

**REGIONAL DISTRICT OF NANAIMO  
COMMITTEE OF THE WHOLE  
AGENDA**

**Tuesday, March 13, 2018**

**3:00 P.M.**

**RDN Board Chambers**

*This meeting will be recorded*

**Pages**

- 1. CALL TO ORDER**
- 2. APPROVAL OF THE AGENDA**
- 3. ADOPTION OF MINUTES**
  - 3.1 Regular Committee of the Whole Meeting - February 13, 2018** 5

That the minutes of the Regular Committee of the Whole meeting held February 13, 2018, be adopted.
- 4. INVITED PRESENTATIONS**
  - 4.1 Superintendent Cameron Miller - Update from Nanaimo RCMP**
- 5. DELEGATIONS**
  - 5.1 Lynn deVries, Back Country Horsemen of BC, Central Vancouver Island Chapter, re Update on Spruston Road Rec Site and the ongoing volunteer work by the Back Country Horsemen** 10
  - 5.2 Oliver Sayah, Mike Coulter and Brad Davies re ATV Tourism at Horne Lake** 11
- 6. CORRESPONDENCE**

That the following correspondence be received for information:

  - 6.1 W. Michael Bolch, CAO, North Cedar Improvement District, re Grant Application - Electoral Area 'A' Community Works Fund** 12
- 7. UNFINISHED BUSINESS**

**8. COMMITTEE MINUTES**

That the following minutes be received for information:

<b>8.1</b>	<b>District 69 Recreation Commission - February 15, 2018</b>	<b>19</b>
<b>8.2</b>	<b>Agricultural Advisory Committee - February 16, 2018</b>	<b>23</b>

**9. COMMITTEE RECOMMENDATIONS**

**9.1 District 69 Recreation Commission**

<b>9.1.1</b>	<b>Ravensong Aquatic Club, re Reduction in Lane Fees</b>	<b>26</b>
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*Please note: Committee recommendation came from Correspondence*

That no changes be made to the existing fees and charges bylaw and staff communicate to the Ravensong Aquatic Club about other funding options currently available to them.

**9.1.2 District 69 Youth Recreation Grants**

*Please note: Committee recommendation has no accompanying staff report*

That the following District 69 Youth Recreation Grant applications be approved:

- 893 Beaufort Squadron Air Cadets - training costs - \$2,000
- Arrowsmith Community Recreation Association - youth basketball event - \$500
- Arrowsmith Community Recreation Association - Growing Wild summer camp - \$324
- Ballenas Secondary School - Dry Grad - \$900
- Bowser Elementary School - outdoor education field trip - \$2,500
- Errington Elementary School - outdoor education field trip - \$2,500
- Errington War Memorial Hall Association - musical theatre production - \$1,500
- Ravensong Aquatic Club - pool rental, room rental, advertising, equipment - \$1,500

Total - \$11,724

**9.1.3 District 69 Community Recreation Grants**

*Please note: Committee recommendation has no accompanying staff report*

That the following District 69 Community Recreation Grant applications be approved:

- Arrowsmith Community Recreation Association - Coombs Community Picnic - \$764
- Bowser Tennis Club - power washing and leaf blower - \$1,399
- District 69 Family Resource Association - special needs youth cooking and life skills program - \$1,200
- Errington Elementary School - grade 3 swim lessons - \$1,800
- Oceanside Building Learning Together - Maker Space equipment - \$2,000
- Town of Qualicum Beach - Select Committee on Beach Day Celebrations - \$1,000

Total - \$8,163

**9.1.4 J. Waite, Oceanside Track and Field, re Ballenas Track Upgrade**

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*Please note: Committee recommendation came from Business Arising from Delegations*

That the Regional District of Nanaimo Board request School District 69 School Board to enter into discussions with staff about the feasibility of a track upgrade at Ballenas Secondary School.

**9.1.5 District 69 Recreation Commission Bylaw Updates**

*Please note: Committee recommendation has no accompanying staff report*

That when the District 69 Recreation Commission Bylaw is updated that it provide for alternates and that the Regional District of Nanaimo, City of Parksville, Town of Qualicum Beach and School District 69 (Qualicum) appoint alternate representatives when making appointments to the District 69 Recreation Commission.

**10. STRATEGIC AND COMMUNITY DEVELOPMENT**

**10.1 Contract Award – Coastal Floodplain Mapping Project – Phase 1**

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That the contract for developing coastal floodplain mapping be awarded to Ebbwater Consulting and Cascadia Coast Research Ltd. in the amount of \$202,000.

**11. RECREATION AND PARKS**

**11.1 Lease Agreements for District 69 Arena 33**

1. That the Regional District of Nanaimo renew the Lease Agreement with the City of Parksville for the lands and associated area on which the District 69 Arena is located.
2. That the Regional District of Nanaimo renew the Sublease Agreement with the Parksville Curling Club Society for the management and operation of the District 69 Arena as a curling facility.
3. That funds be allocated in the 2019 - 2023 Financial Plan for removal and site remediation of the District 69 Arena estimated at 1 million dollars.

**12. REGIONAL AND COMMUNITY UTILITIES**

**12.1 Bylaw No. 1655.07 – Water User Rate Amendments 2018 64**

1. That “Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018” be introduced and read three times.
2. That “Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018” be adopted.

**13. BUSINESS ARISING FROM DELEGATIONS**

**14. MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN**

**14.1 Directors' Remuneration Policy**

Director Rogers provided notice of the following motion at the February 13, 2018 Committee of the Whole meeting:

That the Board amend the Directors’ Remuneration Policy to authorize mileage payment for a Director attending a Standing or Select Committee meeting of which the Director is not a member.

