

REGIONAL DISTRICT OF NANAIMO

**COMMITTEE OF THE WHOLE
TUESDAY, JANUARY 12, 2016
7:00 PM**

(RDN Board Chambers)

A G E N D A

PAGES

CALL TO ORDER

DELEGATIONS

- 5 **Andre Sullivan, Nanaimo Economic Development Corporation**, re Programs Provided to Date by the NEDC.
- 6-9 **Lynn deVries, Backcountry Horsemen of BC Central Vancouver Island Chapter**, re Trail Advocacy.
- 10 **Fraser Wilson, Nanaimo and Area Land Trust**, re Request for Core Funding Assistance.
- 11 **Chris Beaton, Nanaimo Aboriginal Centre**, re Request for Support for Passive House Project.

MINUTES

- 12-18 Minutes of the Regular Committee of the Whole meeting held Tuesday, November 10, 2015.

BUSINESS ARISING FROM THE MINUTES

COMMUNICATIONS/CORRESPONDENCE

- 19-32 **Steve Gordon, Ministry of Forests, Lands & Natural Resource Operations**, re Species at Risk Implementation Plans and Engagement Sessions.
- 33 **Anthony Danks, Ministry of Environment**, re Proposed New Spill Response Regime.
- 34-57 **MNP**, re Regional District of Nanaimo Audit Service Plan – Year Ending December 31, 2015.
- 58-61 **Peter Ronald, UBCM**, re 2016 Asset Management Planning Program – Grant Approval Terms and Conditions.

62 **Al Richmond, UBCM**, re Gas Tax Agreement Community Works Fund Payment.

63-65 **Wayne Pritchard, Ducks Unlimited Canada**, re Request for Support for Vancouver Island Workshop.

66 **R.K. Weir, Town of Qualicum Beach**, re French Creek Water Service Area.

STRATEGIC AND COMMUNITY DEVELOPMENT

BUILDING, BYLAW, AND EMERGENCY PLANNING

67-70 Animal Control and Licensing Amendment Bylaw 939.04, 2016.

71-74 Animal Control Amendment Bylaw 941.06, 2016.

CORPORATE SERVICES

ADMINISTRATION

75-76 Local Government Liaison – *Public Health Act*.

RECREATION AND PARKS

RECREATION

77-81 Meadowood Community Recreation Centre Alternative Construction Options.

PARKS

82-126 Mount Benson Regional Park Conservation Covenant and Termination of Contribution Agreement.

FINANCE

127-131 Bylaw No. 1739 – A Bylaw to Authorize Preparation of 2016 Parcel Tax Rolls.

132-133 Approval of Signing Authorities for General Banking and Investments.

134-140 2016 Gas Tax Transfer and Community Works Fund Program Update.

ADVISORY, SELECT COMMITTEE AND COMMISSION

Electoral Area 'G' Parks and Open Space Advisory Committee

141-143 Minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee held Wednesday, November 4, 2015 (for information).

Little Qualicum (Dashwood) Hall

That staff be requested to prepare a report outlining the options and costs for the upgrade or rebuild of the Little Qualicum Hall.

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

144-147 Minutes of the Electoral Area 'A' Parks, Recreation, and Culture Commission held Wednesday, November 18, 2015 (for information).

Grants-in-Aid

That the following Electoral Area 'A' Recreation Grants-in-Aid be approved:

Organization	Description	Amount
Cedar Family of Community Schools	For funding toward equipment for a 10 week youth empowerment program for girls in 3rd to 7th grade through fun and interactive physical activities.	\$739.74
Cedar Community Association	To purchase 32 chairs and cart to use for events at the Cedar Hall and their community activities.	\$2,128.00

District 69 Recreation Commission

148-150 Minutes of the District 69 Recreation Commission meeting held Thursday, November 19, 2015 (for information).

ADDENDUM

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

NEW BUSINESS

Directors' Roundtable

IN CAMERA

That pursuant to Sections 90 (1) (e) and (j) of the Community Charter the Committee proceed to an In Camera Meeting, for discussions related to land acquisitions and third-party business interests.

ADJOURNMENT

Re: Programs Provided to Date by the NEDC

From: Janet Anaka

Sent: Wednesday, November 18, 2015 12:02 PM

Subject: Request for Formal Presentation

Hello Mr. Thorkelsson,

On behalf of the Nanaimo Economic Development Corporation, Andre Sullivan, Chair of the Board of Directors, is requesting an opportunity to provide a formal presentation of the programs provided to date by the NEDC at your convenience, sometime in December 2015. Please let us know of a convenient date and time to schedule this presentation.

Regards,

Janet Anaka

Administrative Assistant

Nanaimo Economic Development Corporation

104 Front Street, Nanaimo BC V9R 5H7

T: 250-824-0157 | F: 250-591-2554

E: info@investnanaimo.com | W: www.investnanaimo.com

Twitter: @InvestNanaimo

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Re: Trail Advocacy

From: Kerry Marcus
Sent: Saturday, December 19, 2015 7:20 AM
To: O'Halloran, Matt
Cc: Golding, Cheryl
Subject: RE: Backcountry Horsemen of BC - Central Vancouver Island Chapter request

It seems that we would like to speak as a delegation if that is possible. Can we bring a short PowerPoint presentation? And if so, is a USB stick appropriate to bring it on?

Thanks so much,
Kerry

From: Kerry Marcus
Sent: Monday, December 14, 2015 6:15 AM
Subject: Backcountry Horsemen of BC - Central Vancouver Island Chapter request

Hello RDN staff,

The BCHBC Central Vancouver Island Chapter would like an opportunity to brief RDN Directors about our group, objectives and future aims.

We respectfully request that the attached letter be added to the agenda of the next meeting of Directors, and would appreciate your feedback on the date when that meeting will occur.

Thank you very much.

Sincerely,
Kerry Marcus
Secretary, BCHBC CVI Chapter
250-247-8066



Regional District Board of Directors

December, 2015

The intent of this letter is to introduce you to an equestrian trail advocacy group within the geographic region of the Regional District of Nanaimo .

On December 3rd, 2012, the Central Vancouver Island Chapter of the Back Country Horsemen of BC (BCHBC) provincial organization was formed. The BCHBC has a 900 Provincial membership base with representation on Provincial organizations such as the Outdoor Recreation Commission and Joint Trails and Access Committee.

The intent of this new chapter is to be a voice for trail advocacy as outlined by the parent organization, Back Country Horsemen of BC (BCHBC) . <http://bchorsemen.org/> We are a registered society under the Societies Act. BCHBC is a province-wide organization that provides an environment for equestrians who are interested in trail riding and the back country. We offer a friendly atmosphere that stresses safety, horsemanship, trail riding, and trail building. We strive to preserve and enhance the use of public lands for all equestrians

Since 2012, our CVI membership has been working with the Provincial Government to secure a horse trailer parking area at the top of Spruston Road, in order to access the extensive trail system on the Crown lands, including access to the Trans Canada Trail. Since 2012, our membership has logged close to a 1,000 hours in volunteer man hours and over \$30,000 in volunteer equipment work. In March of 2015, the Chapter signed a 5 year partnership agreement with the Provincial Government to maintain a recreation site along side the Trans Canada Trail as it crosses Spruston Road.

In both 2014 and 2015, the Endurance Riders of BC and the Competitive Trail Riders of BC hosted 25 mile and 50 mile competitive events. This brought economic value to our Region, as many of the attendees were from the mainland and north and south areas of the Island.

The following goals and accomplished have occurred;

- Improved equestrian safe access to the TCT from Haslam Creek to Spruston Road (prior to 2012, very few equestrians, if any, traverse this trail system due to extreme unsafe rock conditions)
- Work collaboratively with the Province to build a horse trailer parking area at Spruston Road
- Map all the trail access points in the area in the Spruston Road/Mackay Lake area
- Create a “horse friendly” safe crossing of the Haslam Creek to allow access to the south side of the Haslam and ties to the TCT (suspension bridges prevent equestrian use)



- Support all equestrian trail activities in the RDN, including Little Mountain, Hemer Park, Cable Bay access and other trail systems

Our Chapter's desire would be to have a strong working relationship with the Regional District's Parks and Recreation staff and its Board members on long range goals ;

- ❖ Securing an equestrian trail crossing of the Haslam Creek to access the southern portion and continuance to the Cowichan Valley Trail systems
- ❖ Secure horse trailer parking in the Nanaimo Lakes/Nanaimo River Road area to enable access to the trail network system on the north side of the Nanaimo River
- ❖ Secure a horse safe crossing of the Nanaimo River from Spruston Road and Morden Road
- ❖ Dedicate trail systems within the Little Mountain Region
- ❖ Inclusion of this ride site area on your documents and maps so as not to be excluded during planning processes

Please find attached a recent article .

Respectfully Submitted

Lynn deVries, Chair,

Central Vancouver Island Chapter

Backcountry Horsemen of BC,

trans c Backcountry Horsemen Horse Trailer Parking and Prov. Recreation Site

Building on the hard work of Nanaimo area Trans Canada Trail (TCT) volunteers, the RDN officially opened the first piece of TCT between the City of Nanaimo and the Cowichan Valley Regional District in early 2001. Key links in the still roughly developed backwoods TCT route include the Extension Ridge, Pipeline, White Pine and Haslam Trails. Most of the approximately 30 kilometres of trail is situated on private forest lands, licensed public access to which is greatly appreciated. An impressive suspension bridge over Haslam Creek was installed in 2002 and a crossing over the Nanaimo River to link north and south stretches of the RDN's TCT will be completed in the years to come.



The Back Country Horsemen of BC

By Lynn deVries, Chair, Central Vancouver Island Chapter, BCHBC

BACK COUNTRY HORSEMEN PROVINCIAL EXECUTIVE

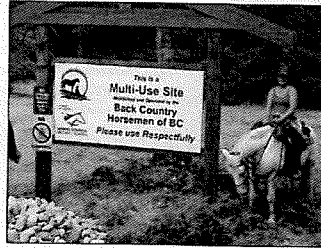
<http://bchorsemen.org>

President: Brian Wallace, president@bchorsemen.org, 250-569-2324
Vice President: Mary Huntington, rivergals@telus.net, 250-577-3555
Vice President: Lisa Galanov, lisa@owspower.ca, 250-672-0099
Vice President: Catherine Davidson, catherinedavidson@telus.net, 250-337-4085
Secretary: Rose Schroeder, milkmaid@shaw.ca, 604-854-1245
Treasurer: Karen Tanchak, kildt19@hotmail.com - 250-832-1596
Past President: Ybo Plante, farmgirlbc@gmail.com, 250-361-6290

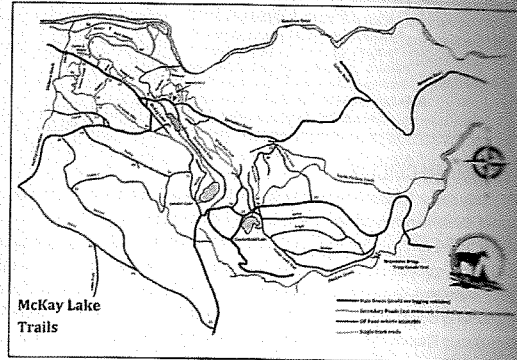
NANAIMO TRAIL RIDER'S "CROWN" JEWEL

Just 15 minutes west of the Nanaimo Airport on Vancouver Island, there lies a piece of Crown Land that local equestrians have been riding for at least 40 years. The Crown Land is bounded by private logging companies and over the years, extensive logging has removed many of the well used trails. Traversing this area is the Trans Canada Trail – most of which crossed over the private timber companies land. Seeing a decline in rideable areas and a reduced area of horse trailer parking without encountering gates, the Central Vancouver Island (CVI) Chapter was formed in December of 2012 with a focus on becoming both a stakeholder in the preservation of the Crown Land trails systems and to establish permanent infrastructure for all equestrians to use in perpetuity.

Step 1 of this process was to approach the Ministry of Recreation to acquire a Section 57 use agreement of a 3 acre "patch of broom" with the intent to clear for horse trailer parking. Step 2 was to map and maintain a trail system for the equestrians. The Chapter Chair led the way for the signed agreement and parking lot construction. Barry Franzmann, a Chapter member, led the way with the mapping and trail clearing. However, it was the dedication of the Chapter members as a whole with fund raising and work bees, along with outside volunteers such as local contractor Dwayne Carson, Todd Davidson and Island Aggregate that made this project what it today. This project was also supported by Horse Council Trail Fund Grant.



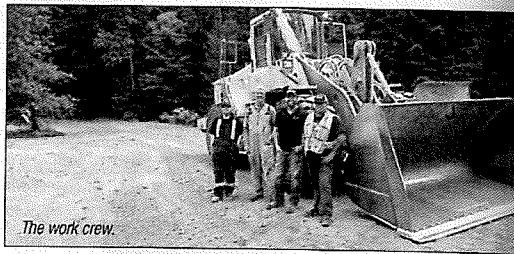
Kim at the sign.



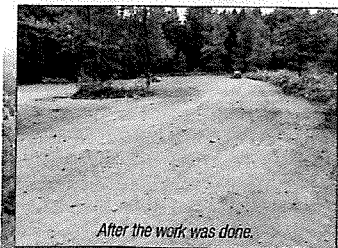
August 2014 updated map.

Under the guidance and support of Jessica McKierahan, Recreation Officer, South Coast Recreation District, Ministry of Forests, Lands and Natural Resource Operations, both the Section 57 and finally this year, the establishment of a Partnership Agreement were secured. Thanks to the Backcountry Horsemen as a Provincial Society, and their mandate Through collaboration with countless individuals, government, business and other recreational users of public land, BCHBC strives to preserve and enhance the use of public lands for all equestrians – trail groups such as the BC Competitive Trail Riders and the Endurance Riders of BC are now easily able to host distance rides from this ride site, which they did in 2014 and 2015.

The CVI Chapter maintains an open Facebook site in which the public can access all the information regarding meetings, maps, trails projects and fun stuff. www.facebook.com/pages/Back-Country-Horsemen-Society-of-BC-CVI-Chapter



The work crew.



After the work was done.

From: Gail Adrienne
Date: Mon, Jan 4, 2016 at 3:40 PM
Subject: NALT Request

I just reminded myself that I need to contact you to ensure that NALT can be added to the Agenda of the RDN Meeting on Tuesday, January 12th, to make a request presentation to the Board regarding a grant to assist with core funding for 2016.

Fraser Wilson, the NALT Board Treasurer, will be making the presentation.
Please confirm that we will be on that agenda.
Thanks!

Gail Adrienne
Executive Director
Nanaimo & Area Land Trust
www.nalt.bc.ca
[250-714-1990](tel:250-714-1990)

Re: Request for Support for Passive House Project

From: Chris Beaton

Sent: Thursday, January 07, 2016 9:38 AM

Subject: Delegation - Jan 12th

Could I please be added to the Jan 12th Agenda as a delegation? I would like to introduce the Nanaimo Passive House project to the RDN Board and seek some support for the project.

Please let me know if you require any additional information.

In Friendship,

Chris Beaton
Executive Director
NANAIMO ABORIGINAL CENTRE

20 Fifth Street

Nanaimo, BC
250-754-3215

www.nanaimoaboriginalcentre.ca

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON
TUESDAY, NOVEMBER 10, 2015 AT 7:10 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
Director M. Young	Electoral Area C
Director B. Rogers	Electoral Area E
Director J. Fell	Electoral Area F
Director B. Veenhof	Electoral Area H
Alternate	
Director G. Fuller	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director J. Hong	City of Nanaimo
Director J. Kipp	City of Nanaimo
Alternate	
Director D. Brennan	City of Nanaimo
Director I. Thorpe	City of Nanaimo
Director M. Lefebvre	City of Parksville
Director T. Westbroek	Town of Qualicum Beach

Regrets:

Director B. McKay	City of Nanaimo
Director W. Pratt	City of Nanaimo
Director B. Yoachim	City of Nanaimo

Also in Attendance:

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

CALL TO ORDER

The Chairperson called the meeting to order.

DELEGATIONS

Brian Johnston, PERC, re Recreation Facility, Programs, and Sports Field Services 2015 Survey.

Brian Johnston presented the survey results to the board and provided an overview of the methodology which measured usage of drop-in activities, program and rental use of the recreation facilities, and use of sports fields within Districts 68 and 69.

Rob Bernhardt, Canadian Passive House Institute West, re Benefits of Passive House Buildings.

Rob Bernhardt thanked the Board for supporting the Green Building Series and provided an overview of Passive House design which leads to cost effective, energy efficient buildings with benefits such as increased air quality, resilience, low maintenance, and enhanced occupant comfort.

COMMITTEE OF THE WHOLE MINUTES

Minutes of the Committee of the Whole meeting held Tuesday, October 13, 2015.

MOVED Director Lefebvre, SECONDED Director Houle, that the minutes of the Committee of the Whole meeting held Tuesday, October 13, 2015, be adopted.

CARRIED

COMMUNICATION/CORRESPONDENCE

Thomas W. Barnes, Municipal Insurance Association of BC, re MIABC Dividend Cheque.

MOVED Director Westbrook, SECONDED Director Houle, that the correspondence from Thomas W. Barnes, Municipal Insurance Association of BC, regarding the Municipal Insurance Association of BC dividend cheque be received.

CARRIED

Chief David Bob, Nanoose First Nation, re Beachcomber Marina Proposed Expansion to the South.

MOVED Director Westbrook, SECONDED Director Houle, that the correspondence from Chief David Bob, Nanoose First Nation, regarding the Beachcomber Marina proposed expansion to the south be received.

CARRIED

REGIONAL AND COMMUNITY UTILITIES

WASTEWATER

To Introduce Sewer Source Control Bylaws 1730 and 1418.04.

MOVED Director Veenhof, SECONDED Director Thorpe, that "Regional Sewage Source Control Bylaw No. 1730, 2015" be introduced and read three times.

CARRIED

MOVED Director Veenhof, SECONDED Director Thorpe, that "Regional Sewage Source Control Bylaw No. 1730, 2015" be adopted.

CARRIED

MOVED Director Veenhof, SECONDED Director Thorpe, that "Regional District of Nanaimo Bylaw Enforcement Ticket Regulation Amendment Bylaw No. 1418.04, 2015" be introduced and read three times.

CARRIED

MOVED Director Veenhof, SECONDED Director Thorpe, that "Regional District of Nanaimo Bylaw Enforcement Ticket Regulation Amendment Bylaw No. 1418.04, 2015" be adopted.

CARRIED

Sanitary Sewer Use Agreement with Snuneymuxw First Nation and the City of Nanaimo.

MOVED Director Kipp, SECONDED Director Houle, that the Board approve the attached Sanitary Sewer Use Agreement with Snuneymuxw First Nation and the City of Nanaimo.

CARRIED

Greater Nanaimo Pollution Control Centre Marine Outfall Engineering Services Award and Development Cost Charge Reserve Fund Expenditure Bylaw.

MOVED Director Thorpe, SECONDED Director Veenhof, that the Board award the engineering services contract for the Greater Nanaimo Pollution Control Centre (GNPCC) Marine Outfall Replacement Project to Opus Dayton Knight (ODK) for \$600,000.

CARRIED

MOVED Director Thorpe, SECONDED Director Veenhof, that "Southern Community Sewer Service Area Development Cost Charge Reserve Fund Expenditure Bylaw No. 1737, 2015" be introduced and read three times.

CARRIED

MOVED Director Thorpe, SECONDED Director Veenhof, that "Southern Community Sewer Service Area Development Cost Charge Reserve Fund Expenditure Bylaw No. 1737, 2015" be adopted.

CARRIED

WATER AND UTILITY

Bylaws No. 867.07 and 1049.08 – Inclusion of 2 Parker Road Properties into the Nanoose Bay Peninsula Water Service Area, Electoral Area 'E'.

MOVED Director Rogers, SECONDED Director Veenhof, that "Nanoose Bay Peninsula Water Service Area Amendment Bylaw No. 867.07, 2015" be introduced and read three times.

CARRIED

MOVED Director Rogers, SECONDED Director Veenhof, that "Nanoose Bay Bulk Water Supply Local Service Area Amendment Bylaw No. 1049.08, 2015" be introduced and read three times.

CARRIED

STRATEGIC AND COMMUNITY DEVELOPMENT

LONG RANGE PLANNING

Establishment of a Community Health Service in School District 69.

MOVED Director Veenhof, SECONDED Director Lefebvre, that this matter be referred back to staff to bring back additional information at the next Committee of the Whole meeting:

That staff be directed to proceed with an alternative approval process for establishment of a new District 69 Community Health contribution service.

That staff be directed to establish the District 69 Community Health Service based on a tax requisition of \$50,000 annually with the purpose being to provide funds to one or more non-governmental funding organizations for their distribution to local service-delivery organizations based on a board-endorsed strategic plan to address community health and wellbeing in School District 69.

CARRIED

RECREATION AND PARKS

RECREATION

Recreation Facility, Programs, and Sports Field Services 2015 Survey.

MOVED Director Lefebvre, SECONDED Director Veenhof, that the Recreation Facility and Sports Field Services 2015 Survey report be received as information and the results used in the apportionment of tax requisitions related to existing usage agreements with the City of Nanaimo, City of Parksville and Town of Qualicum Beach.

CARRIED

ADVISORY, SELECT COMMITTEE AND COMMISSION

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

Minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held Tuesday, October 6, 2015.

MOVED Director Houle, SECONDED Director Lefebvre, that the minutes of the Electoral Area 'B' Parks and Open Space Advisory Committee meeting held Tuesday, October 6, 2015, be received for information.

CARRIED

Community Park Name Changes.

MOVED Director Houle, SECONDED Director Lefebvre, that consultation with DeCoursey Island residents be undertaken to allow them to choose names of their Community Parks.

CARRIED

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

Minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held Wednesday, October 14, 2015.

MOVED Director Fell, SECONDED Director Veenhof, that the minutes of the Electoral Area 'F' Parks and Open Space Advisory Committee meeting held Wednesday, October 14, 2015, be received for information.

CARRIED

District 69 Recreation Commission.

Minutes of the District 69 Recreation Commission meeting held Thursday, October 15, 2015.

MOVED Director Veenhof, SECONDED Director Westbroek, that the minutes of the District 69 Recreation Commission meeting held Thursday, October 15, 2015, be received for information.

CARRIED

District 69 Youth and Community Recreation Grants.

Youth Grants.

MOVED Director Veenhof, SECONDED Director Lefebvre, that the following District 69 Youth Recreation Grant applications be approved:

Arrowsmith Community Recreation Association - youth sports programs	\$ 4,200
Bow Horne Bay Community Club - Halloween event	\$ 2,500
District 69 Family Resource Association - youth drop-in food	\$ 1,800
District 69 Family Resource Association - youth drop-in keyboard and acoustic guitar	\$ 500
Total	\$ 9,000

Community Recreation Grants.

MOVED Director Veenhof, SECONDED Director Lefebvre, that the following District 69 Community Recreation Grant applications be approved:

Arrowsmith Agricultural Association - Family Day Celebration	\$ 1,982
Bowser Tennis Club - court cleaning and signage	\$ 2,484
Forward House Community Society - recreation activities	\$ 2,328
Lighthouse Community Centre Society - Soupy Café lunch social program	\$ 2,200
Lighthouse Community Slo-Pitch League - snow fencing	\$ 687
Oceanside Paddlers - boat and equipment	\$ 4,243
Qualicum and District Curling Club - BC Mixed Championships	\$ 2,000
Ravensong Masters Swim Club - pool rental	\$ 1,250
Total	\$ 17,174

District 69 Community Justice Select Committee.

Minutes of the District 69 Community Justice Select Committee meeting held Monday, October 19, 2015.

MOVED Director Lefebvre, SECONDED Director Veenhof, that the minutes of the District 69 Community Justice Select Committee meeting held Monday, October 19, 2015, be received for information.

CARRIED

Victim Services, Restorative Justice and Community Policing/Oceanside Community Safety Volunteers.

MOVED Director Lefebvre, SECONDED Director Veenhof, that the 2016 requisition for funding to support the Oceanside Victim Services, Restorative Justice and Community Policing Programs be approved at \$122,300 and that the "Regional District of Nanaimo Crime Prevention and Community Justice Support Service Bylaw No. 1479, 2006" be amended accordingly.

CARRIED

Community Safety Grant-in-Aid Applications.

MOVED Director Veenhof, SECONDED Director Lefebvre, that a 2016 grant in the amount of \$5,000 for the Oceanside Community Safety Volunteers be approved.

CARRIED

MOVED Director Veenhof, SECONDED Director Lefebvre, that the grant request from Errington Preschool Parents Society be referred to the next intake of the D69 Recreation Grants Program.

CARRIED

Regional Parks and Trails Select Committee.

Minutes of the Regional Parks and Trails Select Committee meeting held Tuesday, October 20, 2015.

MOVED Director Thorpe, SECONDED Director Houle, that the minutes of the Regional Parks and Trails Select Committee meeting held Tuesday, October 20, 2015, be received for information.

CARRIED

Descanso Bay Oyster Harvesting.

MOVED Director Houle, SECONDED Director Veenhof, that the Regional District of Nanaimo write a letter to advise the Department of Fisheries and Oceans of the concerns of over harvesting of oysters at Descanso Bay Regional Park and those operating without a license.

CARRIED

Mt. Benson Race Request.

MOVED Director Veenhof, SECONDED Director Kipp, that this matter be referred to staff:

That the Regional District of Nanaimo not permit race requests to use the Mount Benson Regional Parks trail system at this time due to trail degradation and parking issues.

CARRIED

Grants-in-Aid Advisory Committee.

Minutes of the Grants-in-Aid Advisory Committee meeting held Wednesday, October 21, 2015.

MOVED Director Young, SECONDED Director Fell, that the minutes of the Grants-in-Aid Advisory Committee meeting held Wednesday, October 21, 2015, be received for information.

CARRIED

District 68 Grants.

MOVED Director Young, SECONDED Director Veenhof, that Grant-in-Aid funds for District 68 be awarded as follows:

Scouts Canada 1st Gabriola Scouts Group – outdoor camping equipment	\$ 0.00
Tozan Cultural Society – complete the construction of a smaller wood-fired kiln	\$ 1,709.08
Yellow Point Drama Group – lighting upgrades for the stage	\$ 3,113.50
Total	\$ 4,822.58

CARRIED

District 69 Grants.

MOVED Director Young, SECONDED Director Veenhof, that Grant-in-Aid funds for District 69 be awarded as follows:

Alpine Gardeners of Central Vancouver Island – toward the purchase of equipment (Power Point program, lap top, computer, screen, printer and materials), camera, library cart and books	\$ 2,915.64
Canadian Red Cross Society – computer, printer, and signage	\$ 1,480.00
Heartwood Home Learners Co-operative – equipment for outdoor programming	\$ 1,400.00
Lighthouse Community Centre Society – security escutcheons and weather-stripping for exterior doors for the hall	\$ 1,000.00
Oceanside Building Learning Together Society – Books for Babes Program	\$ 1,000.00
Oceanside Hospice Society – equipment for the Equipment Loan Program	\$ 5,000.00
Total	\$12,795.64

CARRIED

Agricultural Advisory Committee.

Minutes of the Agricultural Advisory Committee meeting held Friday, October 23, 2015.

MOVED Director Veenhof, SECONDED Director Young, that the minutes of the Agricultural Advisory Committee meeting held Friday, October 23, 2015, be received for information.

CARRIED

IN CAMERA

MOVED Director Brennan, SECONDED Director Young, that pursuant to Sections 90 (1) (a) and (e), and 90 (2) (d) of the *Community Charter* the Committee proceed to an In Camera Meeting, for discussions related to Board nominations, land acquisitions, and third-party business interests.

CARRIED

Time: 9:00 PM

ADJOURNMENT

MOVED Director Young, SECONDED Director Brennan, that this meeting be adjourned.

CARRIED

TIME: 9:07 PM

CHAIRPERSON

CORPORATE OFFICER



December 23, 2015

Email: pthorkelsson@rdn.bc.ca

Paul Thorkelsson
 Chief Administrative Officer
 Nanaimo Regional District

RDN CAO'S OFFICE			
CAO	<input checked="" type="checkbox"/>	GM R&P	
GMS&CD	<input checked="" type="checkbox"/>	GM T&SW	
GM R&CU		DF	
DEC 23 2015			
DGS		BOARD	<input checked="" type="checkbox"/>
CHAIR			

Dear Paul Thorkelsson:

The Province, led by the Ministry of Forests, Lands and Natural Resource Operations (FLNR), is developing Implementation Plans for two priority species at risk on the coast of British Columbia: Northern Goshawks, *laingi* sub-species (NOGO) and Marbled Murrelets (MAMU). These Implementation Plans will represent a provincial government commitment that prioritizes management actions that are informed by science and also consider socio-economic factors.

The intent of the Implementation Plans are to meet the Province's commitment for these species at risk under the *Accord for the Protection of Species at Risk in Canada*, and the *Canada - British Columbia Agreement on Species at Risk*. Implementation Plans are developed when existing management and protection does not meet species at risk recovery objectives and where meeting those recovery objectives may have significant socio-economic implications. Please refer to the attached information packages for more information regarding the development of Implementation Plans for NOGO and MAMU.

A portion of the proposed NOGO and MAMU conservation regions, where further management actions may occur, is located within your Regional District. Please see the maps in the information packages. As such, the Province would like to provide the opportunity for local governments within your Regional District to provide input into the proposed management approaches. The results of this engagement will play an important role in the development of the Implementation Plans.

As an efficient means to distribute this information to local governments we respectfully request you to distribute to the local governments within your Regional District as soon as possible. If this is not possible, please let us know so we can make alternate arrangements. Between January and February, 2016, engagement sessions will be held at several provincial government offices across coastal British Columbia (see Table 1 for locations and dates).

The Province will also be seeking input from First Nations, environmental organizations and the forest sector to provide an opportunity to discuss the details and implications of the proposed management approaches and provide a forum for asking questions and providing input.

