where revenues are brought in as expenses are incurred. Projects in this category include Extension Miners Bridge, Gabriola Village Trail, Morden Colliery Bridge Crossing, French Creek Community Trail and Meadowood Community Recreation Centre.

Transportation and Solid Waste Services

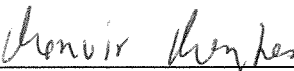
The Transportation and Solid Waste division of Appendix 2 shows year to date total revenues at 52% and expenditures at 40%. The service areas with variances at June 30 are as follows:

- Southern Community Transit (50% revenue/43% expenditures) is largely on track for operating expenses and reflects the timing of the capital projects. The expenditures will catch up as the reserve fund transfers will occur in August.
- Gabriola Island Emergency Wharf (81% revenue/74% expenditures) is due to the timing of capital project where revenues will be accrued as the expenses are incurred.
- Solid Waste Management (47% revenue/32% expenditures) reflects transfer to reserves (to occur in August) as well as lower capital expenditures due to timing of large projects such as the North Berm Phase 3 and new maintenance shop detail design and construction costs at the Cedar landfill.
- Solid Waste Collection and Recycling is at 76% of its revenue budget vs. 41% of expenses because the annual utility billing is largely completed in May each year generating significant revenues at that time. The expenditure side will catch up later in the year as well as billings from haulers tend to lag behind a month or two.

SUMMARY:

The attached appendices reflect the operating activities of the Regional District recorded up to June 30, 2015. Appendix 1 summarizes the overall results across the organization while Appendix 2 breaks down the total year to date revenues and expenditures for functions within each organizational division. To date 43% of budgeted revenues and 31% of budgeted expenditures have been recorded.

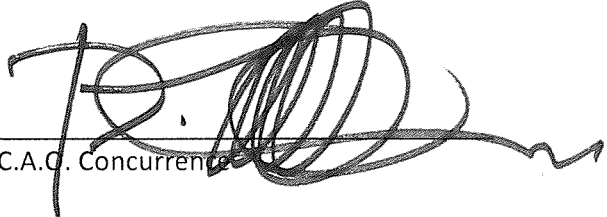
Expenditures for professional fees (18%) and capital projects (5%) are lower overall due to the summer time commencement for many capital projects. Community Grants (0%) are lower because several of the grant transfers will occur later in the year after grant criteria requirements are completed by recipients and after funds are transferred from the province. Program Costs (32%) are low compared to budget mainly due to the fact that many program costs occur in the summer and various rebate programs are just underway. Across all services, wages and benefits are in line with expectations at 52% of the budget.



Report Writer



Atty Director of Finance Concurrence



C.A.C. Concurrence



GENERAL REVENUE FUND
As of June 30, 2015

	CORPORATE			SERVICES			DEVELOPMENT			SERVICES			REGIONAL & COMM UTILITIES		
	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var
REVENUES															
TAX REQUISITION	3,970,135	7,940,266	50%	1,314,291	2,628,583	50%	7,322,071	14,644,132	50%	398,652	863,957	46%	13,773,615	44,929,709	31%
GRANTS	221,103	154,090	143%	6,512	10,585	62%	139,680	693,327	20%	0	0	0%	0	0	0%
OPERATING REVENUE	12,258	18,048	68%	653,674	1,139,830	57%	1,211,395	1,837,967	66%	0	0	0%	156,090	1,212,761	13%
OTHER REVENUE	5,193,431	11,928,315	44%	152,663	430,591	35%	1,709,512	24,363,326	7%	594,768	1,356,626	44%	594,768	1,356,626	44%
PRIOR YEARS SURPLUS (DEFICIT)	1,531,165	1,531,165	100%	1,187,212	1,187,212	100%	3,390,957	3,390,957	100%	402,957	1,054,232	38%	402,957	1,054,232	38%
TOTAL REVENUES	10,928,092	21,571,884	51%	3,314,352	5,396,801	61%	13,773,615	44,929,709	31%	1,443,762	4,101,217	35%	1,443,762	4,101,217	35%
EXPENSES															
OFFICE OPERATING	78,162	219,128	36%	202,391	430,299	47%	398,652	863,957	46%	295,972	724,573	41%	2,244,776	4,413,742	51%
COMMUNITY GRANTS	301	522,602	0%	0	0	0%	0	0	0%	1,255,731	2,539,178	49%	2,244,776	4,413,742	51%
LEGISLATIVE	266,583	483,832	55%	0	0	0%	0	0	0%	61,952	170,285	36%	29,312	179,350	16%
PROFESSIONAL FEES	50,499	313,036	16%	31,964	214,035	15%	156,090	1,212,761	13%	7,163	79,500	9%	1,348,468	24,833,159	5%
BUILDING - OPER & MAINT	297,787	478,450	62%	35,414	71,213	50%	594,768	1,356,626	44%	57,487	90,922	63%	402,957	1,054,232	38%
VEH & EQUIP - OPER & MAINT	184,160	346,705	53%	57,487	90,922	63%	402,957	1,054,232	38%	295,972	724,573	41%	1,443,762	4,101,217	35%
OTHER OPERATING COSTS	377,359	1,203,230	31%	295,972	724,573	41%	2,244,776	4,413,742	51%	1,255,731	2,539,178	49%	2,244,776	4,413,742	51%
WAGES & BENEFITS	2,050,190	3,784,814	54%	1,255,731	2,539,178	49%	2,244,776	4,413,742	51%	61,952	170,285	36%	29,312	179,350	16%
PROGRAM COSTS	0	1,000	0%	61,952	170,285	36%	29,312	179,350	16%	7,163	79,500	9%	1,348,468	24,833,159	5%
CAPITAL EXPENDITURES	142,625	1,518,850	9%	7,163	79,500	9%	1,348,468	24,833,159	5%	0	0	0%	151,671	327,780	46%
DEBT - FINANCING - INTEREST	1,781,573	3,668,793	49%	0	0	0%	151,671	327,780	46%	0	0	0%	183,599	310,809	59%
DEBT - FINANCING - PRINCIPAL	1,147,029	2,982,334	38%	0	0	0%	183,599	310,809	59%	0	0	0%	0	0	0%
CONTINGENCY	0	0	0%	0	0	0%	0	0	0%	7,285	137,458	5%	671,310	3,968,286	17%
TRSF TO RESERVE FUND	3,946	722,064	1%	7,285	137,458	5%	671,310	3,968,286	17%	164,000	200,300	82%	0	0	0%
TRSF TO OTHER GOV'T/AGENCIE	2,518,900	4,494,953	56%	164,000	200,300	82%	0	0	0%	2,119,359	4,657,763	46%	7,625,365	42,621,919	18%
TOTAL EXPENDITURES	8,899,114	20,739,791	43%	2,119,359	4,657,763	46%	7,625,365	42,621,919	18%	1,194,993	739,038	61%	6,148,250	2,307,790	26%
OPERATING SURPLUS (DEFICIT)	2,028,978	832,093	26%	1,194,993	739,038	61%	6,148,250	2,307,790	26%						

Run Date: 7/28/15 11:27 AM

Version: Actuals

1-Divisional Summary of Operating Results



GENERAL REVENUE FUND
As of June 30, 2015

	RECREATION & PARKS SERVICES			TRANSPORTATION & SOLID WASTE			TOTAL REVENUE			FUND		
	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var	Actual 2015	Budget 2015	% Var
REVENUES												
TAX REQUISITION	5,108,292	10,216,582	50%	4,801,551	9,603,102	50%	22,516,340	45,032,665	50%			
GRANTS	100,922	3,992,884	3%	2,851,025	6,438,850	44%	3,319,242	11,289,736	29%			
OPERATING REVENUE	932,529	1,555,516	60%	8,994,876	16,214,213	55%	11,804,732	20,765,574	57%			
OTHER REVENUE	28,368	1,553,941	2%	880,193	4,684,017	19%	7,964,167	42,960,190	19%			
PRIOR YEARS SURPLUS (DEFICIT)	1,299,104	1,299,104	100%	3,872,509	3,872,509	100%	11,280,947	11,280,947	100%			
TOTAL REVENUES	7,469,215	18,618,027	40%	21,400,154	40,812,691	52%	56,885,428	131,329,112	43%			
EXPENSES												
OFFICE OPERATING	268,799	567,109	47%	1,034,250	2,111,524	49%	1,982,254	4,192,017	47%			
COMMUNITY GRANTS	0	0	0%	0	0	0%	301	522,602	0%			
LEGISLATIVE	0	1,600	0%	0	0	0%	266,583	485,432	55%			
PROFESSIONAL FEES	80,100	249,509	32%	113,190	443,500	26%	431,843	2,432,841	18%			
BUILDING - OPER & MAINT	361,054	826,388	44%	251,159	535,090	47%	1,540,182	3,267,767	47%			
VEH & EQUIP - OPER & MAINT	72,259	234,939	31%	2,359,084	6,138,087	38%	3,075,947	7,864,885	39%			
OTHER OPERATING COSTS	335,776	998,034	34%	3,963,867	9,275,525	43%	6,416,736	16,302,579	39%			
WAGES & BENEFITS	2,293,560	4,465,947	51%	7,433,031	14,199,037	52%	15,277,288	29,402,718	52%			
PROGRAM COSTS	187,163	519,729	36%	0	0	0%	278,427	870,364	32%			
CAPITAL EXPENDITURES	138,685	5,779,514	2%	57,547	3,793,750	2%	1,694,488	36,004,773	5%			
DEBT - FINANCING - INTEREST	352,058	704,116	50%	0	0	0%	2,285,302	4,700,689	49%			
DEBT - FINANCING - PRINCIPAL	886,673	1,128,242	79%	0	0	0%	2,217,301	4,421,385	50%			
CONTINGENCY	8,698	15,000	58%	0	0	0%	8,698	15,000	58%			
TRSF TO RESERVE FUND	18,000	935,858	2%	0	1,415,993	0%	700,541	7,179,659	10%			
TRSF TO OTHER GOV'T/AGENCIES	144,166	1,761,572	8%	64,978	75,000	87%	2,892,044	6,531,825	44%			
TOTAL EXPENDITURES	5,146,991	18,187,557	28%	15,277,106	37,987,506	40%	39,067,935	124,194,536	31%			
OPERATING SURPLUS (DEFICIT)	2,322,224	430,470		6,123,048	2,825,185		17,817,493	7,134,576				



SUMMARY OF OPERATING RESULTS
For period ending June 30, 2015

	Revenues		Revenues		Variance		Expenditures		Expenditures		Variance		Surplus	
	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget
CORPORATE SERVICES														
Administration	4,142,290	7,085,395	58%		2,845,749	6,576,529	43%		1,296,541	508,866				
Electoral Area Administration	493,433	741,344	67%		342,570	667,806	51%		150,863	73,538				
Public Safety														
D68 E911	76,861	145,559	53%		58,266	135,805	43%		18,595	9,754				
D69 E911	357,808	651,665	55%		590,077	600,954	98%		(232,269)	50,711				
Community Justice	62,709	125,300	50%		0	125,300	0%		62,709	0				
Fire Protection														
Fire - Meadowood	69,679	139,357	50%		69,679	139,357	50%		0	0				
Fire - Nanaimo River	8,902	17,795	50%		808	17,795	5%		8,094	0				
Fire - Coombs Hilliers	190,390	834,083	23%		207,490	834,083	25%		(17,100)	0				
Fire - Errington	221,921	419,605	53%		230,500	419,605	55%		(8,579)	0				
Fire - French Creek	281,709	494,267	57%		290	430,169	0%		281,419	64,098				
Fire - Nanoose Bay	444,335	788,733	56%		173,237	750,750	23%		271,098	37,983				
Fire - Wellington	40,274	72,404	56%		1,353	68,055	2%		38,921	4,349				
Fire - Cassidy Waterloo	92,808	180,940	51%		74,716	180,940	41%		18,092	0				
Fire - Dashwood	299,690	519,945	58%		353,568	519,945	68%		(53,878)	0				
Fire - Extension	126,357	200,871	63%		23,593	200,871	12%		102,764	0				
Fire - Parksville Local	125,693	172,779	73%		375	89,983	0%		125,318	82,796				
Fire - Bow Horn Bay	165,491	729,695	23%		207,598	729,695	28%		(42,107)	0				
Regional Library	1,260,294	2,869,974	44%		1,260,295	2,869,975	44%		(1)	(1)				
Feasibility Studies	9,726	30,976	31%		1,231	30,976	4%		8,495	0				
Municipal Debt Transfers	2,446,969	5,329,697	46%		2,446,969	5,329,697	46%		0	0				
House Numbering	10,750	21,500	50%		10,750	21,500	50%		0	0				
TOTAL	10,928,089	21,571,884	51%		8,899,114	20,739,790	43%		2,028,975	832,094				
STRATEGIC & COMMUNITY DEVELOPMENT														
EA Community Planning	1,199,216	1,931,593	62%		780,210	1,742,145	45%		419,006	189,448				
Economic Development South	82,000	164,000	50%		164,000	164,000	100%		(82,000)	0				
Economic Development North	47,561	72,561	66%		48,079	72,185	67%		(518)	376				
Regional Growth Strategy	453,749	724,215	63%		203,625	591,360	34%		250,124	132,855				
Emergency Planning	163,204	352,791	46%		112,365	345,942	32%		50,839	6,849				
D68 Search & Rescue	23,290	43,723	53%		14,000	41,300	34%		9,290	2,423				
D69 Search & Rescue	2,500	5,000	50%		0	5,000	0%		2,500	0				

SUMMARY OF OPERATING RESULTS
For period ending June 30, 2015

	Revenues		Revenues		Variance		Expenditures		Expenditures		Variance		Surplus	
	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget
Building Inspection	1,047,258	1,514,278	69%		553,174	1,132,220	49%		494,084	382,058				
Bylaw Enforcement														
Bylaw Enforcement	140,122	261,003	54%		140,122	261,003	54%		0	0				
Animal Control EA A,B,C,LANITZ	40,058	73,138	55%		31,196	68,905	45%		8,862	4,233				
Animal Control E,G & H	51,780	95,650	54%		38,227	92,516	41%		13,553	3,134				
Animal Control EA F	23,670	32,968	72%		7,587	24,397	31%		16,083	8,571				
Unightly Premises	5,431	59,061	9%		4,001	58,087	7%		1,430	974				
Hazardous Properties	6,633	20,415	32%		3,745	20,052	19%		2,888	363				
Noise Control	27,879	46,405	60%		19,026	38,648	49%		8,853	7,757				
TOTAL	3,314,351	5,396,801	61%		2,119,357	4,657,760	46%		1,194,994	739,041				
REGIONAL & COMMUNITY UTILITIES														
RCU - Administration	200,392	364,283	55%		200,392	364,283	55%		0	0				
Wastewater Management														
Liquid Waste Management Planning	333,147	764,922	44%		109,531	622,902	18%		223,616	142,020				
Wastewater Southern Community	4,897,275	26,835,615	18%		3,226,143	26,079,200	12%		1,671,132	756,415				
Wastewater Northern Community	3,517,718	7,134,775	49%		1,443,070	6,467,908	22%		2,074,648	666,867				
Wastewater Duke Point	286,317	454,053	63%		103,911	367,114	28%		182,406	86,939				
Water Supply														
Water - Surfside	29,634	43,892	68%		9,145	39,022	23%		20,489	4,870				
Water - French Creek	96,333	196,269	49%		54,756	188,231	29%		41,577	8,038				
Water - Whiskey Creek	55,692	277,317	20%		34,993	276,168	13%		20,699	1,149				
Water - Decourcy	11,209	15,762	71%		2,439	12,269	20%		8,770	3,493				
Water - San Pareil	119,442	229,343	52%		95,755	226,345	42%		23,687	2,998				
Water - Driftwood	2,730	5,458	50%		2,729	5,458	50%		1	0				
Water - Englishman River	98,642	153,492	64%		42,202	125,962	34%		56,440	27,530				
Water - Melrose Place	24,703	37,461	66%		9,291	30,629	30%		15,412	6,832				
Water - Nanoose Peninsula	1,147,984	2,635,819	44%		756,921	2,461,863	31%		391,063	173,956				
Water - Bulk Water Nanoose Bay	573,635	1,997,898	29%		236,258	1,878,857	13%		337,377	119,041				
Water - Bulk Water French Creek	18,931	94,639	20%		20,855	84,926	25%		(1,924)	9,713				
Water - San Pareil Fire	21,055	74,211	28%		37,106	74,212	50%		(16,051)	(1)				
Water - Westurne Heights	5,336	125,865	4%		7,526	125,865	6%		(2,190)	0				
Drinking Water/Watershed Protection	421,138	660,922	64%		177,767	588,048	30%		243,371	72,874				
Streetlighting	64,303	115,421	56%		35,861	100,703	36%		28,442	14,718				