**15. NEW BUSINESS**

**15.1 Directors' Roundtable**

**16. IN CAMERA**

That pursuant to Section(s) 90 (1) (i) and (j) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to solicitor-client privilege and third party business interests.

**17. ADJOURNMENT**

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING**

**Tuesday, February 13, 2018**

**3:00 P.M.**

**RDN Board Chambers**

In Attendance:	Director W. Veenhof	Chair
	Director I. Thorpe	Vice Chair
	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 J. Stanhope	Electoral Area G
	Director B. McKay	City of Nanaimo
	Director B. Bestwick	City of Nanaimo
	Alternate	
	Director S. Armstrong	City of Nanaimo (3:00 – 3:06 PM)
	Director D. Brennan	City of Nanaimo (3:06 – 7:22 PM)
	Director G. Fuller	City of Nanaimo
	Director J. Hong	City of Nanaimo
	Director J. Kipp	City of Nanaimo
	Director B. Yoachim	City of Nanaimo
	Alternate	
	Director M. Beil	City of Parksville
	Director K. Oates	City of Parksville
	Director B. Colclough	District of Lantzville
	Director T. Westbroek	Town of Qualicum Beach
Regrets:	Director M. Lefebvre	City of Parksville
Also in Attendance:	P. Carlyle	Chief Administrative Officer
	R. Alexander	Gen. Mgr. Regional & Community Utilities
	G. Garbutt	Gen. Mgr. Strategic & Community Development
	T. Osborne	Gen. Mgr. Recreation & Parks
	D. Wells	Gen. Mgr. Corporate Services
	W. Idema	Director of Finance
	D. Pearce	Director of Transportation & Emergency Services
	J. Hill	Mgr. Administrative Services
	C. Golding	Recording Secretary

**CALL TO ORDER**

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

The Chair welcomed Delcy Wells, the new General Manager of Corporate Services, to the meeting.

**APPROVAL OF THE AGENDA**

It was moved and seconded that the agenda be approved as presented.

CARRIED UNANIMOUSLY

**ADOPTION OF MINUTES**

It was moved and seconded that the following minutes be adopted:

Regular Committee of the Whole Meeting - January 9, 2018

CARRIED UNANIMOUSLY

**DELEGATIONS**

**Carly Trobridge, President, Nanaimo Search and Rescue, re Annual Update from Nanaimo Search and Rescue**

Carly Trobridge provided an overall summary of incidents, exercises, activities and volunteer hours during 2017, an update on resources, and details of a new building project that will become the new home for the society, and thanked the Board for their ongoing support.

**Michel Morin, Nanaimo Marine Search and Rescue Society, re Annual Presentation of 2017 Activities**

Mike Banning presented an overview of the Society's activities and programs in 2017, and their continuing public education promoting boating safety. A framed picture of their vessels was presented to the Chair.

**Michael Lowry, Western Canada Marine Response Corp., re Nanaimo's new Marine Spill Response Base**

Michael Lowry provided updates regarding the Trans Mountain Expansion Project, the new Marine Spill Response Base in Nanaimo and response enhancements, funding, and a summary of feedback from the community regarding the new base.

**Jan Hastings, re Rationale for Nanaimo Recycling Exchange Facility**

Delegation did not attend.

**Ben Geselbracht, Vice Chair, Nanaimo Recycling Exchange, re Update on Nanaimo Recycling Exchange**

Ben Geselbracht shared his view that the Nanaimo Recycling Exchange is a one stop drop model that is essential to divert hard to recycle and toxic materials from the land fill and stated it would be more cost effective for the Nanaimo Recycling Exchange to build its own facility and have ongoing funding from the Regional District and City of Nanaimo.

**Darren Moss, re Nanaimo Recycling Exchange**

Darren Moss, Tectonica Management Inc., provided a visual presentation of the details for the proposed building and site plans for the Nanaimo Recycling Exchange including provisions for the safety of users and staff, commercial and public vehicle movement, landscaping and fully contained secure storage.

**Ilan Goldenblatt, re Nanaimo Recycling Exchange**

Ilan Goldenblatt presented the Committee with postcards in support of the Nanaimo Recycling Exchange and urged the Regional District of Nanaimo to find a solution that works and to listen to what the constituents want.

**Thomas Kala, Vancouver Island Recycling and Waste Industry Coalition, re Private Recycling Depot Services in the Regional District of Nanaimo**

Thomas Kala provided an overview of the Vancouver Island Recycling and Waste Industry Coalition, requested the Board not to subsidize recycling depot services to compete with the private sector, and to create a business plan for region wide recycling depot services.

**CORPORATE SERVICES**

**2018 - 2022 Financial Plan Overview**

Staff presented the proposed 2018 - 2022 Financial Plan to the Board.

It was moved and seconded that funding for INFilm in the amount of \$50,000 be added to the 2018 Financial Plan and the funding be provided through a Grant-in-Aid, and further

That the Board enter into a funding agreement with INFilm for 2018 which includes performance objectives and reporting requirements.

Opposed (6): Director Thorpe, Director McPherson, Director Houle, Director Stanhope, Director McKay, and Director Colclough

CARRIED

**STRATEGIC AND COMMUNITY DEVELOPMENT**

**Regional Growth Strategy - Consideration of Review**

It was moved and seconded that the Board consider the review of the "Regional District of Nanaimo Growth Strategy Bylaw No. 1615, 2011" as per Section 452 (2) of the *Local Government Act*.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board proceed with Option 3 – Focused Regional Growth Strategy Review.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct the preparation of a Consultation Plan for a focused Regional Growth Strategy Review.