Engagement sessions will include:

- Information on the proposed provincial management approach including:
 - proposed population and distribution objectives;
 - other proposed management actions; and
 - supporting rationales.
- Background information on NOGO and MAMU;
- A summary of the species recovery planning to date;
- Information on existing management and protection; and
- Useful links providing additional information.

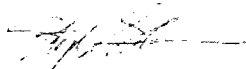
Input received from the engagement sessions will inform recommendations for the Implementation Plans to be presented to Senior Government in May, 2016. It is expected that the plans will be finalized prior to the end of 2016. Once the Implementation Plans are finalized, statutory decisions will need to be made as a result of these plans. These decisions are expected to be made in 2017, and will be subject to formal consultation as directed by existing legislation and agreements.

If you are interested in attending one of the scheduled engagement sessions please register by the registration dates in Table 1 by contacting Laura Body at Laura.Body@gov.bc.ca or (250) 751-7102. This will help us ensure our facilities are adequate for these sessions.

If the scheduled information sessions are not convenient for you to attend, please contact Darryn McConkey, Ecosystem Biologist, at Darryn.McConkey@gov.bc.ca or (250) 751-3104 to provide input, request additional information or ask questions about the proposed management approaches.

Your input is very important to this process. To ensure your input is available to inform management of these species in British Columbia, please provide written feedback by March 31, 2016.

Yours truly,



Steve Gordon, MSc., RPBio.
Manager, Biodiversity & Old Growth
Resource Management Objectives Branch

Attachment(s): Engagement Sessions Schedule
NOGO and MAMU Information Packages

Northern Goshawk and Marbled Murrelets Implementation Plan Engagement Session Dates

Date	Time	City	Address	Registration Deadline
12-Jan-16	10am -12pm	Terrace	Coast Mountains Natural Resource District, #200 - 5220 Keith Avenue, Terrace, BC, V8G 1L1, Phone: (250) 638-5100	4-Jan-16
14-Jan-16	9:00am - 11:00am	Victoria	Pacific Forestry Centre, 506 West Burnside Road Victoria, BC, Canada, V8Z 1M5 Phone: (250) 363-0600	7-Jan-16
20-Jan-16	1pm - 3pm	Squamish	Sea To Sky Natural Resource District, Suite 101-42000 Loggers Lane, Squamish BC V8B 0H3, Phone: 604 898-2100	13-Jan-16
25-Jan-16	1pm - 3pm	Nanaimo	Arrowsmith Room, Ministry of Forests, Lands and Natural Resource Operations, 2080A Labieux Rd, Nanaimo, BC, V9T 6J9	18-Jan-16
28-Jan-16	9am - 11am	Queen Charlotte City	Haida Gwaii Natural Resource District, 1229 Oceanview Drive, Queen Charlotte City, BC, V0T 1S0	21-Jan-16
10-Feb-16	1pm - 3pm	Powell River	Sunshine Coast Natural Resource District, 7077 Duncan Street, Powell River, BC, V8A 1W1, Phone: (604) 485-0700	3-Feb-16
18-Feb-16	9-11 am	Bella Coola	Ministry of Forests, Lands and Natural Resource Operations, 1681 Airport Road, Bella Coola	17-Feb-16
18-Feb-16	1pm - 3pm	Surrey	Ministry of Forests, Lands and Natural Resource Operations, Suite 200, 10428 - 153 St, Surrey, BC, V3R 1E1, Phone: (604) 586-4400	11-Feb-16
22-Feb-16	1pm - 3pm	Campbell River	Campbell River Natural Resource District, 370 South Dogwood Street, Campbell River, BC, V9W 6Y7, Phone: (250) 286-9300	15-Feb-16

24-Feb-16	1pm - 3pm	Port McNeill	<p>North Island - Central Coast Natural Resource District, 2217 Mine Road, Port McNeill, BC, V0N2R0, Phone: (250) 956-5000</p> <p>North Island - Central Coast District Mailing Address: Box 7000 Port McNeill V0N2R0 Physical Address: 2217 Mine Road Port McNeill</p>	17-Feb-16
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Developing the British Columbia Implementation Plan for Coastal Northern Goshawks (*Accipiter gentilis laingi*)

Background

- Northern Goshawks, *laingi* sub-species (NOGO) are raven-sized raptors (birds of prey) that live in mature and old-growth forests in coastal B.C., including on Vancouver Island, Haida Gwaii and the mainland coast (Figure 1).
- A NOGO home range consists of a breeding area where they nest and rear young and a larger surrounding foraging area where they hunt for prey (Figure 2).
- NOGO are a species at risk and are listed as *Threatened* under the federal *Species at Risk Act* (SARA) (COSEWIC 2013), and are provincially Red listed. Their at-risk status is due mainly to their small population size and the loss and fragmentation of their nesting and foraging habitat.

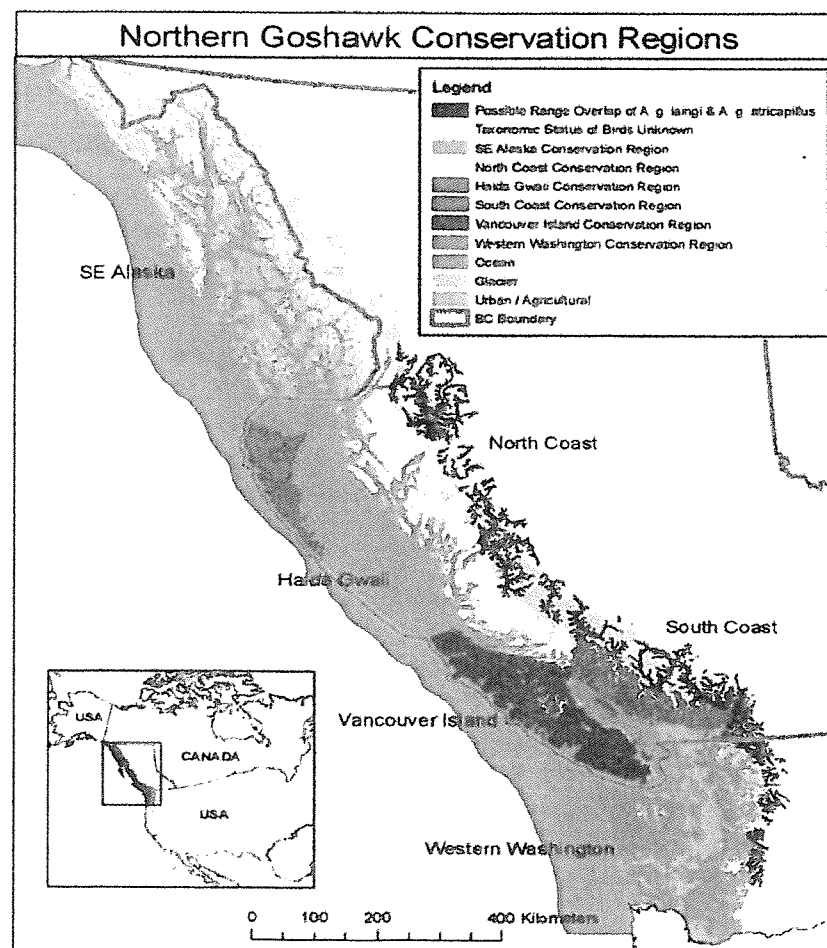


Figure 1. Conservation Region and Range map for Northern Goshawk, *Accipiter gentilis laingi* (Northern Goshawk *Accipiter gentilis laingi* Recovery Strategy 2008)

Developing the British Columbia Implementation Plan for Coastal Northern Goshawks (*Accipiter gentilis laingi*)

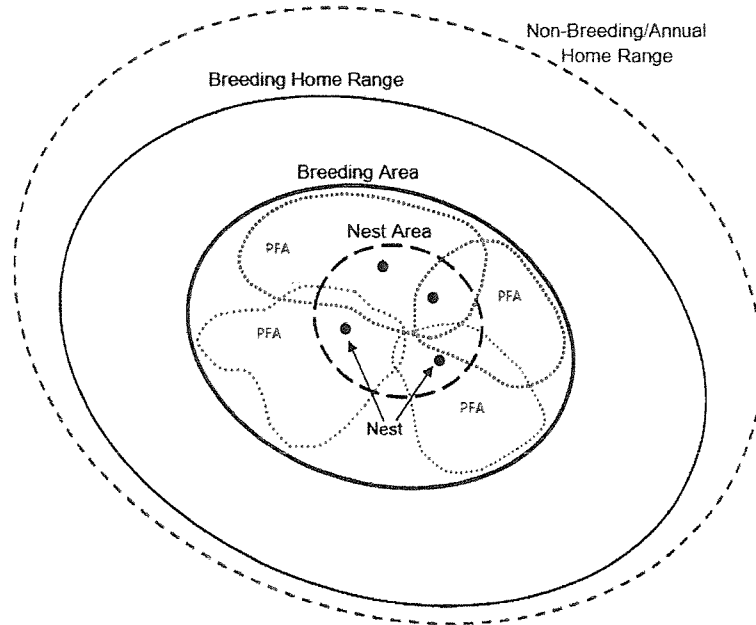


Figure 2. Conceptual diagram (not to scale) of coastal goshawk home range, including alternate nest sites, nest area, post-fledgling area (PFA), breeding area, breeding home range and non-breeding/annual home range (McClaren et al. 2015)

Recovery Planning

- The provincial NOGO recovery strategy was posted in 2008 and the Management Plan was posted in 2013.
- Several drafts of the federal NOGO recovery strategy have been released, but a final version has not yet been posted to the SARA public registry.
- The federal recovery strategy sets an overall population objective to maintain 444 NOGO home ranges across British Columbia and sets home range targets for the four Conservation Regions (see Table 1).
- The federal strategy identifies Critical Habitat for breeding and foraging habitat for 108 known home ranges without consideration of socio-economic implications, and implies additional Critical Habitat will be identified as new home ranges are discovered.
- Federal Critical Habitat for breeding areas is described as an approximately 200 hectare reserve, which includes all known nests at least 252 m away from (potential) edges.
- Federal Critical Habitat for foraging habitat is described as maintaining between 45% and 61% suitable foraging habitat within a home range (depending on the Conservation Region).
- Under SARA, the federal government expects the province to demonstrate effective protection of NOGO Critical Habitat.

Developing the British Columbia Implementation Plan for Coastal Northern Goshawks (*Accipiter gentilis laingi*)

Existing Protection

- There are currently an estimated 680 - 780 potential Northern goshawk *laingi* subspecies home ranges in B.C.
- Although not all specific nesting locations are known, existing protection for NOGO in British Columbia (Figure 3) was determined by estimating the number of home ranges that are likely to be protected under the following circumstances: 1) in existing Parks and Protected Areas and other conservation designations and, 2) when existing land use planning is fully implemented (e.g. Landscape Reserves in the Great Bear Rainforest).
- A NOGO territory model developed by the provincial Northern Goshawk Recovery Team that projects theoretical home ranges consisting of both breeding and foraging habitat was overlaid with protected areas to estimate existing protection.

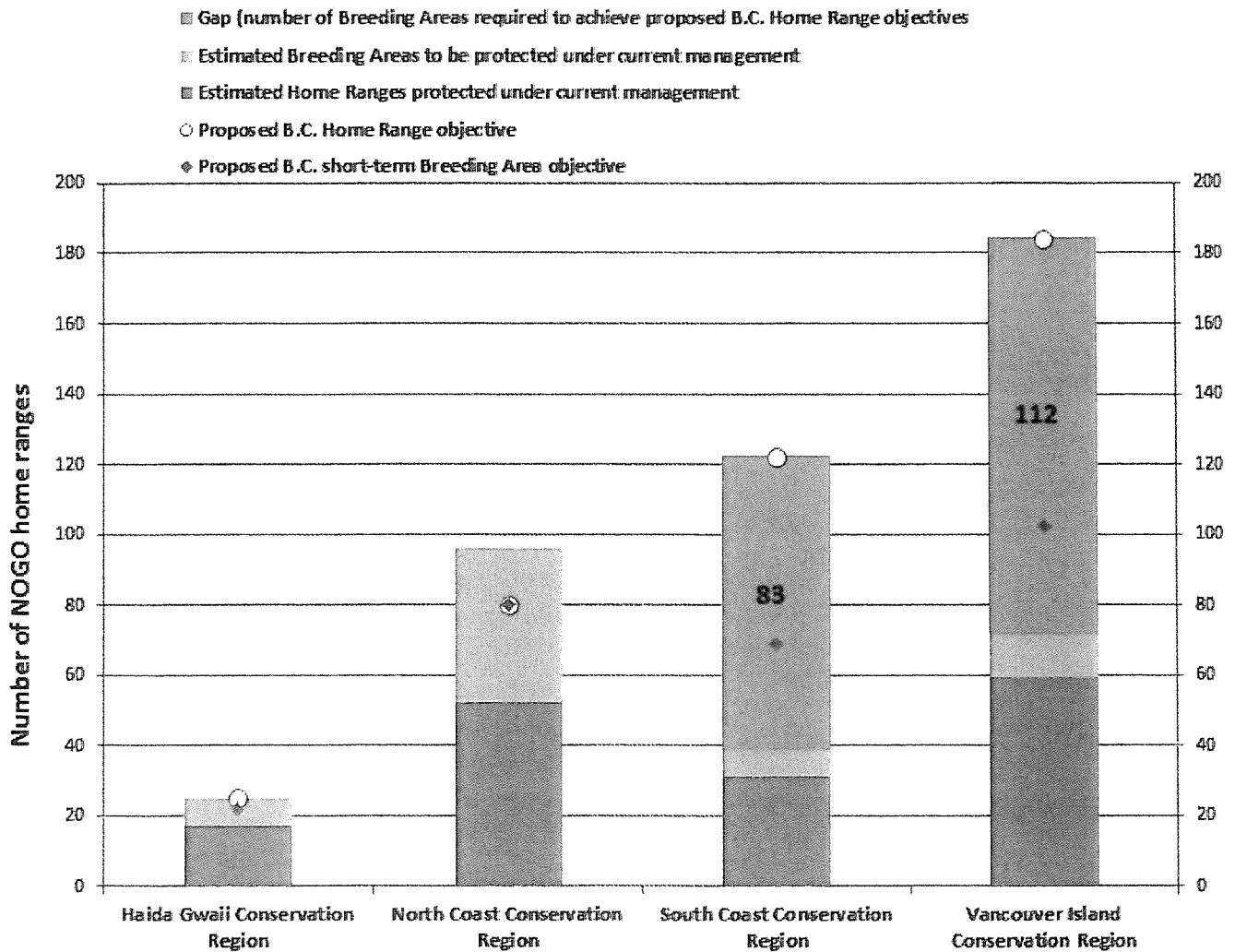


Figure 3. Estimated existing protection of modelled NOGO home ranges in B.C. and additional protection required to meet proposed provincial home range targets.

Developing the British Columbia Implementation Plan for Coastal Northern Goshawks (*Accipiter gentilis laingi*)

Proposed Provincial Management Approach

- The goals of the provincial management approach are to:
 - Maximize conservation benefit and likelihood of meeting recovery objectives;
 - Minimize socio-economic impacts; and
 - Maximize the likelihood of meeting SARA expectations

Population and Distribution Objectives

- Table 1 shows the proposed provincial population and distribution objective for NOGO in British Columbia.
- With the exception of Haida Gwaii, the province is proposing to establish B.C. population and distribution targets that are largely consistent with the federal targets.
- In Haida Gwaii, the province considers the federal target of 58 home ranges to be unrealistic as it exceeds the estimated current number of 19 home ranges in the Conservation Region.

Table 1. Proposed federal and proposed B.C. population and distribution objectives for NOGO home ranges (the proposed B.C. population objective is shown in parentheses where it differs from the federal approach)

Vancouver Island	South Coast	North Coast	Haida Gwaii	Total home ranges in British Columbia
184	122	80	58 (25)	444 (411)

Breeding Area Management

- The proposed B.C. management approach for breeding areas is to, by 2020, protect 95 new NOGO breeding areas around occupied nests:
 - 30 new breeding area Wildlife Habitat Areas in each of the North Coast, South Coast and Vancouver Island Conservation Regions, and 5 new breeding area reserves in Haida Gwaii (95 total).
- The proposed management approach for breeding areas is similar to the current provincial design standards for establishing NOGO wildlife habitat areas under the *Identified Wildlife Management Strategy* (McClaren E.L. 2004).
- Currently in Haida Gwaii, all newly discovered NOGO nests on Crown land receive a 200 ha breeding area reserve under the Haida Gwaii Land Use Objectives Order.
- Longer-term, options will be assessed regarding implementation of measures to achieve the proposed population and distribution objectives outlined in Table 1.

Foraging Habitat Management

- The science to support foraging habitat management requires further investigation.
- NOGO home range size and foraging habitat requirements vary across the species range.
- Foraging habitat management requires maintaining a proportion of a home range in a suitable foraging condition to support NOGO prey species in order to provide adequate hunting opportunities to sustain local populations.
- Managing NOGO foraging habitat may have significant socio-economic implications.
- The proposed provincial approach is to facilitate additional research on NOGO foraging habitat requirements and, by 2020, develop provincial foraging habitat management recommendations.

Developing the British Columbia Implementation Plan for Coastal Northern Goshawks (*Accipiter gentilis laingi*)

Additional Proposed Actions in 2016

- Develop research partnerships to investigate the genetic basis of NOGO sub-species designations and their range.
- Engage with private land holders to encourage shared stewardship of Northern Goshawks on non-Crown land, particularly in the Vancouver Island Conservation Region.

Key work required to develop the Implementation Plan

- The proposed population objective and home range targets are less than the estimated number of home ranges that currently exist (approximately 730 home ranges coast wide). A key aspect of the Implementation Plan will be to determine which home ranges are protected.

References and information links

- COSEWIC. 2013. COSEWIC assessment and status report on the Northern Goshawk *Accipiter gentilis laingi* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa. x + 56 pp. <http://www.sararegistry.gc.ca/default.asp?lang=En&n=99FC419D-1>
- Haida Gwaii Land Use Objectives Order. 2010. <https://www.for.gov.bc.ca/tasb/slrp/pdf/lrmp/haidaGwaii/>
- Ministry of Forests, Lands, and Natural Resource Operations and Ministry of Environment. 2013. Management plan for the Northern Goshawk, *laingi* subspecies (*Accipiter gentilis laingi*) in British Columbia. B.C. Ministry of Forests, Lands, and Natural Resource Operations and B.C. Ministry of Environment, Victoria, BC. 30 pp. http://www.env.gov.bc.ca/wld/recoveryplans/recovery_doc_table.html
- McClaren E.L. 2004. Queen Charlotte Goshawk *Accipiter gentilis laingi*. In: Accounts and Measures for Managing Identified Wildlife – Version 2004. B.C. Ministry of Water, Land and Air Protection, Victoria, B.C. http://www.env.gov.bc.ca/wld/frpa/iwms/documents/Birds/b_queencharlottegoshawk.pdf
- McClaren, E.L., T. Mahon, F.I. Doyle, and W.L. Harrower. 2015. Science-Based Guidelines for Managing Northern Goshawk Breeding Areas in Coastal British Columbia. *Journal of Ecosystems and Management* 15(2):1–91. Published by the Journal of Ecosystems and Management: <http://jem-online.org/index.php/jem/article/viewFile/576/506>
- Northern Goshawk *Accipiter gentilis laingi* Recovery Team. 2008. Recovery strategy for the Northern Goshawk, *laingi* subspecies (*Accipiter gentilis laingi*) in British Columbia. Prepared for the B.C. Ministry of Environment, Victoria, BC. 56 pp. http://www.env.gov.bc.ca/wld/recoveryplans/recovery_doc_table.html

**Developing the British Columbia Implementation Plan for
 Marbled Murrelets (*Brachyramphus marmoratus*)**

Background

- Marbled Murrelets (*Brachyramphus marmoratus*) are small seabirds that typically nest in old-growth forests within 30km of the coast including on Vancouver Island, Haida Gwaii, and the mainland coast of B.C. (see figure 1).
- Marbled Murrelets (MAMU) are a species at risk listed as *Threatened* under the federal *Species at Risk Act* (SARA) (COSEWIC 2012) and are provincially Blue listed. Their at-risk status is due mainly to the loss and fragmentation of their old-growth nesting habitat and due to threats in the marine habitats where they feed (e.g. oil spills, fisheries by-catch).

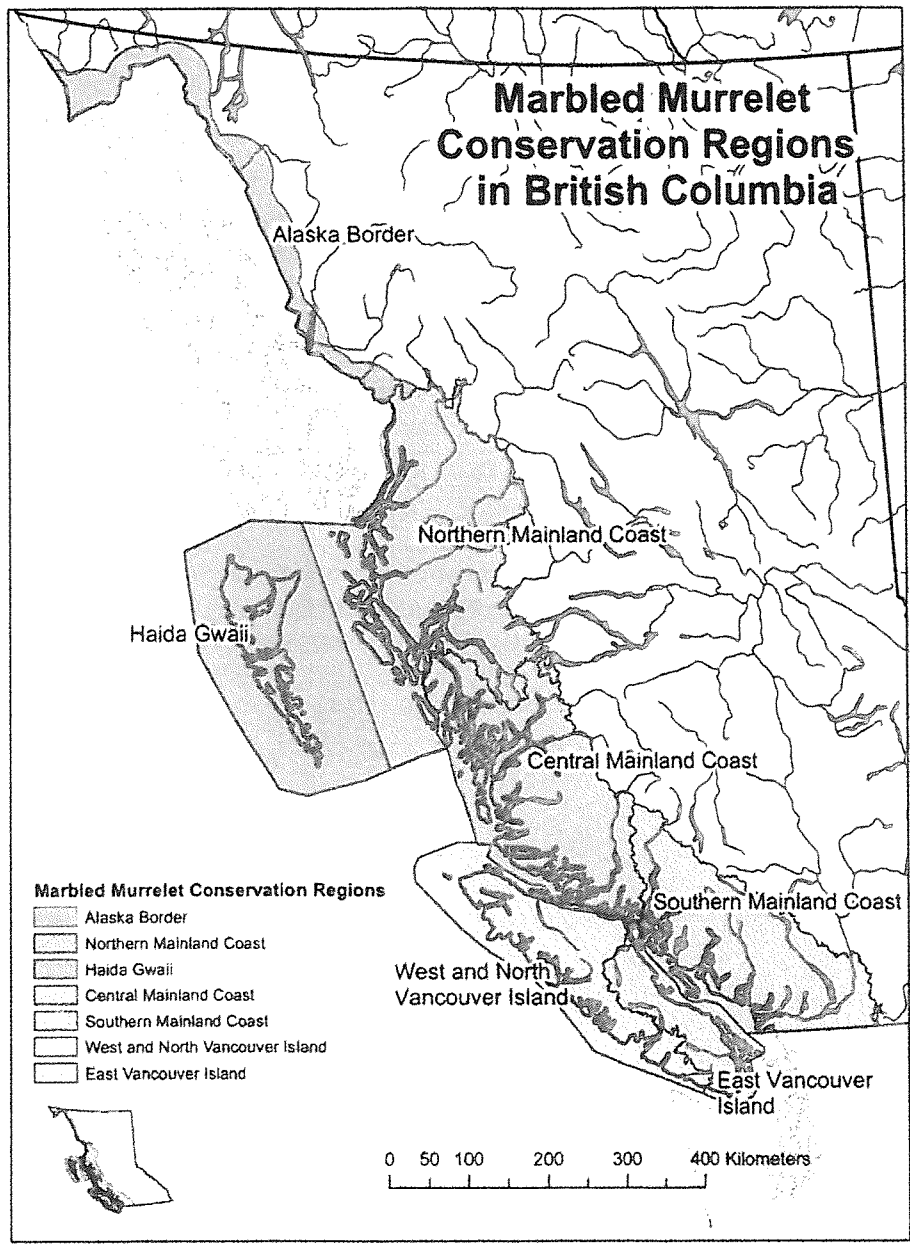


Figure 1. Marbled Murrelet Conservation Regions in British Columbia

Developing the British Columbia Implementation Plan for Marbled Murrelets (*Brachyramphus marmoratus*)

Recovery Planning

- In 2002, the Canadian Marbled Murrelet Recovery Team (CMMRT) released a conservation assessment of MAMU in B.C. (Burger A.E. 2002)
- In 2003, the CMMRT released a scientific advisory document regarding conservation and management of MAMU in B.C. (CMMRT 2003).
- Environment Canada posted a draft recovery strategy for MAMU in Canada on January 7, 2014 and a revised strategy on June 3, 2014. It is anticipated that the federal recovery strategy will be amended in the future.
- The federal recovery strategy sets a short term overall population objective that requires retention of MAMU nesting habitat at 70% or greater of 2002 levels coast-wide, and a long term objective to stabilize MAMU nesting habitat at 70% or greater of 2002 levels.
- The federal recovery strategy identifies potential terrestrial Critical Habitat that is described by biophysical attributes related to nesting habitat and is to be retained as minimum amounts within six Conservation Regions¹. It is recognized these amounts are likely to change as better habitat mapping and other information becomes available.
- Critical Habitat is identified in federal recovery strategies without consideration of socio-economic implications.
- Under SARA, the federal government expects the province to demonstrate effective protection of MAMU Critical Habitat.



Existing Protection

- Through various types of conservation designations (e.g., Parks and Protected Areas, Land Act Reserves, legal Old Growth Management Areas (OGMAs), Wildlife Habitat Areas and Ungulate Winter Ranges) B.C. has considerable protection of MAMU habitat already in place.
- Additional MAMU habitat will be maintained in B.C. when existing land use planning is fully implemented (e.g. Landscape Reserves in the Great Bear Rainforest and OGMA planning on the coast) and boundaries of reserves are legalized. The contribution of these future designations to MAMU habitat conservation is included in the existing protection in Figure 2.
- Figure 2 shows in six Conservation Regions: the amount (area in Hectares) of protected MAMU habitat in B.C.; the amount of MAMU habitat on Crown land that does not contribute to timber harvesting; the amount of MAMU habitat on Crown land that is part of the Timber Harvesting Land Base (THLB); and the federal minimum habitat threshold 1) applied to all lands and 2) applied to Crown land only.
- Figure 2 also shows the remaining THLB that is not considered suitable MAMU habitat in the six Conservation Regions.
- MAMU habitat in Figure 2 is represented by several methods of habitat mapping ranging from what is considered to be most accurate to least accurate: low-level aerial survey, air photo interpretation, CMMRT model and baseline thematic mapping.
- In most Conservation Regions, B.C. meets or comes close to meeting the federal minimum habitat threshold applied to provincial Crown land only through existing protection and MAMU habitat on Crown land that is not part of the Timber Harvesting Land Base (THLB).

¹ A habitat suitability model for the Alaska Border Conservation Region has been developed and it is anticipated that recovery objectives will be set for this Conservation Region.

Developing the British Columbia Implementation Plan for Marbled Murrelets (*Brachyramphus marmoratus*)

- It is estimated that an additional 210,000 hectares of MAMU habitat would have to be protected in order to achieve the federal minimum habitat thresholds applied to provincial Crown land only.

Proposed Provincial Management Approach

- The goals of the provincial management approach are to:
 - Maximize conservation benefit and the likelihood of meeting recovery objectives;
 - Minimize socio-economic impacts; and
 - Maximize the likelihood of achieving general expectations under SARA
- The proposed provincial management approach for MAMU is to:
 - Engage with First Nations and stakeholders on the development of a habitat management approach for MAMU that meets the expectations of the federal recovery strategy for provincial Crown land.
 - Complete existing land use planning, including implementing legal landscape reserves in the Great Bear Rainforest and legalization of Old Growth Management Areas and priority Wildlife Habitat Areas on the coast.
 - By 2017, issue a Land Use Objectives Regulation Order under the provincial *Land Act* to protect specified amounts of MAMU habitat in a suitable condition for Crown land for the six Conservation Regions (see Table 1).
 - Employ both spatial and aspatial² management approaches.

Population and Distribution Objectives

- Minimum habitat thresholds for each Conservation Region have been calculated using the methodology in the federal recovery strategy and applied proportionately to all lands and to provincial Crown land only (Table 1).
- Table 1 shows the federal minimum habitat thresholds for MAMU on all lands and applied only to Crown land. These amounts are likely to change as better habitat mapping and other information becomes available.
- The difference between the threshold for all land and for crown land only is due to MAMU habitat on non-crown land (First Nations treaty lands, other government lands and private lands).
- In the East Vancouver Island Conservation Region, the province considers the minimum habitat threshold to be unachievable in the short term due to habitat loss.

Table 1. Federal minimum habitat thresholds (% of 2002 levels and hectares) for MAMU among six provincial Conservation Regions for all lands and applied to provincial Crown land only.

	Northern Mainland Coast (68%)	Haida Gwaii (68%)	Central Mainland Coast (68%)	South Coast (85%)	North & West Vancouver Island (68%)	East Vancouver Island (90%)	Total Area (70%)
All Lands	292,822	153,631	221,500	103,602	184,416	77,728	1,033,700
Crown Land	265,872	151,565	220,984	99,152	179,265	38,013	954,851

² Aspatial habitat management (i.e. targets that are not explicitly mapped) provides increased management flexibility while spatial habitat management (i.e. mapped legal reserves) provides more certainty for conservation by addressing issues of habitat fragmentation, edge effects, patch size and distribution.