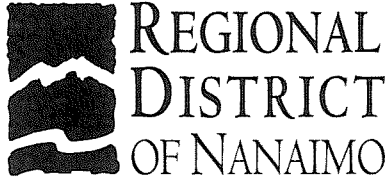


SUMMARY OF OPERATING RESULTS
For period ending June 30, 2015

	Revenues		Revenues		Variance		Expenditures		Expenditures		Variance		Surplus	
	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget	2015 Actuals	2015 Budget
Sewer Collection														
Sewer - French Creek	641,300	977,974	66%		462,506	974,952	47%		178,794	3,022			178,794	3,022
7551 / 2851 Sewer/Fairwinds / Wastewater Nanoose	677,585	1,013,009	67%		208,193	887,860	23%		469,392	125,149			469,392	125,149
Sewer - Pacific Shores	49,034	80,443	61%		28,714	71,204	40%		20,320	9,239			20,320	9,239
Sewer - Surfside	15,087	28,898	52%		8,437	25,354	33%		6,650	3,544			6,650	3,544
Sewer - Cedar	140,324	190,348	74%		74,249	158,573	47%		66,075	31,775			66,075	31,775
Sewer - Barclay	167,938	237,126	71%		99,140	210,128	47%		68,798	26,998			68,798	26,998
Sewer - Hawthorne Rise Debt	8,058	10,073	80%		6,440	10,073	64%		1,618	0			1,618	0
Englishman River Stormwater	10,293	12,751	81%		674	7,348	9%		9,619	5,403			9,619	5,403
Cedar Estates Stormwater	8,187	10,550	78%		674	5,348	13%		7,513	5,202			7,513	5,202
Pump & Haul	2,000	2,400	83%		1,200	2,400	50%		800	0			800	0
Sewer - Reid Road Debt	79,977	91,101	88%		80,285	91,101	88%		(308)	0			(308)	0
Community Works Fund Projects - Regional & Community Utilit	48,211	57,619	84%		48,211	57,619	84%		0	0			0	0
TOTAL	13,773,610	44,929,709	31%		7,625,374	42,621,925	18%		6,148,236	2,307,784			6,148,236	2,307,784
RECREATION & PARKS SERVICES														
Regional Parks	1,478,625	7,373,928	20%		714,991	7,372,790	10%		763,634	1,138			763,634	1,138
Community Parks														
Community Parks - Area A	95,271	197,432	48%		68,480	194,139	35%		26,791	3,293			26,791	3,293
Community Parks - Area B	154,246	301,357	51%		94,999	262,946	36%		59,247	38,411			59,247	38,411
Community Parks - Area C (Extension)	63,224	93,290	68%		24,116	85,632	28%		39,108	7,658			39,108	7,658
Community Parks - Area C (East Wellington)	64,553	130,615	49%		38,979	122,390	32%		25,574	8,225			25,574	8,225
Community Parks - Area E	80,898	195,258	41%		52,332	186,614	28%		28,566	8,644			28,566	8,644
Community Parks - Area F	92,167	151,711	61%		71,104	151,079	47%		21,063	632			21,063	632
Community Parks - Area G	99,513	174,902	57%		64,489	157,348	41%		35,024	17,554			35,024	17,554
Community Parks - Area H	98,870	173,684	57%		58,094	165,186	35%		40,776	8,498			40,776	8,498
Area A Recreation & Culture	189,249	280,594	67%		33,211	204,299	16%		156,038	76,295			156,038	76,295
Northern Community Recreation	1,042,579	1,745,152	60%		667,683	1,691,765	39%		374,896	53,387			374,896	53,387
Oceanside Place	1,322,788	2,603,090	51%		1,173,500	2,515,515	47%		149,288	87,575			149,288	87,575
Ravensong Aquatic Centre	1,974,086	3,460,474	57%		1,943,377	3,341,346	58%		30,709	119,128			30,709	119,128
Gabriola Island Recreation	57,293	108,207	53%		48,321	108,168	45%		8,972	39			8,972	39
Southern Community Recreation & Culture	593,685	1,188,236	50%		31,142	1,188,236	3%		562,543	0			562,543	0
Community Works Fund Projects - Parks & Recreation Services	62,169	440,097	14%		62,169	440,097	14%		0	0			0	0
TOTAL	7,469,216	18,618,027	40%		5,146,987	18,187,550	28%		2,322,229	430,477			2,322,229	430,477

SUMMARY OF OPERATING RESULTS
For period ending June 30, 2015

	Revenues		Variance	Expenditures		Variance	Surplus	
	2015 Actuals	2015 Budget		2015 Actuals	2015 Budget		2015 Actuals	2015 Budget
TRANSPORTATION & SOLID WASTE SERVICES								
Transit								
Transit Southern Community	11,263,818	22,671,154	50%	9,149,754	21,187,597	43%	2,114,064	1,483,557
Transit Northern Community	1,235,374	2,134,637	58%	869,701	1,831,321	47%	365,673	303,316
Gabriola Island Emergency Wharf	28,177	34,798	81%	25,731	34,798	74%	2,446	0
Community Works Fund Projects - Transit	5,000	0	0%	5,000	0	0%	0	0
Transit - EA H (Capital Levy)	6,250	12,500	50%	6,250	12,500	50%	0	0
Solid Waste								
Solid Waste Management	5,310,284	11,266,866	47%	3,388,510	10,441,787	32%	1,921,774	825,079
Solid Waste Collection & Recycling	3,551,250	4,692,736	76%	1,832,162	4,479,502	41%	1,719,088	213,234
TOTAL	21,400,153	40,812,691	52%	15,277,108	37,987,505	40%	6,123,045	2,825,186
TOTAL ALL SERVICES	56,885,419	131,329,112	43%	39,067,940	124,194,530	31%	17,817,479	7,134,582



RDN REPORT		[Handwritten initials]
CAC APPROVAL		
EAP		
COW		
AUG 11 2015		
RHD		
BOARD	✓	

STAFF REPORT

TO: Geoff Garbutt, General Manager
Strategic & Community Development

DATE: August 14, 2015

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

MEETING: August 25, 2015 Board

FILE: 2320 20 2015

SUBJECT: Appointment of Animal Control Officer – Craig Dishkin

RECOMMENDATION

That Mr. Craig Dishkin of Coastal Animal Services of BC Limited be appointed as a Bylaw Enforcement Officer for the specific purpose of enforcing Regional District of Nanaimo Animal Control and Licensing bylaws.

PURPOSE

To appoint a Bylaw Enforcement Officer employed by Coastal Animal Services for the purpose of enforcing Regional District of Nanaimo Animal Control and Licensing bylaws.

BACKGROUND

Coastal Animal Services (CAS) carries out the enforcement of Animal Control and Licensing bylaws under contract for the Regional District of Nanaimo (RDN) in all Electoral Areas. Employees of CAS have specific appointments as Bylaw Enforcement Officers pursuant to *Regional District of Nanaimo Bylaw Enforcement Officers Bylaw 857, 1992* that enable them to carry out their duties as Animal Control Officers. An appointment by the Board is necessary to give Animal Control Officers the authority to issue bylaw violation tickets pursuant to Section 264 of the *Community Charter*. The most recent CAS full-time employee, Craig Dishkin, has not yet been appointed as a Bylaw Enforcement Officer for the purpose of enforcing RDN Animal Control bylaws.

ALTERNATIVES

1. To appoint Craig Dishkin as a Bylaw Enforcement Officer for the specific purpose of enforcing RDN Animal Control bylaws.
2. To not appoint the Animal Control Officer.

FINANCIAL IMPLICATIONS

There are no financial implications with the appointment of an Animal Control Officer.

LEGAL IMPLICATIONS

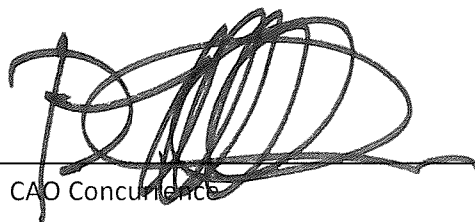
All Animal Control Officers employed by the RDN Contractor actively investigate and enforce the provisions of the Animal Control and Licensing Bylaws. Failure to appoint an officer may result in a court ruling against the RDN on the grounds that the Animal Control Officers had no authority to enforce RDN bylaws. The Contractor must maintain general public liability insurance to indemnify the RDN from any claims of negligence that might arise from the performance of the contractors.

CONCLUSION

It is necessary to appoint Animal Control Officers employed by the RDN Contractor as Bylaw Enforcement Officers to ensure they have the ability to enforce animal control regulations, defend any legal challenge to their authority and maintain the integrity of the RDN animal control and licensing function. Staff is recommending that Mr. Craig Dishkin of Coastal Animal Services be appointed as a Bylaw Enforcement Officer for the specific purpose of enforcing Regional District of Nanaimo Animal Control and Licensing bylaws.



Report Writer

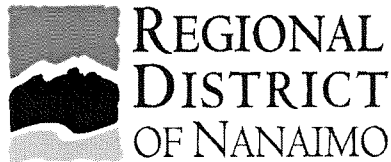


CAO Concurrence



A/ General Manager Concurrence

COMMENTS:



RDN REPORT		
CAO APPROVAL PLH		
EAP		
COW		
AUG 11 2015		
RHD		
BOARD		✓

STAFF REPORT

TO: Jeremy Holm
Manager, Current Planning

DATE: August 10, 2015

FROM: Tyler Brown
Planner

MEETING: BOARD – August 25, 2015

FILE: PL2014-034

**SUBJECT: Zoning Amendment Application No. PL2014-034
Lot 3, District Lot 81, Nanoose District, Plan 1799
1032 Roberton Boulevard – Electoral Area ‘G’
Amendment Bylaw 500.394**

RECOMMENDATION

That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.394, 2014” be adopted.

PURPOSE

To consider “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.394, 2014” for adoption.

BACKGROUND

The purpose of Amendment Bylaw No 500.394 is to rezone the subject property located at 1032 Roberton Boulevard in Electoral Area ‘G’ from Rural 1, Subdivision District ‘F’ (RU1F), to a new Residential 1.2, Subdivision District ‘T’ (RS1.2T), in order to facilitate a proposed subdivision of the property into approximately 54 residential lots with park dedication. Amendment Bylaw No. 500.394 was introduced and given first and second reading on July 22, 2014. A Public Hearing was held on December 2, 2014, and the Bylaw received third reading on January 27, 2015. The Ministry of Transportation and Infrastructure approved the Bylaw on August 10, 2015.

As a condition of rezoning approval, and prior to the adoption of the Bylaw, the applicant was required to complete the following:

1. The applicant shall provide a community amenity contribution in the amount of \$45,000 to the Electoral Area ‘G’ Parks Amenity Fund of which \$5,000 is to be earmarked for the development of a trail through the proposed park.
2. The applicant shall register a Section 219 covenant requiring that post-development storm water flows will not exceed pre-development levels as recommended in the Preliminary Servicing Study prepared by Park City Engineering Ltd. and dated May 16, 2014.

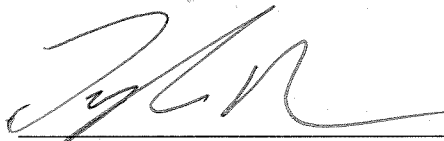
The applicant has satisfied the conditions of approval. As such, the Bylaw is presented to the Board for consideration of adoption (see Attachment 1).

ALTERNATIVES


1. To adopt "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.394, 2014".
2. To not adopt "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.394, 2014".

SUMMARY/CONCLUSIONS

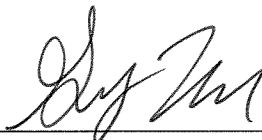
Amendment Bylaw No. 500.394 would rezone the subject property from Rural 1, Subdivision District 'F' (RU1F), to a new Residential 1.2, Subdivision District 'T' (RS1.2T), in order to facilitate a proposed subdivision of the property into approximately 54 residential lots with park dedication. The Amendment Bylaw was introduced and read two times on July 22, 2014, proceeded to Public Hearing on December 2, 2014, and received third reading on January 27, 2015. The applicant has satisfied the conditions of rezoning approval and the Amendment Bylaw was approved by the Ministry of Transportation and Infrastructure on August 10, 2015. Given that the applicant has completed the conditions of approval, staff recommend that the Board adopt Amendment Bylaw No. 500.394.



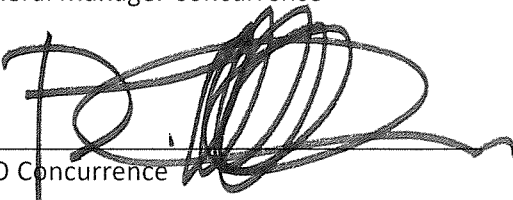
Report Writer



A/ General Manager Concurrence

Acting 

Manager Concurrence



CAO Concurrence

Attachment 1

REGIONAL DISTRICT OF NANAIMO BYLAW NO. 500.394

A Bylaw to Amend Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.394, 2014”.
- B. “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”, is hereby amended as follows:
 1. Under **PART 3 LAND USE REGULATIONS, Section 3.3.16 a)** by inserting “RS1.2,” after “RS1.1,”.
 2. Under **PART 3 LAND USE REGULATIONS, Section 3.1 Zones** by adding the following zoning classification and corresponding short title after Residential 1.1 Zone:

Residential 1.2 Zone	RS1.2
----------------------	-------

3. By adding Section 3.4.61.3 Residential 1.2 Zone
as shown on Schedule ‘1’ which is attached to and forms part of this Bylaw.
4. By rezoning the lands shown on the attached Schedule ‘2’ and legally described as:
Lot 3, District Lot 81, Nanoose District, Plan 1799 and the part of road shown on Plan 1799
from Rural 1 (RU1), Subdivision District ‘F’ to Residential 1.2, Subdivision District ‘T’

5. **PART 4 SUBDIVISION REGULATIONS, SCHEDULE '4B' Subdivision Districts – Minimum Parcel Sizes** is hereby amended by inserting the following row in the table, below Subdivision District "S" and above Subdivision District "V":

T	600 m ²	No further subdivision
---	--------------------	------------------------

Introduced and read two times this 22nd day of July, 2014.

Public Hearing held this 2nd day of December, 2014.

Read a third time this 27th day of January, 2015.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this 10th day of August, 2015.

Adopted this day of , 2015.