CARRIED UNANIMOUSLY

### **Regional Growth Strategy Amendments – Electoral Area ‘H’ Official Community Plan**

It was moved and seconded that the amendments to the “Regional District of Nanaimo Regional Growth Strategy Bylaw No. 1615, 2011” to implement the “Regional District of Nanaimo Electoral Area ‘H’ Official Community Plan Amendment Bylaw No. 1335.06, 2017” proceed through the minor amendment process.

CARRIED UNANIMOUSLY

It was moved and seconded that the Consultation Plan for the “Regional Growth Strategy Amendment to Implement the Electoral Area ‘H’ Official Community Plan” be endorsed.

CARRIED UNANIMOUSLY

## **REGIONAL AND COMMUNITY UTILITIES**

### **Renewal of Koers Engineering Consultancy Agreement**

It was moved and seconded that the Board authorize staff to exercise the optional 2 year extension with Koers and Associates Ltd. for the provision of consulting engineering services for the Wastewater Services department.

CARRIED UNANIMOUSLY

## **NEW BUSINESS**

### **Directors' Roundtable**

Directors provided updates to the Board.

### **Notice of Motion – Directors’ Remuneration**

Director Rogers noted that the following motion will be brought forward to the March 13, 2018 Committee of the Whole agenda:

That the Board amend the Directors' Remuneration Policy to authorize mileage claims for a Director attending a Standing or Select Committee meeting of which the Director is not a member.



**IN CAMERA**

It was moved and seconded that pursuant to Sections 90 (1) (e), (i), (j) and (k) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to the acquisition of land or improvements, solicitor-client privilege, third party business interests and a proposed service.

CARRIED UNANIMOUSLY

TIME: 5:35 PM

**ADJOURNMENT**

It was moved and seconded that this meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 7:22 PM

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CHAIR

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CORPORATE OFFICER

**Delegation:** Lynn deVries, Back Country Horsemen of BC, Central Vancouver Island Chapter, re Update on Spruston Road Rec Site and the ongoing volunteer work by the Back Country Horsemen

**Summary:** A power point presentation by the Back Country Horsemen - Central Vancouver Island Chapter to present its annual update.

The Back Country Horsemen is a provincial organization with 22 chapters, 4 of these chapters reside on Vancouver Island and actively work with the Capital Regional District, Cowichan Valley Regional District, Nanaimo Regional District, and the Comox Strathcona Regional District.

In 2017, the Central Vancouver Island Chapter put in over 600 volunteer hours at the Spruston Rec Site, Spruston Road Nanaimo. This site is operated and maintained by the Back Country Horsemen and is a key horse trailer parking site. It has also become a site that is accommodating parking and toilet facilities for the hiking community accessing the Trans Canada Trail. In 2017, an additional toilet was constructed, graveled parking lot, drainage works, trail sign, and corrals.

Site work was funded by a \$5,000 grant from Horse Council of BC and \$2,500 in funding from Back Country Horsemen for a digital and hard copy kiosk trail map.

In 2017, the Spruston Rec Site was awarded the Outstanding Project of the Year from the Back Country Horsemen of BC. This project was judged against many other projects throughout BC, however, it exemplified a high standard of working with its partners and stakeholders.

Finally, horse trailer parking continues to be our number one challenge as we try to access the various public lands, and this Chapter is actively working with Regional District of Nanaimo Parks staff, Provincial BC Trails and Rec Sites and BC Parks staff on future opportunities.

**Action Requested:** Receive the report.

**Delegation:** Oliver Sayah, Mike Coulter and Brad Davis, re ATV Tourism at Horne Lake

**Summary:** Presentation regarding the benefits to the RDN and local communities by allowing members of the ATVBC access to the back side of the Horne Lake campground in the off season in order to access the forest service road crown land adjacent to the campground entrance.

The presentation will include the economic benefits of ATV tourism on the Island and an example of the success that the Campbell River ATV club has had in their area with newly gained access.

**Action Requested:** Request that members of ATVBC be allowed to use the back side of the Horne Lake campground in the off season to gain access to the forest service road crown land that is adjacent to the campground entrance.

# North Cedar Improvement District

2100 Yellow Point Road, PO Box 210

Cedar, BC V9X 1W1

Phone (250) 722-3711 • Fax (250) 722-3252 • email [info@ncid.bc.ca](mailto:info@ncid.bc.ca)

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March 5, 2018

Alec McPherson  
Area A Director  
Regional District of Nanaimo  
3900 Hammond Bay Road  
Nanaimo, BC V9T 6N2

Dear Director McPherson and Regional District of Nanaimo Board of Directors:

**Re: Grant Application**

Since 2010 the North Cedar Improvement District (NCID) has been scrutinized by Island Health and directed to improve its treatment of its source water delivered to our approximately 5000 residents through 1300 service connections. With the help of Associated Engineering, the NCID has developed a master plan and revised it to meet priorities it felt most significant to achieve. Island Health was adamant that the NCID first improve the treatment of its source water prior to implementing plans to make improvements to the rest of the system. The NCID was given until January 2017 to complete this plan, and Island Health gave the NCID an extension in good faith to complete the project by January 2018. Island Health is continuing to work with us as we have currently been diligent in developing plans to improve the treatment of the existing source water as well as future water sources.