Developing the British Columbia Implementation Plan for Marbled Murrelets (*Brachyramphus marmoratus*)

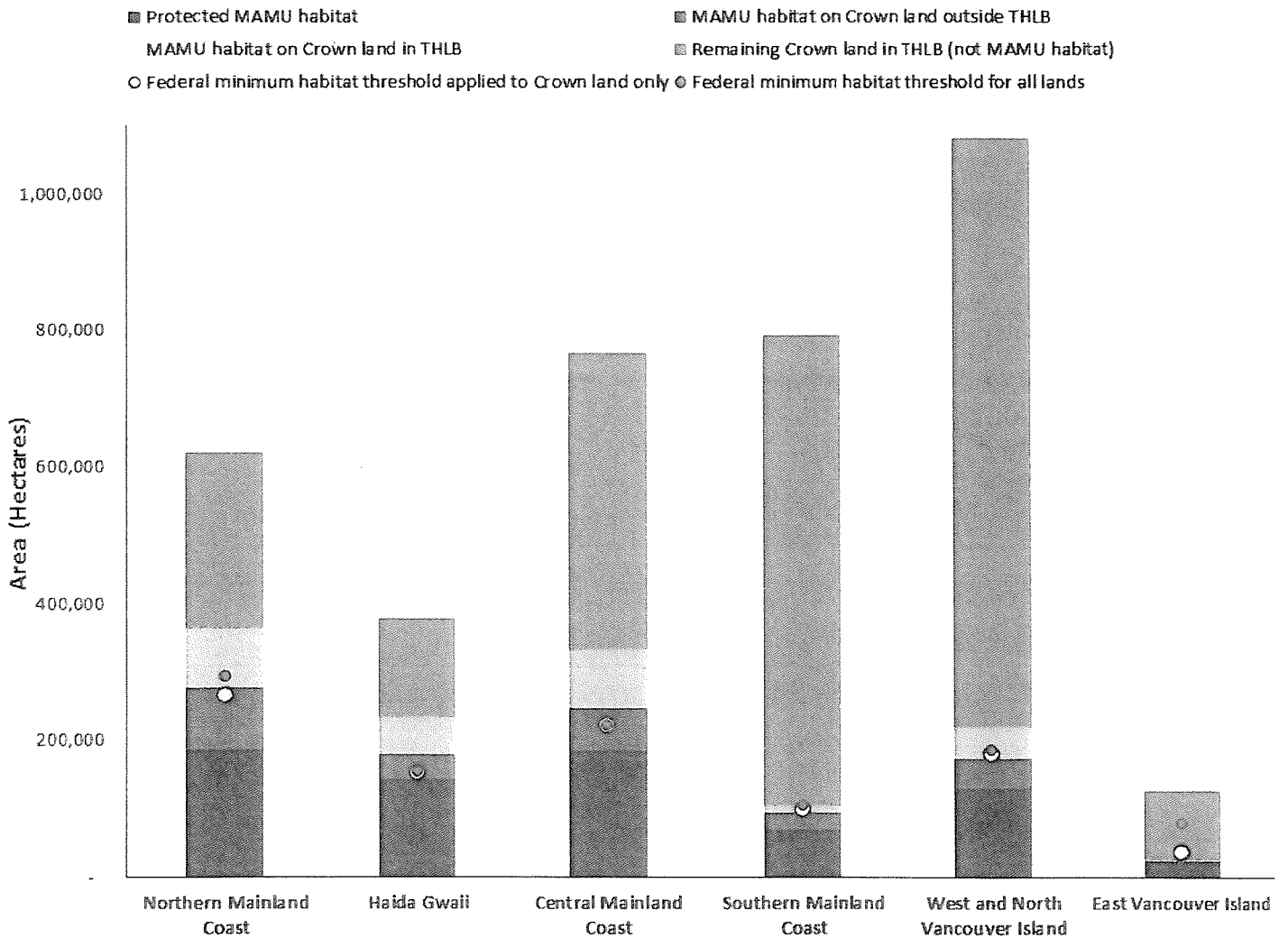


Figure 2. Hectares of Marbled Murrelet habitat in six Conservation Regions: 1) protected under existing management (blue); 2) on Crown land that doesn't contribute to timber harvesting (green); 3) on Crown land that is part of the Timber Harvesting Land Base (THLB) (grey); remaining THLB that is not MAMU habitat (orange); the federal minimum habitat thresholds for all lands (red dot) and the federal minimum habitat thresholds applied to Crown land only (yellow dot).

Additional Proposed Actions in 2016

- Improve habitat mapping in areas where MAMU habitat is characterized using the CMMRT model or baseline thematic mapping. This will affect total habitat amounts, the location of habitat and regional minimum habitat thresholds.
- Conduct inventories to confirm MAMU nesting in the Interior Cedar Hemlock (ICH) biogeoclimatic zone in the Northern Mainland Coast Conservation Region.
- Engage with private land holders to encourage shared stewardship of Marbled Murrelet habitat on non-Crown land, particularly in the East Vancouver Island Conservation Region.

Developing the British Columbia Implementation Plan for Marbled Murrelets (*Brachyramphus marmoratus*)

Key work required to develop the Implementation Plan

- Collate results of First Nations and stakeholder engagement sessions to inform the provincial management approaches.
- Clarify to what extent, and at what scale, mapped spatial reserves will be defined in the Implementation Plan.
- Determine how to manage and track habitat targets that apply across large areas (such as a resource district or Conservation Region).
- Clarify how recruitment of MAMU habitat will contribute to meeting long-term recovery objectives, especially in the East Vancouver Island Conservation Region.

References and links to information

- Burger, A. E. 2002. Conservation assessment of Marbled Murrelets in British Columbia: a review of the biology, populations, habitat associations, and conservation.
<http://www.sfu.ca/biology/wildberg/bertram/mamurt/PartA.pdf>
- Canadian Marbled Murrelet Recovery Team. 2003. Marbled Murrelet Conservation Assessment 2003, Part B: Marbled Murrelet Recovery Team Advisory Document on Conservation and Management. Canadian Marbled Murrelet Recovery Team Working Document No. 1.
<http://www.sfu.ca/biology/wildberg/bertram/mamurt/PartB.pdf>
- COSEWIC. 2012. COSEWIC assessment and status report on the Marbled Murrelet *Brachyramphus marmoratus* in Canada. Committee on the Status of Endangered Wildlife in Canada. Ottawa. xii + 82 pp.
http://publications.gc.ca/collections/collection_2013/ec/CW69-14-238-2012-eng.pdf
- Environment Canada. 2014. Recovery Strategy for the Marbled Murrelet (*Brachyramphus marmoratus*) in Canada. Species at Risk Act Recovery Strategy Series. Environment Canada, Ottawa. v + 49 pp.
http://www.registrelep-sararegistry.gc.ca/document/default_e.cfm?documentID=1290



Reference: 293776

December 21, 2015

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

RDN CAO'S OFFICE			
CAO	<input checked="" type="checkbox"/>	GM R&P	<input type="checkbox"/>
GMS&CD	<input type="checkbox"/>	GM T&SW	<input type="checkbox"/>
GM R&CU	<input type="checkbox"/>	DF	<input type="checkbox"/>
JAN 04 2015			
DCS	<input checked="" type="checkbox"/>	BOARD	<input checked="" type="checkbox"/>
CHAIR	<input checked="" type="checkbox"/>		<input type="checkbox"/>

Dear Joe Stanhope:

On June 15, 2015, the Honourable Mary Polak, Minister of Environment, announced that British Columbia will be creating a world class spill response regime to address a wide range of potential land and marine-based spills. We intend to build that new regime collaboratively with First Nations, communities, local governments, industry and other regulators.

I am sending this letter to provide you with an update on the regime progress and notice of our upcoming engagement efforts. We will be engaging a broad range of First Nations, industry organizations, communities, stakeholders and regulators on a new report which will set out the details of our proposed new spill response regime.

I encourage your organization to provide detailed comments on the new report through our online information portal on the ministry's Land Based Spill Preparedness and Response in British Columbia website at www.gov.bc.ca/spillresponse. From this webpage, you can subscribe to receive updates which will notify you when new content is posted, including the new report. As noted, we anticipate the new report being available mid-January 2016 and we will provide you with another notice just prior the commencement of our formal engagement.

In the meantime, we invite you to review the previously published intentions papers and the results of a past Spill Response Symposium posted on the portal.

If you have any questions about the new proposal or the engagement process, I encourage you to contact Ms. Sara Bacic, Logistics Coordinator for the Spill Response Regime. She can be contacted at Sara.Bacic@gov.bc.ca.

Sincerely,

Anthony Danks
Executive Director
Spills Response Regime Project
Environmental Protection Division



**REGIONAL DISTRICT OF NANAIMO
AUDIT SERVICE PLAN**
Year Ending December 31, 2015
For presentation to the Board of Directors



December 10, 2015

Members of the Board of Directors of the Regional District of Nanaimo

Dear Members of the Board:

We are pleased to put forward this report for discussion of our overall strategy and general arrangements for the audit of the consolidated financial statements of the Regional District of Nanaimo ("the Regional District") for the year ended December 31, 2015. In this report, we cover those significant matters which, in our opinion, you should be aware of as members of the Board of Directors.

At MNP, we adhere to the highest level of integrity and professionalism. Our goal is to meet or exceed the Board of Directors' requirements and ensure you receive outstanding service.

Our team of experienced professionals has been selected for this engagement because of their knowledge and understanding of your Regional District. As a valued client of MNP, we look forward to working with you, your management team and employees over the course of our audit work.

We are dedicated to maintaining open channels of communication throughout this engagement. Please feel free to approach our team with any questions you may have about our upcoming audit, and to discuss any other matters that may be of interest to you.

Yours truly,

A handwritten signature in black ink that reads "MNP LLP".

MNP LLP
Chartered Professional Accountants



EXECUTIVE SUMMARY

To make strategic business decisions with confidence, your stakeholders and the Board of Directors of Regional District of Nanaimo need relevant, reliable and independently audited financial information. But that's not all. You need an audit team that can deliver insight beyond the numbers and enhance Regional District of Nanaimo's strategic planning and implementation processes so you can embrace new opportunities while effectively managing risk. Our senior team members have extensive knowledge of your Regional District from many years of experience focusing their practice in local government. Our audit strategy takes into account the limitations and opportunities you encounter each day, allowing our recommendations to be implemented with greater ease. Committed to your success, MNP delivers meaningful, reliable financial information to not only help you fulfill your compliance obligations, but also to achieve your key strategic goals.

Our audit service plan outlines the strategy we will follow to provide Regional District of Nanaimo's Board of Directors with our independent auditors' report on the December 31, 2015 consolidated financial statements.

New public sector accounting standard 3260 *Liability for Contaminated Sites* is applicable for the year ended December 31, 2015. There are no significant changes to audit standards for the year.

We propose to use \$1,000,000 as overall materiality for audit planning purposes.

To meet your release requirement of final consolidated financial statements, we plan to present our audit findings to the Board of Directors in May 2016.

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1. INTRODUCTION

We are pleased to continue our appointment as auditors of the Regional District of Nanaimo (“the Regional District”).

Our Audit Service Plan will:

- Document the overall audit strategy and the general arrangements for the conduct of our December 31, 2015 audit
- Assist the Board of Directors and management in understanding the approach to the December 31, 2015 audit
- Illustrate our commitment to assisting you reach your engagement objectives and to demonstrate our expertise

2. TOPICS FOR DISCUSSION

We are committed to providing superior client service by maintaining effective two-way communication.

Topics for discussion include, but are not limited to:

- Changes to your business operations and developments in the financial reporting and regulatory environment
- Business plans and strategies
- The management oversight process
- Fraud:
 - How could it occur?
 - Risk of fraud and misstatement?
 - Actual, suspected or alleged fraud?
- Your specific needs and expectations
- Audit Service Plan
- Any other issues and/or concerns

3. KEY CHANGES AND DEVELOPMENTS

Based on our knowledge of the Regional District and our discussions with management, we have noted the recent developments set out below. Our audit strategy has been developed giving consideration to these factors.

ISSUES AND DEVELOPMENTS	SUMMARY
ENTITY SPECIFIC	There are no significant entity specific changes affecting the consolidated financial statements for the 2015 fiscal year.
REGULATORY	There are no significant regulatory changes affecting the consolidated financial statements for the 2015 fiscal year.
REPORTING: Current Accounting Standards	Liability for contaminated site (PS 3260) – A liability for remediation of contaminated sites should be recognized when: <ul style="list-style-type: none"> • An environmental standard exists; • The contamination exceeds the environmental standard; • The government is directly responsible or accepts responsibility for remediation of the contaminated site; and A reasonable estimate of the amount can be made.
REPORTING: Future Accounting Standards	No significant accounting standards changes for 2016 or 2017. New standards for <i>Related Party Disclosures</i> and <i>Assets, Contingent Assets and Contractual Rights</i> will be effective for 2018.
AUDITING STANDARDS	No changes to auditing standards for the 2015 year.

Detailed information on Key Changes and Developments are included as Appendix A.

4. KEY RESPONSIBILITIES

Effective discharge of the respective responsibilities of management, MNP and the Board of Directors, and maintenance of strong working relationships and open communication between MNP as auditors, the management and the Board of Directors of the Regional District, is directed toward a common duty to provide appropriate and adequate financial accountability, and quality financial disclosure.

MANAGEMENT RESPONSIBILITIES

- Preparation and fair presentation of the consolidated financial statements, including the notes thereto, in accordance with Canadian public sector accounting standards
- Initial selection of and changes to significant estimates and accounting policies
- Disclosure of sufficient information about the extent and nature of events having an effect on the Regional District
- Provide an adequate description of the selected applicable financial reporting framework
- Safeguarding of assets
- Establishment and maintenance of policies, financial reporting systems and controls (including those designed to prevent and detect fraud and misstatement)
- Ensuring compliance with applicable legislative authorities
- Provide and make available financial records and related data, copies of all minutes of meetings of directors and committees of directors
- Provide information relating to any known or possible non-compliance with legislative or regulatory requirements, and laws and regulations
- Provide information about all related parties and related party transactions
- Allow access to staff and management, and other business associates (i.e., lawyers, bankers) as necessary
- Provide written confirmation of representations relating to significant and/or material financial reporting items and disclosures

MNP RESPONSIBILITIES

- Report whether the December 31, 2015 consolidated financial statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Regional District in accordance with Canadian public sector accounting standards
- Provide reasonable, but not absolute, assurance of detecting misstatements, fraud or non-compliance with laws and regulations having a material effect on the consolidated financial statements as a whole.
 - Absolute assurance cannot be provided due to inherent limitations of the audit including the possibility of intentional misstatements due to management override or collusion
- Conduct our audit in accordance with Canadian generally accepted auditing standards
- Obtain an understanding of the risk of material misstatement
 - Understand the environment
 - Evaluate internal controls (should we test internal controls, our assessments would not be sufficient to conclude on the effectiveness or efficiency of internal controls)
- Examine, on a test basis, evidence supporting the amounts and disclosures within the consolidated financial statements
- Assess the appropriateness of the accounting policies selected and their application, the significant estimates made by management, and the use of the going concern assumption

Detailed information on the Audit Process is included as Appendix B.

BOARD OF DIRECTORS RESPONSIBILITIES

- Review and approve the consolidated financial statements and report thereon to the Board of Directors
- Allocate responsibility between governance and management
- Maintain oversight of management to ensure the integrity of accounting and financial reporting systems
- Ensure that appropriate controls are in place, including those needed for monitoring risk, financial reporting, prevention and detection of fraud and misstatement, and compliance with relevant laws and regulations
- Consider the potential for management override of controls or other inappropriate influences, such as earnings management
- Prevention and detection of fraud and misstatement
- Creation and maintenance of a culture of honesty and high ethics
- Approval of policies and the monitoring of performance areas
- Provide information to assist MNP in updating its understanding of the entity and its environment, including internal control
- Provide information about the entity's objectives, strategies and related business risks that may give rise to material misstatements
- Provide information about significant communications with regulators
- Inform MNP of appropriate governance persons with whom to communicate
- Identify additional areas of concern for MNP to consider when undertaking the audit

5. DELIVERABLES

We are committed to providing you with the highest level of professional service. Based on our understanding of your needs and expectations, our planned service response includes:

- We will keep you informed of the effect and timing of relevant new and proposed financial reporting requirements
- We will assist you to plan for and implement relevant new financial reporting requirements
- We will communicate effectively, and in a timely manner, with the Board of Directors. Our communications include this Audit Service Plan and, at the conclusion of our audit, the Audit Findings Report and our Management Letter
- We will attend and participate in Board of Directors meetings as appropriate
- We will assign an engagement team that understands your Regional District, the environment in which it operates, and the accounting, tax and regulatory issues that affect your financial reporting
- We will provide ongoing business, taxation and accounting advice, including financial reporting recommendations on unusual transactions, business contracts and other business arrangements as they arise
- Upon completion of our audit, we will issue our independent auditors' report on your consolidated financial statements, prepared in accordance with Canadian public sector accounting standards



6. TIMETABLE

	DATE
Presentation of December 31, 2015 Audit Service Plan to the Board of Directors	December 2015
Interim procedures	December 2015
Year-end procedures	April 2016
Draft year-end audit findings to be discussed with management	Late April 2016
Report of the December 31, 2015 Audit Findings to the Board of Directors	May 2016
Board of Directors approval for release of final year-end consolidated financial statements <ul style="list-style-type: none">• Issuance of independent auditors' report	May 2016

7. INDEPENDENCE

An essential aspect of all our services to the Regional District is an independent viewpoint, which recognizes that our responsibilities are to the Board of Directors. While the concept of independence demands a questioning and objective attitude in conducting our audit, it also requires the absence of financial or other interests in the Regional District. In accordance with our firm's policy and the Rules of Professional Conduct which govern our profession, neither MNP nor any of its team members assigned to the engagement nor any of its partners are permitted to have any involvement in or relationship with the Regional District that would impair independence or give that appearance. As auditors, we subscribe to the highest standards and are required to discuss our independence with the Board of Directors on an annual basis. We will:

- Disclose to the Board of Directors, in writing, all relationships between MNP and the Regional District that in our professional judgment may reasonably be thought to bear on our independence
- Confirm in writing that, in its professional judgment, MNP is independent within the meaning of the Rules of Professional Conduct of the Institute of Chartered Professional Accountants of British Columbia
- Discuss our independence with the Board of Directors

We are not aware of any relationships between our Firm and the Regional District during the year that, in our professional judgment, may reasonably be thought to bear on our independence to date.

We hereby confirm that we are independent auditors with respect to the Regional District.

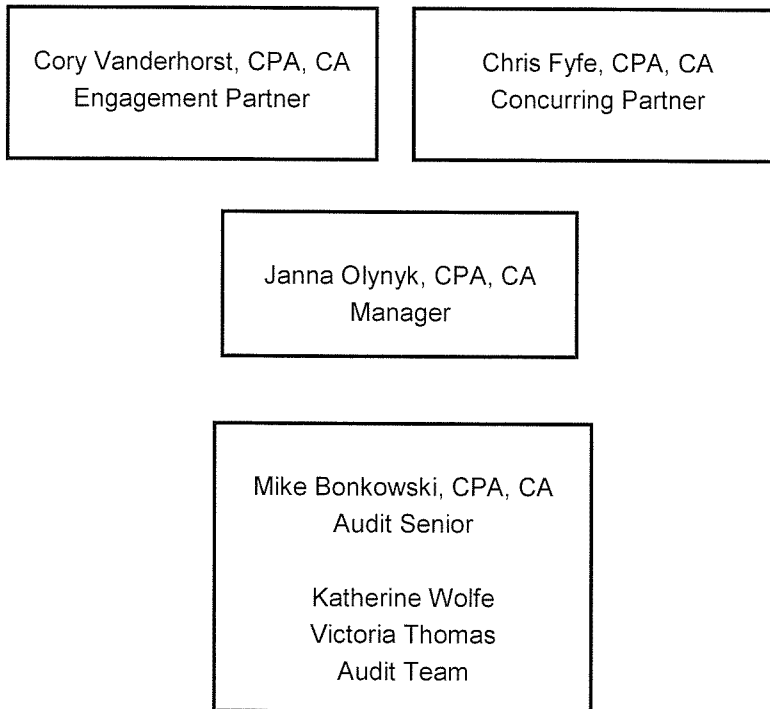
During the course of the audit, we will communicate any significant new matters that come to our attention that, in our professional judgment, may reasonably be thought to bear on our independence. At the completion of our audit, we will reconfirm our independence.

8. AUDIT TEAM AND MNP RESOURCES

In order to ensure effective communication between the Board of Directors and our firm, we briefly outline below the key members of our audit team and the role they will play.

Regional District of Nanaimo
December 31, 2015

Audit Team



In order to serve you better and meet our professional responsibilities, we may find it necessary to expand our audit team to include other MNP professionals whose consultation will assist us to evaluate and resolve complex, difficult and/or contentious matters identified during the course of our audit. Any changes to the audit team will be discussed with you to ensure a seamless process and that all concerned parties' needs are met.

9. FEES AND ASSUMPTIONS

Our audit fees for the year-ended December 31, 2015 are estimated to be the following, exclusive of disbursements and applicable taxes:

	2015 ESTIMATE	2014 ACTUAL
Base fee, excluding 5% administrative expense, per our audit proposal	\$32,665	\$32,060
Additional cost estimate for audit of new PS3260 <i>Liabilities for contaminated sites</i> , expected to be between \$3,000 and \$7,000	\$5,000	nil
Total fee, before disbursements and taxes	\$37,665	\$32,060

Pursuant to our billing policy, we will issue interim bills as follows:

- a) At the start of interim field work 30% of the estimated fee;
- b) At the start of year-end field work 50% of the estimated fee;
- c) Upon the delivery of the independent auditors' report, the balance.

Our audit fees are based on our estimated audit hours which consider our past experience and our knowledge of the Regional District. These estimated hours rely on the following assumptions:

- No significant deficiencies in internal controls which cause procedures to be extended
- No major unadjusted misstatements or un-reconciled balances
- Significantly all adjusting entries are completed prior to trial balance and journal entries being provided to audit team
- All management and required staff are available as needed
- Information and working papers required, as outlined in our letter of fiscal year-end requirements, are provided in the mutually agreed form and timing
- There are no changes to the agreed upon audit timetable and reporting requirements

If any significant issues arise during the course of our audit work which indicate a possibility of increased procedures or a change in the audit timetable, these will be discussed with management by the engagement partner so a mutually agreeable solution can be reached.

APPENDIX A: KEY CHANGES AND DEVELOPMENTS

NEW AND PROPOSED REPORTING AND AUDITING DEVELOPMENTS

PS 3260 Liability for Contaminated Sites (NEW)

In June 2010, new PS 3260 Liability for Contaminated Sites was included in the CPA Canada Public Sector Accounting Handbook (PSA HB). The Section applies to all governments and government organizations that base their accounting policies on the PSA HB. The main features of this standard are as follows:

A liability for remediation of contaminated sites should be recognized when all of the following criteria are met:

An environmental standard exists.

The contamination exceeds the environmental standard.

The government is directly responsible or accepts responsibility for remediation of the contaminated site.

A reasonable estimate of the amount can be made.

If the criteria for the recognition of a liability in PS 3200 Liabilities are met for a voluntary compliance with a non-authoritative policy or guideline, a liability may exist.

If the existence of a contamination is uncertain, still required to determine whether a liability exists and recognize where appropriate.

An assessment should be made based upon guidance in PS 3300 Contingent Liabilities if a government's responsibility for remediation of a contaminated site is uncertain.

The liability for contaminated sites is comprised of the costs directly attributable to remediation activities, net of expected recoveries, based upon the information available at the financial statement date and an estimate of the settlement amount.

The liability should be assessed at each reporting date. Any changes in the liability are to be recognized when the revisions are made.

The standard is effective for fiscal years beginning on or after April 1, 2014. Earlier adoption is encouraged.

PS 2200 Related Party Disclosures (NEW)

In March 2015, as part of the CPA Canada Public Sector Accounting Handbook Revisions Release No. 42, the Public Sector Accounting Board (PSAB) issued a new standard, PS 2200 Related Party Disclosures.

This new Section defines related party and established disclosures required for related party transactions. Disclosure of information about related party transactions and the relationship underlying them is required when they have occurred at a value different from that which would have been arrived at if the parties were unrelated, and they have, or could have, a material financial effect on the financial statements.

This section is effective for fiscal years beginning on or after April 1, 2017. Early adoption is permitted.

PS 3041 Portfolio Investments (New)

In March 2012, as a result of the issuance of PS 3450 Financial Instruments, the Public Sector Accounting Board (PSAB) issued new PS 3041 Portfolio Investments, which revises and replaces PS 3030 Temporary Investments and PS 3040 Portfolio Investments. The main features of the new standard are:

PS 3041 does not make a distinction between temporary and portfolio investments, and is cross referenced and conformed to the requirements of PS 3450.

Investments previously within the scope of PS 3030, which are not cash equivalents, are now accounted for within the scope of PS 3041.

This Section is effective in the same period PS 1201 Financial Statement Presentation, PS 2601 Foreign Currency Translation and PS 3450 are adopted. PS 1201, PS 2601 and PS 3450 are to be adopted together and are effective for fiscal years beginning on or after April 1, 2016. Early adoption is permitted.

PS 3420 Inter-entity Transactions

The Public Sector Accounting Board (PSAB) issued in March 2015 CPA Canada Public Sector Accounting Handbook Revisions Release No. 42, containing a new standard, PS 3420 Inter-Entity Transactions.

The new Section establishes standard on how to account for and report transactions between public sector entities that comprise a government's reporting entity from both a provider and recipient perspective.

The main features of the new Section are:

Under a policy of cost allocation, revenues and expenses are recognized on a gross basis.

Transactions are measured at the carrying amount, except in specific circumstances.

A recipient may choose to recognize unallocated costs for the provision of goods and services and measure them at the carrying amount, fair value or other amount dictated by policy, accountability structure or budget practice.

The transfer of an asset or liability for nominal or no consideration is measured by the provider at the carrying amount and by the recipient at the carrying amount or fair value.

Inter-entity transactions are considered in conjunction with PS 2200 Related Party Disclosures.

The standard is effective for fiscal years beginning on or after April 1, 2017. Earlier adoption is permitted.

PS 3450 Financial Instruments (New and Amendment)

In June 2011, the Public Sector Accounting Board (PSAB) issued new PS 3450 Financial Instruments.

The new standard establishes requirements for recognition, measurement, derecognition, presentation and disclosure of financial assets and financial liabilities, including derivatives. The main features of the new standard are:

Financial instruments are classified into two measurement categories: fair value, or cost or amortized cost.

Almost all derivatives, including embedded derivatives not closely related to the host contract, are measured at fair value.

Portfolio investments in equity instruments quoted in an active market are measured at fair value.

Other financial assets and financial liabilities are generally measured at cost or amortized cost.

An entity may elect to measure any group of financial assets or financial liabilities (or both) at fair value when the entity has a risk management or investment strategy to manage those items on a fair value basis.

Remeasurement gains and losses on financial instruments measured at fair value are reported in the statement of remeasurement gains and losses until the financial instrument is derecognized.

Budget to actual comparisons are not required within the statement of remeasurement gains and losses;

Financial liabilities are derecognized when, and only when, they are extinguished.

Financial assets and financial liabilities are only offset and reported on a net basis if a legally enforceable right to set off the recognized amounts exists, and the entity intends to settle on a net basis or realize/settle the amounts simultaneously.

In May 2012, the transitional provisions for this Section were amended, effective at the time the standard is initially applied, to clarify that the measurement provisions are applied prospectively. Adjustments to previous carrying amounts are recognized in opening accumulated remeasurement gains or losses.

Additionally, a new transitional provision has been added that applies to government organizations transitioning from the standards in Part V of the CPA Canada Handbook – Accounting with items classified as available for sale. Accumulated other comprehensive income (OCI) from items classified as available for sale is recognized in accumulated remeasurement gains or losses on transition.

In February 2013, this Section was amended to clarify that the requirements of PS 3100 Restricted Assets and Revenues apply when reporting on externally restricted assets that are financial instruments. When there is an external restriction on a financial asset and the income on that financial asset is also externally restricted, gains or losses associated with that restricted asset will be accounted for as a liability until the resources are used for the purpose(s) specified. This amendment is effective for fiscal years beginning on or after March 1, 2013. Early adoption is permitted as of the beginning of the fiscal year in which the Section is first applied.

In December 2013, PSAB completed its review of the application of PS 2601 Foreign Currency Translation and PS 3450 by governments. PSAB confirmed that the principles are fundamentally sound. A one-year extension of the effective date was approved to provide opportunity to address transitional issues and concerns.

PS 3450 is effective for fiscal years beginning on or after April 1, 2016. In the period that a public sector entity applies PS 3450, it also applies PS 1201, PS 2601 and PS 3041. Early adoption is permitted.

Financial Instruments: Transition

The Public Sector Accounting Board (PSAB) issued this Exposure Draft (ED) in October 2014 to clarify the scope of PS 3450 Financial Instrument, and add transitional provisions and new guidance. The main features of this ED include:

Purpose and Scope

The ED clarifies that PS 3450 does not apply unless a contractual right or a contractual obligation underlies a receivable or payable. By definition, there must be a contract for there to be a financial instrument.

Presentation

The ED clarifies how a transfer of collateral pursuant to a credit risk management mechanism in a derivative contract is accounted for.

Transitional Provisions

Prior to adopting PS 3450, a public sector entity may have unamortized discounts or premiums attributable to debt buy-backs. To comply with PS 3450, the issuer needs to derecognize these debt instruments at the beginning of the fiscal year in which PS 3450 is first applied. This derecognition is accounted for retroactively without restatement. An unamortized discount or premium associated with the derecognized debt instrument is accounted for as an adjustment to opening surplus/deficit. Financial assets or financial liabilities in the cost or amortized cost category may have an associated unamortized discount or premium. When this is the case, the discount or premium is included in the item's opening carrying value.

Derivatives may not have been recognized or may not have been measured at fair value prior to the adoption of PS 3450. Any difference between the previous carrying value and fair value is recognized in the opening balance of accumulated remeasurement gains and losses.

The amendments are proposed to be effective for fiscal periods beginning on or after April 1, 2016. Earlier application will be permitted.

Assets, Contingent Assets and Contractual Rights

The Public Sector Accounting Board (PSAB) issued an Exposure Draft (ED) in August 2014, proposing to issue three new Sections: assets, contingent assets and contractual rights. The main features of the ED are as follows:

Assets

Additional guidance on the definition of assets is provided.
Disclosure of types of assets that are not recognized is required.