Chairperson

Corporate Officer

Chairperson

Corporate Officer

Schedule '1'

Section 3.4.61.3

RESIDENTIAL 1.2

RS1.2

Permitted Uses and Minimum Site Area

Permitted Uses

- a) Home Based Business
- b) Residential Use
- c) Secondary Suite

Maximum Number and Size of Buildings and Structures

Accessory buildings	Combined floor area of 100 m ² or 8% of area of parcel whichever is greater, but shall not exceed 250 m ² .
Accessory building height	6.0 m
Dwelling units/parcel	1
Dwelling unit height	8.0 m
Parcel coverage	45%

Minimum Setback Requirements

Front lot line	5.0 m
	6.0 m to any garage door or carport entrance way facing a highway
Interior side lot line	1.5 m
Rear lot line	2.0 m
Other lot lines	5.0 m

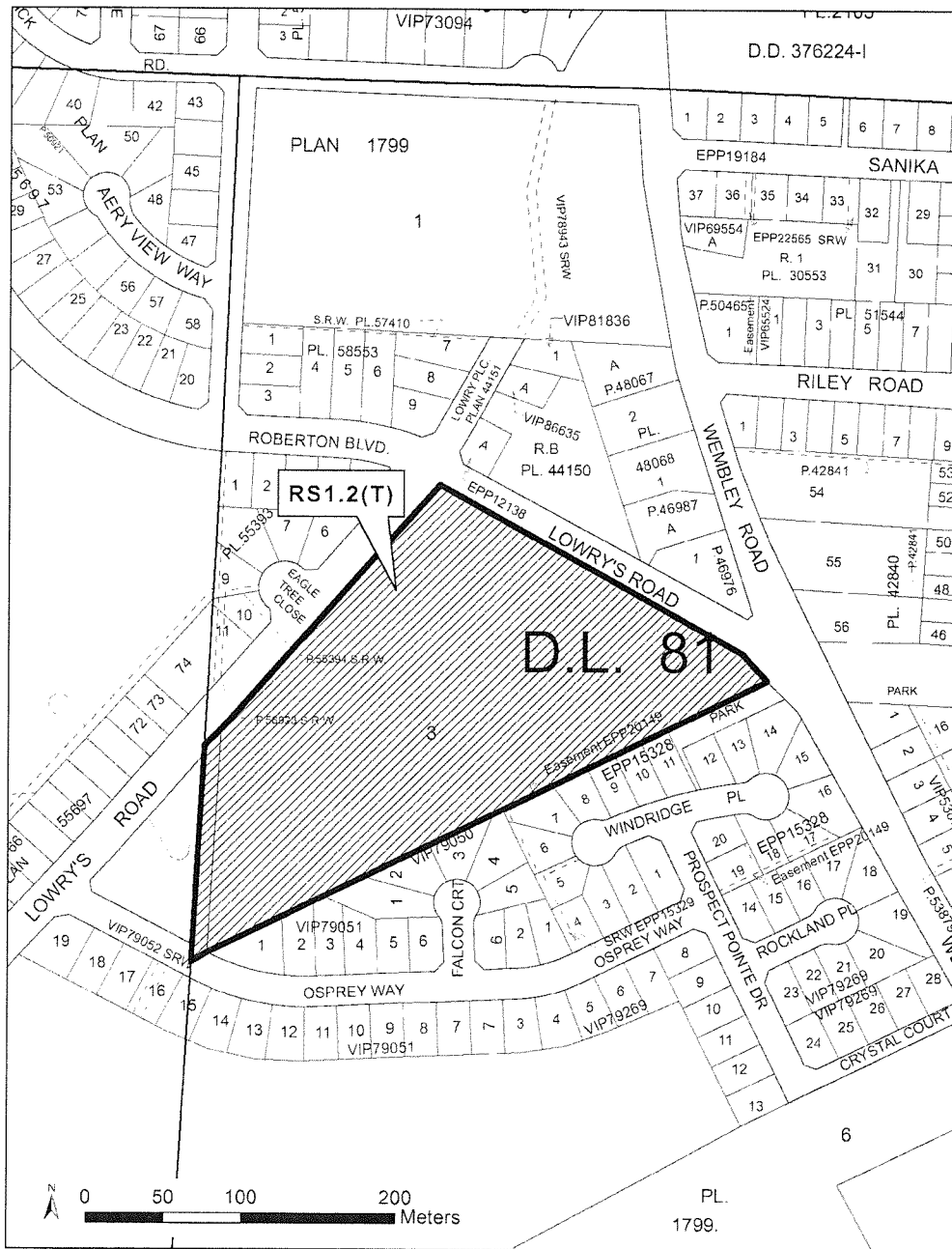
Except where any part of a parcel is adjacent to or contains a watercourse then the regulations in Section 3.3.8 shall apply.

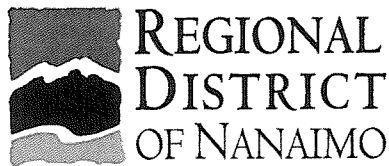
No setback from an interior or rear lot line shall be required for one accessory building not exceeding a floor area of 10 m² and with a maximum height of 3.0 metres.


Chairperson

Corporate Officer

Schedule '2'





RDN REPORT	
CAO APPROVAL 	
EAP	
COW	
AUG 11 2015	
RHD	
BOARD	<input checked="" type="checkbox"/>

STAFF REPORT

TO: Jeremy Holm
Manager, Current Planning

DATE: August 11, 2015

FROM: Tyler Brown
Planner

MEETING: Board – August 25, 2015

FILE: PL2013-113

SUBJECT: Zoning Amendment Application No. PL2013-113
Strata Lots 1-10, District Lot 36 and Part of the Bed of Strait of Georgia, Newcastle District, Strata Plan VIS5953 Together with an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V
4320 Garrod Road – Electoral Area ‘H’
Amendment Bylaw 500.395, 2015 – Third Reading

RECOMMENDATIONS

1. That the report of the Public Hearing held on August 10, 2015, for “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015” be received.
2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015” be read a third time.

PURPOSE

To receive the report summarizing the minutes and submissions received at the Public Hearing held on August 10, 2015, and to consider “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015” for third reading.

BACKGROUND

The Regional District of Nanaimo has received an application from the property owners of the 10 unit strata resort condominium development located at 4320 Garrod Road to rezone the subject property from Commercial 5 (CM5) to a new Residential 2.2 (RS2.2) zone in order to permit full time residential use of the 10 strata units. Two Public Information Meetings were held with regards to this application. The first was held on September 3, 2014 and the second was held on June 2, 2015. Amendment Bylaw No. 500.395 was introduced and given first and second reading on July 28, 2015 (see Attachment 3). This was followed by a Public Hearing held on August 10, 2015. The summary of the minutes is attached for the Board’s consideration (see Attachment 1). Public comments in favor and in opposition to the amendment bylaw were received.

Following the close of the Public Hearing no further submissions or comments from the public or interested persons can be accepted by members of the Board, as established by legal precedent. Having received the minutes of the Public Hearing eligible Board members may vote on the Bylaw.

If given third reading, as a condition of rezoning approval and prior to the adoption of the amendment bylaw, the applicant will be required to complete the following:

1. The applicant shall provide a voluntary community amenity contribution in the amount of \$10,000 to the Electoral Area 'H' Parks Amenity Fund to be earmarked for use within Bowser Village.
2. The applicant shall provide written confirmation from the Bowser Water Works District that the difference between the Recreational Capital Expenditure charge and the Strata Property charge has been received.

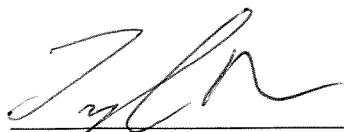
ALTERNATIVES

1. To receive the report of the Public Hearing and give third reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015”.
2. To receive the report of the Public Hearing and to not give third reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015”.

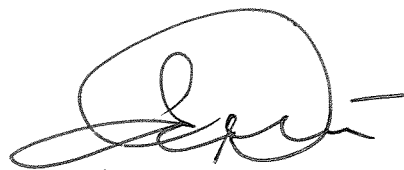
SUMMARY/CONCLUSIONS

The applicant proposes to rezone the subject property from Commercial 5 Zone, Subdivision District 'M' (CM5M) to a new Residential 2.2 Zone, Subdivision District 'F' (RS2.2F). The requested amendment would permit the use of the 10 unit building strata for full time residential use rather than resort condominium use as currently permitted. The applicant is not proposing any new development or requesting to retain any of the permitted commercial uses.

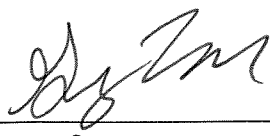
Two Public Information Meetings were held with regards to this application. The first was held on September 3, 2014 and the second was held on June 2, 2015. The Amendment Bylaw was introduced and given first and second reading on July 28, 2015, and proceeded to Public Hearing on August 10, 2015. The requirements set out in the Conditions of Approval are to be completed by the applicant prior to the Board’s consideration of the Bylaw for adoption (see Attachment 2). In addition, the Bylaw must also be approved by the Ministry of Transportation and Infrastructure prior to adoption. Staff recommend that Amendment Bylaw No. 500.395, 2015, be considered for third reading.



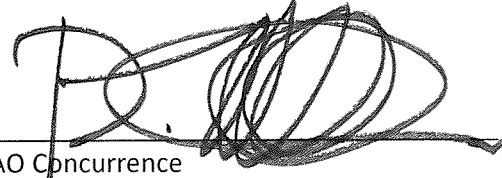
Report Writer



General Manager Concurrence

Acting 

Manager Concurrence



CAO Concurrence

**Attachment 1
Summary of the Public Hearing**

**Held at Lighthouse Community Centre
240 Lions Way, Electoral Area 'H'
Monday, August 10, 2015 at 6:00 pm**

Note: This summary of the meeting is not a verbatim recording of the proceedings, but is intended to summarize the comments and questions of those in attendance at the Public Hearing.

There were seven members of the public in attendance at this meeting.

Present for the Regional District of Nanaimo:

Director Bill Veenhof, Electoral Area 'H' (the Chair)
Tyler Brown, Planner
Kelsey Chandler, Planning Technician

Present for the Applicant:

Fred Schickedanz and Gerry Lamont (Representatives for applicants)

The Chair opened the meeting at 6:00 pm, outlined the evening's agenda, and introduced the RDN staff and the applicants in attendance. The Chair then stated the purpose of the public hearing and asked RDN staff to provide background information concerning the development application.

Tyler Brown provided a brief summary of the proposed amendment bylaw, the application process, and the conditions of approval that the applicant must complete prior to the adoption of the amendment bylaw.

The Chair reviewed the procedures for the Public Hearing, then invited presentations, questions, and comments from the audience.

Greg Mason, #8 – 4320 Garrod Road, was supportive of the proposed residential zoning.

Gerry Lamont, #10 – 4320 Garrod Road, expressed support for the change to a residential zone.

Fred Schickedanz, #7 – 4320 Garrod Road (his company also owns #6 – 4320 Garrod Road), was strongly in favour of rezoning. He stated that he had copies of nine letters of support and six letters stating non-opposition from neighbours of the subject property. He confirmed with Tyler Brown that the RDN had copies of these letters on file.

Warren Atwood, #3 – 4320 Garrod Road, stated that he rented his unit and that he was in support of the zoning changing to residential.

Sharon Waugh, 4365 Kelsey Road, stated that she owned a beach property north of the subject property and that she was not in support of the rezoning proposal.

Laurel Webster, 44 Bowser Road, stated that she was not in support of the rezoning, and that there were other neighbours who could not be in attendance at the meeting who were also opposed to the zoning amendment.

Murray Webster, 44 Bowser Road, asked for clarification of the \$10,000 community amenity contribution and the water works charges as conditions of approval.

Tyler Brown clarified that the \$10,000 was a voluntary amenity contribution that would be set aside for future parks development in Bowser Village. He also stated that the RDN would require confirmation from Bowser Water Works that the applicant has paid the appropriate development cost charges for the residential use of the subject property.

Murray Webster, 44 Bowser Road, stated that he was not in favour of the proposed amendment. He expressed his disagreement with the proposal, and warned that the amendment might set a precedent for other developments.

Sharon Waugh, 4365 Kelsey Road, stated that she had been involved in the creation of the Bowser Village Plan and that the community's intent was to maintain the commercial zone. She expressed her dissatisfaction that the proposed amendment did not align with the intent of the plan. She also expressed concern that the waterfront adjacent to her property has changed as a result of the rip rap installed as part of the original 4320 Garrod Road development. She stated that she would like the property to remain as a commercial zone.

The Chair asked if there were any further questions or comments.

Being none, the Chairperson thanked those in attendance and announced that the Public Hearing was closed.

The meeting was concluded at 6:15 pm.



Kelsey Chandler
Recording Secretary

Attachment 2
Conditions of Approval

The following is required prior to the "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015" being considered for adoption:

1. The applicant shall provide a voluntary community amenity contribution in the amount of \$10,000 to the Electoral Area 'H' Parks Amenity Fund to be earmarked for use within Bowser Village.
2. The applicant shall provide written confirmation from the Bowser Water Works District that the difference between the Recreational Capital Expenditure charge and the Strata Property charge has been received.

Attachment 3

REGIONAL DISTRICT OF NANAIMO BYLAW NO. 500.395

A Bylaw to Amend Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015”.
- B. “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”, is hereby amended as follows:

1. Under **PART 3 LAND USE REGULATIONS, Section 3.1 Zones** by adding the following zoning classification and corresponding short title after Residential 2.1 Zone:

Residential 2.2 Zone RS2.2

2. Under **PART 3 LAND USE REGULATIONS, Section 3.4**, after Section 3.4.62.1 add Section 3.4.62.2 Residential 2.2 Zone

as shown on Schedule ‘1’ which is attached to and forms part of this Bylaw.

3. By rezoning the lands shown on the attached Schedule ‘2’ and legally described as:

Strata Lots 1-10, District Lot 36 and Part of the Bed of Strait of Georgia,
Newcastle District, Strata Plan VIS5953 Together with an Interest in the
Common Property in Proportion to the Unit Entitlement of the Strata Lot as
Shown on Form V

from Commercial 5 (CM5), Subdivision District ‘M’ to Residential 2.2, Subdivision District ‘F’

Introduced and read two times this 28th day of July, 2015.

Public Hearing held this 10th day of August, 2015.

Read a third time this ___ day of _____ 20__.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this ___ day of _____ 20__.

Adopted this ___ day of _____ 20__.

Chairperson

Corporate Officer

Chairperson

Corporate Officer

Schedule '1'

Section 3.4.62.2

RESIDENTIAL 2.2

RS2.2

Permitted Uses and Minimum Site Area

Required Site Area with:

Permitted Uses	Community Water & Sewer System	Community Water System	No Community Services
a) Home Based Business	n/a	n/a	n/a
b) Residential Use - per dwelling unit	500 m ²	1000 m ²	1.0 ha
c) Duplex	1000 m ²	2000 m ²	2.0 ha

Maximum Number and Size of Buildings and Structures

Floor area ratio	- 0.60
Height	- 8.0 m
Parcel coverage	- 40%

Minimum Setback Requirements

Front lot line	- 8.0 m
Interior side lot line	- 1.5 m
Rear lot line	- 2.0 m
Other lot line	- 5.0 m

except where:

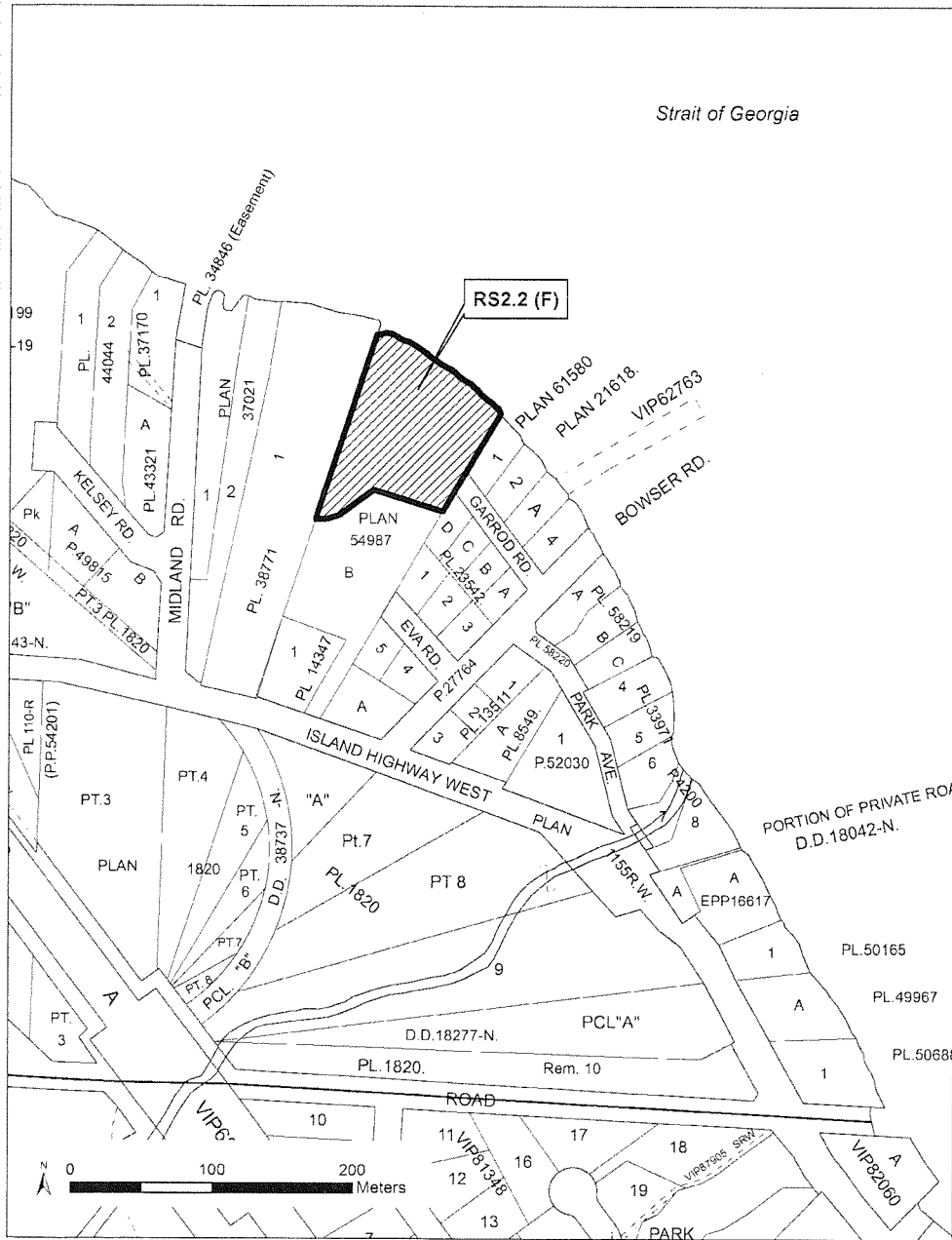
- an accessory building for individual use is permitted, no setback from an interior lot line shall be required for one accessory building with a maximum height of 2.0 m and a floor area of 9.0 m²;
- any part of a parcel is adjacent to or contains a watercourse then the regulations in Section 3.3.8 shall apply.