Currently, the NCID plans to build a new water treatment plant at 1723 Cedar Road in Cedar, develop an additional 3 wells on that site, improve distribution hydraulics in the system, and build an additional reservoir at Barnes Road to meet anticipated growth within Cedar, plus regular water infrastructure upgrades. The NCID has developed plans to make these upgrades over the next couple of years, but does not currently have the funding to complete all projects as desired.

In the autumn of 2017 Director McPherson met with the NCID to discuss the possibility of the Regional District of Nanaimo granting funds from the Electoral Area A Community Works Funds allocation to the NCID for infrastructure upgrading. Director McPherson indicated his support for the provision of a \$1.13 million grant from the Electoral Area A Community Works Funds allocation towards the cost of an additional reservoir and water main upgrades to assist the NCID in meeting its goals of completing the projects on time and budget.

A grant of this size would go a long way to complete the required upgrades without putting any additional pressures on the customers of the NCID water system. The NCID would like to request this grant of \$1.13 million from the Regional District of Nanaimo to complete planned reservoir and water main infrastructure upgrades to the NCID water system.

If you have additional questions or require additional information, feel free to contact W Michael Bolch, Chief Administrative officer at the NCID.

Yours Truly



W. Michael Bolch

Chief Administrative Officer

encl.

cc Board of Trustees NCID

Excellent care, for everyone,  
everywhere, every time.



February 7, 2018

W Michael Bolch  
Chief Administrative Officer  
North Cedar Improvement District  
2100 Yellow Point Road, PO Box 210  
Cedar, BC, V9X 1W1

Dear W Michael Bolch:

**Re: North Cedar Improvement District Water System Grant Application**

Island Health has received a request from the North Cedar Improvement District (NCID) to support their application under the *Community Works Fund* for their proposed water system filtration improvements. These improvements are required to improve the treatment of the community's water supply.

Over the last few years, Island Health has been working with NCID to achieve improvements to the water quality within the distribution system. The proposed filtration improvements continue this work.

NCID's current surface water supply through infiltration wells that are equivalent to surface water is not able to comply with the Drinking Water Treatment Objectives (Microbiological) for Surface Water Supplies in British Columbia, and concerns remain regarding raw water bacterial quality and the production of chlorine disinfection by-products. NCID will in all likelihood require the implementation of appropriate filtration by March 2019.

Island Health has met and discussed the specifics of the proposed improvements with NCID, and is supportive of the project and funding application. If you have any questions or comments please contact Environmental Health Officer Tim Bilyk at 250.755.6215 or via email at [tim.bilyk@viha.ca](mailto:tim.bilyk@viha.ca).

Yours in Health



Paul Hasselback, MD, MSc, FRCPC  
Medical Health Officer

PH/td

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**Medical Health Officer**

Located at: 3<sup>rd</sup> Floor 6475 Metral Drive | Nanaimo, BC V9T 2L9

Tel: 250.739.6304 | Fax: 250.755.3372

[viha.ca](http://viha.ca)

March 2, 2018

File: 20122148.00.E.03.01

Michael Bolch  
Chief Administrative Officer  
North Cedar Improvement District  
P.O. Box 210  
Cedar, BC V9X 1W1

## Re: NCID WATER SYSTEM IMPROVEMENT PROJECTS

Dear Michael:

As requested, we have listed the various projects that have been mandated by Island Health (Water Treatment Plant) and that have been identified in the NCID Water System Master Plan 2014. The project list is based on the principle that public water systems shall provide an adequate quantity and quality of water in a reliable manner at all times consistent with the requirements of the governing authority. The two elements affecting the adequacy of a water system's reliability are source and facility reliability. Source reliability depends on the availability of water to meet customer demands in a given period and is the first priority in a water system. NCID source supply is primarily groundwater wells and their assessed yield will not meet current and future demand requirements. Facility reliability depends on the ability of water system facilities, such as pumps, storage reservoirs and water mains to deliver adequate quantities of water over specific timeframes. The following is a list of identified projects that intend to meet adequate quality and quantity principles.

### 1 WATER TREATMENT PLANT

NCID had commissioned a Stage 3 Hydrogeology Study for their production wells located near the Nanaimo River and the summary report was submitted to the Island Health Authority March 20, 2012. The results of the study indicated that the NCID wells do pump some groundwater under the influence of surface water, that the wells are "at risk of containing pathogens". As a result, NCID was directed by IH to follow Drinking Water Treatment Objectives for Surface Water Supplies in BC. The treatment objectives are as follows:

- 4-log reduction or inactivation of viruses
- 3-log reduction and inactivation of Giardia cysts and Cryptosporidium oocysts
- Two treatment processes for surface water
- Less than or equal to 1 nephelometric turbidity unit (NTU) for turbidity



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After further discussions and several meetings it was required that the new treatment facility was to include filtration along with two levels of disinfection and a chlorine contact facility to meet 4-log inactivation of viruses before the first user. This was adopted by NCID to provide the best available water quality for their customers. A Plan of Action was produced for Island Health and the completions date for the new Water Treatment Plant was set for January 31, 2018. Due to circumstances beyond our control the plant is now proposed to be up and running early in 2019.

The detailed design for the proposed Water Treatment Plant (WTP) is under way with construction anticipated to start in the fall of 2018. The plant consists of two Direct Filtration trains, UV and Chlorination for disinfection and an underground blending tank that will provide required contact time facility prior to treated water discharging into the NCID water system.

The initial construction cost estimate for the Phase 1 of the Water Treatment Plant that can treat 52 L/s (690 Impg/min) is **\$2,707,165**. The WTP building is sized to accommodate future expansion to treat 104 L/s (1,375 Impg/min).