Contingent assets

Contingent assets are defined.
Disclosure of contingent assets is required when the occurrence of the confirming future event is likely.

Contractual rights

Contractual rights are defined.
Disclosure of contractual rights is required.

All three new Sections are proposed to be effective for fiscal periods beginning on or after April 1, 2017. Earlier application is encouraged. The new assets Section is proposed to be applied prospectively.

Restructuring Transactions

The Public Sector Accounting Board (PSAB) issued an Exposure Draft (ED) in August 2014, proposing guidance on accounting for and reporting assets and liabilities transferred in restructuring transactions by both transferors and recipients. The main features of the ED are as follows:

A restructuring transaction is defined separately from an acquisition. The key distinction between the two is the absence of an exchange of consideration in a restructuring transaction.

A restructuring transaction is defined as a transfer of an integrated set of assets and/or liabilities, together with related program or operating responsibilities that does not involve an exchange of consideration.

Individual assets and liabilities transferred in a restructuring transaction are derecognized by the transferor at their carrying amount and recognized by the recipient at their carrying amount with applicable adjustments.

The increase in net assets or net liabilities resulting from recognition and derecognition of individual assets and liabilities received from all transferors, and transferred to all recipients in a restructuring transaction, is recognized as revenue or as an expense.

Restructuring-related costs are recognized as expenses when incurred.

Individual assets and liabilities received in a restructuring transaction are initially classified based on the accounting policies and circumstances of the recipient at the restructuring date.

The financial position and results of operations prior to the restructuring date are not restated.

Disclosure of information about the transferred assets, liabilities and related operations prior to the restructuring date by the recipient is encouraged but not required.

The proposed Section will be effective for new restructuring transactions that occur in fiscal periods beginning on or after April 1, 2018. Earlier application is encouraged.

Joint Policy Statement Concerning Communications with Law Firms Regarding Claims and Possible Claims in Connection with the Preparation and Audit of Financial Statements

In November 2014, the Auditing and Assurance Standards Board (AASB) and the JPS Review Committee of the Canadian Bar Association (CBA Committee) issued an Exposure Draft (ED) that proposes a revised “Joint Policy Statement Concerning Communications with Law Firms Regarding Claims and Possible Claims in Connection with the Preparation and Audit of Financial Statements” (the “Statement”). This Statement will replace the existing Statement issued in 1978 and AuG-46 Communication with Law Firms under New Accounting and Auditing Standards.

Fundamental proposed changes include:

Expanding the scope of the revised Statement to apply to in-house legal counsel who is acting in a legal capacity by performing a role that commonly would be performed by external legal counsel;

Providing a more detailed discussion on the legal concept of privilege;

Structuring the revised Statement to be accounting framework neutral so that it can be used regardless of the applicable financial reporting framework applied by management to evaluate the entity’s claims and possible claims; and

Updating guidance with respect to the timing of issuance of the inquiry and response letters.

The revised Statement would be effective for inquiry letters dated on or after December 1, 2016.

APPENDIX B: THE AUDIT PROCESS

OUR PLAN

Our overall audit strategy is risk-based and controls-oriented. Assessment and identification of risk is performed continuously throughout the audit process. We focus on the risks that have a potential impact on the financial accounting systems and subsequent financial reporting.

Our overall audit strategy does not, and is not intended to involve the authentication of documents, nor are our team members trained or expected to be experts in such authentication. Unless we have reason to believe otherwise, we accept records and documents as genuine. The subsequent discovery of a material misstatement resulting from fraud does not, in and of itself, indicate a failure to comply with Canadian generally accepted auditing standards.

AUDIT PROCEDURES

To meet our responsibilities in accordance with Canadian generally accepted auditing standards, our audit examination includes:

- Obtaining an understanding of the entity and its environment, including its controls, in order to identify and assess the risk that the consolidated financial statements contain material misstatements due to fraud or misstatement;
- Assessing the adequacy of and examining, on a test basis, the key controls over significant transaction streams and over the general organizational and computer environments;
- Assessing the systems used to ensure compliance with applicable legislative and related authorities pertaining to financial reporting, revenue raising, borrowing, and investing activities;
- Examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements;
- Assessing the appropriateness and consistency of accounting principles used and their application;
- Assessing the significant estimates used by management; and,
- Assessing the entity's use of the going concern assumption in the preparation of the financial statements.

As part of our planning process, we will also undertake to inform the Board of Directors of concerns relating to management's implementation and maintenance of controls, and the effects of any such concerns on the overall strategy and scope of the audit. These concerns might arise from the nature, extent and frequency of management's assessments of controls in place to detect fraud and misstatement, and of the risk that the consolidated financial statements may be misstated; from a failure by management to appropriately address significant deficiencies in controls identified in prior audits; and, from our evaluation of the Regional District's control environment, and management's competence and integrity.

OVERALL RELIANCE

In general, there are three levels of reliance that we can place on controls, or the absence thereof:

Low/None – where we cannot rely on controls because they are weak or absent, or where it is deemed to be more efficient to carry out a high level of direct substantive tests of transactions and balances. Audit evidence is primarily obtained through detailed verification procedures and sufficient substantive tests of details and transactions.

Moderate – where there are some deficiencies in systems application or procedural controls, or where it is deemed to be inefficient to test systems application controls, but where we can test and rely on the management monitoring systems in place to detect and correct material misstatements in the financial reporting systems. Testing of controls is supplemented with a moderate level of substantive tests of details and transactions.

High – where a high degree of control is in place in the areas of management monitoring controls AND systems application and procedural controls. Our audit work focuses on testing both management monitoring and systems application and procedural controls, and is supplemented with a low level of substantive tests of details and transactions.

For the 2015 audit, we are planning to place no reliance on the Regional District's accounting systems. This level of reliance is different from the prior year (as a result of MNP adopting a new audit methodology), and will also involve some substantive tests of transactions and balances. The amount of substantive work may be reduced for cycles where there are controls in place that MNP can test and rely on.

As part of our audit work we will update our understanding of the entity and its environment, including the controls relevant to our audit of the principal transaction cycles, sufficient to identify and assess the risks of material misstatement of the consolidated financial statements resulting from fraud or misstatement. This will be accomplished through enquiries with management and others within the entity, analytical procedures and observation and inspection. Furthermore, we will consider whether effective controls have been established to adequately respond to the risks arising from the use of IT or manual systems and test the operation of those controls to an extent sufficient to enable us to reduce our substantive work. Our review of the Regional District's controls will not be sufficient to express an opinion as to their effectiveness or efficiency. Although we will provide the Board of Directors with any information about significant deficiencies in internal control that have come to our attention, we may not be aware of all the significant deficiencies in internal control that do, in fact, exist.

AUDIT MATERIALITY

Materiality is an important audit concept. It is used to assess the significance of misstatements or omissions that are identified during the audit and to determine the level of audit testing that is carried out. Specifically, a misstatement or the aggregate of all misstatements in consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures) is considered to be material if it is probable that the decision of the party relying on the consolidated financial statements, who has reasonable understanding of business and economic activities, will be changed or influenced by such a misstatement or aggregate of all misstatements. The scope of our audit work is tailored to reflect the relative size of operations of the Regional District and our assessment of the potential for material misstatements in the Regional District's consolidated financial statements as a whole (and, if applicable, for particular classes of transactions, account balances or disclosures). In determining the scope, we emphasize relative audit risk and materiality, and consider a number of factors, including:

- The size, complexity, and growth of the Regional District;
- Changes within the organization, management or accounting systems; and
- Concerns expressed by management.

Judgment is applied to determine a level of materiality appropriate to the audit of each set of consolidated financial statements (and, if applicable, for particular classes of transactions, account balances or disclosures). Determination of an appropriate level of materiality is affected by our perception of the financial information needs of users of the financial statements. In this context, it is reasonable to assume that users: understand that financial statements are prepared, presented and audited to levels of materiality; recognize uncertainties inherent in the measurement of amounts based on the use of estimates, judgment and consideration of future events; and make reasonable economic decisions based on the financial statements. The foregoing factors are taken into account in establishing the materiality level. **For your information, we propose to use \$1,000,000 as overall materiality for audit planning purposes.** This is based on approximately 1.33% of 2015 budgeted consolidated revenues, on a PSAB basis.

INHERENT LIMITATIONS IN THE AUDITING PROCESS

An auditor cannot obtain absolute assurance that material misstatements in the consolidated financial statements will be detected due to factors such as the use of significant judgment regarding the gathering of evidence and the drawing of conclusions based on the audit evidence acquired; the use of testing of the data underlying the consolidated financial statements; inherent limitations of controls; and, the fact that much of the audit evidence available to the auditor is persuasive, rather than conclusive in nature.

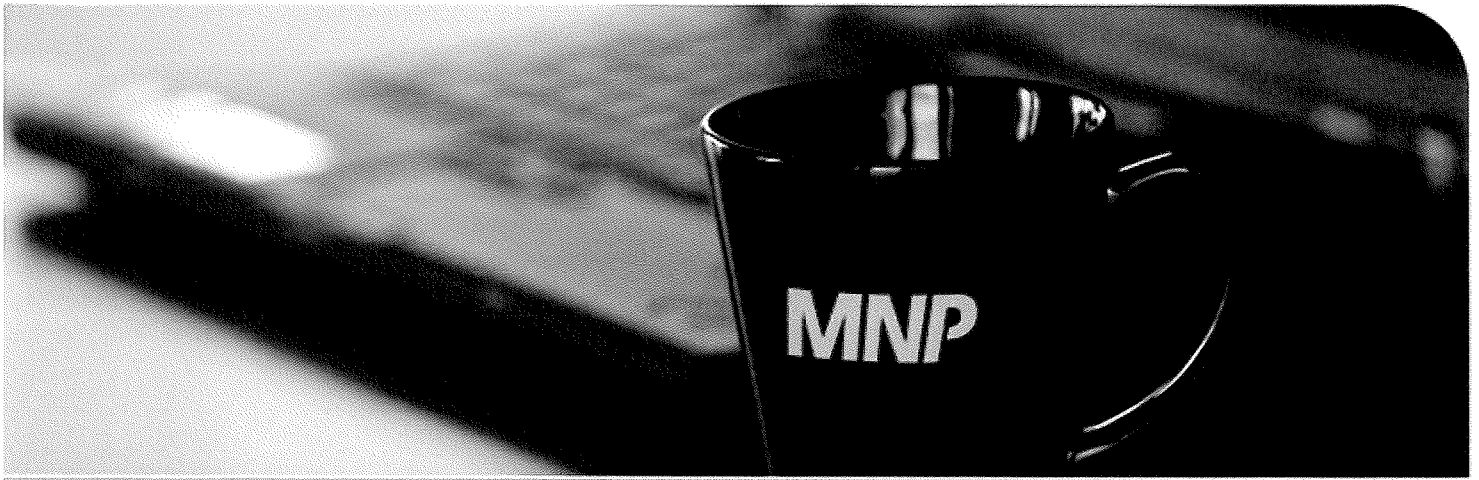
Because of the nature of fraud, including attempts at concealment through collusion and forgery, an audit designed and executed in accordance with Canadian generally accepted auditing standards may not detect a material fraud. While effective controls reduce the likelihood that misstatements will occur and remain undetected, they do not eliminate that possibility. Therefore, the auditor cannot guarantee that fraud, misstatements and non-compliance with laws and regulations, if present, will be detected when conducting an audit in accordance with Canadian generally accepted auditing standards.

The likelihood of not detecting material misstatements resulting from management fraud is greater than for employee fraud, because management is in a position to manipulate records, present fraudulent information or override controls.

We will inform the appropriate level of management or the Board of Directors with respect to identified:

- Misstatements resulting from errors, other than clearly trivial misstatements;
- Fraud, or any information obtained that indicates that fraud may exist;
- Evidence obtained that indicates non-compliance or possible non-compliance with laws and regulations, other than that considered inconsequential;
- Significant deficiencies in the design or implementation of controls to prevent and detect fraud or misstatement; and
- Related party transactions that are not in the normal course of operations and that involve significant judgments made by management concerning measurement or disclosure.

Our concern as auditors is with material misstatements, and thus, we are not responsible for the detection of misstatements that are not material to the consolidated financial statements taken as a whole.



ABOUT MNP

MNP is one of the largest chartered accountancy and business consulting firms in Canada. For more than 65 years, we have proudly served and responded to the needs of our clients in the public, private and not-for-profit sectors. Through partner-led engagements, we provide a cost-effective approach to doing business and personalized strategies to help you succeed.



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Local Government Program Services

...programs to address provincial-local government shared priorities



Administration provided
by UBCM

Funding provided by
Province of B.C.



For program
information, visit the
Funding Programs
section at:

www.ubcm.ca

LGPS Secretariat

Local Government House
525 Government Street
Victoria, BC, V8V 0A8

E-mail: lgps@ubcm.ca
Phone: (250) 356-2947

December 15, 2015

Chair Veenhof and Board
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

RDN CAOS OFFICE			
CAO	<input checked="" type="checkbox"/>	GM R&P	<input type="checkbox"/>
GMS&CD	<input checked="" type="checkbox"/>	GM T&SW	<input type="checkbox"/>
GM R&CU	<input type="checkbox"/>	DF	<input checked="" type="checkbox"/>
DEC 18 2015			
DCS	<input type="checkbox"/>	BOARD	<input checked="" type="checkbox"/>
CHAIR	<input checked="" type="checkbox"/>		<input type="checkbox"/>

Re: 2016 Asset Management Planning Program - Grant Approval and Terms & Conditions

Dear Chair and Board,

Thank you for submitting an application for the 2016 Asset Management Planning grant program.

I am pleased to inform you that the Evaluation Committee has approved funding for your project, *Building a Strategic Asset Risk Register - Communication, Consultation and Capacity Building*, in the amount of \$10,000.00.

As outlined in the Program & Application Guide, grant payments will be issued when the approved project is complete and UBCM has received and approved the required final report and financial summary.

The Ministry of Community, Sport & Cultural Development has provided funding for this program and the general Terms & Conditions are attached. In addition, in order to satisfy the terms of the contribution agreement, we have the following requirements:

- (1) The funding is to be used solely for the purpose of the above named project and for the expenses itemized in the budget that was approved as part of your application;
- (2) The funds must be matched in cash or in-kind;
- (3) All project activities must be completed within 12 months and no later than December 30, 2016;
- (4) The Final Report Form is required to be submitted to UBCM within 30 days of project end date and no later than January 31, 2017;
- (5) Any unused funds must be returned to UBCM within 30 days following the project end date.

On behalf of the Evaluation Committee, I would like to congratulate you for responding to this opportunity to advance asset management in your local government.

If you have any questions, please contact Local Government Program Services at (250) 356-2947 or by email at lgps@ubcm.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Ronald', with a stylized flourish at the end.

Peter Ronald
Programs Officer

cc: *Chris Midgley, Manager, Energy and Sustainability, Regional District of Nanaimo*

Enclosure



Local Government Program Services

General Funding Terms & Conditions

The purpose of these Terms and Conditions is to provide basic information on the administration of Local Government Program Services (LGPS) grants. For specific information regarding the terms and conditions of each funding program, please refer to the Program & Application Guide.

1. Definitions

- **Approved Applicant** - In general, LGPS grants are awarded to local governments (regional districts and municipalities). However, under some programs, other organizations, such as First Nations and aboriginal organizations or boards of education, can be the approved applicant. The approved applicant is the primary contact for UBCM and is responsible for overall grant management.
- **Approved Partner(s)** - Are organizations that contribute directly to the approved project, are identified in the application and are approved by UBCM. Possible partners include, but are not limited to, boards of education, health authorities, First Nations or aboriginal organizations, non-profit organizations and local governments (other than the applicant).
- **Approved Project** - Is the activity or activities described in the application and approved by UBCM.
- **Cash Expenditures** - Are direct costs properly and reasonably incurred and paid for with money by the approved applicant or approved project partners for the development or implementation of the approved project. For example, catering and consultant fees can be cash expenditures.
- **In-Kind Expenditures** - Are the use of resources of the approved applicant or approved project partner for the development or implementation of the approved project. For example, the use of meeting rooms owned by the applicant or approved partner can be an in-kind expenditure.
- **Program & Application Guides** - Are the application and program materials prepared by UBCM to describe the program and assist applicants in completing and submitting an application. All Program & Application Guides are available at www.ubcm.ca.

2. Eligible & Ineligible Costs

Eligible costs, including cash and in-kind expenditures, are direct costs properly and reasonably incurred by the approved applicant or approved partners in the development or implementation of the approved project. To be eligible, these costs must be outlined in the detailed budget submitted by the approved applicant as part of the application process and be approved by UBCM. Requests to change the budget must be made to UBCM, in writing, by the approved applicant (see below). Please see the Program & Application Guide for specific notes regarding eligible and ineligible costs.

3. Post-Approval Terms

Notice of Approval

UBCM will inform approved applicants by letter and a specified percentage of the approved grant amount will be forwarded upon approval. The balance will be paid on satisfactory completion of the project and receipt of all final reporting requirements.

Applicant Responsibilities

LGPS grants are awarded to approved applicants. When collaborative projects are undertaken, the approved applicant remains the primary organization responsible for the grant. Due to this, the approved applicant is the primary contact for UBCM and is responsible for:

- Ensuring that approved activities are undertaken as outlined in the approved application and within the required timeline,
- Providing proper fiscal management of the grant and approved project (see below), and

- Submitting progress and/or final reports, using UBCM forms where available, as required by the Program & Application Guide (see below).

Accounting Records

Acceptable accounting records must be kept that clearly disclose the nature and amounts of cash and in-kind expenditures incurred during the development or implementation of the approved project. Financial summaries are required to be submitted as part of the final report and must be signed by a representative of the approved applicant (or as required in the Program & Application Guide). In all cases, the final project expenditure must be net of any rebates (such as HST) that the approved applicant or approved partner is eligible to receive.

Changes to or Cancellation of Approved Project

Approved applicants need to advise UBCM, in writing, of any significant variation from the approved project as described in the approved application, including any major changes to:

- Start or end dates
- Cash and in-kind expenditures or matching funds (when required)
- Project purpose, goals, outcomes or milestones
- Project partners

UBCM's approval may be required in advance for such changes. If an approved project is cancelled, the approved applicant is responsible for ensuring any grant monies that have been advanced are returned to UBCM within 30 days, or as outlined in the Program & Application Guide.

4. Reporting Requirements

Submission of Reports

Approved applicants are required to submit progress and final reports as outlined in the Program & Application Guide. When UBCM forms are available, they are required to be used. Please note the following when submitting a report:

- When completing a UBCM report form please ensure that each question is answered and that all attachments are complete. Follow any sample templates that UBCM provides.
- When a report form is not required, please ensure that each required component, as outlined in the Program & Application Guide, is addressed in your report and that all attachments are complete.
- Unless specifically requested, please do not bind reports or submit in binders or folders.
- When submitting electronically, submit all documents as Word or PDF files.
- All digital photos or images should be submitted, by e-mail or on CD, as JPEG files.
- When you are ready to submit your report, please e-mail it directly to lgps@ubcm.ca or mail/fax it to Local Government House: 525 Government Street, Victoria, BC, V8V 0A8 or Fax: (250) 356-5119

Extensions and Outstanding Reports

In order for an approved project to continue past the approved end date – or for a final report to be submitted after the established deadline – approved applicants must contact LGPS and request *and be granted* permission for an extension.

Approved applicants that do not request extensions and have outstanding reports may forfeit the final payment of their grant and may not be eligible to apply to future LGPS programs until reports are received.

5. Recognition of Funding and Funders

Approved applicants should contact UBCM for more information on recognizing funding and for information on the appropriate use of logos. Please contact Paul Taylor, Relationships & Communications Advisor, at (250) 356-2938 or ptaylor@ubcm.ca.

November 26, 2015

RDN CAO'S OFFICE			
CAO	<input checked="" type="checkbox"/>	GM R&P	
GMS&CD		GM T&SW	
GM R&CU		DF	<input checked="" type="checkbox"/>
DEC 0 2 2015			
DCS		BOARD	<input checked="" type="checkbox"/>
CHAIR			

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

Dear Chair Joe Stanhope:

RE: GAS TAX AGREEMENT COMMUNITY WORKS FUND PAYMENT

I am pleased to advise that UBCM is in the process of distributing the second Community Works Fund (CWF) payment for fiscal 2015/2016. An electronic transfer of \$810,972.69 is expected to occur within the next 30 days. These payments are made in accordance with the payment schedule set out in your CWF Agreement with UBCM (see section 4 of your Agreement).

CWF is made available to eligible local governments by the Government of Canada pursuant to the Administrative Agreement on the Federal Gas Tax Fund in British Columbia. Funding under the program may be directed to local priorities that fall within one of the eligible project categories.

UBCM is also making an additional payment towards CWF funding for fiscal 2015/2016 from interest accumulated over the term of the first Gas Tax Agreement.

CWF Payment (2015/2016): \$798,364.36
 Interest Payment (2015/2016): \$12,608.33
 Total EFT Transfer: \$810,972.69

Further details regarding use of CWF and project eligibility are outlined in your CWF Agreement and details on the Gas Tax Agreement can be found on our website at www.ubcm.ca.

For further information, please contact Brant Felker, Gas Tax Policy and Program Manager, by e-mail at bfelker@ubcm.ca or by phone at 250-356-0893.

Sincerely,



Chair Al Richmond
 UBCM President

PC: Wendy Idema, Director of Finance

From: W. Pritchard [<mailto:wpritchard@shaw.ca>]
Sent: Wednesday, November 18, 2015 10:18 AM
To: corpsrv
Subject: Ducks Unlimited Canada, Vancouver Island Workshop Support

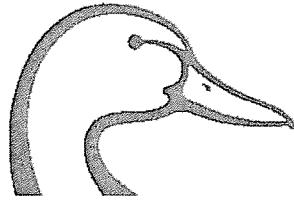
Dear Regional District of Nanaimo,

Attached is our Letter of Support for our upcoming Vancouver Island Workshop to be held in Parksville, February 2016.

We look forward to your early response.

Yours in conservation,

Wayne Pritchard
Director
Ducks unlimited Canada
250-757-8978



Ducks Unlimited Canada

CANADA'S CONSERVATION COMPANY

5205 Gainsberg Rd Bowser B.C. V0R1G0 – 250-757-8978

wpritchard@shaw.ca

November 18, 2015

Regional District of Nanaimo
Attention: Joe Stanhope, Chairman

Dear Chairman Stanhope and Directors,

RDN CAOS OFFICE		
CAO	<input checked="" type="checkbox"/>	GM R&P
GMS&CD		GM T&SW
GM R&CU		DF
NOV 20 2015		
DCS		BOARD <input checked="" type="checkbox"/>
CHAIR		

This letter will introduce you to our proposed Work Shop plans for the volunteers in the spring of 2016. Every second year workshops are held throughout the province.

The Regional District of Nanaimo has a long and valued history of supporting our conservation work on Vancouver Island. We are looking for you to support our Workshop February 6-7th that will be held for all the volunteers on Vancouver Island at the Tigh Na Mara in Parksville.

Please consider a gift of \$1000.00

Territorial Workshops recognize the hard work of over 750 BC volunteers in over 60 chapters in British Columbia. As always we will spotlight our conservation work in the area, and delegates will be able to enjoy interactive discussions, share best practices, work on local fundraising budgets and experience a fundraising dinner put on by the staff and provincial council while viewing the new Ducks Unlimited Merchandise package for future events.

Ducks Unlimited Canada is focused on wetland conservation in British Columbia, identifying habitats and waterfowl species in the greatest need of help, and then charting a course for restoration and management. Supported by leading edge science, our conservation programs are concentrated on wetlands restoration and preservation that provide maximum benefits for North America's waterfowl, wildlife and people. For example, over the next 20 years, DUC BC will be spending over \$22 million on the East Coast of Vancouver Island, another \$20 million on the Lower Mainland and \$20 million in the Okanagan Inter-mountain Region with most of the funds being raised by our volunteer sector with the aid of our over 16,000 supporters.

We will soon start to publicize our 2016 Volunteer Work Shops. To ensure maximum recognition of **your** involvement in per-conference communications as well as through all the materials distributed at the event itself we need your early commitment.

All donations are eligible for a tax receipt.

Thank you for considering our offer to again become a **conservation partner**.

Yours in conservation,

Wayne Pritchard
Director,
Ducks Unlimited Canada



TOWN OF QUALICUM BEACH

INCORPORATED 1942

201 - 660 Primrose St.
P.O. Box 130
Qualicum Beach, B.C.
V9K 1S7

Telephone: (250) 752-6921
Fax: (250) 752-1243
E-mail: qbtown@qualicumbeach.com
Website: www.qualicumbeach.com

December 9, 2015

Randy Alexander
General Manager, Regional & Community Utilities
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2

Dear Randy Alexander:

French Creek Water Service Area

The Council of the Town of Qualicum Beach at their October 22, 2015 meeting considered the request of the Regional District of Nanaimo, arising from your residents' dissatisfaction with their water quality, to have Qualicum Beach supply water to the Sandpiper subdivision. Council declined the request at this time and have directed me to advise you of this decision. The current arrangement of supply and sale of water to Sandpiper for emergency or scheduled maintenance purposes remains unchanged.

The Town wishes to remain a supportive regional partner and maintain an open dialogue on regional water issues; however at this time the Town is not prepared to commit current water supply capacity to resolve an issue where a lack of supply does not exist.

In coming to their decision, Council gave consideration to the following; uncertainly about the long term impacts of climate change on water scarcity and water quality, discussion about water governance and the resulting community reaction, and the probable need to address water supply or sewage disposal issues in adjacent RDN developed areas.

If you have any questions about this decision or wish to discuss any issues that relate to water supply, please feel free to contact me.

Yours truly,

R.K. Weir, P.Eng
Director of Engineering, Utilities & Airport
Town of Qualicum Beach

File: 5600-01
N:\0100-0699 Administration\0110 Administration-General\0110-20 Convenience Letters\2015\RDN French Creek Water Service Area Sandpiper Dec 2015



RDN REPORT	
CAO APPROVAL	✓
EAP	
CoW	✓
JAN 05 2016	
RHD	
BOARD	

STAFF REPORT

TO: Geoff Garbutt, General Manager
Strategic & Community Development

DATE: January 4, 2016

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

MEETING: January 12, 2016 CoW

FILE: 3900-20-939.04

SUBJECT: Animal Control and Licensing Amendment Bylaw No. 939.04, 2016

RECOMMENDATIONS

1. That "Animal Control and Licensing Amendment Bylaw No. 939.04, 2016" be introduced and read three times.
2. That "Animal Control and Licensing Amendment Bylaw No. 939.04, 2016" be adopted.

PURPOSE

To consider amending "Animal Control and Licensing Bylaw No. 939, 1994" to correct an omission in the impoundment fees schedule.

BACKGROUND

Animal Control Bylaw No. 939 regulates the control and licensing of dogs in Electoral Areas 'E', 'G' and 'H'. It was noted during a recent review of the bylaw that an impoundment fee had been omitted under paragraph (a) of Schedule 'B'. The bylaw currently provides for an impoundment fee for "unlicensed dangerous dogs at large". This housekeeping amendment will add an impoundment fee for "licensed dangerous dogs" in the same amount (\$500) (see Attachment).

ALTERNATIVES

1. Consider an amendment to Animal Control Bylaw No. 939 to correct an omission in the impoundment fees schedule.
2. Not consider the amendment and provide staff with further direction.

FINANCIAL IMPLICATIONS

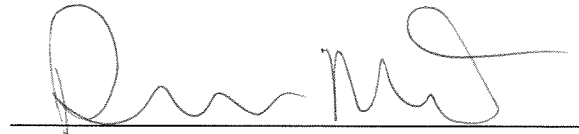
Impoundment fees are credited to the service budget and there are no direct costs to the service with the inclusion of additional impoundment fees.

CONCLUSION

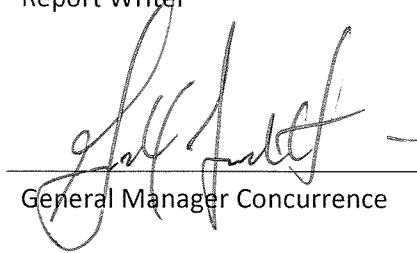
This report addresses the requirement for a housekeeping amendment to Animal Control Bylaw No. 939 to add an impoundment fee for "licensed dangerous dogs at large" in the same amount (\$500) as the current provision for "unlicensed dangerous dogs at large". This amendment will ensure that impoundment fees can be imposed in relation to licensed as well as unlicensed dangerous dogs found at large.



Report Writer



CAO Concurrance



General Manager Concurrance

COMMENTS:

Attachment No. 1

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 939.04

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO
ANIMAL CONTROL AND LICENSING BYLAW NO. 939, 1994**

WHEREAS the Board of the Regional District of Nanaimo wishes to amend "Animal Control and Licensing Bylaw No. 939, 1994";

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

1. Citation

This Bylaw may be cited as "Animal Control and Licensing Amendment Bylaw No. 939.04, 2016".

2. Amendment

"Animal Control and Licensing Bylaw No. 939, 1994" is hereby amended by deleting Schedule 'B' and replacing it with a new Schedule 'B' attached to and forming part of this bylaw.

3. Severability

In the event that a provision of this bylaw is found to be invalid by a court of competent jurisdiction, the provision may be severed from this bylaw.

Introduced and read three times this day of , 2016.

Adopted this day of , 2016.

CHAIRPERSON

CORPORATE OFFICER

Attachment No. 1

Schedule 'B' to accompany "Animal Control and Licensing Amendment Bylaw No. 939.04, 2016".

Chairperson

Corporate Officer

REGIONAL DISTRICT OF NANAIMO

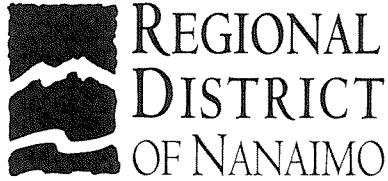
BYLAW NO. 939

SCHEDULE 'B'

DOG IMPOUNDMENT/MAINTENANCE FEES

An owner may reclaim their impounded dog upon proving ownership to the satisfaction of the Animal Control Officer and paying to the Animal Control Officer the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule 'A'.