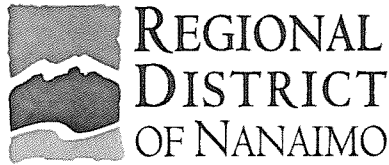
Schedule '2' to accompany "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.395, 2015"

Chairperson

Corporate Officer

Schedule '2'





RDN REPORT		[Handwritten Signature]
CAO APPROVAL		
EAP		
COW		
AUG 14 2015		
RHD		
BOARD	✓	

STAFF REPORT

TO: Sean De Pol
 Manager, Wastewater Services

DATE: August 12, 2015

FROM: Adrian Limpus
 Engineering Technologist,
 Wastewater Services

MEETING: Board, August 25, 2015

FILE: 2240-20-AECOM

SUBJECT: Consulting Engineering for Operational Projects for Wastewater Services
 Two Year Standing Offer

RECOMMENDATION

That the Board authorize staff to sign an agreement with AECOM Canada Ltd. for provision of consulting engineering services for operational projects for the Wastewater Services department for a two year term.

PURPOSE

To consider awarding a contract for the provision of engineering consulting services for the Wastewater Services department.

BACKGROUND

In previous years, the Regional District of Nanaimo (RDN) has had a contract with an engineering firm to provide consulting engineering services for the Wastewater Services department. AECOM provided consulting engineering for the department from 2009 to 2014. Since 2014, consulting engineers have been selected on an individual project basis.

In June 2015, Wastewater Services issued a Request for Proposals (RFP) to select a consulting engineering firm for the Wastewater Services department for a two year term with possibility of extension for another two years.

Engineering assignments that may be given to this firm could include planning, design, operational support and troubleshooting for the operation of wastewater infrastructure, providing on-call SCADA maintenance and support, and updating wastewater capital plans and Development Cost Charge (DCC) rates. Consulting engineering services would be provided on an “as required” basis allowing Wastewater Services to still retain the ability to issue RFPs for individual projects.

The RFP was advertised on the Regional District's website and on BC Bid. Proposals from eight firms were received before the submission deadline of July 2, 2015.

- AECOM Canada Ltd (AECOM)
- Eramosa Engineering Ltd. (Eramosa)
- Golder Associates Ltd. (Golder)
- Koers and Associates Ltd. (Koers and Associates)
- MPC Consulting Ltd (MPC)
- RB Engineering Ltd. (RB Engineering)
- Opus Dayton Knight Ltd. (Opus)
- Stantec Consulting Ltd. (Stantec)

Evaluation of Proposals

The evaluation committee followed a two envelope process in which technical criteria were reviewed prior to the financial section. The proposals were assessed by a committee of six RDN staff members according to the following criteria:

- Project Team Experience (25%)
- Past Performance, Corporate Experience, and References (25%)
- Project Management Approach and Methodology (20%)
- Fee Structure (25%)
- Deliverables (5%)

The evaluation committee concluded that AECOM submitted the best proposal overall. The recommendation was based on AECOM's familiarity with the RDN's infrastructure, ISO 9001 certification, knowledge of wastewater management disciplines, handling of travel time, project management and reporting, and inclusion on their team of Herold Engineering as a local sub-consultant.

One of the main considerations was AECOM's familiarity with RDN infrastructure. From 2009 to 2014, AECOM provided engineering support for the RDN's wastewater infrastructure under the previous consulting engineering services contract. Since 2009, AECOM team members have also provided on-call SCADA maintenance and support for the RDN's wastewater treatment facilities.

In addition; since 1999, the RDN has participated in AECOM's National Water and Wastewater Benchmarking Initiative. Each year, AECOM staff members have worked in partnership with Wastewater Services' staff to collect technical and non-technical performance measure data. AECOM staff members have held workshops to help the Wastewater Services department with continual improvement.

AECOM also included Herold Engineering in Nanaimo on the team as a sub-consultant to improve their local Nanaimo-based capacity in municipal engineering and their ability to respond in a timely manner to urgent RDN issues.

AECOM's team members also have a broad depth of experience in all the disciplines of wastewater management in the scope of the RFP including: wastewater master planning, inflow and infiltration, collection systems, pump stations, wastewater treatment plants, integrated resource management, residuals management, odour control, source control, marine outfalls, and cogeneration. AECOM also has experience in treatment plant operations, asset management, maintenance management, financial evaluation, and climate change mitigation.

AECOM's proposal offers to provide consulting services as though they were located in the RDN, which eliminates the travel costs from their office in Vancouver. Furthermore, AECOM proposes to make their Program Manager available quarterly to hold program review meetings in person at no cost to the RDN.

ALTERNATIVES

1. Authorize signature of an agreement with AECOM Canada Ltd. to provide engineering services for operational projects for the Wastewater Services department on an "as required basis" for a two-year term with the option of renewing for an additional two-year term.
2. Do not authorize signature of an agreement with AECOM Canada Ltd for consulting engineering for the Wastewater Services department.

FINANCIAL IMPLICATIONS

The main advantage of working directly with an engineering consultant is the reduction in staff time required to develop and issue RFPs for operational projects and to familiarize new consultants with the RDN's infrastructure. Since AECOM is already familiar with the RDN's infrastructure, more resources can go into the design and construction of the project they are working on.

Charge-out rates were compared to the 2015 Consulting Engineers Fee Guidelines published by the Consulting Engineers of BC (CEBC). Each individual and role was assigned a classification based on their experience. The relative difference between the CEBC Fee Guidelines and the charge-out rate identified in the proposals was used to assign points for the financial evaluation.

Charge-out rates identified in AECOM's proposal were slightly lower than CEBC guidelines.

STRATEGIC PLAN IMPLICATIONS

The consultant selected will help the Wastewater Services' department achieve many of the objectives of the Strategic Plan over the next two years. These objectives could include adapting the operation of wastewater treatment facilities to meet regulatory changes, looking at resource recovery opportunities, and reducing odour from wastewater operations.

AECOM's background in these wastewater management disciplines will help the department meet these goals.

SUMMARY/CONCLUSIONS

The evaluation committee concluded AECOM had the highest ranked proposal when considering the technical and financial submissions in accordance with the RFP evaluation process.

The combination of AECOM's experience with RDN infrastructure, their wastewater management knowledge, proposed handling of travel time, project management and reporting, and inclusion on their team of Herold Engineering as a local sub-consultant resulted in AECOM being assigned the highest score by the evaluation committee.



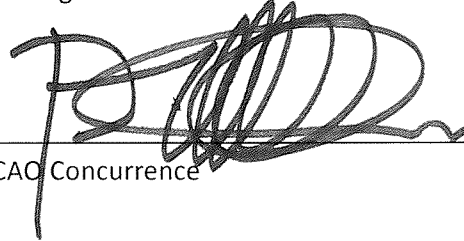
Report Writer



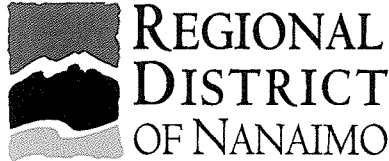
Manager Concurrence



General Manager Concurrence



CAO Concurrence



RDN REPORT	
CAO APPROVAL	
EAP	
COW	
AUG 05 2015	
RHD	
BOARD	✓

STAFF REPORT

TO: Board of Directors **DATE:** July 31, 2015

FROM: Paul Thorkelsson **MEETING:** BOARD August 25, 2015
 Chief Administrative Officer **FILE:**

SUBJECT: Parksville Works Yard/Englishman River Water Service (ERWS) Lands – Co-Owners Agreement

RECOMMENDATION

1. That the report from the Chief Administrative Officer be received.
2. That the RDN Chair and Corporate Officer be authorized to sign the Co-Owners Agreement between the Regional District of Nanaimo and the City of Parksville for Lot B of the proposed subdivision of Lot 4, Block 564, Nanoose District, Plan 49409 and Lot 1, Block 564, Nanoose District, Plan 21736 as described in the attached Schedule A to this report.

PURPOSE

For approval by the Board, this report presents a Co-Owners Agreement between the Regional District of Nanaimo and the City of Parksville for the administration of the proposed amalgamated City of Parksville Public Works Yard and portion of ERWS Lands.

BACKGROUND

One of the components of the ERWS water system upgrade project includes construction of a water treatment plant and other associated capital works on a combined site that consists of a portion of the existing City of Parksville Public Works Yard in combination with jointly-owned ERWS lands. To facilitate this construction, the project requires amalgamation of the City of Parksville Public Works Yard with a portion of the ERWS lands that are directly adjacent to the Public Works Yard. The resulting amalgamated lot will be jointly-owned by the City of Parkville and Regional District of Nanaimo on a proportionate basis of approximately 86% and 14% respectively.

Going forward, the amalgamated City of Parksville Public Works Yard lands require an agreement between the RDN and the City on the management of the co-owned lands that outlines the rights and responsibilities of the co-owners.

Staff has prepared the attached Co-Owners Agreement (Schedule B) to provide for the administration of the amalgamated property for the Board’s consideration.

ALTERNATIVES

1. Approve the draft Co-Owners Agreement attached as Schedule B.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

There are no direct short term financial implications to either alternative provided. Alternative 1 establishes the framework and understanding of the joint ownership of the lands and as such eliminates any uncertainty to the roles, rights and responsibilities of the co-owners in the long term. The agreement, as drafted, provides for the future use of a portion of the co-owned lands by the RDN for uses that are compatible with the City's Public Works site and operations. This site, as a central location in the region, provides a significant opportunity to the RDN's own Utilities operations in locating a central works site in the future.

STRATEGIC PLAN IMPLICATIONS

The co-ownership and agreement by the RDN-Parksville partnership is aligned with the Board's Strategic Plan and potentially moves the region forward along a number of the Strategic Plan's established priorities including:

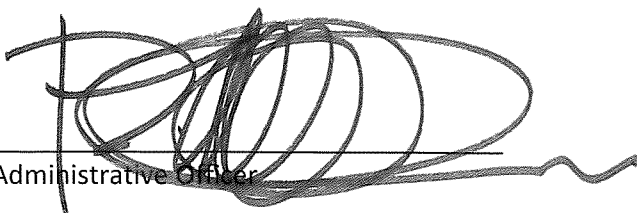
Regional Collaboration – the ERWS is in itself an important example of regional collaboration and the creative approaches to solving problems that strengthen the region's abilities to meet the needs of its residents. The co-ownership and agreement on the amalgamated lands supports this ongoing collaboration and provides significant additional opportunities to the RDN in supporting future requirements of RDN Utilities operations.

Economic Viability – ERWS lands and projects associated potentially supports multi-million dollar investment in the region that furthers economic diversity and builds upon and supports independent and regionally based employment opportunities for residents of the region. In addition, the treatment plant project supports and secures adequate and safe supply of water to the Parksville/Nanoose Bay area - an important aspect of ongoing economic activity in tourism, commercial enterprise and development – including the effective and efficient provision of services to the residents of the region.

DISCUSSION

The RDN and the City of Parksville, under the ERWS partnership, will be consolidating ERWS lands with the existing Parksville Public Works Yard for the proposed siting of the ERWS Water Treatment Plant and on-going City of Parksville Works operations. Given the co-ownership of the resulting parcel it is prudent for the co-owners to prepare and agree upon a co-ownership agreement to provide for the administration of the co-ownership and to outline the co-owners rights and responsibilities regarding the property into the future. Staff recommends the Board approve the proposed co-owners agreement.

Chief Administrative Officer



Schedule A
PLAN EPP46129

DISTRICT LOT 123

1
 PLAN 21770
 DL 123
 DL 129

REM 5
 PLAN 4091

1
 PLAN 42530

SEE SRW PLAN EPP9993 PREPARED BY KG KYLER, BCLS APRIL 15 2011 NOT REGISTERED THIS DATE



POSTING PLAN EPP23221
REM PART BLOCK 564
 PLAN 613R

SEE ENLARGEMENT

PROPOSED SUBDIVISION OF:
 LOT 4, BLOCK 564, NANOOSE DISTRICT,
 PLAN 49409;
 LOT 1, BLOCK 564, NANOOSE DISTRICT,
 PLAN 21736;
 PART OF THAT PART OF BLOCK 564,
 NANOOSE DISTRICT, SHOWN OUTLINED
 IN RED ON PLAN 613R, EXCEPT THOSE
 PARTS IN PLANS 8870, 14501, 18401,
 21770, 21736, 22048 AND 33339.

BCGS 92F.039

3
 PLAN 2072

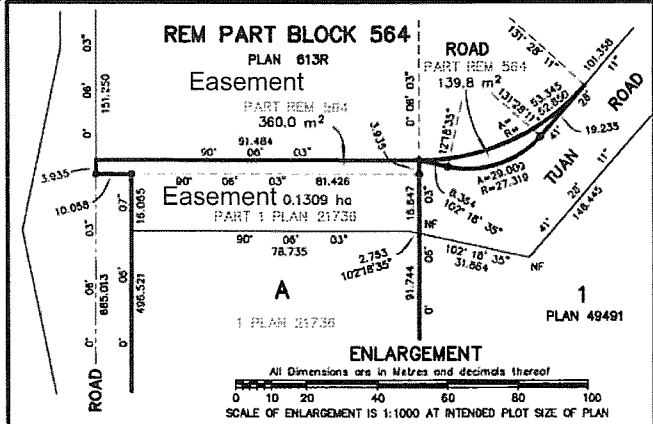
DISTRICT LOT 129
 NANOOSE

A
 5.891 ha

BLOCK 564

DISTRICT

PLAN 21736



ENLARGEMENT
 All Dimensions are in Metres and decimals thereof
 SCALE OF ENLARGEMENT IS 1:1000 AT INTENDED PLOT SIZE OF PLAN



All Dimensions are in Metres and decimals thereof
 0 50 100 150 200

THE INTENDED PLOT SIZE OF THIS PLAN IS 432 mm IN WIDTH BY 560 mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:2000

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NANAIKO

LEGEND

- DENOTES STANDARD IRON POST FOUND
- DENOTES STANDARD IRON POST PLACED
- ⊙ DENOTES CONTROL MONUMENT FOUND
- ⊕ DENOTES STANDARD CAPPED POST PLACED

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE NOT SET ON THE TRUE CORNERS.

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN CONTROL MONUMENTS B0H1821 and B0H1791. THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES. TO COMPUTE GRID DISTANCES, MULTIPLY GROUND-LEVEL DISTANCES BY COMBINED FACTOR 0.999704.

J.E. ANDERSON & ASSOCIATES
 B.C. Land Surveyors & Consulting Engineers
 # 203 - 177 Widd St., PO Box 247
 Parksville, BC V8P 2G4
 250-248-5755 parkville@jeanderson.com
 File #: 60871-1

SCHEDULE B

DRAFT – FOR DISCUSSION PURPOSES ONLY

CO-OWNERS AGREEMENT

THIS AGREEMENT made this day of , 2015.

BETWEEN:

CITY OF PARKSVILLE
100 Jensen Avenue East, PO Box 1390
Parksville, B.C.
V9P 2H3

(the "**City**")

OF THE FIRST PART

AND:

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

(the "**RDN**")

(collectively the "**Co-Owners**")

OF THE SECOND PART

WHEREAS:

- A. The Co-Owners have acquired ownership of the Land through the amalgamation of a portion of Lot 1, Block 564, Nanoose District, Plan 21736 with That Part of Block 564, Nanoose District, Shown Outlined in Red on Plan 613R Except Those Parts in Plans 8870, 14501, 18401, 21770, 21736, 22048 and 33339 (the "Lands").
- B. The City owns 87% of the Lands and the RDN owns 13% of the Lands as tenants in common.
- C. The Co-Owners wish to provide for their joint ownership of the Lands as set out in this Agreement.