## 2 WATER SUPPLY

Design flows for well water supply is based on the maximum daily demand (MDD) for the community. This demand rate is based on an average per capita demand times the equivalent population for the community times a multiplication factor for maximum daily demand. The maximum daily demand (MDD) for the current customers and future customers was determined in the NCID Water System Master Plan (June 2014). The Regional District of Nanaimo's Official Community Plan for Electoral Area A was used to predict the equivalent population anticipated by future development. The current MDD for NCID (connected and eligible customers) is 48.4 L/s and based on future development the MDD is estimated as 14.6 L/s for a total anticipated rate of 63.0 L/s. Should all properties within the defined borders of the District connect to the existing system, the MDD for the additional 830 properties within the NCID service area is 102 L/s.

To meet the MDD, NCID operates three well pumps in the well field located just south of the York Road right of way, between Cedar Road and the Nanaimo River. These wells are identified as Wells #1, #3 and #6. Wells #1 and #3 are operated year-round and Well #6 is only activated in the higher summer water demand period or in an emergency. Based on the system head curve, the supply rate from one well pump running is 19.8 L/s, with two pumps running is 37.5 L/s and with all three pumps running is 51.8 L/s. Eventually additional wells will need to be developed to meet the future demand rate of 63.0 L/s and the potential ultimate demand rate of 102 L/s. The existing wells casings vary from 200 to 250 mm in diameter.

The 2014 Water System Master Plan identified that additional wells will be required to meet current and future demand rates. A moratorium to prohibit further connection to the NCID water system was enacted in



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2010. The District has been actively looking for addition well sites and the area next to the existing well field at 1723 Cedar Road has been tested and is suitable for new well development. It is proposed to drill three new larger diameter wells (450 mm) in this area and connect them to the new Water Treatment Plant.

The preliminary construction cost estimate for developing three new production wells is **\$600,000**

### 3 STORAGE RESERVOIRS

The next step is to increase available storage for domestic and firefighting demands and upgrading delivery mains to convey fire demands to strategic areas.

The 2014 North Cedar Improvement District Water System Master Plan identified that additional storage capacity would be required to meet design requirements for reservoirs. The Barnes Road reservoir serves Pressure Zone 1 and the Glynneath Reservoir serves Pressure Zone 2 as well as Pressure Zone 1. The existing reservoirs cannot meet storage requirements for single family or any other land uses in PZ 1 or PZ 2. Based on the 2014 report, an additional 1,900,000 Litre tank was proposed at the Barnes Road site and an additional 600,000 Litre tank was identified for the Glynneath site. Once these reservoirs are constructed, NCID would have sufficient storage for fire requirements up to 183 L/s along with emergency and equalization storage for the predicted population to 2030.

On February 14, 2017, the board approved our design fee estimate and we were authorized to proceed with the work. One of the first tasks was to complete an evaluation of bolted steel tanks versus concrete tank alternatives in order to provide NCID with a complete picture of the reservoir types and an informed choice as to value for the monies available. In the past, we have found that bolted steel tanks are less costly than concrete ones and this evaluation will determine if this is still the case. The evaluation determined that a concrete tank will cost slightly more than a comparable steel tank but have a greater life expectancy. Based on a Life Cycle Cost, a concrete tank would then be similar to a steel tank. Considering that the existing Barnes Road reservoir is concrete, a new concrete tank should last longer and match the look of the existing tank, the recommendation was that a concrete tank be constructed at the Barnes Road reservoir site.

Design drawings were initialed and are at the 50% stage. Since the Water Treatment Plant has a higher priority due to Island Health requirements, the design process has been suspended at this time and is anticipated to recommence once the water treatment plant is on line.

The Glynneath reservoir is a bolted epoxy coated steel tank and the storage volume is 340,000 Liters. The 2014 Master Plan identified that addition storage is required for this pressure zone to meet residential fire





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demands. The volume for the new tank would be 600,000 L and is proposed to be a bolted glass-fused-to-steel tank.

The estimated construction cost for the concrete Barnes Road Storage Reservoir is **\$1,425,000** and the estimated construction cost for the bolted glass-fused-to-steel at the Glynneath reservoir site is **\$365,000**.

#### 4 DISTRIBUTION SYSTEM

The NCID 2014 Water System Master Plan identified several water mains that would need to be upgraded to meet fire flow demands to strategic areas within the NCID service area. Based on the report findings, there are nine Upgraded Distribution Main Projects that will provide hydraulic improvements to the NCID system resulting in fire flow requirements being met at strategic areas. As well, there are four projects identified that would improve flow to end of line areas in order to have access to at least 67 L/s fire flow. There are 39 Asbestos Cement (AC) Replacement Projects identified in the report where old AC pipe would be replaced with PVC pipe subject to pipe age and repair frequency.

The estimated construction cost for water mains that would provide hydraulic improvements to the NCID system is **\$6,038,000**.

The estimated construction cost for Asbestos Cement water main replacement projects is **\$5,529,200**.

One of the projects, Cedar Road Main Replacement (DS-7) has been selected to go forward and design drawing preparation is under way. This project was initialed as the existing 150mm water main is Asbestos Cement (AC) and has been repaired several times. During the latest repair work it was observed that the pipe was getting soft and near the end of its design life.

The estimated construction cost for this project is **\$370,500**.

In the meantime, the district has recognized that the projects identified in the 2014 Master Plan should be evaluated for construction priority. This evaluation has been initialed and will provide NCID prioritized project list.