Impound Fee:	<u>"Dogs at Large"</u>	<u>Dangerous Dog "At Large"</u>
(a) first impounding		
licensed dog	\$30.00	\$500.00
unlicensed dog	\$50.00	\$500.00
(b) second and each successive impounding involving the same dog within a six (6) month period following the first impoundment	\$60.00	\$1000.00
(c) maintenance costs per day or part of a day for the time such dog is impounded	\$11.00	\$11.00



RDN REPORT		
CAO APPROVAL		
EAP		
CoW	✓	
JAN 06 2016		
RHD		
BOARD		

STAFF REPORT

TO: Geoff Garbutt, General Manager
Strategic & Community Development

DATE: January 4, 2016

MEETING: January 12, 2016 CoW

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

FILE: 3900-20-941.06

SUBJECT: Animal Control Amendment Bylaw No. 941.06, 2016

RECOMMENDATIONS

1. That “Animal Control Amendment Bylaw No. 941.06, 2016” be introduced and read three times.
2. That “Animal Control Amendment Bylaw No. 941.06, 2016” be adopted.

PURPOSE

To consider amending “Animal Control Bylaw No. 941, 1994” to add impoundment fees for dogs at large in Electoral Area ‘F’.

BACKGROUND

In September 2015, the Board adopted amendments to the Electoral Area ‘F’ Animal Control Bylaw to add regulations for the control of dogs at large and dogs harassing or molesting persons or domestic animals. In addition to prescribed fines, all RDN Animal Control Bylaws contain provisions for the impoundment of dogs found at large and the levying of impoundment fees. The Electoral Area ‘F’ Animal Control Bylaw currently contains impoundment fees for “dangerous dog at large”, but not for the recently added provision for “dogs at large.” This amendment bylaw will correct the omission of impoundment fees for “dogs at large” (see Attachment).

ALTERNATIVES

1. Consider an amendment to the Electoral Area ‘F’ Animal Control Bylaw to include impoundment fees for dogs at large.
2. Not consider the amendment and provide staff with further direction.

FINANCIAL IMPLICATIONS

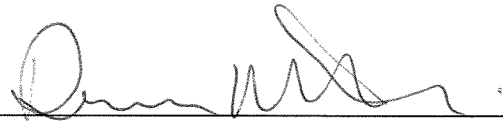
The proposed amendment bylaw provides for impoundment fees of fifty (\$50) and thirty (\$30) dollars respectively for unlicensed and licensed dogs at large, consistent with other RDN Animal Control bylaws. All impoundment fees are credited to the service budget and there are no direct costs to the service with the inclusion of additional impoundment fees.

CONCLUSION

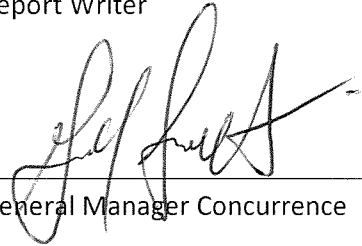
In September 2015, the Board adopted amendments to the Electoral Area 'F' Animal Control Bylaw to add regulations for the control of dogs at large and dogs harassing or molesting persons or domestic animals. The Electoral Area 'F' Animal Control Bylaw currently contains impoundment fees for "dangerous dog at large", but not for the recently added provision for "dogs at large." This amendment bylaw will correct the omission of impoundment fees for "dogs at large".



Report Writer



CAO Concurrency



General Manager Concurrency

COMMENTS:

Attachment No. 1

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 941.06

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO
ANIMAL CONTROL BYLAW NO. 941, 1994**

WHEREAS the Board of the Regional District of Nanaimo wishes to amend "Animal Control Bylaw No. 941, 1994";

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

1. Citation

This Bylaw may be cited as "Animal Control Amendment Bylaw No. 941.06, 2016".

2. Amendment

"Animal Control Bylaw No. 941, 1994" is hereby amended as follows:

- (1) By deleting the word "dangerous" from section 5(2); and
- (2) By deleting Schedule 'A' and replacing it with a new Schedule 'A' attached to and forming part of this bylaw.

3. Severability

In the event that a provision of this bylaw is found to be invalid by a court of competent jurisdiction, the provision may be severed from this bylaw.

Introduced and read three times this day of _____, 2016.

Adopted this day of _____, 2016.

CHAIRPERSON

CORPORATE OFFICER

Attachment No. 1

Schedule 'A' to accompany "Animal Control Amendment Bylaw No. 941.06, 2016".

Chairperson

Corporate Officer

REGIONAL DISTRICT OF NANAIMO

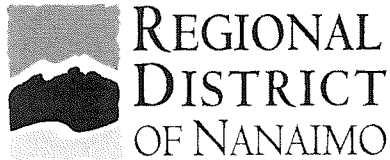
BYLAW NO. 941

SCHEDULE 'A'

DOG IMPOUNDMENT/MAINTENANCE FEES

An owner may reclaim their impounded dog upon proving ownership to the satisfaction of the Animal Control Officer and paying to the Animal Control Officer the following impound fees, maintenance fees and any overdue dog license fees pursuant to Schedule 'A'.

Impound Fee:	<u>"Dogs at Large"</u>	<u>Dangerous Dog "At Large"</u>
(a) first impounding		
licensed dog	\$30.00	\$500.00
unlicensed dog	\$50.00	\$500.00
(b) second and each successive impounding involving the same dog within a six (6) month period following the first impoundment	\$60.00	\$1000.00
(c) maintenance costs per day or part of a day for the time such dog is impounded	\$11.00	\$11.00



RDN REPORT	
CAO APPROVAL	
EAP	
COW	✓
JAN 04 2016	
RHD	
BOARD	

STAFF REPORT

TO: Dennis Trudeau
Chief Administrative Officer

DATE: December 24, 2015

MEETING: Committee of the Whole –
January 12, 2016

FROM: Joan Harrison
Director of Corporate Services

FILE:

SUBJECT: Local Government Liaison – *Public Health Act*

RECOMMENDATIONS

1. That the RDN Chief Administrative Officer be appointed as the local government liaison in accordance with Section 83 of the *Public Health Act*.
2. That the Regional District of Nanaimo send notice of the designation of the local government liaison to Island Health by way of the local Medical Health Officer.

PURPOSE

To designate the local government liaison in accordance with Section 83(2) of the *Public Health Act*.

BACKGROUND

At the Board meeting of January 27, 2015, the Board adopted the following motions:

That Paul Thorkelsson, RDN Chief Administrative Officer be appointed as the local government liaison in accordance with Section 83 of the Public Health Act.

That the Regional District of Nanaimo send notice of the designation of the local government liaison to Island Health by way of the local Medical Health Officer.

Under Section 83(2) of the *Public Health Act*, a local government of British Columbia must designate one of its members, or an officer, or employee of the local government as the local government liaison for the purposes of reporting on matters of public health hazards and impediments, and taking action where the local government has authority to do so.

While local governments are able to work and communicate with the regional health board by way of other avenues, for example through a local Environmental Health Officer, these are typically for specific issues on a case-by-case basis. The local government liaison fulfills duties that may be considered ‘larger-scale’ when necessary: for example:

- to channel potential local government complaints on health hazards and impediments through a single avenue;
- to interpret the *Public Health Act* and other applicable legislation as needed;

- to provide a consistent point-of-contact at the local government; and,
- to provide a way for the local government to directly ask the Medical Health Officer to assess a situation or review a decision made by an Environmental Health Officer.

The local Medical Health Officer supports the appointment of the Chief Administrative Officer as the local government liaison. While the previous appointment specified the name of the Chief Administrative Officer, staff recommend that the new appointment designate the position rather than the individual to avoid the need to re-appointment in future due to staffing changes.

Upon the designation of the local government liaison under Section 83(2)(a) of the *Public Health Act*, the RDN will notify Island Health of its decision by way of a letter to the local Medical Health Officer.

ALTERNATIVES

1. Designate the position of Chief Administrative Officer as the local government liaison.
2. Designate another member, officer, elected official, or employee as the local government liaison.

FINANCIAL IMPLICATIONS

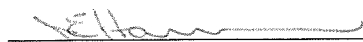
There are no financial implications.

STRATEGIC PLAN IMPLICATIONS

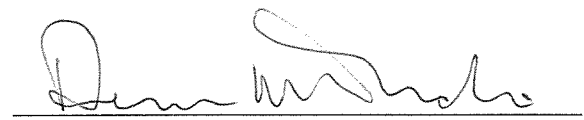
Designating a local government liaison aligns with the RDN's Strategic Plan.

SUMMARY/CONCLUSIONS

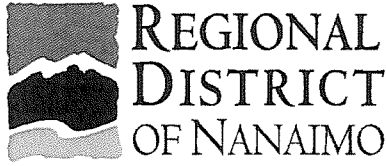
In January of 2015 the Regional District of Nanaimo Board designated Paul Thorkelsson as the local government liaison under Section 83(2) of the *Public Health Act*. With Mr. Thorkelsson's departure from the RDN, a motion to re-appoint is now required. Staff recommend that the position of Chief Administrative Officer of the RDN be designated as the local government liaison. This appointment is supported by the local Medical Health Officer. Once the appointment is made, as per Section 83(2)(b), the RDN will send notice of the designation to Island Health.



Report Writer



C.A.O. Concurrence



RDN REPORT		
CAO APPROVAL		<input checked="" type="checkbox"/>
EAP	<input type="checkbox"/>	<input type="checkbox"/>
COW	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DEC 30 2015		
RHD	<input type="checkbox"/>	<input type="checkbox"/>
BOARD	<input type="checkbox"/>	<input type="checkbox"/>

STAFF REPORT

TO: Tom Osborne
General Manager of Recreation and Parks

DATE: December 30, 2015

FROM: Dean Banman
Manager of Recreation Services

MEETING: January 12, 2016 CoW Meeting

FILE:

SUBJECT: Meadowood Community Recreation Centre Alternative Construction Options

RECOMMENDATION

That the RDN issue a Design/Build Tender for a prefabricated metal building in the amount of \$450,000 for the Meadowood Community Recreation Centre to be situated within the Meadowood Community Park southeast of Dashwood Fire Hall #62 (Meadowood Fire Hall).

PURPOSE

To provide alternative options to awarding a construction contract for the re-purposing of RDN owned portables for community recreation centre in Electoral Area 'F'.

BACKGROUND

In January 2015 the Board approved the purchase of modular portable classrooms from School District 69 (SD #69) to repurpose into a community recreation centre for the Electoral Area 'F' Meadowood Community. Electoral Area 'F' Community Works funding of \$301,073 for the repurposing was also approved by the Board in January 2015. The community centre was to be situated on School District #69 lands adjacent to Meadowood Community Park of which the RDN holds a Licence of Use Agreement to manage as a community park site and for the proposed facility.

At the October 27, 2015 Board Meeting, the Board reviewed a staff report that detailed tender results for the repurposing of the portables to a community centre that listed the lowest tender at \$466,717.

The Board then approved the following motion:

"That the Regional District of Nanaimo not enter into a construction contract for the repurposing of modular portable classrooms into the Meadowood Community and move the portables to a storage site pending staff providing costs of alternative construction for a community centre."

Staff have now reviewed alternative construction options including reducing the scope of construction for the portable repurposing and construction of a prefabricated metal building structure to be situated on either the School District lands or within Meadowood Community Park.

The preferred location of the Corcan Meadowood Residents Association (CMRA) for a prefabricated metal building is on lands within the existing Meadowood Community Park on a site south east of Dashwood Fire Hall #62 (Meadowood Fire Hall).

CMRA's preference of this site is based on local knowledge that the ground in this location is thought to be more suitable for construction over the School District lands. More organic material is believed to comprise the School District site that would need to be removed prior to any permanent construction. RDN staff have made inquiries to both geo-technical and civil engineering professionals who have working knowledge of both sites and the surrounding area. From their existing knowledge they see no significant factors that would preclude one site from the other.

As the RDN already owns the community park land which is zoned accordingly, land acquisition would not be required. Locating a community centre at this site can also be accommodated within the current Meadowood Community Park Phase 2 long term development plan.

ALTERNATIVES

1. That the RDN issue a Design/Build Tender for a prefabricated metal building in the amount of \$450,000 for the Meadowood Community Recreation Centre to be situated within the Meadowood Community Park southeast of Dashwood Fire Hall #62 (Meadowood Fire Hall).
2. That the RDN issue a Design/Build Tender for a prefabricated metal building in the amount of \$450,000 for the Meadowood Community Recreation Centre to be situated on the site next to Meadowood Community Park currently under a License of Use agreement with School District #69 (Qualicum).
3. The RDN re-tender for the repurposing of modular portable classrooms into the Meadowood Community Recreation Centre for an amount up to \$307,000 to be situated on the site next to Meadowood Community Park currently under a License of Use agreement with School District #69.
4. That alternative direction be provided.

FINANCIAL IMPLICATIONS

Alternative 1

Cost estimates compiled by the CMRA identify that a prefabricated metal building of 4,100 square feet built to completion and ready for community use is estimated to cost \$460,000.

This approach has advantages over the modular portable classroom use including; increased overall utility, an additional 400 square feet, roughed in work for second floor storage space, and 2,100 square feet of space would have an 18' high ceiling. Compared to the lowest bid of repurposed 3,700 square foot portables of \$466,716, the prefabricated metal building is \$6,700 less based on estimates provided by CMRA. It is quite clear that the 4,100 square foot building would have far greater utility to the community and likely a longer useful life.

The challenge of comparing these two prices is the \$466,716 for repurposing the portables is a price submitted from a general contractor through a competitive tender and can be relied upon with greater

assurance. The \$460,000 estimate from CMRA for a prefabricated metal building, while diligent and calculated using local construction experience, may be not be representative of current market prices at a price of just over \$112 a square foot. In the October 2015 staff report when construction alternatives to repurposing the portables were first considered, estimates of between \$135-\$145 per square foot for a prefabricated structure and \$160-\$180 for a new build were thought to accurate. At \$140 per square foot a prefabricated building per the design specifications outlined in this alternative would cost upwards of \$575,000.

Hiring an Architect or Quality Surveyor through a Request for Provision of Consulting Services would be required to get what would be considered Class 'B' costing to build a 4,100 square foot community centre that would meet the needs of the community. A Class 'A' estimate or costing which would be very accurate would require not only the hiring of an architect but also issuing a tender for the work. Issuing an RFP for Design/Build with a set price would accomplish with certainty in the shortest period of time whether or not a building with design specifications meeting many community needs can be built within a budget the RDN Board finds acceptable.

The portables purchased by the Regional District were placed in storage this past November at a cost of \$500 per month. The cost in moving the units from the former Parksville Elementary School site to their current location was \$14,700. Recapturing some of the costs incurred to date may be possible. There appears to be a demand for these portables that selling all the units or finding alternative uses with a non-profit organization within the region are possibilities should they no longer be considered for use as the Meadowood Community Recreation Centre.

The projected yearend balance of the Community Works Funds (CWF) for Electoral Area 'F', not including funds allocated to the Meadowood Community Recreation Centre project, is \$1,241,770.

Staff have met with the Director from Electoral Area 'F' and he as indicated that at this time that utilizing \$450,000 of CWF for the construction of the prefabricated metal building is his preference.

Alternative 2

In November of 2014 the RDN entered into a Licence of Use agreement with School District #69 with the intention of using the licenced area as the location of the repurposed portables. Although this agreement would allow for a permanent community centre to be built, existing conditions within the agreement make it more prudent for the RDN to approach the School District on acquiring the land or securing a stronger form of land tenure. Initial discussions with School District staff indicate a willingness to explore options that would allow the RDN to build a permanent facility on the SD #69 site.

The 2015 BC Assessment value of this five acre property is \$182,000. At present the Electoral Area 'F' parkland reserves has a balance \$152,122. Land acquisition costs are not eligible under Community Works Funds program.

Formally approaching SD#69 on either the possibility of acquiring the property or developing a new agreement will require more time, additional funding sources would need to be secured, and a long term agreement approved by the RDN Board, School Board and the Ministry of Education.

Construction costs under this alternative are the same as Alternative 1.

Alternative 3

Through a competitive RFP the repurposing of the portables into a useable community centre that goes beyond simply using the same footprint and space of conventional classrooms was costed at \$466,716. As directed by the Board in October, this conversion was reviewed further with the intention of reducing construction costs.

Upon further review, cost reductions of \$160,000 can be made for a project total \$344,000 (\$307,000 construction + \$37,000 relocation of portables to site). Although these cost reductions would provide the community with additional recreation space, a major component of these reductions is the removal of the kitchen and movable partition wall from the project. Also removed from the budget is the majority of the concrete work making it necessary to place the units on blocks which would give the facility the traditional off the ground look of portable classrooms and require perimeter skirting along with staircases and ramps for accessibility.

It may be possible at a later date to rough in the ability to add a kitchen and add necessary framing for the installation of a movable partition wall.

STRATEGIC PLAN IMPLICATIONS

Establishing a community centre is consistent with the goal to develop more compact, complete communities and a neighborhood form that provides opportunities for energy efficient modes of transportation. Developing a social and recreational hub in the community reduces the need for residents to drive to outside locations and encourages active transportation that reduces greenhouse gases, and provides health benefits.

The development of a social hub in the community, where residents actively take part in planning and building of important facilities, creates a greater sense of community pride and ownership, which is foundational to building sustainable communities.

The location of a community centre within existing RDN community parkland will allow this project to be completed in a timely manner and not require funding for additional land acquisition.

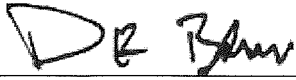
SUMMARY

Since February 2015 RDN staff have worked with Architrave Design in the development of tender documents and management of project construction for the repurposing of the modular portable classrooms that were purchased in January 2015 from School District #69 (Qualicum).

In October of this year the results of a tender showed that the cost to repurpose the portables based on design input from the community would be \$466,716. At the regular October board meeting staff were directed to review alternative construction options. With assistance in collecting cost estimates and quotes along with input on design specifications from CMRA, the construction of a larger prefabricated building may be possible at a comparable cost.

After consulting with the Electoral Area 'F' Director who has indicated that he is in support of allocating \$450,000 of CWF for the construction of a prefabricated building, staff recommend the issuance of a Design/Build tender with a set price of \$450,000.

Two alternatives for site locations have been presented in this report. The location recommended by staff and CMRA is on RDN owned land within the Meadowood Community Park. The other alternative site is on property owned by School District 69 (Qualicum) immediately next to the community park. This site is currently licenced for use by the RDN.



Report Writer



General Manager Concurrence



CAO Concurrence



RDN REPORT	
CAO APPROVAL	<input checked="" type="checkbox"/>
EAP	<input type="checkbox"/>
CoW	<input checked="" type="checkbox"/>
DEC 30 2015	
RHD	<input type="checkbox"/>
BOARD	<input type="checkbox"/>

STAFF REPORT

TO: Wendy Marshall
 Manager of Parks Services

DATE: December 17, 2015

FROM: Joan Michel
 Parks and Trails Coordinator

MEETING: CoW - January 12, 2016

FILE:

SUBJECT: Mount Benson Regional Park Conservation Covenant and Contribution Agreement Termination

RECOMMENDATIONS

1. That the Section 219 Conservation Covenant in favour of the Nanaimo and Area Land Trust Society and the Cowichan Community Land Trust Society be approved and registered on title for Mt. Benson Regional Park.
2. That the 2006 Regional District of Nanaimo - Nanaimo and Area Land Trust Society Contribution Agreement for Mount Benson Regional Park be terminated.

PURPOSE

To report and gain approval on the development of a Mount Benson Regional Park (MBRP) conservation covenant (Appendix I) and the conclusion of the 2006 MBRP Contribution Agreement (Appendix II) commitments.

BACKGROUND

In February 2006, the RDN entered into a Contribution Agreement with Nanaimo and Area Land Trust Society (NALT) to address the acquisition and management of MBRP. The park was acquired by the RDN the following month for \$950,000 of which half the purchase price or \$475,000 was provided by NALT per the agreement. The Agreement committed the RDN to work with NALT on a park covenant and management planning. The covenant would reflect RDN regional park goals and policies, specific park management plan directions, and protect NALT's interests in the park, future management and protection of sensitive ecosystems. To raise the purchase funds, NALT undertook a multi-year fundraising campaign where the protection of the mountain and its ecosystems was a main message to the citizens of the Regional District.

The Contribution Agreement set out a two-year time frame from adoption of the park management plan to negotiate a covenant. Beyond that time, the RDN would have sole discretion to conclude on outstanding terms and undertake registration of a covenant. The RDN and NALT worked together on the 2010-2020 MBRP Management Plan which the Regional Board approved in December 2009. In the spring of 2013 RDN staff and NALT began negotiations that concluded in November 2015 with the covenant document presented in Appendix I. If approved, the covenant would be registered on the four titled parcels of MBRP lands under section 219 of the *Land Title Act*.

NALT's formal acceptance of the proposed conservation covenant is conveyed in their letter to the Board of November 10, 2015 (Appendix III) which was received at the November 24, 2015 Regular Board Meeting. The Contribution Agreement provides for a second land trust organization to join NALT as a covenant holder. NALT requested a second land trust agency to provide backup for NALT's limited capacity and in case NALT ceases operations in the future. Other major land trust agencies were approached as a second covenant holder but the associated costs to NALT were prohibitive. An acceptance letter from the second covenant holder Cowichan Community Land Trust Society has also been received (see Appendix IV).

The intent of the proposed Section 219 Conservation Covenant for MBRP is to protect park wildlife and habitat while providing for recreational use of the park lands, fostering education and appreciation for the natural environment, and enhancing the livability of the Region. The covenant will be perpetual to reflect the public interest in the protection, conservation, maintenance and enhancement of MBRP natural values along with the continuing use and enjoyment of the park for appropriate outdoor recreation. The covenant recognizes that the park management plan along with subsequent reviews and updates will govern land use at MBRP. Covenant holders and the RDN Board will approve management plans for the park which will include public consultation. Day-to-day park management and all actions necessary to protect human and property safety at MBRP are the purview of the RDN. In the case of conflict between management plan and covenant, the covenant prevails.

The 2010-2020 MBRP Management Plan established a park land use approach based on natural and conservation zones, and initiated policies and actions to inform RDN park management and operations at MBRP. Throughout the development of the Plan, the community expressed their desire to protect the natural habitats while providing recreational opportunities that are compatible with the ecological values of the park. This is reflected in the vision and goals of the document. The first five-year review of the Management Plan, approved by NALT and by the Regional Board in June 2015, confirmed a formal five-year cycle for identifying planned park improvements. The first five-year review also refined the tests for pursuing dramatic improvements discussed in Management Plan policies and actions.

Both the 2006 Contribution Agreement and 2010-2020 MBRP Management Plan provided NALT with a management role at the park, however NALT has now determined that it does not have the capacity to continue in this role and wishes to focus on its covenant holder responsibilities. This will include annual monitoring of land use along with periodic approval of management plan reviews and updates. The 2020 update of the park management plan will reflect the changed NALT role and the arrival of the park covenant. There being no further actions to flow from the 2006 Contribution Agreement, the Regional Board and NALT can now formally terminate it. Staff can arrange for an exchange of letters with NALT to recognize Contribution Agreement termination and the limitation of NALT's formal role at MBRP to that prescribed in the Covenant.

Land use restricting covenants are a common feature of park management. The Little Qualicum River Regional Park, Horne Lake Regional Park and Englishman River Regional Park all have covenants on title that restrict land use in order to protect water values. At the Little Qualicum River Estuary Regional Conservation Area, the RDN and co-owner Ducks Unlimited Canada placed a broad covenant on title to protect the natural values of the property. Moorecroft Regional Park has a detailed conservation covenant demarcating surveyed conservation areas within the park for the protection of natural habitats and sensitive ecological systems. In all cases, the intent of covenants is to clarify that natural values require protection and human use of lands can harm those values, so careful park management and oversight mechanisms must be put in place.

Prior to the Regional Board approving registration of the proposed covenant on MBRP lands, Section 187 of the *Local Government Act* requires that the RDN twice publish a notice of its intentions to enter into the covenant agreement with NALT and CCLT. A suitable disposition notice declaring Board intentions appeared in the Nanaimo Daily News the 1st and 8th of December 2015.

ALTERNATIVES

1. That the Section 219 Conservation Covenant in favour of the Nanaimo and Area Land Trust Society and the Cowichan Community Land Trust Society be approved and registered on title for Mt. Benson Regional Park and the Contribution Agreement for Mount Benson Regional Park be terminated.
2. That the Section 219 Conservation Covenant not be approved and alternative direction be provided.

FINANCIAL IMPLICATIONS

1. In addition to covering its own legal advice on the covenant draft, the RDN assumes the cost of having the proposed covenant registered with Land Titles. There are no further cost implications arising from the covenant in respect of regular RDN park operations.
2. If not approved there will be no financial implications for the RDN. However, not applying a covenant to the lands is in contravention of the original intent of the NALT contribution of \$475,000 towards the park purchase. NALT raised these funds through public fund raising for the protection of the Mount Benson lands and its ecosystems of which the registration of a covenant on the lands was tool the Society intended to use for this purpose.

STRATEGIC PLAN IMPLICATIONS

Conservation, wildlife preservation, and watershed protection are key concerns in the RDN and a perpetual conservation covenant for MBRP is a concrete means of addressing those concerns. The MBRP conservation covenant fulfills the Region's commitment to follow through on plans and meet conservation objectives.

SUMMARY/CONCLUSIONS

Staff and NALT have concluded work on a Section 219 conservation covenant for Mount Benson Regional Park (Appendix I). The February 2006 RDN-NALT Contribution Agreement (Appendix II), which prefaced acquisition of the regional park in March 2006, established commitment to a park covenant to be held by NALT and a second lands trust, and recognized a NALT management interest at the park. NALT contributed \$475,000, half the purchase price, raised through community fund raising aimed at protecting the lands and its ecosystem.

The 2010-2020 MBRP Management Plan reflected both the covenant goal and NALT's management role, and provided for covenant drafting to begin. Efforts over the last three years by RDN staff and NALT has produced a covenant agreement that recognizes the park management plan as governing land use at the park subject to the conservation covenant.

NALT advised the Board in a letter of November 10, 2015, received at the November 24, 2015 Board Meeting (Appendix III), that it approves the proposed covenant agreement. NALT also advised that given its new role as covenant holder, NALT no longer needs to be directly involved in park management and concurs with the official termination of the 2006 Contribution Agreement. The 2020 park

management plan update will reflect NALT's new focus on covenant monitoring and withdrawal from direct park management except, as prescribed in the covenant, to periodically approve, approval not to be unreasonably withheld, MBRP management plan reviews and updates.

If approved by the Regional Board, the MBRP conservation covenant will be registered with Land Titles. The required public notices of intent to register a covenant have been made. Staff will also conclude an exchange of letters with NALT in regard to the change in their role at MBRP.



Report Writer



Manager Concurrency



General Manager Concurrency



C.A.O. Concurrency

Appendix I

Section 219 Conservation Covenant

Mount Benson Regional Park

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE OF PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE _____ of _____ PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE OF PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE OF PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

STC? YES

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE OF PAGES

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**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE OF PAGES

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

TERMS OF INSTRUMENT – PART 2 for Mount Benson Regional Park

Section 219 Conservation Covenant

This Agreement dated for reference the ____ day of _____ 2016 is

AMONG:

The Regional District of Nanaimo (RDN), a regional government entity constituted under the *Local Government Act*, R.S.B.C. 1996, c.323, with its office at 6300 Hammond Bay Rd., Nanaimo, British Columbia V9T 6N2

("Owner")

AND

Nanaimo & Area Land Trust Society (NALT), a society registered in British Columbia (Registration No. S-33510) with its mailing address at #8-140 Wallace Street, Nanaimo, B.C. V9R 5B1

("Covenant Holder")

AND

Cowichan Community Land Trust Society (CCLT), a society registered in British Columbia (Registration No. S-0033252), #6-55 Station Street, Duncan, B.C. V9L 1M2

("Covenant Holder")

(collectively, the "Parties").

RECITALS

WHEREAS:

- A. The Owner is the registered owner in fee simple of the parcels of land legally described as:
 - PID: 000-010-294, Block 1161, Mountain District,
 - PID: 000-010-286, East 10 Chains of Section 7, Range 3, Mountain District,
 - PID: 000-013-340, Section 7, Range 4, Mountain District, and
 - PID: 000-010-278, Block 787, Mountain District, Except Part Shown Outlined in Red on Plan 2334 RW and Except Part on Plan 28907 and VIP75642,
 collectively known as Mount Benson Regional Park (hereinafter the "Lands", see Schedule "A");
- B. NALT represents and warrants that it has been designated as a person generally authorized to accept covenants under section 219 of the *Land Title Act* R.S.B.C. 1996 c. 250 (the "*Land Title Act*") and as a person generally authorized to accept statutory rights of way under section 218 of the *Land Title Act*;
- C. CCLT represents and warrants that it has been designated as a person generally authorized to accept covenants under section 219 of the *Land Title Act* and as a person generally authorized to accept statutory rights of way under section 218 of the *Land Title Act*;
- D. The Lands contain significant Amenities, including flora, fauna and natural features, of great importance to the Parties, and to the public;

- E. The Owner has agreed to enter into this Agreement and to grant the Covenant Holders a conservation covenant to restrict the use of the Lands pursuant to section 219 of the *Land Title Act*, and to register it against title to the Lands; and
- F. A statutory right of way, pursuant to section 218 of the *Land Title Act*, in favour of each Covenant Holder is necessary for the operation and maintenance of the undertakings of each Covenant Holder.