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

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- (a) "Budget" means the budget approved under section 7.0 of this Agreement;

- (b) “Co-Owner’s Area” means an area of the Lands for the use of each Co-Owner individually under section 4.5;
- (c) “Co-Owner’s Common Costs Share” means the costs attributable to both areas allocated to the parties under section 4.3 divided in accordance with the percentages under section 3.1;
- (d) “Co-Owner’s Individual Costs” means costs and liabilities for which an individual Co-Owner is liable under this Agreement;
- (e) “Co-Owner’s Interest” means, with respect to a Co-Owner, the undivided right, title, benefit and interest of such Co-Owner from time to time as tenant in common in the Lands and “Co-Owners’ Interest” means the Co-Owners’ Interest of the Co-Owners collectively;
- (f) “Co-Owner’s Proportion” means, with respect to a Co-Owner, the proportion which its Co-Owner’s Interest is of the Co-Owners’ Interests, expressed as a percentage;
- (g) “Co-Owners’ Representative” means the person designated under section 5.1 of this Agreement;
- (h) “Demand” has the meaning as set forth in section 8.1;
- (i) “Englishman River Service Share” means costs and revenues attributable to that part of the Lands used in respect of the Englishman River Water Service allocated between the Co-Owners according to the percentages under the Englishman River Water Service Agreement;
- (j) “Englishman River Water Service Agreement” means the Joint Venture Agreement dated the 1st day of July, 2011 between the City and the Regional District;
- (k) “Lands” means the land and improvements legally described in Schedule “A”;
- (l) “Liabilities” has the meaning set forth in section 7.1;
- (m) “Proportionate Share” means the total share of costs for which a Co-Owner is liable being the sum of the Englishman River Service Share plus the Co-Owner’s Common Costs Share.

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

- 1.3 Unless otherwise stated, any reference to an enactment includes and is a reference to such enactment including amendments thereto and in force from time to time, and to any enactment that may be passed which supplements or supersedes such enactment.
- 1.4 The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against either of the parties to this Agreement.
- 1.5 This Agreement shall be governed by and construed in accordance with the law of British Columbia and the law of Canada applicable therein and all disputes and claims whether for damages, specific performance, an injunction, a declaration or otherwise, both at law and equity, arising out of, or in anyway connected with this Agreement will be referred to the Courts of British Columbia and each of the parties hereby attorns to the jurisdiction of the Courts of British Columbia.
- 1.6 Unless otherwise stated, a reference in this Agreement to a designated article, section, subsection, paragraph or other subdivision or to a schedule is to the designated article, section, subsection, paragraph or other subdivision of, or schedule to this Agreement.
- 1.7 A requirement in this Agreement that a party provide approval or consent means that approval is not to be unreasonably withheld or delayed unless the paragraph specifies that the approval is to be in the sole discretion of a party, in which case approval is to be in the exclusive, complete and unfettered discretion of the party.

2.0 TERM

- 2.1 This Agreement will continue in force and effect until the earlier of:
 - (a) the Lands being sold by the Co-Owners, such termination to be effective only after the completion of the sale and after the proceeds from the sale have been distributed in accordance with section 11.1; or
 - (b) this Agreement being terminated by written agreement of the Co-Owners; or
 - (c) December 31, 2019.

3.0 OWNERSHIP OF THE LANDS

- 3.1 The Lands are legally and beneficially held by the Co-Owners as tenants in common and not as joint tenants, the Co-Owners having the following respective undivided interests in the Lands:

<u>Name of Co-Owner</u>	<u>Co-Owner's Interest</u>
City of Parksville	86%
Regional District of Nanaimo	14%

4.0 MANAGEMENT

- 4.1 The overall management of the Lands shall be vested in the Co-Owners, jointly. Except where otherwise provided in this Agreement, all decisions with respect to the management and control of the Lands, approved by the Co-Owners, shall be binding upon the Co-Owners. Except where otherwise provided in this Agreement, all decisions of the Co-Owners shall be unanimous.
- 4.2 That part of the Lands used for purposes of the Englishman River Joint Venture shall be managed under the Englishman River Water Service Joint Venture Agreement insofar as that Agreement is not consistent with this Agreement.
- 4.3 As part of the co-management plan for the Lands, the parties agree that all that part of the Lands not used as part of the Englishman River Water Service shall be allocated for use by each of the parties with the respective area of allocation based according to their respective Co-Owners' Interests under section 3.1.
- 4.4 If the parties are unable, in good faith, to arrive at an agreed allocation of the Lands for exclusive use of each of the parties, the matter shall be subject to dispute resolution under section 17.0.
- 4.5 In making decisions regarding the development and use of a Co-Owner's Area, each Co-Owner shall consult in good faith with the other Co-Owner with a view to minimizing conflict between proposed uses. Conflicts will be subject to dispute resolution under section 17.0.
- 4.6 The parties shall identify the separate areas of the land that are to be used for the exclusive benefit of one of the Parties and shall identify such separate sites through signage and, where reasonably practicable, physical barriers to clearly delimit their respective work sites.
- 4.7 Each Co-Owner shall pay all costs incurred by that Co-Owner in relation to their area of exclusive use allocated under section 4.3 and shall indemnify and save harmless the other Co-Owner for any and all claims, demands, losses, fees, fines, costs and expenses arising from that Co-Owner's use of the area of exclusive use.

5.0 DUTIES OF CO-OWNERS' REPRESENTATIVE

- 5.1 The Co-Owners shall designate a Co-Owners' Representative (or Representatives) to manage the Lands under this Agreement.

- 5.2 The Co-Owners' Representative will, subject to the limitations in this Agreement:
- (a) be responsible for managing the Lands and will be authorized for and on behalf of and in the name of the Co-Owners to make all expenditures and incur all obligations reasonably necessary for such purpose; and
 - (b) at the expense of the Co-Owners, for and on behalf of and in the name of the Co-Owners, implement or cause to be implemented all decisions and determinations approved by the Co-Owners.

6.0 BUDGETING

- 6.1 The Co-Owners' Representative shall not later than December 1, in each year of this Agreement, prepare and submit to the Co-Owners for their approval, a budget in respect of the ownership and maintenance of the Lands for the next year dealing with costs not otherwise payable by each Co-Owner under section 4.7 or under the Englishman River Joint Venture Service Agreement. Each Co-Owner shall review the budget and provide final approval of the budget by February 28 in each year. Once the budget has been approved, it will constitute final approval by each Co-Owner of all of the expenditures listed within the budget, and the Co-Owners' Representative shall be authorized, without further authorization from the Co-Owners, to undertake the expenditures set out within the years' budget. The Co-Owners shall pay their Proportionate Share of the Budget in semi-annual payments, payable on January 1 and July 1 of each year, provided that any payment made prior to approval of that year's budget shall be based on the previous year's budget, and an adjustment shall be made by the parties at the time of the first payment after such approval.

7.0 FUNDS REQUIRED FOR THE LANDS

- 7.1 Each Co-Owner will be directly responsible for paying its Co-Owner's Proportionate Share of all indebtedness, liabilities, obligations, costs, expenses, claims and judgments whatsoever arising from or incurred in connection with the Lands which have been approved by the Co-Owners, otherwise incurred in accordance with this Agreement or that are unforeseen ("Liabilities"), and each Co-Owner agrees with each other Co-Owner to at all times, on demand, indemnify and save harmless the other Co-Owners from all amounts which those Co-Owners have paid or incurred on account of any Liabilities in excess of that Co-Owner's Proportionate Share of such amounts.

8.0 DEMANDS

- 8.1 Each of the Co-Owners agrees to contribute its Co-Owner's Proportionate Share of all funds required in respect of liabilities upon the receipt of a written demand from the Co-Owners' Representative in accordance with the following:

- (a) the Demand will state the total amount of the funds required to be paid by all Co-Owners, the purposes (in summary form) for which such funds are required and the portion of such funds to be paid by each Co-Owner;
- (b) the Demand will state the date (which will be not less than 30 days following the date of the delivery of the Demand to the Co-Owners) on or before which the funds required to be paid by the Co-Owners under the Demand are to be paid; and
- (c) each of the Co-Owners will pay to the Co-Owners' Representative the funds required to be paid by such Co-Owner under the Demand on or before the date specified in the Demand and all funds so paid will be applied by the Co-Owners' Representative to the purposes specified in the Demand.

9.0 NOT USED

10.0 REVENUES

- 10.1 Subject to sections 10.2 and 11.1, each Co-Owner will be entitled to receive its Co-Owner's Proportion of all net revenues arising from or out of the Lands, to the extent they are available for distribution and distribution has been approved by the Co-Owners.
- 10.2 Each Co-Owner will be entitled to retain revenue generated from its use of the area of the Lands allocated for its exclusive use under section 4.3.

11.0 DISTRIBUTION OF PROCEEDS

- 11.1 The Co-Owners will from time to time, to the extent that revenues arising from or out of the Lands are available for such purposes, apply those funds in the following manner (unless otherwise approved):
 - (a) first, in payment of unpaid Liabilities to the extent that the repayment is approved by the Co-Owners;
 - (b) second, to provide reserves as approved by the Co-Owners as being prudent to pay existing or future Liabilities; and
 - (c) lastly, in payment to or to the credit of the Co-Owners in accordance with their Co-Owner's Proportions.

12.0 ACCOUNTING

- 12.1 The Co-Owners must ensure that reasonably detailed financial records covering all aspects of the management of the Lands, including all expenses and

revenues are kept. The Co-Owners' Representative will provide to the Co-Owners financial statements with respect to revenues and expenditures relating to the Lands not otherwise the responsibility of each Co-Owner under section 4.7 or under the Englishman River Joint Venture Service Agreement within 90 days after the last day of December in each year, or as otherwise directed by the Co-Owners.

13.0 WAIVER OF PARTITION AND SALE

13.1 During the period of co-ownership of the Lands each Co-Owner waives the benefit of all provisions of law relating to actions for a partition or sale in lieu of partition or administration of real and personal property including the *Partition of Property Act* (British Columbia). Each party agrees that it will not resort to any action at law or in equity for partition or sale in lieu of partition of the Lands or seek administration in respect of the Lands, except as provided in this Agreement.

14.0 DISPOSITIONS

14.1 During the period of co-ownership of the Lands each Co-Owner agrees that it shall not dispose of its Co-Owner's Interest except strictly in accordance with this Agreement. A Co-Owner may only dispose of its Co-Owner's Interest through a dissolution under section 15.0 or a withdrawal under section 16.0, or by agreement of the Co-Owners.

15.0 DISSOLUTION

15.1 If the Co-Owners terminate the Englishman River Water Service Agreement and dissolve the Joint Venture, unless otherwise agreed the sale of a Co-Owner's Interest shall be subject to a right of first refusal in favour of the other Co-Owner exercisable in accordance with section 13.5 of the Englishman River Water Service Joint Venture Agreement.

16.0 WITHDRAWAL

16.1 Where a Co-Owner withdraws from the Englishman River Water Service and the Englishman River Water Service Agreement in accordance with that agreement, that Co-Owner must provide to the other Co-Owner a right of first refusal to the Co-Owner's interest in the Lands in accordance with Part 10 of the Englishman River Water Service Joint Venture Agreement, all of its right, title and interest in and to the Lands and shall execute such documents as may be necessary to give effect to this section. Where that Co-Owner transfers all of its right, title and interest in and to the Lands to the other Co-Owner under this section, that Co-Owner ceases to have rights or obligations in respect of this Agreement or the Lands except:

- (a) that Co-Owner shall continue to be obligated for its share of any uninsured claim against the Co-Owners in respect of the Lands, or any judgment of a court or tribunal having jurisdiction, arising on or before the date that such Co-Owner ceased to be a party to this Agreement; and
- (b) that Co-Owner shall continue to be responsible for any outstanding amounts owed by that Co-Owner for the operation and maintenance of the Lands up to the date that such Co-Owner ceased to be a party to this Agreement.

17.0 DISPUTE RESOLUTION

- 17.1 If a dispute arises under this Agreement, then the Co-Owners shall make good faith efforts to resolve the dispute between themselves. If the dispute is not resolved within fifteen (15) days, then the Co-Owners' Chief Administrative Officers, or their deputies, shall meet within fifteen (15) days to attempt to resolve the dispute.
- 17.2 If a dispute arises under sections 4.4, 4.5, or regarding any amounts that may be payable by a Co-Owner, then such dispute shall, at the request of either party be submitted to arbitration under the *Arbitration Act*, by an arbitrator selected by the parties. If the parties cannot agree on the choice of the arbitrator, then each party will select a representative who shall jointly select the arbitrator. The costs of the arbitrator shall be shared equally between the parties, and the results of the arbitration shall be binding on the parties.

18.0 COMMUNICATIONS

- 18.1 Unless the parties agree otherwise in advance, all public communications regarding this Agreement or the subject matter of this Agreement shall be made jointly by the parties and with the prior consent of each party.

19.0 FURTHER ASSURANCES

- 19.1 Each of the parties agrees from time to time and upon any reasonable request of the other party, to make or cause to be made all such further acts, deeds, assurances and things as may be required to more effectually implement the true intent of this Agreement.

20.0 NOTICE

- 20.1 It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:
 - (a) if delivered at the time of delivery; and

- (b) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the City:

100 Jensen Avenue East, PO Box 1390
Parksville, BC V9P 2H3
Attention: Fred Manson

if to the RDN:

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention: Paul Thorkelsson

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

21.0 DISCLAIMER OF PARTNERSHIP

- 21.1 Each Co-Owner expressly disclaims any intention to create a partnership or to constitute the other Co-Owner as its agent (except as expressly provided in this Agreement) with respect to the Lands. Each Co-Owner covenants with the other Co-Owner that it will not, at any time, allege or claim that a relationship of partnership or agency has been created with respect to the subject matter of this Agreement. Except as specifically provided in this Agreement, no Co-Owner will have any authority to act for or on behalf of the other Co-Owners in respect of the Lands or this Agreement.

22.0 OBLIGATIONS AS COVENANTS

- 22.1 Each obligation of a Co-Owner in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

23.0 SEVERABILITY

- 23.1 Each article of this Agreement shall be severable. If any provision of this

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

24.0 SUCCESSORS AND ASSIGNS

24.1 All of the provisions in this Agreement will be binding upon the Co-Owners and their respective successors and assigns and will enure to the benefit of and be enforceable by the Co-Owners and the successors and assigns of any Co-Owner only to the extent that they are permitted successors and assigns under this Agreement.

25.0 TIME

25.1 Time is to be the essence of this Agreement.

26.0 NON-WAIVER

26.1 No consent or waiver of any breach or default by any Co-Owner in the performance of its obligations under this Agreement constitute a consent to or waiver of any other breach or default in the performance by that Co-Owner of the same or any other obligations of that Co-Owner under this Agreement. Failure by any Co-Owner to complain of any act or failure to act of any other Co-Owner or to declare any other Co-Owner in default, irrespective of how long such failure continues, will not constitute a waiver by that Co-Owner.

27.0 RIGHTS OF CO-OWNERS INDEPENDENT

27.1 The rights available to each Co-Owner under this Agreement and at law will be deemed to be several and not dependent on each other and each such right will be accordingly construed as complete in itself and not be reference to any other such right.

28.0 HEADINGS

28.1 Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

29.0 ENTIRE AGREEMENT

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

30.0 COUNTERPART

30.1 This Agreement may be executed in counterpart with the same effect as if both

DRAFT – FOR DISCUSSION PURPOSES ONLY

SCHEDULE “A”



RDN REPORT		
CAO APPROVAL PHI		
EAP		
COW		
AUG 17 2015		
RHD		
BOARD	✓	

STAFF REPORT

TO: Wendy Marshall
 Manager of Parks Services

DATE: August 17, 2015

FROM: Joan Michel
 Parks and Trails Coordinator

MEETING: BOARD August 25, 2015

FILE:

SUBJECT: Village Way Design Budget Increase – Electoral Area B Community Works Funds

RECOMMENDATION

That an additional \$30,000 of Electoral Area B Community Works Fund Program Funds be allocated to the Gabriola Village Way project in order to complete the Phase I design plan.