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North Cedar Improvement District  
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**5 SUMMARY**

The following is a summary of the various projects that are underway and contemplated along with their estimated construction costs. The construction costs shown include an allowance for engineering and contingencies. These are conceptual design cost estimates.

• Direct Filtration Water Treatment Plant	<b>\$2,707,165</b>
• Development of new supply wells (3)	<b>\$600,000</b>
• Barnes Road Reservoir (1,950,000 L Concrete Tank)	<b>\$1,425,000</b>
• Glynneath Road Reservoir (600,000 L Bolted Steel Tank)	<b>\$365,000</b>
• <u>Cedar Road Water Main Upgrade</u>	<b>\$370,500</b>
<b>Total Underway Projects</b>	<b>\$5,467,665</b>
• Remaining Water Main Upgrade Projects	<b>\$5,667,500</b>
• <u>AC Pipe Water Main Replacement Projects</u>	<b>\$5,529,200</b>
<b>Total Contemplated Projects</b>	<b>\$11,196,700</b>

We hope that this meets with your requirements at this time and should you have any questions, please feel free to call me.

Yours truly,

Oleh Dubek, P.Eng.  
Senior Engineer

od

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE DISTRICT 69 RECREATION COMMISSION MEETING**

**Thursday, February 15, 2018**

**2:00 P.M.**

**Oceanside Place**

In Attendance:	Commissioner J. Fell	Chair
	Commissioner B. Veenhof	Electoral Area H
	Commissioner R. Nosworthy	Electoral Area F
	Commissioner L. Krofta	Electoral Area E
	Commissioner N. Horner	Town of Qualicum Beach
	Commissioner E. Young	School District 69 Trustee
Regrets:	Commissioner T. Malyk	Electoral Area G
	Commissioner K. Burden	City of Parksville
Also in Attendance:	T. Osborne	Gen. Mgr. Recreation and Parks
	D. Banman	Mgr., Recreation Services
	A. Harvey	Recording Secretary

**CALL TO ORDER**

D. Banman chaired the meeting until a Chair was elected.

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

Commissioner and staff introductions were made around the table for the newly appointed Commissioners.

**ELECTION OF CHAIR AND DEPUTY CHAIR**

Commissioner Veenhof nominated Commissioner Fell to be Chair of the D69 Recreation Commission. He accepted the nomination. With no other nominations Commissioner Fell was declared Chair.

Commissioner Nosworthy nominated Commissioner Horner to be Deputy Chair of the D69 Recreation Commission. He accepted the nomination. With no other nominations Commissioner Horner was declared Deputy Chair.

**ELECTION OF GRANT SUB-COMMITTEE**

Current Grant Sub-committee members Commissioners Nosworthy and Horner were each nominated to sit on the committee. Commissioner Krofta was also nominated. They accepted their nominations and with no other nominations all three were elected to the committee.

## **APPROVAL OF THE AGENDA**

It was moved and seconded that the agenda be approved, as amended, to include an additional item under New Business and Reports.

CARRIED UNANIMOUSLY

## **ADOPTION OF MINUTES**

### **District 69 Recreation Commission Meeting - October 19, 2017**

It was moved and seconded that the minutes of the District 69 Recreation Commission meeting held October 19, 2017, be adopted.

CARRIED UNANIMOUSLY

## **DELEGATIONS**

### **J. Waite, Oceanside Track and Field, re: Ballenas Track Upgrade**

J. Waite presented information about the deteriorating track located at Ballenas High School. She noted the community user groups, athletes and residents that would use and benefit if the track was upgraded. Her presentation included photos of the current track and other community tracks. She answered questions from commissioners.

The delegation requested the development and funding for a 3 to 4 lane rubberized track upgrade with a 6 lane sprint zone.

## **CORRESPONDENCE**

It was moved and seconded that the following correspondence be received for information:

Regional District of Nanaimo News Release, re: BC Healthy Communities Society Grant Awarded

E. Nicol, Society of Organized Services, re: 2017 SOS Angel Tree Program

Oceanside Community Arts Council, re: Certificate of Appreciation

B. Trajon, Ravensong Aquatic Club, re: Reduction in Lane Fees

CARRIED UNANIMOUSLY

The Commission discussed the request from the Ravensong Aquatic Club to reduce the lane fees that are charged. D. Banman summarized the Fee and Charges process. It was noted that the group has received grants from the Regional District towards their pool fees.

It was moved that the lane fees be lowered to \$13.00.

*This Motion was not considered by the Commission due to a lack of seconder.*

It was moved and seconded that no changes be made to the existing fees and charges bylaw and staff communicate to the Ravensong Aquatic Club about other funding options currently available to them.

Opposed (1): Commissioner Horner

CARRIED

**COMMITTEE MINUTES AND RECOMMENDATIONS**

**D69 Recreation Commission Grants Committee Minutes - February 7, 2018**

It was moved and seconded that the D69 Recreation Commission Grants Committee Minutes - February 7, 2017, be adopted.