NOW THEREFORE in consideration of the premises and covenants contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the Parties hereto covenant and agree as follows:

1. INTERPRETATION

1.1 In this Agreement, in addition to the words defined above:

- a) "Alien Invasive Species" means the species listed in the Schedules to the *Environment and Wildlife Regulation*, B.C. Reg 144/2004, as amended from time to time;
- b) "Amenities" means any natural, scientific, environmental, plant life, wildlife, and ecological value relating to the Lands, as identified in the Report;
- c) "Business Day" means any day other than Saturday, Sunday or a British Columbia statutory holiday;
- d) "Covenant Holders" means, unless the context otherwise requires, Nanaimo & Area Land Trust (NALT) and Cowichan Community Land Trust (CCLT) collectively, and "Covenant Holder" means either of them;
- e) "Date of Execution" means the date upon which all Parties have executed this Agreement;
- f) "Harm" means to do anything, omit to do anything, or expressly allow anything to be done that does or could reasonably be expected to destroy, impair, diminish, negatively affect, or alter the Land or the Amenities from the condition described in the Report, but does not include actions, authorizations or other exceptions expressly permitted under this Agreement;
- g) "Improvement" means any structure or man-made improvement that is affixed to or supported by land, and includes but is not limited to Roads, Trails, steps, stairs, walls, ramps, fences, signs, viewing areas or platforms, non-building meeting areas, cairns, toilets, and drainage systems, including culverts and water bars;
- h) "Licence" means a non-exclusive right to use the Lands or a portion of the Lands, but does not include a Park Use Permit granted by the Owner under the *Regional District of Nanaimo Park Use Regulations Bylaw No. 1399*, as amended from time to time, or any other permit granted by the Owner under one of its bylaws;
- i) "Management Plan" means the *Mount Benson Regional Park 2010-2020 Management Plan*, a copy of which is attached as Schedule "B" to this Agreement, and includes any subsequent updates and revisions to that plan made in accordance with section 5 of this Agreement;
- j) "Park Map" means the map of Mount Benson Regional Park that shows all Improvements as of the Date of Execution that is included in the Report as part of Schedule "C" to this Agreement;
- k) "Parties" means the Owner and the Covenant Holders and their respective successors, assigns, trustees, administrators and receivers;

- l) "Report" means the baseline documentation report, which is comprised of the following documents collectively: (i) *Assessment of Conservation Values within Mt. Benson Regional Park, Nanaimo* by Ursus Environmental, 2006; (ii) *Mount Benson Regional Park- Review of Nature Values- Forestry* by Econ Consulting, 2009; (iii) Chapter 3 of *Mount Benson Regional Park 2010-2020 Management Plan*, that generally describes the Lands and the Amenities as of the date of approval of the Mount Benson Regional Park 2010-2020 Management Plan; and (iv) the Park Map . A baseline documentation overview and the four documents itemized above are attached as Schedule "C." For certainty, the baseline documentation overview does not form part of the Report;
 - m) "Review" means a Management Plan review that is conducted by the Owner, may involve a change to the Management Plan, and does not involve public consultation;
 - n) "Road" means a route maintained for the passage of Owner-authorized motor vehicles or off-road maintenance vehicles, and the landing of emergency helicopters, and includes related parking areas;
 - o) "Trail" means any route or open area intended for pedestrian, bicycle or equestrian use but does not include a Road; and
 - p) "Update" means a Management Plan review that is conducted by the Owner, may involve a change to the Management Plan, and does involve public consultation.
- 1.2 This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.
- 1.3 This Agreement is comprised of the recitation of the Parties, the recitals of this Agreement, the Schedules to this Agreement, Part 1 of the *Land Title Act* Form C to which this Agreement is attached, and these Terms of Instrument.
- 1.4 In this Agreement, reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise; and whenever the expressions "Owner", "Covenant Holder" and "Covenant Holders" are used herein, the same shall be construed as meaning the plural, feminine or body corporate where the context or parties so require.
- 2. INTENT OF AGREEMENT**
- 2.1 The Parties agree that the intent of this Agreement is to:
- a) protect, preserve, conserve, and maintain wildlife habitats and ecologically sensitive areas of the Lands as described in the Report while permitting use of the Lands for regional park purposes in accordance with the Management Plan as amended from time to time, which the Parties recognize includes providing recreational opportunities for members of the public, fostering education and appreciation for the natural environment, and enhancing the liveability of the Regional District; and
 - b) prevent any occupation or use of the Lands that is not consistent with the Management Plan as amended from time to time and that will significantly Harm the Lands or the Amenities;
- and that this Agreement is to be interpreted, performed and applied accordingly.
- 2.2 This Agreement shall be in perpetuity to reflect the public interest in the protection, conservation, maintenance and enhancement of the Lands and Amenities and their ongoing use and enjoyment for appropriate outdoor recreation, and may only be amended by a written agreement signed by all the Parties.

3. PRIOR ENCUMBRANCES

3.1 The Parties acknowledge that this Agreement is subject to prior encumbrances as follows:

- a) an easement held by Cercomm Communications, registered under the *Land Title Act* in Victoria, B.C. under document number EX149884 and modified by document FA35648 (“Cercomm Easement”), that grants the holder the right to construct, install and maintain an access road and poles, wires, conduit and other apparatus for the supply of electrical power to its telecommunications facilities on Mt. Benson; and
- b) a sub-surface mineral claim, Cell Claim Tenure (510914) under the *Mineral Tenure Act* (RSBC 1996) (“Mineral Claim”), that was secured prior to the acquisition of the Lands, and that allows the tenure owner to conduct exploration and development activity within the boundaries of the Mineral Claim Tenure on the Lands;

(collectively the “Prior Encumbrances”).

3.2 The Parties agree that any act by the Owner required under a Prior Encumbrance or any action taken or right exercised under a Prior Encumbrance shall not constitute a breach of this Agreement.

4. BASELINE DOCUMENTATION REPORT

4.1 The Parties agree that the documents named in section 1.1 (l) shall collectively serve as the Report for the Lands, except for the baseline documentation overview, which is for informational purposes only.

4.2 The Parties recognize that, with the exception of the Park Map, the Report reflects the condition of the Lands at the time the Mount Benson Regional Park 2010-2020 Management Plan was approved on January 26, 2010 by the Owner, rather than at the Date of Execution, and that changes to the Lands and Amenities may have occurred between January 26, 2010 and the Date of Execution. Any change to the Lands or Amenities that occurred between January 26, 2010 and the Date of Execution shall not constitute a breach of this Agreement.

4.3 The Parties agree that the Lands and the Amenities are generally described in the Report, in the form of text, maps, photographs and other records of the Lands, and that the Report is intended to serve as an objective baseline for monitoring compliance with the terms of this Agreement.

4.4 The Parties acknowledge that the flora and fauna on the Lands will evolve through natural succession over time and, unless otherwise expressly stated, references to the Report in this Agreement are intended to take into account the natural succession of the flora and fauna over time.

5. MANAGEMENT PLAN

5.1 The Parties agree that:

- a) the Owner shall undertake an Update of the Management Plan every 10 years from the date of approval of the Mount Benson Regional Park 2010-2020 Management Plan, and a Review of the Management Plan halfway between each 10 year Update. Any changes to the Management Plan resulting from an Update or Review requires the written approval of the Covenant Holders, such approval not to be unreasonably withheld;
- b) if there is a conflict between the provisions of the Management Plan, as it exists from time to time, and the provisions of this Agreement, then the provisions of this Agreement shall prevail; and

- c) the Owner shall provide the Covenant Holders with copies of all approved Updates and Reviews of the Management Plan as referenced in 5.1 (a) and the Parties shall all keep the Updates and Reviews on file as part and parcel of the Management Plan for the Lands.

6. LAND USE RESTRICTIONS

6.1 The management of the Lands shall be governed by the Management Plan and any Updates and Reviews produced in accordance with section 5.0 of this Agreement.

6.2 The Owner covenants and agrees:

- a) not to subdivide any part of the Lands;
- b) not to grant any Licence or lease, easement or right of way (collectively, "Use Agreement") on the Lands or any part thereof, unless the Use Agreement is expressly made subject to the provisions of this Agreement and expressly entitles the Owner to terminate the Agreement if the tenant, licensee or Transferee acts in a manner that would constitute a breach of any of the provisions of this Agreement. For certainty, a Park Use Permit is not a Use Agreement;
- c) to consult with the Covenant Holders at least 30 days prior to granting a Use Agreement;
- d) not to apply herbicides, insecticides, fungicides, pesticides, or any materials that are persistent in the environment or break down into persistent compounds that are damaging to the environment, or any other deleterious substances of any kind on the Lands, except to control or eradicate an Alien Invasive Species, or in an exceptional circumstance as agreed to by the Covenant Holders;
- e) to design and construct any new Improvements or to restore existing Improvements on the Lands so as to cause a minimum of disturbance to the natural drainage patterns of the Lands;
- f) not to use asphalt, pavement or any impervious substance when constructing or maintaining Roads or Trails; and
- g) not to remove, destroy or cut, or permit the removal, destruction or cutting of any indigenous vegetation on or from the Lands except: (i) as is reasonably necessary to implement any policies or actions contained in the Management Plan, (ii) to assist in the control or eradication of Alien Invasive Species, or (iii) unless otherwise permitted under section 7.3, 7.4 and 7.6.

7. OWNER'S RIGHTS AND OBLIGATIONS

7.1 The Parties acknowledge and agree that nothing in this Agreement prejudices or affects the statutory powers, rights, requirements and restrictions of the Owner, or functions to fetter the discretion of the Owner in its capacity as a regional district under the *Local Government Act*. Notwithstanding the foregoing, the Owner acknowledges and agrees that this Agreement is intended to be perpetual and the Owner shall remain bound by its obligations hereunder.

7.2 The Owner reserves all of its rights as Owner of the Lands, including the right to use, occupy and maintain the Lands in any way that is not expressly restricted or prohibited by this Agreement.

7.3 Without limiting section 7.2, the following rights on the Lands are expressly reserved to the Owner:

- a) to place survey pins or other markers on the Lands and to increase the visibility of existing survey pins by clearing understory vegetation within 0.5m of the pin or marking;

- b) to install, maintain or replace signs for the purposes of public safety or identification of the boundaries of the Lands;
- c) to permit emergency vehicles, including helicopters, to make use of the Roads on the Lands to respond to emergency situations;
- d) to remove, destroy or cut or permit the removal, destruction or cutting of any vegetation on the Lands that poses an imminent threat to the safety of any person or the public in general, or that is required to fight or prevent wildfires, provided that the Owner leaves any cut tree or trimmings on the Lands unless such action shall constitute a fire hazard;
- e) to permit public access to the Lands;
- f) to maintain, repair, replace, and restore existing Improvements;
- g) to permit the Owner's employees, agents, and contractors to operate motor vehicles on the Roads on the Lands; and
- h) to grant Park Use Permits under the *Regional District of Nanaimo Park Use Regulations Bylaw No. 1399*, as amended from time to time, and permits under other Owner bylaws.

7.4 Without limiting section 7.2, the following rights are expressly reserved to the Owner, so long as the exercise of the right is consistent with the Management Plan in force at the time that the action occurs:

- a) to create new Improvements discussed in the policies and actions of the Management Plan and enhance existing Improvements;
- b) to decommission and remove Improvements;
- c) to remove, destroy, cut and permit the removal, destruction or cutting of indigenous vegetation on the Lands for the purposes of: (I) the creation of new Improvements and maintenance and enhancement of existing Improvements provided that the Owner leaves any cut trees or trimmings on the Lands unless such action shall constitute a fire hazard, and (II) the elimination and control of Alien Invasive Species subject to section 6.2 d);
- d) to undertake or permit indigenous plant salvaging from the Lands for the purpose of restoring or enhancing habitat on the Lands, provided that any indigenous plants that are salvaged are replanted on the Lands; and
- e) to lay down or place concrete as necessary to make a simple foundation for Improvements such as signs, kiosks, shelters, toilets, and retaining walls.

7.5 The Owner agrees that in implementing the Management Plan on the Lands it is obligated to:

- a) take reasonable care to avoid alterations or damage to sensitive ecosystems and minimize such impacts where avoidance is not possible; and
- b) support non-motorized recreational use of the Lands.

7.6 Nothing in this Agreement, including section 6.2, restricts or affects the right of the Owner or any other party to do anything reasonably necessary to:

- a) prevent potential injury or death to any individual or for public safety in general; or
- b) prevent, abate or mitigate any damage or loss to any real or personal property, provided that the Owner notifies each of the Covenant Holders at least 20 Business Days in advance, unless such notice is impractical in the circumstances, in which case notice shall be provided as far in advance as is reasonably practical.

- 7.7 For certainty, none of the following shall be considered a breach of this Agreement, and nothing in this Agreement creates any liability for the Owner in regards to any:
- a) injury or alteration to the Lands or Amenities resulting from natural causes or causes beyond the Owner's control, including accidental fire, flood, storm, vandalism, trespass and earth movement;
 - b) injury or alteration to the Lands or Amenities that occurred before the Date of Execution;
 - c) any action taken by the Owner or Covenant Holders under emergency conditions to prevent, abate or mitigate injury or alteration to the Lands or its Amenities;
 - d) injury or alteration to the Lands caused by the Covenant Holders exercising their rights under this Agreement;
 - e) actions or omission of third parties including but not limited to users of, visitors to, and trespassers on the Lands and Amenities, and holders of any Prior Encumbrances; and
 - f) breaches of this Agreement that occur after the Owner is no longer the registered owner of the Lands.

8. REGISTRATION AND CHANGE IN OWNERSHIP

- 8.1 The Owner agrees to do everything necessary, at the Owner's expense, to ensure that this Agreement and the interests it creates are registered against title to the Lands at the Victoria Land Title Office pursuant to section 219 of the *Land Title Act*.
- 8.2 The Owner must notify the Covenant Holders of any change of ownership prior to the registration of any such change at the Land Title Office.
- 8.3 Failure by the Owner to comply with section 8.2 does not affect the enforceability of this Agreement against the Owner or its successors in title to the Lands.

9. REPRESENTATIONS OF COVENANT HOLDERS

- 9.1 The Covenant Holders represent and warrant that the statements in Recitals B and C to this Agreement are true.

10. ENFORCEMENT OF AGREEMENT BY COVENANT HOLDERS

- 10.1 If the Covenant Holders believe that the Owner has neglected or refused to perform any of the obligations set out in this Agreement or is in breach of any term of this Agreement, the Covenant Holders may serve on the Owner a notice setting out the particulars of the alleged breach.
- 10.2 If the Owner does not dispute the alleged breach, the Owner will have 60 days from receipt of such notice delivered by the Covenant Holders to remedy the breach or to make arrangements satisfactory to the Covenant Holders for remedying the breach.
- 10.3 The Owner may exercise its rights regarding dispute resolution under section 11 of this Agreement, including bringing an action in BC Supreme Court, if it disputes the alleged breach, or the actions necessary to ameliorate the breach.
- 10.4 If the Owner disputes the alleged breach and exercises its rights regarding dispute resolution, the results of the dispute resolution process shall prevail with respect to confirming or dismissing the allegation and, if confirmed, how and when the breach must be remedied.

11. DISPUTE RESOLUTION

- 11.1 Subject to section 11.6, if a breach of this Agreement occurs or is threatened, if the Covenant Holders or the Owner believes a breach of this Agreement is imminent or if there is a disagreement as to the meaning of this Agreement or any portion thereof, the Covenant Holders

or the Owner may give notice to the others setting out particulars of the breach or disagreement and requiring a meeting within five (5) working days of receipt of the Notice.

- 11.2 The Covenant Holders and the Owner must attempt to resolve the matter, acting reasonably and in good faith, within thirty (30) working days of receipt of the notice.
- 11.3 If the Covenant Holders and the Owner are unable to resolve the matter to the satisfaction of the Covenant Holders and the Owner within the time set out in section 11.2, the Covenant Holders and the Owner may appoint a mutually acceptable person to mediate the matter, the cost of which shall be shared equally by the Covenant Holders and the Owner, and the Covenant Holders and the Owner must act reasonably and in good faith and co-operate with the mediator and each other in an attempt to resolve the matter within thirty (30) working days after the mediator is appointed.
- 11.4 If the mediation does not result in an agreement between the Covenant Holders and the Owner within the time set out in section 11.2, the Covenant Holders and the Owner may agree to submit the matter to a single arbitrator appointed jointly by them. If the Covenant Holders and the Owner agree to arbitration but fail to agree upon an arbitrator, one shall be appointed pursuant to the *Arbitration Act*, RSBC 1996, c.55. The decision of the arbitrator appointed is final and binding upon the Covenant Holders and the Owner, and the cost of the arbitration shall be paid on the terms determined by the arbitrator.
- 11.5 The provisions of sections 11.1 to 11.4 do not affect the Covenant Holders and the Owner's rights to pursue other remedies, legal or equitable, or to apply to the Supreme Court of British Columbia for relief respecting this Agreement. However, once an arbitrator has been appointed pursuant to section 11.4 regarding a particular issue, the decision of the arbitrator is binding pursuant to section 11.4.
- 11.6 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all the other remedies at law or in equity.
- 11.7 Exercise or enforcement by a Party of any remedy or right under or in respect of this Agreement does not limit or affect any other remedy or right that a Party may have against the other Parties in respect of or under this Agreement or its performance or breach.

12. STATUTORY RIGHT OF WAY AND COMPLIANCE MONITORING

- 12.1 The Owner grants to each Covenant Holder, a licence, and a statutory right of way pursuant to section 218 of the *Land Title Act*, permitting each Covenant Holder to enter upon the Lands to access and inspect the Lands, in order to report on the Owner's compliance with this Agreement and with the Management Plan.
- 12.2 The Covenant Holders may bring workers, contractors and employees, and vehicles, equipment and other personal property, onto the Lands when exercising their rights under this section.
- 12.3 The Parties acknowledge that there are no public roads providing access to the Lands, and that the primary access to the Lands is a private logging road over private property. The Covenant Holders shall ensure that prior to exercising their rights under sections 12.1 and 12.2, they shall consult with the owner of the property they intend to use for vehicular access to the Lands and abide by any conditions or restrictions the owner places on access to the owner's lands.
- 12.4 The Covenant Holders covenant to carry out the rights granted under section 12.1 and 12.2 in a proper and workmanlike manner so as to do as little injury to the Lands as possible.
- 12.5 The Covenant Holders covenant to make good at their own expense damage or disturbance which may be caused to the Lands in the exercise of their rights under section 12.1 or 12.2.

- 12.6 The Parties agree that the Covenant Holders shall monitor the Owner's compliance with the terms of this Agreement at a frequency of not less than once a year, and prior to September 30th of each year unless otherwise agreed.
- 12.7 Each of the Covenant Holders shall indemnify and save harmless the Owner from and against any and all claims, causes of action, demands, costs, expenses and legal fees whatsoever, which the Owner may sustain or be put to, including without limitation for injury to persons or property directly or indirectly attributable to the Covenant Holder's breach of the terms of this section 12 or any negligence or wrongful acts or omissions of the Covenant Holder, its directors, members, employees, agents and contractors, save and except to the extent caused by the negligence or wilful damage or omissions of the Owner.

13. INSURANCE

- 13.1 The Covenant Holders shall each obtain and maintain comprehensive general liability insurance in an amount of five million dollars (\$5 million) or such greater amount considered sufficient by the Covenant Holders, acting reasonably, with the Owner being named as an additional insured thereunder and provide the Owner with evidence of such coverage upon request.
- 13.2 The Owner shall obtain and maintain comprehensive liability insurance in an amount considered sufficient by the Owner, acting reasonably, with the Covenant Holders being named as additional insured parties thereunder and provide the Covenant Holders with evidence of such coverage upon request.

14. TRANSFER AND DISSOLUTION

- 14.1 This Agreement shall be transferable by a Covenant Holder, but a Covenant Holder may transfer or assign its respective rights and obligations under this Agreement only to a person or entity qualified by law at the time of transfer to hold rights of way under section 218 and covenants under section 219 of the *Land Title Act* (or any successor provision then applicable) and any applicable regulations.
- 14.2 In addition to the restrictions under section 14.1, the Covenant Holders must obtain the Owner's written consent with respect to any proposed assignee or transferee, such consent not to be unreasonably withheld. The Covenant Holder must provide to the Owner in reasonable detail the identity of the proposed assignee or transferee and their qualifications and experience relative to performance of the rights and obligations of the Covenant Holder under this Agreement in order to permit the Owner to evaluate whether the proposed assignee or transferee has sufficient resources, expertise, and experience to undertake all of the rights, obligations and duties of the Covenant Holder.
- 14.3 In the event of a winding up or dissolution of a Covenant Holder, the Covenant Holder must only assign or transfer its interest under this Agreement or request ministerial consent to an assignment under section 219(11)(b) of the *Land Title Act* if the Owner has agreed to the proposed assignee in accordance with sections 14.1 and 14.2. If a Covenant Holder does not assign and transfer all of its interest under this Agreement as set out in this section, it shall be deemed to have assigned and transferred all of its interest under this Agreement to the other Covenant Holder to hold until another qualified and suitable covenant holder can be found.
- 14.4 If a suitable covenant holder cannot be found under section 14.3 and the only remaining Covenant Holder winds up or dissolves, then this Agreement shall terminate and be of no further effect unless the minister approves of an assignment in accordance with section 219(11) of the *Land Title Act*.

- 14.5 For certainty, that one of the Covenant Holders has been wound up or dissolved and a suitable replacement has not yet been found does not affect the rights, obligations or abilities of the existing Covenant Holder under this Agreement.

15. MISCELLANEOUS

- 15.1 Any notice required to be given by any of the Parties hereto, will be well and sufficiently given if delivered or sent by registered mail, postage prepaid, and addressed as follows:

The Owner:

Regional District of Nanaimo, 6300 Hammond Bay Rd., Nanaimo, B.C. V9T 6N2; fax number: 250-390-4163 (Corporate Services); 250-248-3294 (Recreation and Parks Services);

The Covenant Holders:

Nanaimo & Area Land Trust, #8-140 Wallace Street, Nanaimo, B.C. V9R 5B1; phone/fax number: 250-714-1990; and

Cowichan Community Land Trust, #6- 55 Station Street, Duncan, B.C. V9L 1M2; phone 250-746-0227; Fax 250-746-9608;

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

- 15.2 Unless it is otherwise expressly provided in this Agreement, every obligation and covenant of the Owner in this Agreement constitutes a personal covenant while the Owner is the registered owner of the Lands and also a covenant granted under section 219 of the *Land Title Act* in respect of the Lands. This Agreement burdens the Lands and runs with it and binds the successors in title to the Lands.
- 15.3 This Agreement binds the Parties to it and their respective successors, executors, administrators and assignees.
- 15.4 A Covenant Holder may exercise its rights under this Agreement through its directors, officers, employees or agents. A Covenant Holder may exercise its rights under this Agreement through a contractor if the Owner has approved that contractor in writing.
- 15.5 The waiver by a Party of any breach of this Agreement or failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing.
- 15.6 The Parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document under seal. Without limiting the generality of the foregoing, the Parties agree that no tort or fiduciary obligations or liabilities of any kind are created or exist between the Parties in connection with this Agreement, it being the intent of this clause to exclude tort liability of any kind and to limit the Parties to their rights and remedies under the law of contract and the law pertaining to covenants under seal.
- 15.7 If any part of this Agreement is held by a court to be invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement is to remain in force unaffected by that holding or by the severance of that part as if the part was never part of this Agreement.

15.8 This Agreement is the entire Agreement between the Parties and it terminates and supersedes all other Agreements and arrangements regarding its subject.

SCHEDULES

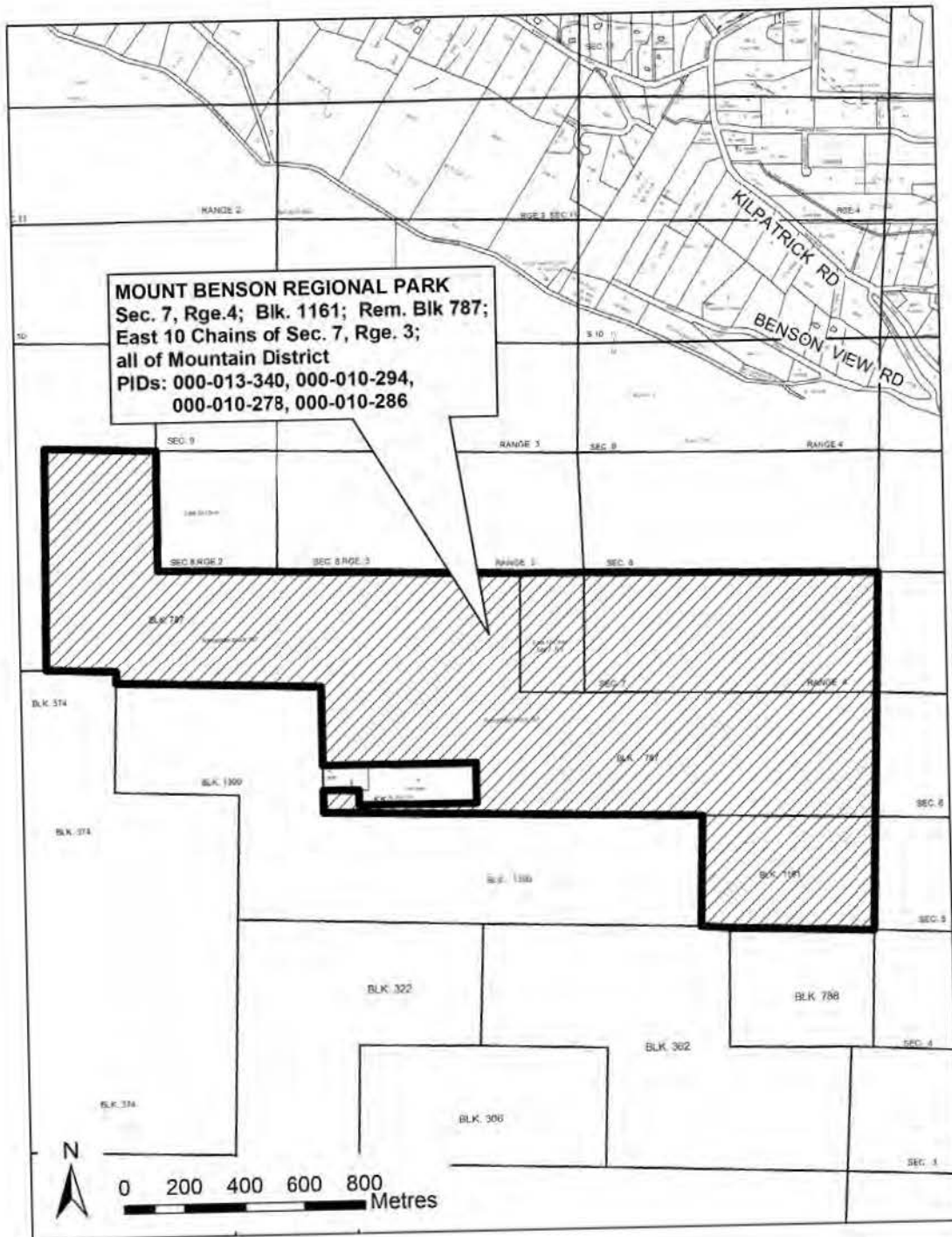
Schedule "A": Map of the Lands

Schedule "B": Mount Benson Regional Park 2010-2020 Management Plan

Schedule "C": Baseline Documentation Overview and Report Including Park Map

IN WITNESS WHEREOF the Parties hereto hereby acknowledge that this Agreement has been duly executed and delivered by the Parties executing Forms C and D attached hereto.