PURPOSE

To obtain Board approval for increasing the Phase I design budget for the Village Way project.

BACKGROUND

In April 2013, the Board approved the commitment of \$65,000 in Area B Community Works Funds for the development of a detailed Phase I roadside trail design plan which included incorporating surveys, environmental studies, and landowner, community and MoTI consultation.

In December 2013, a Gabriola landscape architecture consultant was contracted to produce a design. During 2014, survey, arborist and civil and structural engineering studies were carried out and public and stakeholder consultation completed.

In the spring of 2015, further to discussions with MoTI concerning the handling of North Road surface drainage, MoTI’s requirement for engineer-signed project plans, and initial contractor limitations, the need for additional engineering input to the project was identified. The completion of a major commercial property development along the project route in the late spring also necessitated some additional survey and design work.

The initial landscape architecture contract was amended to recognize more civil engineering design, and final design phase work relating to the production of a detailed schedule of quantities and cost estimates was contracted directly to the civil engineering firm. Once the civil engineering component is complete, staff will be able to proceed to tender and upon Board approval, award the construction project.

ALTERNATIVES

1. That an additional \$30,000 of Electoral Area B Community Works Fund Program Funds be allocated to the Gabriola Village Way project in order to complete the Phase I design plan.
2. That the additional Electoral Area B Community Works Fund Program Funds not be allocated and alternative direction be provided.

FINANCIAL IMPLICATIONS

Uncommitted Area B Community Work Fund reserves are currently sitting at approximately \$760,000. There are sufficient funds to cover the requested \$30,000 for the Village Way project.

Should the funds not be allocated, the detailed schedule of quantities and cost estimates will not be able to be completed and the project will be put on hold until another source of funding is secured.

STRATEGIC PLAN IMPLICATIONS

The Village Way (VW) project addresses a number of Strategic Plan goals:

- the VW will facilitate and encourage non-vehicular transit within the Village and directly link elementary school and senior housing development to the Island’s primary commercial core;
- the VW will meet accessibility standards and connect to the Gabriola bus system; and
- by threading through the Village and connecting with trail into Gabriola’s largest park (707 Community Park), the VW will create a recreation and transportation asset of equal benefit to the Gabriola tourism industry and residents.

SUMMARY/CONCLUSIONS

The Phase I design for the Village Way is nearing completion. Original Community Works Fund dollars (\$65,000) committed in April of 2013, well in advance of contracting for and undertaking design work, have not proved sufficient. An additional \$30,000 in Community Works Fund dollars is requested to finish the design phase. The product of this work will set the stage for construction tendering and identification of construction phase budget requirements.



Report Writer



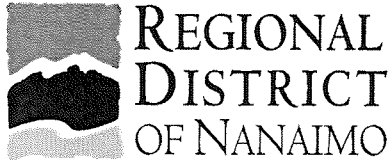
G.M. Concurrency



Manager Concurrence



C.A.O. Concurrency



RDN REPORT		
CAC APPROVAL		###
EAP		
COW		
AUG 18 2015		
RHD		
BOARD	✓	

STAFF REPORT

TO: Paul Thorkelsson
Chief Administrative Officer

DATE: July 30, 2015

FROM: Tom Osborne
General Manager of Recreation & Parks

MEETING: Board – August 25, 2015

FILE:

SUBJECT: Sub Licence of MoTI Road Use Permit – Extension & District Recreation Commission Playground

RECOMMENDATION

That the Sub Licence Agreement between Extension and District Recreation Commission Society and the Regional District of Nanaimo be approved for the placement of a playground structure on a section of Ministry of Transportation and Infrastructure right of way.

PURPOSE

To enter into a Sub Licence Agreement between Extension and District Recreation Commission for the Society to agree to obligations required under an approved Ministry of Transportation and Infrastructure (MoTI) Permit that the RDN secured for the construction of a playground.

BACKGROUND

The Extension and District Recreation Commission requested assistance from RDN Recreation and Parks Department staff in securing a permit from the MoTI that would allow a portion of a planned playground structure to be located on a MoTI right of way.

The structure has been purchased by the Society and will be placed in the proximity of their existing community hall on Society owned land. Upon review it was determined that a small portion of the structure would need to be placed on a section of MoTI right of way located between the community hall and the former Extension School building.

RDN staff met with representatives from the Society and MoTI to determine the best course of action that would allow for the completion of the playground. MoTI staff were not able to agree to authorize a permit to the Society but suggested the RDN apply for the permit. Upon consultation with the Society and the Electoral Area Director, RDN parks staff submitted the permit application and on May 21, 2015 a permit was granted.

The attached Sub Licence Agreement between the Extension and District Recreation Commission and the RDN provides for the Commission to follow the terms and conditions under the MoTI permit. The Commission has reviewed the agreement and is prepared to sign once approved by the RDN Board.

ALTERNATIVES

- 1) That the Sub Licence Agreement between Extension and District Recreation Commission Society and the Regional District of Nanaimo be approved.
- 2) That the Sub Licence Agreement between Extension and District Recreation Commission Society and the Regional District of Nanaimo not be approved and alternative direction be provided.

FINANCIAL IMPLICATIONS

The Extension and District Recreation Commission Society has funded the acquisition of the playground structure and will be responsible for the playground's installation costs. The RDN is not providing a financial contribution to the project. RDN Park staff will monitor the project and provide assistance and guidance to the Society as required.

The attached Sub Licence Agreement transfers the permit's terms and conditions to the Society. However, should the Society not fulfill any required obligations under the permit, as the permit holder the RDN will be held responsible to meet the terms and conditions by MoTI.

STRATEGIC PLAN IMPLICATIONS

The RDN Board's Strategic Plan encourages the facilitation of collaborative strategies for the provision of parks and recreation services. With the execution of the Sub Licence agreement, the community of Extension will gain access to MoTI lands for the siting of a playground structure that will ensure the community has access to a play apparatus that will assist residents in meeting their recreational, social and health needs.

SUMMARY

The Extension and District Recreation Commission requested assistance from RDN Recreation and Parks Department staff in securing a permit from the MoTI that would allow a portion of a planned playground structure to be located on a MoTI right of way.

Upon review it was determined that a small portion of the structure would need to be placed on an section of MoTI right of way located between the community hall and the former Extension School building.

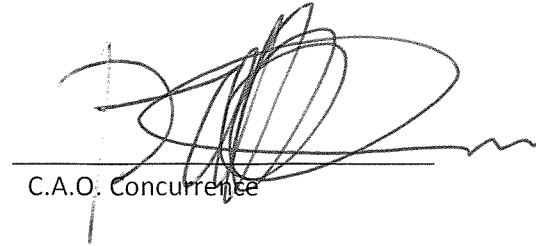
As MoTI was unable to grant a permit to the Society, a permit was obtained by the RDN. The attached Sub Licence Agreement transfers the permit's terms and conditions to the Society. However, should the Society not fulfill any required obligations under the permit, as the permit holder the RDN will be held responsible to meet the terms and conditions by MoTI.

The RDN Board’s Strategic Plan encourages the facilitation of collaborative strategies for the provision of parks and recreation services. Once the project is completed by the Society, the community will have access to a play apparatus that will assist residents in meeting their recreational, social and health needs.

It is recommended that the sub licence agreement be approved in order for this community project to move forward in a location that is most suitable for a playground structure in Extension.



Report Writer



C.A.O. Concurrence

Appendix I

Regional District of Nanaimo /
Extension and District Recreation Commission Society
Extension Playground – MoTI Right of Way

Sub Licence Agreement

SUB LICENCE OF ROAD USE PERMIT

THIS AGREEMENT made the ___ day of _____, 2015,

BETWEEN:

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

(the "**Regional District**")

OF THE FIRST PART

AND:

Extension and District Recreation Commission
670 Muzwell Hill
Nanaimo, British Columbia
V9X 1G2

(the "**Commission**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District has obtained Permit No. 2015-01581 (the "**MOTI Permit**") from the Ministry of Transportation and Infrastructure ("**MOTI**") permitting the construction and maintenance of a playground structure in the undeveloped MOTI right of way located beside the Land, a copy of which is attached as Schedule "A" to this Agreement;
- B. The Commission wishes to construct a playground structure partly in the Encroachment Area, in the form as shown on Drawing PF13048R0.pdf, a copy of which is attached as Schedule "B" to this Agreement;
- C. MOTI has consented to the Regional District and the Commission entering into this Agreement

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

1.0 DEFINITIONS

- 1.1 “**Encroachment Area**” means the portion of the undeveloped MOTI right of way located beside 2140 Ryder Street in the Regional District of Nanaimo;
- 1.2 “**Structure**” means the playground structure contemplated in the MOTI Permit, a copy of which is attached as Schedule “B” to this Agreement

2.0 TERMS AND CONDITIONS OF SUB-LICENCE

- 2.1 The Regional District, subject to the performance and observance by the Commission of the terms, conditions, covenants and agreements contained in this Agreement and to earlier termination as provided in this Agreement, grants to the Commission a non-exclusive right by way of licence for the Commission, its agents, employees, and invitees to use the Encroachment Area for the purpose of constructing and maintaining the Structure and for no other purpose.
- 2.2 Except to the extent permitted herein, the Commission will ensure that the Structure at all times conforms with all legislation applicable to the Structure with respect to the construction and maintenance of the Structure and all specifications by regulatory bodies having jurisdiction over the Structure.
- 2.3 The Regional District hereby reserves to itself from the grant and the covenants made by it to the Commission under Section 2.1 above the right for the Regional District and MOTI, and their respective agents, employees, contractors, subcontractors, representatives, invitees, successors and assigns to have full, complete and unrestricted access to the Encroachment Area at all times as determined in their sole discretion.
- 2.4 Where the Structure comes in contact with any bridge, culvert, ditch or other existing work (the “**Existing Works**”) the Commission will ensure that the Structure is properly maintained and supported in such manner as not to interfere with the proper functions of the Existing Works during the existence of the Structure.
- 2.5 The Commission will at all times take every possible precaution to ensure the safety of the public, and if requested by the Regional District, will ensure that the Structure and all excavations, materials or other obstructions in connection with the Structure are fenced, illuminated, and guarded.
- 2.6 The Commission acknowledges that this Sub Licence is granted only for such times as the Encroachment Area is within the jurisdiction of the Regional District. This Sub Licence must not be construed as being granted for all time, and does not vest in the Commission any right, title or

interest in or to the Encroachment Area. If the Encroachment Area becomes included within an incorporated municipality or city, this Sub-Licence is terminated unless the Highway on which the Structure is located is classified as an Arterial Highway pursuant to section 45 of the *Transportation Act*.

- 2.7 This Sub Licence may be cancelled at any time without recourse at the discretion of the Regional District by 29 days notice in writing in the manner herein provided. Not later than 89 days after the date on which this notice has been given by or on behalf of the Regional District, the Commission must ensure that all work has been completed in connection with the removal, moving or alteration of the Structure in the manner required by any notice. All costs of removing, moving or altering the Structure must be borne by the Commission.
- 2.8 Where any public works are contemplated the Commission will cooperate with any person designated by the Regional District in connection with any construction, extension, alteration or improvement of the public works involving the Encroachment Area.
- 2.9 The Commission acknowledges that the Regional District and any elected officials, employees, agents or contractors of the Regional District will not be responsible for any damage to the Structure or any property of the Commission and the Commission hereby expressly waives any claim for damages and forever releases and discharges all such persons with respect thereto.
- 2.10 The permission herein granted to the Commission will be in force only during such time as the Structure is used, maintained and owned by the Commission in strict compliance with this Sub Licence. The Commission will notify the Regional District if the Land is offered for sale and inform any purchasers of the Land of this Sub Licence prior to sale. The Commission will remain liable to the Regional District hereunder until such time as a subsequent permittee has agreed to assume the same liabilities and obligations with respect to the Structure.
- 2.11 This Sub Licence is valid only for the Structure as described herein. The Commission acknowledges that routine maintenance of the Structure is permitted but the Structure must not be expanded, increased, or its use changed in any way except as provided for in section 2.5 of this Sub-Licence.
- 2.12 The attached plan, PF13048R0.pdf, showing the location or position of the Structure constitutes a part of this Sub Licence and any change without prior consent of the Regional District will forthwith render this Sub Licence terminated subject to section 2.19 of this Sub Licence.

- 2.13 The Licensee will notify the Regional District of any damage done to the Structure. If in the opinion of the Regional District the Structure is destroyed or damaged such that reconstruction within the Encroachment Area is unwarranted this Sub Licence is terminated. The Structure must not be replaced or reconstructed on the Highway or in the Encroachment Area.
- 2.14 The Commission shall be solely responsible for all loss or damage arising or occurring out of any act or omission, including the use, possession, control and custody, or any of them, of the Encroachment Area, of or by the Commission, or the heirs, executors, administrators and assigns of the Commission, and shall indemnify and save harmless the Regional District, together with the elected officials, employees, agents and contractors of the Regional District, from and against any and all losses, claims, liabilities, demands, damages, actions, causes of action, costs and expenses, fines, penalties, assessments, and levies that the Regional District or any of the employees, agents or contractors of the Regional District may sustain, incur, suffer or be put to at any time or times (whether before or after the expiration or sooner termination of this Sub Licence).
- 2.15 The Commission will not interfere with any Highway or public works without separate written permission issued by the Regional District.
- 2.16 All notices required to be given hereunder by the Regional District will be effectively given if sent by mail to the address of the Commission shown below and must be deemed to have been given at 12:00 noon on the third day after mailing. Notices to be given to the Regional District by the Commission will be effectively given if delivered to the Regional District and must be effectively given upon delivery.
- 2.17 No termination or cancellation of this Sub Licence will relieve or abate the obligations of the Commission contained herein arising prior to such termination or cancellation all of which must survive the termination or cancellation of the Sub Licence and must constitute continuing obligations of the Commission.
- 2.18 No variation or alteration of the Sub Licence will be effective unless in writing signed by or on behalf of the authority of the Regional District.
- 2.19 The Commission shall obtain and maintain during the term of this Sub Licence and at the Commission's own expense, liability insurance against third party claims arising as a result of the Licensee's possession, use, control and/or custody of the Encroachment Area.

Such liability insurance shall have coverage limits of not less than \$10,000,000 for bodily injury, including death, and property damage and shall be endorsed as follows:

It is understood and agreed that the Regional District, together with its elected officials, employees, agents and servants of the Regional District, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured.

The policy shall contain a cross liability clause and a clause giving notice of cancellation or material alteration to the Regional District.

The Commission shall submit evidence satisfactory to the Regional District that the above insurance has been obtained and remains in force and effect.

- 2.20 Any reference to a party includes heirs, executors, administrators and assigns.
- 2.21 Please be advised that in the event of future road widening, MOTI may ask the Regional District to re-locate or remove the permitted Structure. The Commission shall re-locate or remove the permitted Structure at the Commission's expense.
- 2.22 The Commission is responsible for maintaining positive drainage in the area covered by this Sub Licence.
- 2.23 All work is to be carried out to the satisfaction of the Regional District.
- 2.24 All works covered by this Sub Licence shall conform to the requirements of the MOTI TRAFFIC CONTROL MANUAL FOR WORKS ON ROADWAYS and the UTILITY POLICY MANUAL.
- 2.25 A copy of the Sub Licence is to be kept by the field supervisor for the construction of the Structure, in order that he is aware of all sub-licence conditions.
- 2.26 Should survey monuments be damaged or destroyed, they shall be replaced by a B.C. Land Surveyor, at the Commission's expense.
- 2.27 The Commission is to contact all utility companies to determine if any underground or overhead works are within or near the area of the project. The Regional District is not responsible for any damages to the waterline if/when working on any projects within the Right of Way.
- 2.28 This Sub Licence is issued subject to the receipt of all other permissions required by all proper authorities.
- 2.29 Road surfaces, shoulders, ditches and back slopes to be restored to original condition upon completion of the works to the satisfaction of the Regional District.

The Commission must reseed the Encroachment Area to the satisfaction of the Regional District. Seed mixture, quality and rate of application and method to be consistent with the latest edition of the Standard Specifications for Highway Construction.