CARRIED UNANIMOUSLY

It was moved and seconded that the following District 69 Youth Recreation Grant applications be approved:

893 Beaufort Squadron Air Cadets - training costs - \$2,000

Arrowsmith Community Recreation Association - youth basketball event - \$500

Arrowsmith Community Recreation Association - Growing Wild summer camp - \$324

Ballenas Secondary School - Dry Grad - \$900

Bowser Elementary School - outdoor education field trip - \$2,500

Errington Elementary School - outdoor education field trip - \$2,500

Errington War Memorial Hall Association - musical theatre production - \$1,500

Ravensong Aquatic Club - pool rental, room rental, advertising, equipment - \$1,500

CARRIED UNANIMOUSLY

It was moved and seconded that the following District 69 Community Recreation Grant applications be approved:

Arrowsmith Community Recreation Association - Coombs Community Picnic - \$764

Bowser Tennis Club - power washing and leaf blower - \$1,399

District 69 Family Resource Association - special needs youth cooking and life skills program - \$1,200

Errington Elementary School - grade 3 swim lessons - \$1,800

Oceanside Building Learning Together - Maker Space equipment - \$2,000

Town of Qualicum Beach - Select Committee on Beach Day Celebrations - \$1,000

CARRIED UNANIMOUSLY

**REPORTS**

**Parks Update Report – Fall 2017**

T. Osborne gave a summary of the Parks Update Report for the District 69 area.

It was moved and seconded that the Parks Update Report - Fall 2017 be received for information.

CARRIED UNANIMOUSLY

**Recreation Master Plan Verbal Update**

D. Banman updated the Commissioners about the final steps of the Master Plan and what is left to complete.

**BUSINESS ARISING FROM DELEGATIONS**

**J. Waite, Oceanside Track and Field, re: Ballenas Track Upgrade**

It was moved and seconded that the Regional District of Nanaimo Board request School District 69 School Board to enter into discussions with staff about the feasibility of a track upgrade at Ballenas Secondary School.

CARRIED UNANIMOUSLY

**NEW BUSINESS**

**District 69 Recreation Commission Bylaw Updates**

T. Osborne told the Commission that an update of District 69 Recreation Commission Bylaw is currently being worked on by staff.

The Commissioners discussed the use of alternates for the Commission.

It was moved and seconded that when the District 69 Recreation Commission Bylaw is updated that it provide for alternates and that the Regional District of Nanaimo, City of Parksville, Town of Qualicum Beach and School District 69 (Qualicum) appoint alternate representatives when making appointments to the District 69 Recreation Commission.

CARRIED UNANIMOUSLY

**BC Recreation & Parks Association Symposium**

Commissioners were asked to provide to A. Harvey by February 23, 2018, their availability and interest in attending the 2018 BC Recreation & Parks Association Symposium being held April 30, 2018 to May 2, 2018.

**ADJOURNMENT**

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 3:20 pm

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CHAIR

**REGIONAL DISTRICT OF NANAIMO****MINUTES OF THE AGRICULTURAL ADVISORY COMMITTEE MEETING****Friday, February 16, 2018****2:00 P.M.****RDN Board Chambers**

In Attendance:	Director H. Houle	Electoral Area 'B'
	Director J. Fell	Electoral Area 'F'
	Director T. Westbroek	Town of Qualicum Beach
	J. Thony	Regional Agricultural Organization
	M. Ryn	Regional Agricultural Organization
	K. Reid	Shellfish Aquaculture Organization
	K. Wilson	Representative District 68
	G. Laird	Representative District 68
	R. Thompson	Representative District 69
	C. Watson	Representative District 69

Also in Attendance:	P. Thompson	Mgr. Long Range Planning
	S. Boogaards	Planner, Current Planning
	P. Sherman	Recording Secretary

**CALL TO ORDER**

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

**APPROVAL OF THE AGENDA**

It was moved and seconded that the agenda be approved as presented.

CARRIED UNANIMOUSLY

**ADOPTION OF MINUTES****Agricultural Advisory Committee Meeting - September 22, 2017**

It was moved and seconded that the minutes of the Agricultural Advisory Committee meeting held September 22, 2017, be adopted.

CARRIED UNANIMOUSLY

## **CORRESPONDENCE**

It was moved and seconded that the following correspondence be received for information:

Agricultural Land Commission Decision - September 26, 2017 PL2016-189 Exclusion - 1155 and 1169 Leffler Road, Electoral Area 'F'

Agricultural Land Commission Decision - October 16, 2017 PL2017-030 Subdivision - 2298 Northwest Bay Road, Electoral Area 'E'

Agricultural Land Commission Decision - February 8, 2018 PL2017-064 Subdivision - 2437 Quennell Road and Yellow Point, Electoral Area 'A'

CARRIED UNANIMOUSLY

## **REPORTS**

### **Request for Comment on Non-Farm Use in the Agricultural Land Reserve Application No. PL2017-194 - 1155 and 1169 Leffler Road, Electoral Area 'F'**

It was moved and seconded that the application for Non-Farm Use in the Agricultural Land Reserve Application No. PL2017-194 - 1155 and 1169 Leffler Road, Electoral Area 'F' be forwarded to the Agricultural Land Commission with a recommendation to refuse.

CARRIED UNANIMOUSLY

### **Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments**

It was moved and seconded that the Agricultural Advisory Committee receive the report on Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments.

CARRIED UNANIMOUSLY

It was moved and seconded that the Agricultural Advisory Committee recommends that a permitting system be put in place to include the concerns of fire, noise and parking for gathering for an event in the Agricultural Land Reserve.

CARRIED UNANIMOUSLY

### **Agricultural Land Commission Final Decisions Chart**

Discussion occurred regarding the Agricultural Land Commission decisions.

## **NEW BUSINESS**

### **Agricultural Land Reserve and the Agricultural Land Commission Revitalization - Regional Stakeholder Meeting**

Discussion occurred regarding the Agricultural Land Commission Revitalization – Regional Stakeholder meeting.