Schedule "A"
Map of the Lands



Schedule "B"

The Mount Benson Regional Park 2010-2020 Management Plan

(Provided as a separate enclosure)

Schedule "C"

The Baseline Documentation Overview and Report Including Park Map

(Provided as a separate enclosure)

Schedule "C" continued

2. Report
 - a. *Assessment of Conservation Values within Mt. Benson Regional Park, Nanaimo*

(Provided as a separate enclosure)

Schedule "C" continued

2. Report
 - b. *Mount Benson Regional Park- Review of Nature Values- Forestry*

(Provided as a separate enclosure)

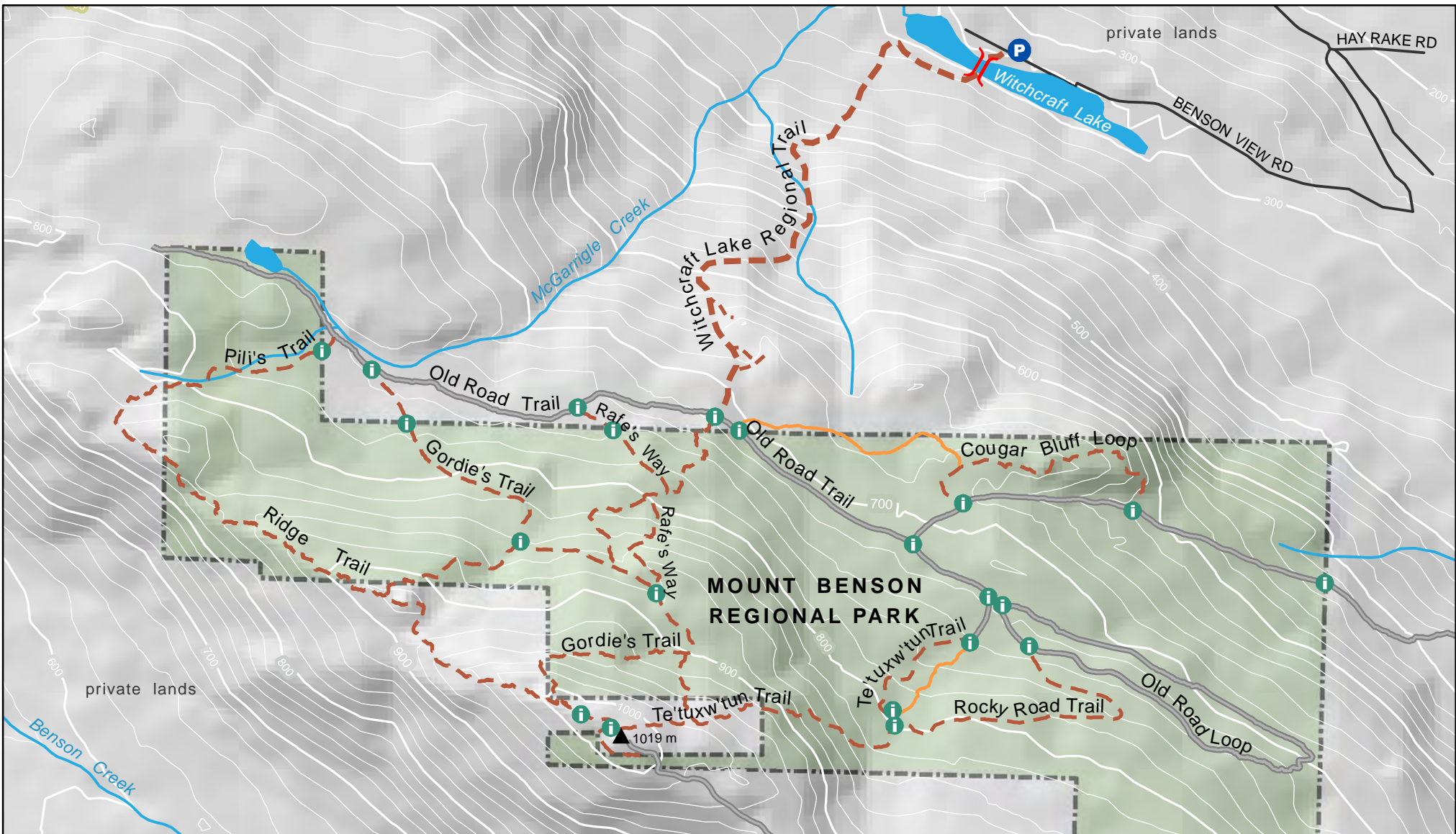
Schedule "C" continued

2. Report
- c. Chapter 3 of *Mount Benson Regional Park 2010-2020 Management Plan*

(Provided as a separate enclosure)

Schedule "C" continued

- 2. Report
- d. Park Map



Mount Benson Regional Park: Map of Improvements as at the Date of Execution of the Park Covenant

- | | | | | | |
|--|--------------------|--|----------------------------|--|--------------------------------------|
| | Parking | | Summit (1019 m) | | Trail |
| | Floating Boardwalk | | Mount Benson Regional Park | | Maintenance Road (restricted access) |
| | Sign | | | | Decommissioned Road or Trail |

0 100 200 300 metres

Dec. 2015



Appendix II

NALT / RDN - Contribution Agreement

Mount Benson Regional Park

CONTRIBUTION AGREEMENT

THIS AGREEMENT made this 27th day of February 2006

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
(the "RDN")

OF THE FIRST PART

AND:

**THE NANAIMO & AREA LAND TRUST SOCIETY
(INC. #S - 0033510)**

2948 Hammond Bay Road
Nanaimo, B.C.
V9T 1E2
("NALT")

OF THE SECOND PART

WHEREAS:

- A. Since July, 2003, NALT has pursued negotiations with the Vendors of a property legally described as:

PID: 000-010-294, Block 1161, Mountain District;

PID: 000-010-286, East 10 Chains of Section 7, Range 3, Mountain District;

PID: 000-013-430, Section 7, Range 4, Mountain District; and

PID: 000-010-278, Block 787, Mountain District, Except Part Shown Outlined in Red on Plan 2334 RW and Except Part in Plan 28907 and VIP75642;

(the "**Land**");

- B. In May 2004, NALT joined with other community interests to form the Mt. Benson Coalition (the "**Coalition**"), with the objective of strengthening negotiating and fundraising capacity, and with NALT serving as the legal representative for the Coalition. Since then until November, 2005, NALT and the Coalition negotiated with the Vendors to purchase the Land;

- C. The RDN supported NALT and the Coalition in this negotiation and NALT and the Coalition expressed their wish to work in partnership with the RDN in acquiring the Land as a regional park;
- D. The expectation of all parties was that NALT and the Coalition would contribute significantly towards raising funds for the purchase, that the RDN would be able to make a limited contribution towards the purchase price, and that the RDN would hold title to the Land;
- E. In September, 2005, NALT and the Coalition made a firm offer to purchase the Land from the Vendors, and received a counter-offer in October, 2005. NALT informed the RDN of these facts, including information that a communications company called Cercomm Electronics Ltd., who previously leased from the Vendors a twelve (12) acre parcel of land at the summit known as Lot A of Block 787, and which is wholly surrounded by the Land, has now purchased Lot A along with a blanket easement over the Land to provide access and power to Lot A (to be specified at a later date);
- F. At that time, a change in the RDN's Parks Acquisition funding allowed the RDN to assume a larger portion of the purchase price, and the RDN agreed to take the lead in negotiations;
- G. With full support of NALT and the Coalition, the RDN made a new offer to the Vendors to purchase the Land;
- H. The Land is to be purchased under an Agreement of Purchase and Sale between the RDN and the Vendors;
- I. The RDN will become the registered owner of the Land in fee simple on the Closing Date of the Purchase Agreement;
- J. NALT and the Coalition will partner in the purchase of the Land by contributing 50% of the price, up to a maximum of Five Hundred Thousand Dollars (\$500,000), to be delivered to the RDN according to the terms outlined in section 2.0 of this Agreement; and
- K. NALT, with the assistance of the Coalition, will direct a public fundraising campaign to meet its financial obligations under the terms of this Agreement.

NOW THEREFORE in consideration of the premises, mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1.0 DEFINITIONS

- (a) "Closing Date" means the 15th day of March, 2006;

- (b) **"Contribution Amount"** means 50% of the purchase price, up to a maximum of Five Hundred Thousand Dollars (\$500,000);
- (c) **"Management Plan"** means the management plan for the Land which is referred to in section 3.0 of this Agreement;
- (d) **"Purchase Agreement"** means an agreement between the RDN and the Vendors by which the Land will be transferred to the RDN by the Vendors;
- (e) **"Vendors"** means Pennclan Company (Ontario) Ltd. and P.E. Reeve and Associates Ltd.

2.0 FINANCING AND PAYMENT

- 2.1 NALT shall contribute 50% of the purchase price, up to a maximum of Five Hundred Thousand Dollars (\$500,000) toward the purchase of the Land.
- 2.2 NALT shall provide 50% of its total contribution in article 2.1 up to a maximum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars to the RDN on the first anniversary of the execution of this Agreement subject to section 7.0.
- 2.3 NALT shall provide the remaining 50% of its contribution to the RDN under article 2.1 on the second anniversary of the execution of this Agreement, subject to an option to extend for a further period of time to be mutually agreed upon by the parties which shall be no later than the third anniversary of the execution of this Agreement subject to section 7.0.
- 2.4 If the parties cannot agree on an extension of time under article 2.3 within sixty (60) days of the second anniversary of the execution of this Agreement, NALT shall provide the remaining 50% of its contribution to the RDN under article 2.3 by no later than the third anniversary of the execution of this Agreement subject to section 7.0.
- 2.5 If the Land is not transferred to the RDN in accordance with the Purchase Agreement the parties shall be released from their respective obligations under this Agreement.

3.0 FUTURE DESIGNATION OF THE LAND AND MANAGEMENT PLAN

- 3.1 After the Closing Date the RDN shall forthwith dedicate the Land as a Regional park.
- 3.2 The RDN and NALT shall work together in the preparation of a Management Plan for the Land.

- 3.3 When the Land is established as a Regional park, the RDN shall commence preparation of a Management Plan for the Land on or before the second anniversary of the establishment of the Land as Regional park, to be completed on or before the third anniversary of the establishment of the Land as a Regional park and in doing so shall, in partnership with NALT, prepare the terms of reference for the preparation of the Management Plan that shall, among other things, lay out the objectives, planning elements, and public consultation process required to be undertaken in preparation of the Management Plan.
- 3.4 The parties acknowledge that the Management Plan shall, among other things, address the following:
- (a) the natural and cultural values on the Land;
 - (b) a future vision and short and long term objectives for the park;
 - (c) development trails and related facilities; and
 - (d) the implementation of the Management Plan, including the role of NALT and/or the Coalition in park stewardship.
- 3.5 The RDN shall consult with NALT in the development of the Land as a regional park including but not limited to providing input regarding tree planting, trail development and restoration of logged areas.
- 3.6 The RDN shall use the Land for regional park or other public conservation purposes only except as may be required to eliminate hazards to public health or safety, or with regards to rights granted under an easement agreement registered against title to the Land under No. EX149984.
- 4.0 CONSERVATION COVENANT**
- 4.1 The RDN shall, as part of the Management Plan process under section 3.4, work with NALT to define the terms of the conservation covenant to be registered on the Land.
- 4.2 The conservation covenant shall reflect the RDN's Regional park goals and policies and the specific Management Plan directions while protecting NALT's interests in the Land and its future management.
- 4.3 Both parties shall use their best efforts to reach agreement on the terms and conditions of the conservation covenant. If, after a period of two (2) years after formal adoption of the Management Plan, the parties are unable to agree on all terms and conditions of the conservation covenant, then NALT shall concede to

the sole discretion and decision of the RDN with respect to any outstanding terms and conditions that the parties are unable to reach agreement on.

- 4.4 NALT shall take the lead role as one (1) of two (2) Land Trust organizations that shall hold the conservation covenant, and be responsible for annual monitoring.

5.0 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 5.1 Each party warrants and represents to the other with the knowledge that the other will rely upon these warranties and representations in entering into this Agreement and in completing their obligations under this Agreement that:

- (a) it has the power, capacity and authority to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) the execution of this Agreement and the performance by a party will not result in a breach of any statute, bylaw or other enactment or of any agreement affecting that party; and
- (c) there is no claim or litigation pending or threatening against a party which would affect the right of that party to enter into, and carry out its obligations under, this Agreement.

6.0 PARTY REPRESENTATIVES

- 6.1 The parties shall each appoint a representative who shall have the authority to represent that party in matters dealing with the administration of this Agreement.
- 6.2 The representatives of each of the parties may be changed from time to time by written notice to the other party.
- 6.3 Each party may designate another person to act in the absence of a designated representative.

7.0 TERMINATION

- 7.1 If NALT fails to contribute any amount due under section 2.0 the parties shall use their best efforts to renegotiate the applicable payment schedule within thirty (30) days of non-payment.
- 7.2 If the parties fail to reach agreement on a revised payment schedule under section 7.1, NALT shall contribute such amount to the RDN upon sixty (60) days notice.
- 7.3 If NALT fails to contribute any amount due within sixty (60) days notice of termination under section 7.2, this Agreement shall terminate and any and all

amounts contributed by NALT up to the date of termination shall be forfeited to the RDN.

- 7.4 If NALT fails to contribute any amount due under section 2.0 that has been subject to a revised payment schedule under section 7.1, the Agreement shall terminate immediately and any and all amounts contributed by NALT up to the date of termination shall be forfeited to the RDN.

MISCELLANEOUS PROVISIONS

8.0 CERCOMM EASEMENT

- 8.1 The RDN shall continue to consult with NALT before finalizing specific terms of an amendment to the easement over the Land with Cercomm Electronics Ltd., registered under No. EX149984.

9.0 STATUTORY POWERS

- 9.1 Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by the RDN of any statutory power, duty or function which may be fully exercised if this Agreement had not been executed by the parties.

10.0 MODIFICATION

- 10.1 No waiver or modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties.

11.0 ASSIGNMENT

- 11.1 No assignment of this Agreement shall be made by either party without the written consent of the other. A party's consent to assign will not release or relieve that party from its obligations to perform all the terms, covenants and conditions that this Agreement requires a party to perform, and the party requesting the assignment shall pay the other party's reasonable costs incurred in connection with the party's request for consent.

12.0 SURVIVAL

- 12.1 The articles, sections, subsections and paragraphs providing for the limitation of, waiver of, or protection against liability of the parties hereto shall survive termination, cancellation or expiration of this Agreement.

13.0 ENTIRE AGREEMENT

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

14.0 NOTICE

14.1 All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile or may be mailed by regular mail, first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile shall be deemed to be given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of five (5) business days after it was posted, addressed as follows:

To the RDN

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attn: Neil Connelly, General Manager of Community Services
Fax: (250) 390-7511

To NALT

#8 – 140 Wallace Street
Nanaimo, BC V9R 5B1
Attn: Gail Adrienne, NALT Executive Director
Fax: (250) 714-1990

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

15.0 TIME

15.1 Time is to be of the essence of this Agreement.

16.0 WAIVER

16.1 The waiver by a party or parties of any failure on the part of the other party or parties to perform in accordance with any of the terms or conditions of this

Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

17.0 HEADINGS

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

18.0 LANGUAGE

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

19.0 CUMULATIVE REMEDIES

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

20.0 LAW APPLICABLE

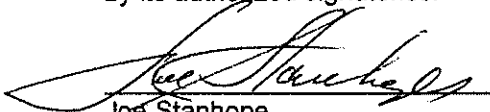
20.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

21.0 COUNTER-PARTS

21.1 This Agreement may be executed in counter-parts and when the counter-parts have been executed by the parties, each originally executed counter-part, whether a facsimile, photocopy or original, shall be affected as if one original copy had been executed by the parties to this 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:)



Joe Stanhope)
RDN Board Chair)



Robert Lapham)
Deputy Administrator)

THE NANAIMO & AREA LAND
TRUST SOCIETY by its authorized
signatories:

Neil Arreane
Name
Exec. Director

B. Yuen
Name
Co-chair of Board

Anna
witness

Appendix III

NALT Letter / Nov 10, 2015

Mount Benson Regional Park Conservation Covenant



#8 - 140 Wallace Street, Nanaimo, BC V9R 5B1
Phone/Fax 250-714-1990 Email: admin@nalt.bc.ca
Website: www.nalt.bc.ca

November 10, 2015

Joe Stanhope, RDN Board Chairman, and RDN Board Directors
c/o Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo BC V9T 6N2

Dear Chairman Stanhope and RDN Directors;

As you may recall, on February 27th 2006, NALT and the RDN entered into a joint Contribution Agreement for Mount Benson, which identified the roles and commitments of both parties with regard to the purchase of the four parcels of land on Mount Benson for the purpose of securing a Regional park on the north face of the mountain.

Sections of the Agreement included a commitment by the two parties to each contribute 50% of the purchase price, up to a maximum of \$500,000, and agreement that the RDN would hold title to the land and operate it as a Regional park, while NALT would hold the Conservation Covenant, which would be registered on the title and protect the natural values in perpetuity.

Further to this mutual agreement, Clause 3.2 stated that "*The RDN and NALT shall work together in the preparation of a Management Plan*". This clause was agreed on due to the fact that it was mutually understood that finalizing and registering a binding Conservation Covenant would likely be a lengthy process—which has proven to be the case.

Now, after close to 10 years of discussions and negotiations, that process has come to fruition, and the Covenant is ready to be approved by the RDN Board and filed at the Land Titles office in Victoria. The terms of the Contribution Agreement will all be fulfilled. Once that process is completed and the Covenant is registered on title, NALT will no longer need to be directly involved in the management process or the work of revising future Management Plans. We are confident that Section 5 of the Conservation Covenant, which states

The Parties agree that:

- a) *the Owner shall undertake an Update of the Management Plan every 10 years from the date of approval of the Mount Benson Regional Park 2010-2020 Management Plan, and a Review of the Management Plan halfway between each 10 year Update. Any changes to the Management Plan resulting from an Update or Review requires the written approval of the Covenant Holders, such approval not to be unreasonably withheld;*

- b) *if there is a conflict between the provisions of the Management Plan, as it exists from time to time, and the provisions of this Agreement, then the provisions of this Agreement shall prevail; and*
- c) *the Owner shall provide the Covenant Holders with copies of all approved Updates and Reviews of the Management Plan as referenced in 5.1 (a) and the Parties shall all keep the Updates and Reviews on file as part and parcel of the Management Plan for the Lands.*

provides sufficient protection that the natural values of the Mount Benson Regional Park will be upheld in perpetuity.

With this protection secured on title, NALT is comfortable to step back from the work of updating and revising the Management Plan every 10 years. We would like to focus our limited resources on serving as the primary covenant holder and in an advisory capacity as requested by the RDN, and monitoring the covenant annually (or more often, should the need arise).

That said, we want to acknowledge the positive working relationship that we have enjoyed as we worked with the RDN Recreation and Parks staff over the past decade—both in crafting the initial Management Plan and many drafts of a Conservation Covenant, and in our continuing role working with RDN Parks field staff, maintaining and upgrading trail systems in the park. We look forward to continuing this productive partnership as we go into the future.

In closing, NALT is prepared to sign an agreement with the RDN that acknowledges NALT's changed role with regard to the Management Plan process.

Yours sincerely,



Dean Gaudry
Chair, Nanaimo & Area Land Trust

Appendix IV

Cowichan Community Land Trust
Letter of Approval – Conservation Covenant

Mount Benson Regional Park



Cowichan Land Trust

#6-55 Station Street

Duncan, BC V9L 1M2

Phone: (250) 746-0227 ♦ Email: info@cowichanlandtrust.ca

5 January 2016

Gail Adrienne
Executive Director
Nanaimo & Area Land Trust
140 Wallace St
Nanaimo, BC
V9R 5B1

Dear Gail:

The Board of Directors of the Cowichan Community Land Trust Society has agreed, in principle, to be co-covenant holders with the Nanaimo & Area Land Trust for a conservation covenant on Mount Benson Regional Park. This was unanimously approved by email and it is expected that the decision will be ratified at the regular board meeting on January 20.

On behalf of the Board of Directors,

John Scull
Secretary

cc: Joan Michel, Parks and Trails Coordinator, Recreation and Parks Department, Regional District of Nanaimo jmichel@rdn.bc.ca

RDN REPORT		
CAO APPROVAL		<input checked="" type="checkbox"/>
EAP	<input type="checkbox"/>	<input type="checkbox"/>
COW	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DEC 31 2015		
RHD	<input type="checkbox"/>	<input type="checkbox"/>
BOARD	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM

TO: Wendy Idema
Director of Finance

FROM: Manvir Manhas, Senior Accountant

DATE: December 11, 2015

MEETING: January 12, 2016 COW

FILE: 1970-10

SUBJECT: Bylaw No. 1739 – A Bylaw to Authorize Preparation of 2016 Parcel Tax Rolls

RECOMMENDATION:

1. That the “2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016”, be introduced and read three times.
2. That the “2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016” be adopted.

PURPOSE:

To introduce for three readings and adoption “2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016”.

BACKGROUND:

The *Local Government Act* requires that the Board adopt a bylaw to provide for the preparation of assessment rolls in order to levy parcel taxes. The “2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016”, introduced with this report identifies thirty-one services for which parcel taxes form a part of the annual revenues.

When a parcel tax is to be imposed for the first time (ie either a new service or new parcel due to subdivision), a parcel tax review panel must be established to consider any concerns respecting the parcel tax roll. The types of corrections which can be addressed by the review panel include updating an owner’s name and address, considering whether a parcel is correctly included or excluded from the service and considering whether an exemption has been properly or improperly allowed. For 2016, there are no new parcel taxes being imposed and no parcel tax review panel is being scheduled.

There is also a requirement to advertise existing parcel taxes which will be completed in February and if a request is received for any changes to the parcel tax rolls at that time, it may be necessary to convene the review panel. The *Local Government Act* requires that the authenticated parcel tax rolls be forwarded to the Surveyor of Taxes before February 28, 2016.

ALTERNATIVES:

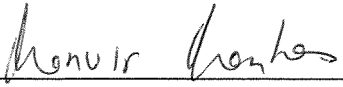
There are no alternatives to this process.

FINANCIAL IMPLICATIONS:

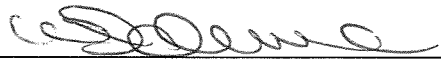
Advertising and mailing costs are provided in the 2016 budget for this purpose.

SUMMARY/CONCLUSIONS:


Pursuant to the *Local Government Act* this report introduces a bylaw which will provide for the preparation of parcel tax rolls for 2016. As no new parcel taxes are being imposed in 2016, there is no requirement for a parcel tax review panel to be established. Notices will be placed regarding existing parcel taxes and a review panel may need to be established if requests for changes are received as a result of those notices.



Report Writer



Director



C.A.O. Concurrence

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1739

A BYLAW TO PROVIDE FOR THE PREPARATION OF
PARCEL TAX ROLLS FOR THE YEAR 2016

WHEREAS the Board of the Regional District of Nanaimo shall, pursuant to the *Local Government Act*, provide by bylaw for the preparation of an assessment roll for the purpose of imposing a parcel tax;

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

1. Assessment rolls for the purpose of levying a parcel tax for the Year 2016 are to be prepared for the following services:

Sewer:

French Creek Sewerage Facilities Local Service Area	Establishing Bylaw No. 813, 1990
Fairwinds Sewerage Facilities Local Service Area	Conversion Bylaw No. 947, 1994
Pacific Shores Sewer Local Service Area	Establishing Bylaw No. 1021, 1996
Surfside Sewer Local Service Area	Establishing Bylaw No. 1124, 1998
Barclay Crescent Sewer	Establishing Bylaw No. 1391, 2004
Cedar Sewer Service	Establishing Bylaw No. 1445, 2005
Cedar Sewer Commercial Properties Capital Financing Service	Establishing Bylaw No. 1513, 2007
Cedar Sewer Large Residential Properties Capital Financing Service	Establishing Bylaw No. 1517, 2007
Cedar Sewer Sportsfield Capital Financing Service	Establishing Bylaw No. 1519, 2007
Cedar Sewer Small Residential Properties Capital Financing Service	Establishing Bylaw No. 1521, 2007
Cedar Sewer Small Residential Properties Stage 2 Capital Financing Service	Establishing Bylaw No. 1565, 2009
Hawthorne Rise Sanitary Sewer Capital Financing Service	Establishing Bylaw No. 1686, 2013
Reid Road Sanitary Sewer Capital Financing Service	Establishing Bylaw No. 1707, 2014

Water:

Surfside Properties Water Supply Specified Area	Establishing Bylaw No. 694, 1985
French Creek Water Local Service	Conversion Bylaw No. 874, 1992
French Creek Bulk Water Supply Local Service Area	Establishing Bylaw No. 1050, 1996
Nanoose Bay Bulk Water Supply Local Service Area	Establishing Bylaw No. 1049, 1996
Decourcey Water Local Service Area	Establishing Bylaw No. 1096, 1998
San Pareil Water Local Service Area	Establishing Bylaw No. 1170, 1999
Driftwood Water Supply Service Area	Establishing Bylaw No. 1255, 2001
Englishman River Community Water Service	Establishing Bylaw No. 1354, 2003
Melrose Terrace Community Water Service	Establishing Bylaw No. 1397, 2004
Nanoose Peninsula Water Service	Establishing Bylaw No. 867.01, 2005
Whiskey Creek Water Services	Establishing Bylaw No. 1605, 2010
San Pareil Water System (Fire Protection Improvements) Service	Establishing Bylaw No. 1646, 2013
Westurne Heights Water Service	Establishing Bylaw No. 1718, 2015

Other:

Regional Parks	Establishing Bylaw No. 1231, 2001
Meadowood Fire Protection Service Area	Establishing Bylaw No. 1509, 2006
Crime Prevention and Community Justice Support	Establishing Bylaw No. 1479, 2006
Drinking Water and Watershed Protection Service Area	Establishing Bylaw No. 1556, 2008
Northern Community Economic Development Service	Establishing Bylaw No. 1649, 2011

2. The bylaws referred to in (1) above include any subsequent amendments.
3. Unless otherwise noted herein a parcel tax shall be levied on the basis of a single amount for each taxable property with land and improvements or land only within the service area.

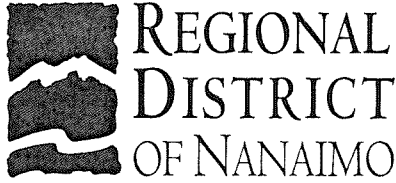
4. Parcel taxes for Regional Parks, Drinking Water & Watershed Protection, Northern Community Economic Development and Crime Prevention & Community Justice Support shall be levied on the basis of a single amount for each parcel, which shall be defined as a taxable folio within the service area assessed for land and improvements, or land only or improvements only.
5. Parcel taxes with respect to the Cedar Sewer Commercial Capital Financing Service will be levied on the basis of the size of each parcel with a parcel defined as a taxable folio within the service area assessed for land and improvements, or land only or improvements only and the amount of the parcel tax will be established as a rate per hectare.
6. Parcel taxes with respect to the Cedar Sewer Large Residential Properties Capital Financing Service will be levied on the basis of a rate per unit of size with a unit of 1 established for a property up to 2 hectares in size and a unit of 2 established for properties greater than 2 hectares in size.
7. Parcel taxes with respect to the Cedar Sewer Service (sewer collection and treatment) will be levied on the basis of a rate per unit of size with units established as:
 - Parcel of land less than or equal to .2 ha = 1
 - Parcel of land greater than .2 ha up to 1 ha = 2
 - Parcel of land greater than 1 ha up to 3 ha = 3
 - Parcel of land greater than 3 ha = 6
8. Parcel taxes under Sections (3) and (4) above shall not be levied on folios with the following characteristics:
 - i) water, including but not limited to foreshore leases
 - ii) continuous structures physically identifiable as telephone, hydro, or other utility wires, fiber or cables.
9. It is the responsibility of taxpayers with properties described under Section 8 to notify the Regional District in order to note those properties as exempt from the particular parcel taxes otherwise applicable.
10. This bylaw may be cited as "2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016".

Introduced and read three times this _____ day of _____, 2016.

Adopted this _____ day of _____, 2016.

CHAIRPERSON

CORPORATE OFFICER



RDN REPORT	
CAO APPROVAL	✓
EAP	
COW	✓
DEC 31 2015	
RHD	
BOARD	

MEMORANDUM

TO: W. Idema
Director of Finance

DATE: December 23, 2015

MEETING: Committee of the Whole
January 12, 2016

FROM: T. Moore
Manager, Accounting Services

FILE: 1690-

SUBJECT: Approval of Signing Authorities for General Banking and Investments

RECOMMENDATIONS:

1. That the signing authorities for general banking services and financial instruments reflect the following officer positions:

Chairperson	William Veenhof
Deputy Chairperson	Colin Haime
Interim Chief Administrative Officer	Dennis Trudeau
Director of Finance	Wendy Idema
Manager, Accounting Services	Tiffany Moore
Senior Accountant	Manvir Manhas

2. That the foregoing authorizations extend to accounts in the name of the Regional District of Nanaimo.

PURPOSE:

To update the signing authorities for general banking and investment purposes.

BACKGROUND:

Recently, our Chairperson, Deputy Chairperson and Interim CAO have changed making it necessary to update the designated signing authorities for financial instruments for the Regional District of Nanaimo. While the list of designated positions does not change, the persons named to those positions have changed and therefore a new resolution is required. Signing authorities for the Nanaimo Regional Hospital District will be updated after the inaugural Hospital District meeting.

The signing authority changes will affect accounts currently held with:

- TD Canada Trust
- Municipal Finance Authority
- Canaccord Capital
- BMO Nesbitt Burns
- Coastal Community Credit Union

The designated signing authorities as outlined in this report would also apply should the Regional District open new financial instrument accounts.

The updated signing authorities would be as follows:

Chairperson	William Veenhof
Deputy Chairperson	Colin Haime
Interim Chief Administrative Officer	Dennis Trudeau
Director of Finance	Wendy Idema
Manager, Accounting Services	Tiffany Moore
Senior Accountant	Manvir Manhas

The practical application of the signing authorities involves for the most part issuing cheques for goods and services and investing sums with the Municipal Finance Authority. These transactions require two signatures to be valid. At present cheques less than \$1,000 have two signatures automatically printed through the finance software – cheques over \$1,000 have one signature printed and are reviewed and signed manually for the second signature by the Manager, Accounting Services. Cheques with a value of more than \$250,000 have no preprinted signatures and must be signed individually by two signing officers, typically the Director of Finance and the Manager, Accounting Services.

ALTERNATIVES:

1. Approve the signing authorities as presented to be applicable to the Regional District of Nanaimo.
2. Recommend an alternative list of signing authorities.

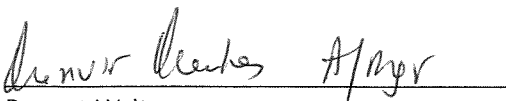
FINANCIAL IMPLICATIONS:


There are no financial implications to these measures. The number of designated authorities is sufficient to ensure that where two signatures are required they can be obtained in an efficient manner.


SUMMARY/CONCLUSIONS:

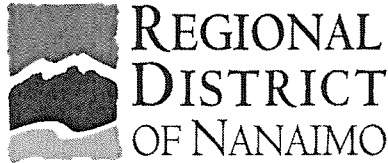
Recently, our Chairperson, Deputy Chairperson and Interim CAO have changed making it necessary to update the designated signing authorities for financial instruments for the Regional District of Nanaimo. While the list of designated positions does not change, the persons named to those positions have changed and therefore a new resolution is required. Signing authorities for the Regional Hospital District will be updated after the inaugural Hospital District meeting.

Staff recommends approving the signing authorities as presented.


Report Writer


Director Concurrence


C.A.O. Concurrence



RDN REPORT		
CAO APPROVAL		✓
EAP	✓	
COW	✓	
JAN 06 2016		
RHD		
BOARD		

MEMORANDUM

TO: Dennis Trudeau
Interim Chief Administrative Officer

DATE: December 31, 2015

MEETING: Committee of the Whole
January 12, 2016

FROM: Wendy Idema
Director of Finance

FILE: 1855-04-GSTX
1855-04-COWO

SUBJECT: 2016 Gas Tax Transfer and Community Works Fund Program Update

RECOMMENDATIONS:

1. That this report on the use of Community Works Funds be received for information.
2. That the Community Works Funds program project lists attached as Schedules A and B be approved and that staff be authorized to continue work on the projects as needed.