- 2.30 This Sub Licence in no way grants exclusive use to the Commission for any portion of the access on the Encroachment Area.
- 2.31 This Sub Licence in no way relieves the owner or occupier of the responsibility from adhering to all other legislation, including zoning, and other land use bylaws of a municipality or regional district.
- 2.32 The Commission shall take all reasonable precautions to attempt to ensure the safety of the public in connection with the use of the Encroachment Area. In particular, but not so as to limit this obligation, the Commission shall, if so required by the Regional District on reasonable grounds, prepare and implement a traffic control plan. The contents of the plan and the manner in which it is implemented must meet the reasonable satisfaction of the Regional District.
- 2.33 The Commission will ensure that the works do not impair, impede or otherwise interfere with:
- (a) public passage on the Highways;
 - (b) the provision of highway maintenance services by the Province, or by its servants, contractors, agents or authorized representatives of the Province in connection with the Highways; or
 - (c) the operation of the Highways.
- 2.34 Should the said Structure be destroyed, removed or dismantled, this Sub Licence is automatically cancelled and another sub-licence will not necessarily be granted.

3.0 RESERVATION OF RIGHTS AND TERMS OF HEAD LICENCE

- 3.1 The Commission acknowledges and agrees that it has no greater interest in the Encroachment Area than the Regional District under the MOTI Permit. To the extent that any right or benefit conferred by this Agreement contravenes or is incompatible with the MOTI Permit, such right or benefit shall be deemed to be amended or modified so as not to contravene or be incompatible with the MOTI Permit.
- 3.2 The Commission covenants and agrees with the Regional District:
- (a) to perform all of the obligations of the Regional District as the Licensee under the MOTI Permit;

- (b) to comply with and observe all other terms and conditions in the MOTI Permit that the Regional District agrees to thereunder; and
- (c) not to do or omit to do any act in or around the Encroachment Area that would cause a breach of the Regional District's obligations under the MOTI Permit.

3.3 The determination of any state of facts, the promulgation of any rules or regulations, or the taking of any other action or exercise of any other rights under the MOTI Permit that is permitted to MOTI will, upon written notice to the Commission of such action or exercise, be binding upon the Commission and the Encroachment Area.

4.0 PERMIT FEE

4.1 In consideration of the right to use granted under this Agreement the Commission shall pay to the Regional District the sum of Five Dollars (\$5.00) in each year of the Term (the "**Sub Licence Fee**") payable on the 1st day of October in each year of the Term.

5.0 TERM

5.1 The term of the Sub-Licence granted under this Agreement shall be for a term that is the shorter of ten (10) years less three days, commencing on [insert date] and expiring on [insert date]; or one day less than the expiry of the MOTI Permit (the "**Term**"), unless terminated earlier pursuant to the terms and conditions of this Agreement.

6.0 CONSTRUCTION

6.1 The Commission must not construct or place any buildings, structures or improvements on the Encroachment Area other than the Structure, and:

- (a) prior to such construction and/or placement, the Commission must obtain the Regional District's approval in writing of the site plans, working drawings, plans, specifications, and elevations with respect to such construction and/or placement, such approval not to be unreasonably withheld;
- (b) prior to such construction and/or placement, the Commission has obtained all applicable municipal permits, approvals and authorizations from the local government authority having jurisdiction over the Encroachment Area;
- (c) during such construction and/or placement, the Commission obtains all applicable inspections from the applicable local government authority, and carries out and completes its work in accordance with all applicable laws and bylaws;

- (d) all constructions and/or placement conforms with all applicable provincial and federal standards and are in accordance with applicable provincial and federal laws and regulations; and
 - (e) promptly following completion of construction, the Commission delivers a complete set of final as-built drawings of the works on the Encroachment Area to the Regional District.
- 6.2 The Commission must not erect any signage in the Encroachment Area without first obtaining the prior written approval of the Regional District, acting reasonably. The Commission acknowledges that the Regional District shall not provide approval without the prior written approval of the MOTI.
- 6.3 The Commission accepts the Encroachment Area in its “as is, where is” condition on the commencement date of the Term, including without limitation the environmental condition of the Encroachment Area.

7.0 WORKERS COMPENSATION

- 7.1 The Commission will register for and maintain workers compensation coverage in accordance with the *Workers Compensation Act* (British Columbia) (the “***Workers Compensation Act***”), including, if applicable, Personal Optional Protection coverage, during the Term of the Sub Licence and during any period of construction in the Encroachment Area during the Term and will provide proof of coverage to the Regional District upon the request of the Regional District.
- 7.2 The Commission alone will at all times be responsible for the safety of its employees while on the Encroachment Area and for the safety, adequacy, efficiency and sufficiency of its machines, apparatus and equipment. All work in the Encroachment Area must comply with all applicable regulations, policies, orders and directives of the Workers Compensation Board of British Columbia.
- 7.3 The Commission agrees with the Regional District that for the Term of the Sub Licence granted herein the Commission will be the “prime contractor” as defined in the *Workers Compensation Act* with respect to the Licence Area.
- 7.4 The Commission will indemnify the Regional District for any costs, fines, expenses and penalties that the Regional District is required to pay as a result of or arising from the Commission’s activities in the Encroachment Area which are in breach of the *Workers Compensation Act* or any regulation, order or directive under the *Workers Compensation Act*.

8.0 NOTICE OF INJURY OR ACCIDENT

- 8.1 The Commission will provide the Regional District with prompt written notice of any injury or accident occurring in or near the Encroachment Area, and take immediate and reasonable steps to secure the area and mitigate the risk of any further injury or accident re-occurring, all to the satisfaction of the Regional District, acting reasonably.

9.0 RELEASE

- 9.1 The Commission hereby releases and forever discharges the Regional District and its elected officials, appointed officers, employees, representatives, agents successors and assigns from any and all claims, demands, actions, suits or other proceedings which the Commission may have in any matter whatsoever with respect to the Encroachment Area, including any claims or demands for loss of or damage to machines or equipment brought onto the Licence Area or injuries or death to persons on the Encroachment Area, pursuant to this Sub Licence. This release will survive the expiry or earlier termination of this Agreement.

- 9.2 Except to the extent attributable to the negligence of the Regional District or those for whom it is responsible in law, the Regional District will not be liable for any personal injury, death or property loss or damage sustained by the Commission, or its employees, agents, representatives, invitees, or those doing business with the Commission, and the Commission hereby releases the Regional District and its elected officials, appointed officers, employees, representatives, agents, successors and assigns from all claims for damages or other expenses arising out of such personal injury, death or property loss or damage and will indemnify and hold harmless the Regional District and its elected officials, appointed officers, employees, representatives, agents successors and assigns against all actions or liabilities arising out of such personal injury, death or property damage or loss.

- 9.3 Each party shall forthwith, upon receiving any notice of any suit brought against it in connection with the Encroachment Area, deliver to the other full particulars thereof and render all reasonable assistance requested by the other in defense thereof.

10.0 TERMINATION UPON DEFAULT

- 10.1 If the Commission is in default of payment of the Sub Licence Fee, or is in breach of any term of this Agreement, and if the default continues for five (5) days after the Regional District gives Notice of such default to the Commission, then the Regional District may terminate this Agreement upon further Notice to the Commission, and the rights of the Commission with respect to the Encroachment Area will upon such termination lapse

and be absolutely forfeited, provided that such termination shall not release or diminish any obligations accrued prior to such termination.

11.0 FORFEITURE

11.1 The Regional District, by waiving or neglecting to enforce its right to forfeiture under this Agreement, does not waive the Regional District's rights under this Agreement with respect to any other breach by the Commission of any provision of this Agreement.

12.0 ENVIRONMENTAL MATTERS

12.1 For the purposes of this Section 12.0:

- (a) **"Contaminants"** means any pollutants, contaminants, deleterious substances, underground or above-ground tanks, asbestos materials, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance which is now or hereafter prohibited, controlled, or regulated under Environmental Laws; and
- (b) **"Environmental Laws"** means any statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any governmental authority having jurisdiction over the Licence Area now or hereafter in force relating in any way to the environment, environmental assessment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity.

12.2 The Commission covenants and agrees as follows:

- (a) not to use or permit to be used all or any part of the Encroachment Area for the sale, storage, manufacture, handling, disposal, use, or any other dealing with any Contaminants, without the prior written consent of the Regional District, which consent may be arbitrarily withheld;
- (b) to strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Encroachment Area by the Commission;
- (c) to promptly provide to the Regional District a copy of any environmental site assessment, audit, report, or test results relating to the Encroachment Area conducted by or for the Commission at any time;
- (d) to maintain all environmental site assessments, audits, reports, and test results relating to the Encroachment Area in strict confidence

and not to disclose their terms or existence to any third party (including without limitation any governmental authority) except as required by law, to the Commission's professional advisers and lenders on a need-to-know basis, or with the prior written consent of the Regional District, which consent may be arbitrarily and unreasonably withheld;

- (e) to promptly notify the Regional District in writing of any release of a Contaminant or any other occurrence or condition at the Encroachment Area or any adjacent property which could contaminate the Encroachment Area or subject the Regional District or the Commission to any fines, penalties, orders, investigations, or proceedings under Environmental Laws;
- (f) on the expiry or earlier termination of this Agreement, or at any time if requested by the Regional District or required by any governmental authority under Environmental Laws:
 - (i) to remove from the Encroachment Area all Contaminants; and
 - (ii) to remediate by removal any contamination of the Encroachment Area or any adjacent property resulting from Contaminants

in either case brought onto, used at, or released from the Licence Area by the Commission, or its employees, agents, representatives, invitees, or those doing business with the Commission, or any person for whom the Commission is in law responsible. The Commission shall perform these obligations promptly at its own cost and in accordance with Environmental Laws. All such Contaminants shall remain the property of the Commission, notwithstanding any rule of law or other provision of this Agreement to the contrary and notwithstanding the degree of their affixation to the Encroachment Area; and

- (g) to indemnify and save harmless the Regional District and its elected officials, appointed officers, employees, agents, representatives, successors, and assigns from any and all liabilities, actions, damages, claims, remediation cost recovery claims, losses, costs, orders, fines, penalties and expenses whatsoever, including all legal and consultants' fees and expenses and the cost of remediation of the Encroachment Area and any adjacent property, arising from or in connection with:
 - (i) any breach of or non-compliance with the provisions of this Section 12.0 by the Commission; or

- (ii) any release or alleged release of any Contaminants at or from the Licence Area related to or as a result of the use and occupation of the Licence Area or any act or omission of the Commission or any person for whom it is in law responsible.

12.3 The obligations of the Commission under this Section 12.0 shall survive the expiry or earlier termination of this Agreement.

13.0 REMEDIAL ACTION

- 13.1 (a) If the Commission fails to do anything required of the Commission under this Agreement (a "**Commission Requirement**"), the Regional District may fulfill or complete the Commission Requirement at the cost of the Commission and may, if necessary, by its agents, officers, employees or contractors, enter onto the Licence Area to fulfill and complete all or part of the Commission Requirement as the Regional District determines in its sole discretion.
- (b) The Commission releases the Regional District, its elected officials, appointed officers, employees, representatives, agents, successors and assigns from and waives any claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability which the Commission may have against any or all of them in respect of an act of the Regional District under this section except insofar as such claim, right, remedy, action, cause of action, loss, damage, expense, fee or liability arises from the gross negligence of the Regional District, its elected officials and appointed officers, employees, agents, representatives or contractors.

14.0 TREE CUTTINGS, EXCAVATIONS AND HAZARDOUS SUBSTANCES

- 14.1 (a) The Commission must not carry on or do or allow to be carried on or done on the Encroachment Area any cutting, clearing or removal of trees, bushes or other vegetation or growth or any excavation or disturbance of the surface of the Encroachment Area and must not bring on or deposit any soil or fill on the Encroachment Area except with the prior written consent of the Regional District, or as reasonably necessary in connection with the works set out in Section 2.1 of this Agreement.
- (b) The Commission must not bring on, deposit, store, spray or apply or cause or permit to be brought on, deposited, stored, sprayed or applied on or to the Licence Area or any trees, bush or vegetation on the Encroachment Area any chemical fertilizer, herbicide, pesticide or other chemical or petroleum product or any substance which is capable of contaminating the Encroachment Area.

15.0 NO COMPENSATION

- 15.1 The Commission is not entitled to compensation for any loss, including economic loss, or injurious affection or disturbance resulting in any way from the termination of the Sub Licence or the loss of the Commission's interest in any building, structure or improvement built or placed on the Encroachment Area.

16.0 MISCELLANEOUS

- 16.1 (a) The Commission covenants with and represents to the Regional District that the execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary governmental and/or statutory action of the Commission, and this Agreement constitutes a legal, valid and binding obligation of the Commission, enforceable against the Commission in accordance with its terms.
- (b) In consideration of being granted access to and use of the Encroachment Area, the Commission agrees to be bound by the terms and conditions of this Agreement and, if the Commission represents a group or organization, the Commission agrees to inform all responsible persons associated with the group or organization of the terms and conditions of this Agreement.
- (c) Waiver by a party hereto of a default of the other party or any right of a party hereto does not constitute a waiver of any subsequent default or other right and will not constitute a continuing waiver unless otherwise provided.
- (d) This Sub Licence is personal to the Commission and the Commission may not assign its interest to any other person without the prior written consent of the Regional District, which consent may be withheld by the Regional District in its sole discretion.
- (e) Words importing the singular or neuter in this Agreement include the plural or the feminine or the masculine or the body politic or corporate or statutory where the context requires.
- (f) The headings to the sections 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.

- (g) This Agreement must be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- (h) All provisions of this Agreement are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph.
- (i) Unless the contrary intention is explicitly stated, a provision in this Agreement granting the Regional District a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the Regional District in its sole discretion.
- (j) This is the entire agreement between the parties with respect to the Sub Licence granted herein.
- (g) Time is of the essence of this Agreement.
- (h) No amendments to this Agreement will be binding on the parties unless mutually agreed by the parties, made in writing and executed by the signing authority for each party.
- (i) Each of the parties, and each person acting for either of them in doing any act or making any determination under this Agreement, will act reasonably, in good faith and in accordance with commercially reasonable standards.
- (j) If the parties have any dispute with respect to any issue in this Agreement, such dispute shall be determined by the arbitration of one arbitrator (to be selected by mutual agreement of the Regional District and the Commission under the *Arbitration Act* (British Columbia) and amendments thereto, or any like statute in effect from time to time, and the decision of such arbitrator will be final and binding upon the parties. The cost of such arbitration will be awarded in the arbitrator's discretion. Except as otherwise provided for herein, the provisions of the *Arbitration Act* (British Columbia) will apply.
- (k) This Agreement may be executed in counterparts, with the same effect as if the parties had signed the same document. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first set forth above. In addition, this Agreement may be executed by the parties and delivered by facsimile or other electronic transmission and if so executed and delivered this Agreement will be for all purposes as effective as if the parties had delivered an originally executed Agreement.

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

REGIONAL DISTRICT OF NANAIMO, by its)
authorized signatories:)
)

_____)
Name:)
)

_____)
Name:)

**EXTENSION AND DISTRICT RECREATION)
COMMISSION**, by its authorized signatories:)

_____)
Name:)
)

_____)
Name:)

SCHEDULE "A"

MOTI PERMIT



BRITISH
COLUMBIA

Ministry of Transportation
and Infrastructure

Permit/File Number: 2015-01581

Office: Vancouver Island District

PERMIT TO AUTHORIZE EXISTING STRUCTURES CONSTRUCTED WITHIN THE RIGHT-OF-WAY OF A PROVINCIAL PUBLIC HIGHWAY

PURSUANT TO TRANSPORTATION ACT AND/OR THE INDUSTRIAL ROADS ACT AND/OR THE
MOTOR VEHICLE ACT AND/OR AS DEFINED IN THE NISGA'A FINAL AGREEMENT AND THE
NISGA'A FINAL AGREEMENT ACT.

BETWEEN:

The Minister of Transportation and Infrastructure

Vancouver Island District
Third Flr
2100 Labieux Road
Nanaimo, BC V9T 6E9
Canada

("The Minister")

AND:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2
Canada

("The Permittee")

WHEREAS:

- A. The Minister has the authority to grant permits for the auxiliary use of highway right of way, which authority is pursuant to both the Transportation Act and the Industrial Roads Act, the Motor Vehicle Act, as defined in the Nisga'a Final Agreement and the Nisga'a Final Agreement Act.
- B. The Permittee has requested the Minister to issue a permit pursuant to this authority for the following purpose:

To construct and maintain the structure comprising of a playground on a portion of the undeveloped Ministry of Transportation and Infrastructure right of way located beside 2140 Ryder Street. The structure is part of a legal lot described as LOT 1, BLOCK 2, SECTION 12, RANGE 2, CRANBERRY DISTRICT, PLAN 716 adjacent to the Encroachment Area. The design and placement of equipment will follow drawing PF13048R0.pdf as submitted with the permit application. The encroachment is 27.1m in length on the south side of the ROW.