PURPOSE

To provide an update on the Community Works Fund Program and to obtain Board approval for the use of Community Works Funds in 2016.

BACKGROUND

The renewed Gas Tax Agreement (GTA) between Canada, British Columbia and UBCM, and the 2014-2024 Community Works Fund (CWF) agreement between the RDN and UBCM took effect April 1, 2014. Under these agreements, local governments receive annual transfers which may be used for local priorities which improve public infrastructure.

A number of new projects have arisen since the last update in May 2015 and staff are providing this update to ensure current information is provided and spending approvals are in place. The projects listed in the appendix provide a broad range of outcomes including the development of community water and sewer systems, walking/cycling trails, recreation infrastructure, building upgrades, actively engaging the community in green building education and best practices, as well as the implementation of official community plan initiatives.

Some of the projects to be undertaken will include a transfer of funding to another local government or to a not-for-profit association. In those cases, sub-agreements are completed with these eligible recipients to ensure compliance with all of the Gas Tax Program criteria and reporting requirements.

The range of projects eligible for funding include those within the following categories and funds can be utilized under these categories:

- **Capacity building** – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices. Under the capacity building category, items related to asset management have been added such as long-term infrastructure plans, studies, strategies, or systems related to asset management and training directly related to asset management planning.
- **Local roads, bridges** – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
- **Highways** – highway infrastructure.
- **Short-sea shipping** – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
- **Short-line rail** – railway related infrastructure for carriage of passengers or freight.
- **Regional and local airports** – airport-related infrastructure (excludes the National Airport System).
- **Broadband connectivity** – infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
- **Public transit** – infrastructure that supports a shared passenger transport system that is available for public use.
- **Drinking water** – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
- **Wastewater** – infrastructure that supports wastewater and storm water collection, treatment and management systems.
- **Solid waste** – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
- **Community energy systems** – infrastructure that generates or increases the efficient usage of energy.
- **Brownfield Redevelopment** – remediation or decontamination and redevelopment of a brownfield site within Local Government boundaries, where the redevelopment includes:
 - the construction of public infrastructure as identified in the context of any other eligible project category under the GTF, and/or;
 - the construction of Local Government public parks and publicly-owned social housing.
- **Sport Infrastructure** – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Western Hockey League)).
- **Recreational infrastructure** – recreational facilities or networks.
- **Cultural infrastructure** – infrastructure that supports arts, humanities, and heritage.
- **Tourism infrastructure** – infrastructure that attracts travelers for recreation, leisure, business or other purposes.
- **Disaster mitigation** – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

Costs such as land purchases, legal costs and operating/administrative costs remain ineligible under the gas tax funding program, and the disaster mitigation category is limited to projects/costs that are for mitigation, not response related infrastructure. As well, there is an expectation under the new program that ultimate recipients (local governments and other eligible entities) are required to “work to strengthen” asset management during the term of the agreement.

Allocations under the Community Works Fund consist of a \$50,000 funding floor, plus a per-capita amount for each local government. A Board decision was made under the first agreement to allocate the CWF for use in the Electoral Areas on a population basis with the \$50,000 floor funding amount designated as base funding for cross-region projects. Each municipality within the Regional District receives funds separately for the same purposes. This program is separate from the application based Strategic Priorities Fund which provides funding for projects that are larger in scale, regional in impact, or innovative in nature.

ALTERNATIVES:

1. Receive this report for information and endorse the Community Works Funds program projects as presented.
2. Recommend changes to the proposed projects and endorse an amended plan.

FINANCIAL IMPLICATIONS:

Alternative 1

Under the renewed CWF program, the RDN will receive a minimum of \$1,596,725 in base funding before interest is expected in 2015/16. The \$50,000 received as floor funding is allocated to cross-area projects and the remainder is allocated on a per capita basis.

Based on preliminary 2015 year-end balances, plus expected funding for 2016, less funds required for known and estimated projects, estimated balances available by area are per the following table. Several of the project amounts are unknown or based on rough estimates only at this time and further updating will be required. As well some areas have 2017/18 planned spending not included below.

	Dec 31, 2015 Preliminary Balance	2016 Estimated Allocation	2016 Projected Spending	Estimated Remainder Available
Base funding	\$52,800	\$50,000	\$12,500	\$90,300
Electoral Area A	\$1,529,565	\$292,680	\$362,875	\$1,459,370
Electoral Area B	\$821,770	\$162,510	\$565,355	\$418,925
Electoral Area C	\$628,110	\$125,390	\$258,000	\$495,500
Electoral Area E	\$803,080	\$236,150	\$523,485	\$515,745
Electoral Area F	\$1,646,365	\$298,185	\$1,046,860	\$897,690
Electoral Area G	\$1,318,650	\$287,580	\$100,000	\$1,506,230
Electoral Area H	\$640,840	\$144,230	\$60,000	\$725,070
Total	\$7,441,180	\$1,596,725	\$2,929,075	\$6,108,830

A list and description of the 2015 and future anticipated projects are attached to this report as Schedules A and B. Under this alternative over \$3 million has been budgeted from CWF from 2015 forward. Use of Community Works Funds for these projects means that incremental work which would not otherwise be feasible without significant tax increases can be completed.


The use of Community Works Funds can be authorized at any time. Should the Board identify further projects during 2016, they can be authorized to proceed at a later date.

SUMMARY/CONCLUSIONS:

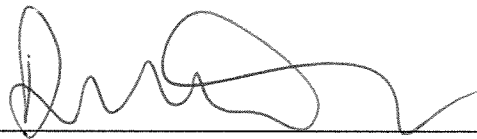
The renewed Gas Tax Agreement (GTA) between Canada, British Columbia and UBCM, and the 2014-2024 Community Works Fund (CWF) agreement between the RDN and UBCM took effect April 1, 2014. Under these agreements, local governments receive annual transfers which may be used for local priorities which improve public infrastructure.

The renewed agreement includes a broad range of eligible categories, and there is an expectation under the new program that ultimate recipients (local governments and other eligible entities) will “work to strengthen” asset management during the term of the agreement.

Estimated balances available by Electoral Area using a per capita allocation formula as in the past are noted above and Schedules A and B attached provide information on current and anticipated projects. Should the Board identify further projects during 2016, it can authorize those to proceed at a later date.



Report Writer



CAO Concurrency

SCHEDULE A
2015/16 COMMUNITY WORKS PROJECTS UNDERWAY or COMPLETED

Snuneymuxw First Nations Sport Court – EA A	\$300,000 budget	Capital funding for sport court upgrades
Morden Colliery Bridge & Trail Design – EA A	\$80,000 budget \$37,875 remaining	Community consultation & development of detailed design plan and costing
Cedar Community Hall HVAC Upgrade – EA A	\$25,000 budget	Agreement to provide capital funding
Community Busing Review – EA A	RDN resources only at this time	Report pending providing alternatives and cost estimates for EA A.
Gabriola Island Community Bus – EA B	\$70,500 budget fully expended	Additional capital funding to Island Futures Society for Community Bus upgrades
Gabriola Village Trail Design Phase – EA B	\$65,000 budget \$29,550 remaining	Development of detailed design plan incorporating surveys, environmental studies, landowner, community and MoTI consultation
Gabriola Commons Solar Array – EA B	\$20,000 budget, \$9,500 remaining	Installation of solar array for power generation
Rollo McClay Community Park Infrastructure – EA B	\$12,000 budget, fully spent in 2015	Project with Gabriola Softball Association to install playground
Gabriola Rollo Centre – EA B	\$5,355 budget	Funding for capital upgrades at the centre
Extension School Capital Upgrade - EA C	\$250,000 preliminary budget	Capital upgrade funding for historic school site
Extension Miners Bridge – EA C	\$60,150 budget, work complete \$9,200 = 2015 spending	Trail, stairs and bridge construction costs
South Forks hydrant water service – EA C	\$8,000 budget	Contribution to City of Nanaimo for water main service to fire hydrants in area. Protection of water treatment plant in significant interface fire risk area
Meadow Drive Trail – EA C	\$40,000 budget, project complete at \$43,255	Trail improvements
Community Signage Program – EA E	\$30,000 budget, \$17,400 remaining	Integrated wayfinding and community signage program for Nanoose Bay
Claudet Community Park Trail – EA E	\$75,000 budget, \$63,500 remaining	Trail design & construction
Blueback Community Park – EA E	\$75,000 budget	Capital upgrade project
Oakleaf Community Park – EA E	\$10,000	Capital upgrade project

Nanoose Bay Water Quality/ Quantity Monitoring – EA E	\$400,000 budget, \$281,000 remaining	Development & capital infrastructure for well monitoring program
Firefighting Water Storage Tanks – EA E	\$105,000 budget	Installation of infrastructure for water storage in urban interface areas
Septic System for Arrowsmith Recreational Hall – EA F	\$15,000 budget fully spent in 2015	Transfer from NCED application to investigate eligibility of use of CWF for this purpose based on NCED Committee recommendation and Board approval (April 2014)
Whiskey Creek Water System Upgrades – EA F	\$450,000 budget \$428,850 remaining	Engineering and construction of treatment facility for Whiskey Creek Water System in response to order from Island Health
Meadowood Community Rec Centre – EA F	\$450,000 preliminary budget, \$400,000 remaining	Moving, site prep and installation costs for 2 portables to be used as community rec centre
Arrowsmith Community Trails – EA F	\$11,000 budget fully spent in 2015	Price Road trail development/upgrades
Arrowsmith Community Trails – EA F	\$18,000 budget	Cranswick Road trail development/upgrades
French Creek Community Path & Trail – EA G	\$100,000 budget	Detailed design plans incorporating surveys, environmental studies, landowner, community and MoTI consultation
Speed reader Board – EA H	\$15,000 budget, complete in 2015	Traffic calming initiatives within community
Green Building Best Practices Guidebook Series – continuation of annual series – all EAs	completion of 2015 guidebook (\$20,000 budget, \$15,000 spent) + 2016 (\$10,000 budget)	Continue to review and develop compendium of guidebooks. 2015 topic = Sustainable Site Design & Subdivision; 2016 = Onsite Grey Water Reuse – pending Provincial guidance being completed
Community Outreach Speaker Series – all EAs	\$20,000 budget, \$3,500 remaining	Green Building speaker series and open houses - covers speakers, open house costs and hall rentals
Corporate Performance Monitoring – all EAs	\$12,500 budget	In conjunction with RGS monitoring - development of reporting tool to assist reporting on progress toward Strategic Plan Goals (50% cost shared with General Admin)
TOTAL BUDGET All Projects	\$2,752,505	

Note: Work related to community trails planning projects will be combined where possible to obtain efficiencies and may require phasing depending on MoTI staff availability. Survey costs may be significant in some areas depending on information available and obstacles encountered (such as driveways). Type of trail and level of accessibility would be decided through the design process.

**SCHEDULE B
FUTURE PLANNED COMMUNITY WORKS PROJECTS**

	Budget	Purpose
Cedar Elementary School – EA A	TBD	Development of Baseball Diamond
Community Busing Review – EA A	RDN resources only at this time	Report pending providing alternatives and cost estimates for EA A.
Gabriola Cycling Plan – EA B	\$50,000 budget	Plan design
Gabriola Village Trail Phase 2 – EA B	TBD	Construction Phase
Huxley Community Park – EA B	TBD	Recreational infrastructure
Nanoose Place Upgrades – EA E	\$100,000 preliminary budget	Parking lot and building upgrades
Coombs-Hilliars Fire Department Hall #1 – EA F	TBD	HVAC/Lighting Upgrades
Errington Community Park Playground – EA F	\$150,000	Capital upgrades and equipment purchase
E&N Rail Trail – EA F	TBD	Contribution to capital project
E&N Rail Trail – EA G	TBD	Contribution to capital project
Park & Rides/Rest Stops – EA H	TBD	Possible project in conjunction with MOTI
Spider Lake Broadband – EA H	TBD	Discussions with Telus to expand coverage
EA H Active Transportation Plan	\$30,000	Part of EA H OCP Review
EA H ALR Boundary Scoping	\$30,000	Part of EA H OCP Review
Deep Bay to Shaw Hill Roadside Trail – EA H	TBD	Project in conjunction with MOTI

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA 'G' PARKS AND OPEN SPACE ADVISORY
REGULAR COMMITTEE MEETING HELD
WEDNESDAY, NOVEMBER 4, 2015
4:00 PM
(Oceanside Place, Meeting Room)

Attendance: Joe Stanhope, Director, RDN Chair
Brian Coath
Ted Malyk
Rick Horte
Elaine Peterson

Regrets: Michael Foster

Staff: Wendy Marshall, Manager of Park Services
Lesya Fesiak, Parks Planner

CALL TO ORDER

Chair Stanhope called the meeting to order at 4:00 p.m.

DELEGATIONS

Frank Gibbons and Bill Petten – Little Qualicum (Dashwood) Hall Steering Committee

B. Petten and F. Gibbons were introduced as representatives of the Little Qualicum (Dashwood) Hall Steering Committee. The Report on the Community Survey (questionnaire) and Quote from “Murphy Contracting 2013 Ltd.”, September 16, 2015, Re: 30ft X 70 ft Foundation, Dashwood District and Quotation, Re: Post Disaster Steel Building package, January 13, 2015, were circulated to committee members and staff. B. Petten noted that a copy of Engineering Assessment for the Hall has been provided to the RDN Engineering Department. He advised that the cost of foundation/slab relating to concrete and final post and beam preparation was a variable cost and contingent on current market costs.

Questions from Committee included:

- B. Coath: Will the hall be up-graded for use as a community event building, e.g. washrooms, sound/acoustics; designed to include separate meeting rooms? Yes for washrooms and sound but no separate meetings rooms have been included.
- R. Horte: Are costs of demolition included in quote(s)? No
- J. Stanhope: Who owns the building/land? RDN
- J. Stanhope: What are annual operating costs per month? Staff to research operating [income and expenses] costs relating to hall and comparable costs to other community halls.
- T. Malyk: What is reason [and difference in costs] relating to demolition of existing building versus up-grade? In long term it is more economical for new construction of a ‘post disaster’ ‘steel’ replacement.
- R. Horte: What is cost and current state of septic? Currently there is no septic in place, quotes have ranged from \$7,000 - \$40,000; \$20,000 has been included as a mid-range estimate (and most current informal quote) based on current septic regulations/building codes, although this is not a final cost.

- J. Stanhope: What fund raising efforts and/or tax exemptions are being considered for the project? Wendy replied that fund raising from the community has been considered and will check amounts and the purpose of those funds. She further explained that the RDN has a system in place for contractors for tax exemptions relating to non-profit projects.

The delegation advised that further details and information could be found on their website: <http://dashwoodcommunitybulletin.yolasite.com>. The delegation left the meeting at 4:20 pm

MINUTES

MOVED R. Horte, SECONDED T. Malyk to adopt the Minutes of the Regular Electoral Area 'G' Parks and Open Space Advisory Committee meeting held June 29, 2015.

CARRIED

BUSINESS ARISING FROM MINUTES

CORRESPONDENCE/ COMMUNICATIONS

UNFINISHED BUSINESS

REPORTS

Monthly Update Regional and Community Parks and Trail Projects - May 2015

Monthly Update Regional and Community Parks and Trail Projects – June – August 2015

Monthly Update Regional and Community Parks and Tail Projects – September 2015

W. Marshall gave a summary of the monthly reports.

Nedan Community Park

W. Marshall reported that the wire protruding from the new split rail fence at Neden Park has been repaired.

E&N Trail

Staff has attended meetings relating to the final approval process and project financing relating to the E & N Trail. Expected construction start-up for Parksville to Coombs segment will be Spring of 2016.

Little Qualicum (Dashwood) Hall

W. Marshall reported that both the MIA Insurance Association and the RDN Building Inspection had reviewed the building. At this point recommendations being suggested are for demolition of the existing structure. A report needs to be written to summarize findings and to suggest a path for moving forward.

Director Stanhope requested a report to include:

- Costs and options for building removal, rebuild or upgrade [inclusion of Hazards Materials]
- Building Management Options/Agreement(s)
- Tax implications for Area G residents and RDN, if applicable
- Other potential funding, e.g., Community Works Funding
- Operation Costs [revenue and expenses]; comparable from other Community Halls

MOVED B. Coath, SECONDED R. Horte, that that staff be requested to prepare a report outlining the options and costs for the upgrade or rebuild of the Little Qualicum Hall.

CARRIED

MOVED B. Coath, SECONDED R. Horte that the Reports of the meeting be received.

CARRIED

NEW BUSINESS

W. Marshall reported that three positions for POSAC Committee Members, are set to expire, these include Rick Horte, Michael Foster and 1 position currently vacant. An official notice/letter will be sent to the committee members notifying them of the expiration date and the process for re-application. The RDN will be placing ads for applications from the public for the Committee. Formal selections and approvals for POSAC are the responsibility of the RDN Board.

BUSINESS ARISING FROM THE COMMUNICATIONS/DELEGATIONS

See above, Reports, Little Qualicum [Dashwood] Hall and Delegations.

COMMITTEE ROUND TABLE

R. Horte - Mr. Horte reported he had walked the Stanhope Trail and raised the concern of the number of dead or damaged trees and possible liability to the public from these trees. A suggestion was put forward for an arborist to check the trees and make recommendations or have equipment be used to remove the trees. It was noted that this is on Ministry of Transportation property but staff will liaise with them and forward the concern.

T. Malyk - Mr. Malyk thanked the committee for their financial contribution to the Oceanside Elementary School Grounds Outdoor Classroom. The space is completed and well used during and after school by students. W. Marshall reported that there is another two years of funding allocated to the project.

IN CAMERA

MOVED B. Coath, SECONDED E. Peterson that pursuant to Section 90(1) (e) of the Community Charter the Committee proceed to an In Camera Committee meeting to consider items related to land issues.

CARRIED

T. Malyk exited the meeting due to potential "conflict of interest" in regards to the In Camera items.

ADJOURNMENT

MOVED R. Horte that the meeting be adjourned at 4:59 pm.

CARRIED

Chairperson

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA 'A' PARKS, RECREATION AND
CULTURE COMMISSION REGULAR MEETING
HELD WEDNESDAY, NOVEMBER 18, 2015
7:00PM

(CEDAR UNITED CHURCH)

Attendance: Alec McPherson, RDN Director, Chair
Jim Fiddick
Patti Grand
John O'Connor
Kerri-Lynne Wilson
Bernard White

Staff: Dean Banman, Manager of Recreation Services
Hannah King, Superintendent of Recreation Program Services
Elaine McCulloch, Parks Planner
Ann-Marie Harvey, Recording Secretary

Regrets: Angela Davies
Andrew Thornton
Graham Gidden

CALL TO ORDER

Chair McPherson called the meeting to order at 7:01pm.

DELEGATIONS/PRESENTATION

L. Gourlay, VICCS – RE: Beautification & Heritage Project Partnership Invitation

Mr. Gourlay presented on the Beautification and Heritage Project. They are looking for resources for partnerships and funding sources and would like to tap into the Canada 150 funds. They would like to find a community room/ place to display Cedar/ South Wellington mementos or heritage items for Canada 150.

MINUTES

MOVED Commissioner O'Connor, SECONDED Commissioner Grand that the Minutes of the Regular Electoral Area 'A' Parks, Recreation and Culture Commission meeting held Sept 16, 2015 be adopted.

CARRIED

MOVED Commissioner Wilson, SECONDED Commissioner Grand that Minutes of the Electoral Area 'A' Parks, Recreation and Culture Grants Sub-Committee meeting held October 21, 2015 via email be adopted.

CARRIED

BUSINESS ARISING FROM THE MINUTES

Commissioner Fiddick clarified that his interest in Water Access #A-20 (Pace/Headland Rd) at the last meeting was to find out if the existing driveway to Canadian Pacific Algae Ltd. is within the MoTI road

allowance, not whether the existing trail is within the undeveloped road allowance. E.McCulloch advised that private driveways are often legally built within MoTI road allowances. However, based on the GPS data that was collected by Parks Staff it looks like the majority of the driveway is located on private property. The RDN does not typically direct public trail along private driveways. In this case, the existing trail to the ocean can be contained within the MoTI undeveloped road allowance. The existing stairs to the beach are within the public road corridor; the existing boat ramp leads directly from private property.

Commissioner Fiddick left the meeting at 7: 40pm citing a possible conflict with the next agenda item.

MOVED Commissioner Wilson, SECONDED Commissioner White that the following Electoral Area 'A' Recreation Grant in Aid application be approved:

Organization	Description	Requested
CEDAR FAMILY OF COMMUNITY SCHOOLS	For funding toward equipment for a 10 week youth empowerment program for girls in 3 rd to 7 th grade through fun and interactive physical activities.	\$ 739.74

CARRIED

MOVED Commissioner White, SECONDED Commissioner Wilson that the following Electoral Area 'A' Recreation Grant in Aid application be approved:

Organization	Description	Requested
CEDAR COMMUNITY ASSOCIATION	To purchase 32 chairs and cart to use for events at the Cedar Hall and their community activities.	\$ 2,128.00

CARRIED

The Commission discussed some of the guidelines for the grants that are currently in place and whether the applications met the requirements of the current guidelines.

MOVED Commissioner Grand, SECONDED Commissioner White that the Grants Sub-Committee meet to review changes to the current guidelines for grant applications.

CARRIED

Commissioner Fiddick returned to the meeting at 7:55pm.

COMMUNICATIONS/CORRESPONDENCE

NONE

REPORTS

PARKS

Monthly Update of Regional and Community Parks and Trail Projects – September 2015
Monthly Update of Regional and Community Parks and Trail Projects – October 2015

Ms. McCulloch took questions about the reports from Commissioners.

RECREATION

CSCES Update (verbal)

Ms. King updated that she received the signed lease from CSCES and will now be signed by the RDN. This lease extended the current agreement by 1 year.

MOVED Commissioner Grand, SECONDED Commissioner O'Connor that the Update reports be received.

CARRIED

Recreation Facility, Programs, and Sports Field Service 2015 Survey Report

Mr. Banman summarized the Recreation Facility, Programs and Sports Field Service Survey Report for the Commissioners and its relevance to the Electoral Area 'A' community.

MOVED Commissioner Fiddick, SECONDED Commissioner Wilson that the Recreation Facility, Programs, and Sports Field Service 2015 Survey Report be received.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

Commissioners had a positive response to Mr. Gourlay's presentation and discussed what their role could be to support the organization's efforts for Cedar community beautification and heritage information collection for Canada 150 events.

MOVED Commissioner Grand, SECONDED Commissioner Fiddick that the Commission form a Canada 150 Sub-committee in 2016.

CARRIED

NEW BUSINESS

Snuneymuxw First Nation Sport Court Draft Agreement (handout)

Mr. Banman gave a summary of the agreement and is hopeful it will be presented in a staff report early in 2016.

2016 Business Plan (handout)

2015 Work Plan (handout)

Mr. Banman gave a summary of the information provided on these handouts.

Morden Colliery Regional Trail Bridge Development Open House (December 2, 5:30-7:30 Cedar Heritage Center)

Ms. McCulloch reminded the Commission of the upcoming open house about the Morden Colliery Regional Trail Bridge.

Commissioner Term Expiries (Vacant, Fiddick, Davies, O'Connor)

Mr. Banman reminded Commissioners of the upcoming term expiries.

COMMISSIONER ROUND TABLE

Commissioner Wilson – She has noticed neighbours of the skate park always picking up garbage around the park. Nice to see but wished there was a way to give appreciation to them.

Commissioner Fiddick – Celebrating his 54th wedding anniversary tonight. He mentioned the group petitioning for Boat Harbour access. He listed all of the now limited access to horse riding that used to be open and accessible for horse riders to get around the area.

Commissioner O'Connor– He showed the Commission a book titled Ghost Towns and Mining Camps that showed a picture of Cassidy.

Commissioner White – He noted that the Fire Department had dealt with a number of car accidents this month. Would like to see a focus on safe walking and higher visibility on the roads.

Commissioner Grand – Lack of volunteerism in the community and hopes to seem more gratitude for those that do spare their time. Director McPherson mentioned that Ladysmith has a Good Citizen Award and feels it would be a great asset to the community in Cedar. Mr. Banman mentioned there is a National Volunteer Week each year and ,in the RDN, during that week the letters are sent to all volunteers. He said staff could bring back some more information about it next meeting. Director McPherson asked if staff could talk to Ladysmith regard their forms and process for 'Good Citizen' recognition.

IN CAMERA

MOVED Commissioner Grand, SECONED Commissioner O'Connor that pursuant to Section 90(1) (e) of the Community Charter the Committee resume to an In Camera Committee meeting to consider items related to land and legal issues.

Time: 9:25PM

CARRIED

ADJOURNMENT

MOVED Commissioner Grand that the meeting be adjourned at 9:40pm.

CARRIED

Chair

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION
REGULAR MEETING
HELD THURSDAY NOVEMBER 19, 2015
2:00PM
(OCEANSIDE PLACE)**

Attendance: Bill Veenhof, Director, RDN Board
Reg Nosworthy, Electoral Area 'F'
Julie Austin, School District 69 Trustee
Gordon Wiebe, Electoral Area 'E'
Neil Horner, Councillor, Town of Qualicum Beach
Al Grier, Councillor, City of Parksville

Staff: Tom Osborne, General Manager of Recreation and Parks
Dean Banman, Manager of Recreation Services
Hannah King, Superintendent of Recreation Program Services
Ann-Marie Harvey, Recording Secretary

Regrets: Joe Stanhope, Director, Electoral Area 'G'
Al Grier, Councillor, City of Parksville

Also in Attendance: Jacob Gair, SD69 Alternate

CALL TO ORDER

Chair Veenhof called the meeting to order at 2:00pm and respectfully acknowledged the Coast Salish Nations on whose traditional territory the meeting took place.

DELEGATIONS/ PRESENTATION

None

MINUTES

MOVED Commissioner Wiebe SECONDED Commissioner Austin that the Minutes of the Regular District 69 Recreation Commission meeting held October 15, 2015 be adopted.

CARRIED

BUSINESS ARISING FROM THE MINUTES

None

COMMUNICATIONS/CORRESPONDENCE

None

UNFINISHED BUSINESS

None

REPORTS

Monthly Update – Oceanside Place – October 2015

Mr. Banman gave an overview of the Oceanside Place Monthly Update Report. He noted the increase of daytime arena rental hours from the high school hockey school. Winter Wonderland will be set up December 14th. He also mentioned the recent RFP for Vending Services and the prospect of scenes from a movie being filmed at Oceanside Place in December.

Monthly Update – Ravensong Aquatic Centre – October 2015

Mr. Banman gave an overview of the Ravensong Monthly Update Report. He noted the great week of the RAC 20th Anniversary and it's events that took place. It was nice to hear from people and their memories about Ravensong over the last 20 years.

Monthly Update – Northern Recreation Program Services – October 2015

Mr. Banman gave an overview of the Northern Recreation Program Services Monthly Update Report. He noted the tour of VIU Recreation Program students. Staff took them to Qualicum Commons and Moorecroft Regional Park to show them how different partnerships for use of spaces are developed and used.

Ms. King added that programming staff are scheduling for Spring Break for full day camps at Qualicum Commons and looking at a few varieties of specialty camp partnerships. The new Activenet program registration and facility booking management system will be implemented by August 2016 and staff have started with some seminars to introduce the program.

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

Mr. Osborne provided an overview of the parks report on items of note for the Regional Parks system in the northern region and Electoral Area community parks in the District 69 area.

Recreation Facility, Programs, and Sports Field Service 2015 Survey Report

Mr. Banman gave a summary of the Recreation Facility, Programs and Sports Field Service 2015 Survey Report. Mr. Osborne explained some of the calculations used to factor the usage and tax requisition information.

MOVED Commissioner Horner, SECONDED Commissioner Nosworthy that the reports be received.

CARRIED

BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS

None

Commissioner Horner left the meeting at 3:00pm.

NEW BUSINESS

2016 Business Plans and 2015 Work Plans

Mr. Banman reviewed the Business Plan and Work Plan handouts with the Commission.

Chair Veenhof made note that the Board's Strategic Plan is being worked on and will give broad stroke directions on items that the Board want staff to proceed on. He advised Commissioners to speak to their Board Directors about things their community wants or issues of concern so that the Director can consider in the strategic planning process.

COMMISSIONER ROUNDTABLE

Commissioner Veenhof – He mentioned that the RDN CAO Paul Thorkelsson has given his resignation and will be moving on to the position of CAO in Saanich and he would be missed. The Board will proceed to appoint an interim CAO and then search for a permanent candidate. He also said he received an email from Stan Miller who would like to see the free admission age reduced from 80 to 75 as well special rate admissions to be frozen at their current levels or reduced. Mr. Banman noted Mr. Miller has spoken as a delegate at the Commission before and provides his comments to staff from time to time. Mr. Banman informed Mr. Miller that the items they recently discussed would be brought to the next meeting of fees and charges sub-committee in 2016.

Commissioner Nosworthy - ACRA is continuing its work and there were 3 Halloween events well attended in Area F. He mentioned the Corcan/ Meadowood Association is looking at alternatives to the portables community centre project due to the very high costs that came in for moving the portables. Flooding on Grafton caused MoTI to have to put in a ditch with culverts and the EA 'F' Director asked them if it could be a bit wider which worked in favour of the trail plan the area was wanted to be expanded.

Commissioner Wiebe - Joined the Nanoose Bay Recreation and Activities Committee and keeping busy. He is a member of the Mid-Island Castaways Fly Fishing Club and are wondering how to get young people involved. Commissioner Austin was just wondering how to get her son involved recently and is glad to hear about this. Ms. King noted that the Youth Programmer had just met with the Youth Recreation Advisors and they had said youth would be interested in learning about fly-fishing and where they could go. Ms. King would connect the youth programmer with this information.

ADJOURNMENT

MOVED Commissioner Wiebe that the meeting be adjourned at 3:22 pm.

CARRIED

Chair