The Minister is prepared to issue a permit on certain terms and conditions:

ACCORDINGLY, the Minister hereby grants to the Permittee a permit for the Use (as hereinafter defined) of highway right of way on the following terms and conditions:

1. Except to the extent permitted herein, the Permittee will ensure that the Structure at all times conforms with all legislation applicable to the Structure with respect to the construction and maintenance of the Structure and all specifications by regulatory bodies having jurisdiction over the Structure.
2. The Regional Director, as appointed from time to time by the Minister, having jurisdiction with respect to the Encroachment Area, or such person as the Minister may from time to time designate must have full and free access at any and all times to inspect the Structure or for such other purposes as the Regional Director may consider necessary.
3. Where the Structure comes in contact with any bridge, culvert, ditch or other existing work (the "Existing Works") the Permittee will ensure that the Structure is properly maintained and supported in such manner as not to interfere with the proper functions of the Existing Works during the existence of the Structure.
4. The Permittee will at all times take every possible precaution to ensure the safety of the public, and if requested by the Regional Director ensures that the Structure and all excavations, materials, or other obstructions in connection with the Structure are fenced, illuminated, and guarded.
5. The Permittee acknowledges that this Permit is granted only for such times as the Encroachment Area is within the jurisdiction of the Minister. This permit must not be construed as being granted for all time, and does not vest in the Permittee any right, title, or

Page 1 of 3



interest in or to the Encroachment Area. If the Encroachment Area becomes included within an incorporated municipality or city, this Permit is terminated unless the Highway on which the Structure is located is classified as an Arterial Highway pursuant to Section 45 of the Transportation Act.

6. This Permit may be cancelled at any time without recourse at the discretion of the Regional Director by 30 days notice in writing in the manner herein provided. Not later than 90 days after the date on which this notice has been given by or on behalf of the Minister, the Permittee must ensure that all work has been completed in connection the removal, moving or alteration of the structure in the manner required by any notice. All costs of removing, moving or altering the Structure must be borne by the Permittee.
7. Where any public works are contemplated the Permittee will cooperate with any person designated by the Regional Director in connection with any construction, extension, alteration or improvement of the public works involving the Encroachment Area.
8. The Permittee acknowledges that the Minister and any employees, agents or contractors of the Minister will not be responsible for any damage to the Structure or any property of the Permittee and the Permittee hereby expressly waives any claim for damages and forever releases and discharges all such persons with respect thereto.
9. The permission herein granted to the Permittee will be in force only during such time as the Structure is used, maintained and owned by the Permittee in strict compliance with this Permit. The Permittee will notify the Minister if the Property is offered for sale and inform any purchasers of the Property of this Permit prior to sale. The Permittee will remain liable to the Minister hereunder until such time as a subsequent permittee has agreed to assume the same liabilities and obligations with respect to the Structure.
10. This Permit is valid only for the Structure as described herein. The Permittee acknowledges that routine maintenance of the Structure is permitted but the Structure must not be expanded, increased, or its use changed in any way except as provided for in section 4 of this permit.
11. The attached plan, pf13048r0.pdf, showing location or position of the Structure constitutes a part of this Permit and any change without prior consent of the Regional Director will forthwith render this Permit terminated subject to section 18 of this Permit.
12. The Permittee will notify the Regional Director of any damage done to the Structure. If in the opinion of the Regional Director the Structure is destroyed or damaged such that reconstruction within the encroachment area is unwarranted this permit is terminated. The Structure must not be replaced or reconstructed on the Highway or in the Encroachment Area.
13. The Permittee shall be solely responsible for all loss or damage arising or occurring out of any act or omission, including the use, possession, control and custody, or any of them, of the Encroachment Area, or of by the Permittee, or the heirs, executors, administrators, and assigns of the Permittee, and shall indemnify and save harmless the Minister, together with the employees, agents, and contractors of the Minister, from and against any and all losses, claims, liabilities, demands, damages, actions, causes of action, costs and expenses, fines, penalties, assessments, and levies that the Minister or any of the employees, agents or contractors of the Minister may sustain, incur, suffer or be put to at any time or times (whether before or after the expiration or sooner termination of this Permit).
14. The Permittee will not interfere with any Highway or public works without separate written permission issued by the Regional Director.
15. All notices required to be given hereunder by the Minister will be effectively given if sent by mail to the address of the Permittee shown below and must be deemed to have been given at 12:00 noon on the third day after mailing. Notices to be given to the Minister by the Permittee will be effectively given if delivered to the Regional Director and must be effectively given upon delivery.
16. No termination or cancellation of this Permit will relieve or abate the obligations of the Permittee contained herein arising prior to such termination or cancellation all of which must survive the termination or cancellation of the Permit and must constitute continuing obligations of the Permittee.
17. No variation or alteration of the Permit will be effective unless in writing signed by or with the authority of the Minister.
18. The Permittee shall obtain and maintain during the term of this Permit and at the Permittee's own expense, liability insurance against third party claims arising as a result of the Permittee's possession, use, control and/or custody of the Encroachment Area.

Such liability insurance shall have coverage limits of not less than \$10,000,000 for bodily injury, including death, and property damage and shall be endorsed as follows:

It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure, together with the employees, agents and servants of the Minister, hereinafter referred to as the Additional Named Insured, is added as an Additional Named Insured.

The policy shall contain a cross liability clause and a clause giving notice of cancellation or material alteration to the Minister.

The Permittee shall submit evidence satisfactory to the Minister that the above insurance has been obtained and remains in

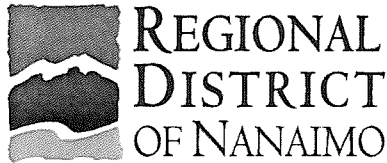


- force and effect.
- 19. Any reference to a party includes heirs, executors, administrators and assigns.
- 20. Please be advised that in the event of future road widening, the Ministry of Transportation may ask the applicant to re-locate or remove the permitted structure at the applicant's expense.
- 21. The Ministry of Transportation and Infrastructure and/or the Maintenance Contractor shall not be held accountable for any damage(s) to said structure, however caused, damage to ROW, or injury to persons from using permitted structure.
- 22. The permittee is responsible for maintaining positive drainage in the area covered by this permit.
- 23. All work is to be carried out to the satisfaction of the District Manager, Ministry of Transportation and Infrastructure.
- 24. All works covered by this permit shall conform to the requirements of the Ministry of Transportation and Infrastructure TRAFFIC CONTROL MANUAL FOR WORKS ON ROADWAYS and the UTILITY POLICY MANUAL.
- 25. A copy of the permit is to be kept by the field supervisor, in order that he is aware of all permit conditions.
- 26. Should survey monuments be damaged or destroyed, they shall be replaced by a B.C. Land Surveyor, at the permittee's expense.
- 27. Permittee to contact all Utility Companies to determine if any underground or overhead works are within or near the area of the project. Ministry is not responsible for any damages to the waterline if/when working on any projects within the Right-of-Way.
- 28. This permit is issued subject to the receipt of all other permissions required by all proper authorities.
- 29. Road surfaces, shoulders, ditches and back slopes to be resorted to original condition upon completion of the works to the satisfaction of the District Official, Ministry of Transportation & Infrastructure.
Right of way to be reseeded to satisfaction of the District Official, Ministry of Transportation and Infrastructure. Seed mixture, quality and rate of application and method to be consistent with the latest edition of the Standard Specifications for Highway Construction
- 30. This permit in no way grants exclusive use to the permittee for any portion of the access on right-of-way.
- 31. This permit in no way relieves the owner or occupier of the responsibility from adhering to all other legislation, including zoning, and other land use bylaws of a municipality or regional district.
- 32. The Permittee shall take all reasonable precautions to attempt to ensure the safety of the public in connection with the Use. In particular, but not so as to limit this obligation, the Permittee shall, if so required by the Designated Ministry Official on reasonable grounds, prepare and implement a traffic control plan. The contents of the plan and the manner in which it is implemented must meet the reasonable satisfaction of the Designated Ministry Official.
- 33. The Permittee will ensure that the works do not, impair, impede or otherwise interfere with: I. public passage on the Highways; II. the provision of highway maintenance services by the Province, or by its servants, contractors, agents or authorized representatives of the Province in connection with the Highways; or III. the operation of the Highways;
- 34. The rights granted under this permit are for an indefinite period.
Should the said structure be destroyed, removed or dismantled, this permit is automatically cancelled and another permit will not necessarily be granted.
- 35. If the Permittee proceeds on this permit, it is deemed that all terms and conditions have been accepted.
- 36.

The rights granted to the Permittee in this permit are to be exercised only for the purpose as defined in Recital B on page 1.

Dated at Nanaimo, British Columbia, this 21 day of May, 2015

Tallina McRae
District Operations Technician and Area Manager
On Behalf of the Minister



RDN REPORT		1/1
CAO APPROVAL		
EAP		
COW		
AUG 18 2015		
RHD		
BOARD	✓	

STAFF REPORT

TO: Paul Thorkelsson
Chief Administrative Officer

DATE: August 18, 2015

FROM: Randy Alexander
General Manager, Regional & Community Services

MEETING: CoW, September 8, 2015

FILE: 5330-20-GNPCC Land Outfall

SUBJECT: Greater Nanaimo Pollution Control Centre Treated Effluent Outfall Repair

RECOMMENDATION(S)

That the Board directs staff to proceed immediately with installation and commissioning of the new land portion of the Greater Nanaimo Pollution Control Centre (GNPCC) outfall, through Morningside Park.

PURPOSE

To obtain Board approval to proceed, on an emergency basis, with actions to address the risk of further treated wastewater effluent leaks from the existing outfall line through Morningside Park in Nanaimo.

BACKGROUND

On July 29, 2015, the latest in a series of leaks in the GNPCC treated effluent outfall line was discovered, and repaired at the shoreline of Morningside Park in Nanaimo. Island Health water monitoring did not identify any exceedences of health standards. An illustration of the outfall line through Morningside Park, and locations of recent leaks is provided in Figure 1.

We can expect further leaks of increasing severity over the next 12 months. Visual inspections during repairs last week confirm the fragile condition of the pipe. Leaks have the potential to impact the surrounding properties, environment and public health, and are of concern to the community and local First Nations.

The GNPCC outfall is a 36-inch diameter epoxy-coated steel pipe, installed in 1973. The outfall carries up to 100 million litres per day of treated effluent a distance of 2.5 kilometers, to its discharge point 70 meters below sea level near Five Fingers Island in the Strait of Georgia. The outfall piping has reached the end of its functional life, and is experiencing repeated failures. Failures are the result of deterioration of the internal coating, and subsequent corrosion. These failures are increasing in complexity, environmental risk and cost.

In 2013, the Regional District of Nanaimo (RDN) Board approved allocation of \$18 million for replacement of the outfall. Installation of the new land portion, up to Morningside Park was completed in 2014. Installation of the remaining land and marine portions is currently scheduled for 2016 due to weather and Department of Fisheries and Oceans (DFO) fisheries constraints.

Staff have considered the benefits and risks of the following options prior to recommending Option 5 as the most appropriate approach to ensure the risks of further leaks are addressed:

1. **Do nothing.**
Further leaks are expected over the next 12 months. Leaks are expensive and difficult to repair, and have the potential to significantly impact human health, the environment, and property.
2. **Encase deteriorating sections of outfall in concrete.**
Technically challenging. High risk excavation under foundations of neighboring property. High cost, over and above established budget. Requires additional financial investment in the line to be abandoned.
3. **Install temporary liner in pipe.**
Extremely difficult to install. Unable to effectively fuse liner to pipe, high risk of liner pulling away and plugging outfall. Requires additional financial investment in the line to be abandoned.
4. **Install temporary bypass around section prone to leaks.**
High incremental cost (bypass abandoned when new outfall installed), limited area to install bypass. Requires additional financial investment in the line to be abandoned.
5. **Complete install and commissioning of land portion of new outfall as bypass.**
Minimal incremental cost, technically feasible. Schedule challenges.

The recommended Option 5 minimizes additional expenditures, as the proposed pipe work would be part of the permanent installation of the new and upgraded outfall. Engineering work is currently underway to confirm technical details. Additional rationale supporting Option 5 includes:

- Installation of the remaining land portion through the park can be undertaken at this time, independent of the marine work.
- It is clear that we can expect further leaks of increasing severity over the next 12 months. Visual inspections during repairs last week confirm the fragile condition of the pipe. Leaks are very expensive and difficult to repair (December 2014 leak repairs during high flow and tides exceeded \$100,000).
- A high level of public and media concern is evident as a result of the most recent leak.
- Leaks have the potential to impact the surrounding environment and public health, of concern to the Community and local First Nations.
- There is a limited window of opportunity to undertake the work. The work must be initiated immediately due to long lead time for delivery of pipe. Wastewater flows can only be withheld for a few hours at a time, depending on plant loading. Work in the intertidal area is generally not feasible during high tides. The work must be completed by October while wastewater flows are low, and tides and weather are favourable.

ALTERNATIVES

1. That the Board directs staff to implement Option 5.
2. That the Board provide alternate direction to staff.

FINANCIAL IMPLICATIONS

Preliminary estimates for the cost of engineering and procurement for the proposed work is in the order of \$300,000. In addition, time and material costs for the installation will be on the order of \$300,000.

The majority of these costs are included in the current project scope and costs, the timeline for the work is merely being advanced, with procurement separated from the larger project.

The recommended action minimizes additional expenditures, as the proposed pipe work would be part of the permanent installation of the new and upgraded outfall. Engineering work is currently underway to confirm technical details.

Timing constraints associated with this emergency repair preclude undertaking a tendering process. Opus Dayton Knight (ODK) are providing engineering services. ODK are currently providing design services for the new outfall. Knappett Industries are providing procurement and construction services. Knappett recently installed the new outfall line up to Morningside Park (a project awarded through tender), and has undertaken recent emergency repairs on the existing outfall line.

STRATEGIC PLAN IMPLICATIONS

The proposed actions align with the Board’s stated strategic vision and values of protecting our natural environment and minimizing negative environmental impacts. The proposed actions also ensure that the economic resources of RDN citizens are expended prudently in addressing this challenge.

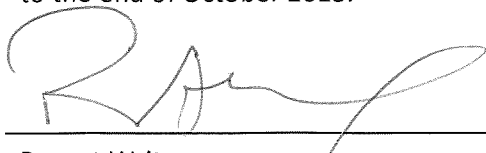
Replacement of the outfall and mitigation of the risks associated with the failing outfall align with the strategic priorities and actions of improving: the quality of treated wastewater; regional sustainability; and environmental protection.

SUMMARY/CONCLUSIONS


On July 29, 2015, the latest in a series of leaks in the GNPCC treated effluent outfall line was discovered, and repaired at the shoreline of Morningside Park in Nanaimo. It is clear that we can expect further leaks of increasing severity over the next 12 months. Visual inspections during repairs last week confirm the fragile condition of the pipe. Leaks have the potential to impact the surrounding environment and public health, and are of concern to the community and local First Nations.

Staff and RDN consultants have reviewed the current condition of the line in the Park, and with the understanding of the stress the line will come under during the winter, recommend replacement of the remaining land portion of the outfall as the best way forward in mitigating risk for the RDN and the Community. In addition, this approach minimizes the ongoing financial impact of the deteriorating line by replacing it at this time by accelerating the planned work that is included in the outfall replacement project. This is an emergent approach to the issues presented by the deteriorating line.

The recommended action minimizes additional expenditures, as the proposed pipe work would be part of the permanent installation of the new and upgraded outfall. Engineering work is currently underway to confirm technical details. Timing constraints associated with this emergency repair preclude undertaking a tendering process. Opus Dayton Knight and Knappett Industries are providing engineering, procurement and construction services. Engineering drawings are currently being prepared, and we have directed Knappett to proceed with ordering the long delivery pipe. Construction schedules are currently under development to allow for installation during suitable tide windows, prior to the end of October 2015.



Report Writer



CAO Concurrance

Figure 1: Morningside Park Outfall Leaks and Bypass Plan.