**Next Meeting**

The Regional District of Nanaimo received three new Agricultural Land Reserve applications and the next meeting will be scheduled accordingly in order to provide comments to the Agricultural Land Commission.

**ADJOURNMENT**

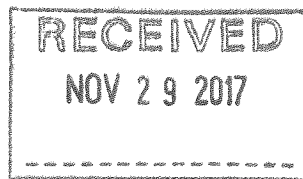
It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 3:05 PM

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CHAIR



Dear District 69 Recreation Commission,

I am the Head Coach of the Ravensong Aquatic Club and am writing to you today to request a reduction in the lane fees that we are charged to use the Ravensong Aquatic Centre. Our team, the Ravensong Breakers, is a very small club with only 41 members. Our swimmers all come from the Regional District of Nanaimo and travel from Nanoose Bay to Bowser to swim at the Ravensong Aquatic Centre. Unfortunately our swimmers and their families pay significantly higher pool rental fees than other swim clubs on the island.

Currently, we are being charged approximately \$15.00 per lane per hour. We estimate that our annual fees this year will be approximately \$37,000 at Ravensong Aquatic Club. As a comparison, the Nanaimo Aquatic Centre charges \$10.86 per lane per hour, while the Comox Valley Aquatic Centre charges \$12.65. Our Ravensong pool is a fantastic facility but is significantly more expensive for RDN user groups at \$15 per lane each hour.

Despite fundraising efforts throughout the season, our higher pool costs and subsequent club fees are discouraging new members from joining the Club. It also is forcing existing families to choose fewer swim meets and limit other RDN activities that their children can attend due to expense.

Our Ravensong Aquatic Club would really appreciate your consideration in adjusting our lane fees to make it more in line with other pools on the island. We want to make our club financially accessible to as many of our youth in the RDN as possible.

Thank you for your consideration. If you have any questions or would like to meet with me, I can be reached at [ravensong.byron@gmail.com](mailto:ravensong.byron@gmail.com).

Sincerely,

A handwritten signature in black ink that reads "Byron Trajan". The signature is written in a cursive style.

Byron Trajan  
Ravensong Aquatic Club Head Coach

**Delegation:** Jane Waite – Oceanside Track & Field Club President, re: Ballenas Track Upgrade

**Summary:** Track Upgrade Summary

1. Brief history of Ballenas Track
2. Benefiting User Groups
3. Community Benefits
4. Our Athletes
5. Cost Analysis

**Action Requested:** We are requesting an upgrade of the current deteriorating cinder track to a four lane rubberized surface track.

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**TO:** Regional District of Nanaimo Committee of the Whole      **MEETING:** March 13, 2018

**FROM:** Jamai Schile Senior Planner      **FILE:** 5285-20

**SUBJECT:** Contract Award – Coastal Floodplain Mapping Project – Phase 1

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**RECOMMENDATION**

That the contract for developing coastal floodplain mapping be awarded to Ebbwater Consulting and Cascadia Coast Research Ltd. in the amount of \$202,000.

**SUMMARY**

In compliance with the Regional District of Nanaimo (RDN) Board Policy No. A2.8 Signing of Contracts and Agreements, this request is to award the contract for the approved RDN’s coastal floodplain mapping project.

In December 2017, the RDN was awarded provincial funding to acquire coastal floodplain mapping. The project is jointly funded by the Union of BC Municipalities’ Community Emergency Preparedness Fund (CEPF) and the RDN. When completed, the mapping information will be used to update land use regulations relating to the management of lands in coastal areas and bring the RDN into compliance with the Provincial Flood Hazard Area Land Use Management Guidelines. Further to this, this information will be used to inform the flood hazard risk assessment project being undertaken by the RDN’s Emergency Services as well as future assessments, policies and plans regarding sea level rise (SLR) adaptation.

**BACKGROUND**

The Sea Level Rise Adaptation Program is a Regional Growth Strategy implementation item with the goal of enabling the RDN to adapt to the projected impacts associated with sea level rise (SLR). The Program is intended to be implemented in four stages, each with key deliverables to be actioned over a number of years. As illustrated in Table 1, the stages are sequential, and are designed to be executed with the collaboration of relevant RDN departments and municipalities. The SLR Adaptation Program is currently in Stage 2, Research, which primarily consists of undertaking the technical work needed to produce coastal floodplain maps for the region.

Undertaking this work will bring the RDN into compliance with the changes to the *Local Government Act* that transferred the authority to local governments to designate floodplains. Further to this, the

approach and methodology used to develop the maps will be consistent with the recently amended Provincial “Flood Hazard Area Land Use Management Guidelines” (2004).

**Table 1: Scope of Work of the SLR Adaptation Program**

STAGES	KEY DELIVERABLES
1. PRE-PLANNING INITIATE	Terms of Reference - complete
	Public Engagement Plan - draft complete
2. <b>RESEARCH</b>	<b>Coastal floodplain mapping Phase 1 2018/19 Phase 2 2019/20</b>
	Visual communication materials - pending
3. PLAN	Vulnerability and risk assessment - pending
	Sea Level Rise Adaptation Strategy - pending
4. IMPLEMENT	Various departmental implementation projects - pending

In support of the SLR Adaptation Program, the RDN Board passed a resolution on October 24, 2017 to endorse a funding application to advance Stage 2 as follows:

That the Board endorse the coastal flood plain mapping project for submission under the Union of British Columbia Municipalities Community Emergency Preparedness Fund.

On December 18, 2017, the Union of BC Municipalities announced that the RDN was successful in its funding application and was awarded \$150,000 to initiate the Coastal Floodplain Mapping Project.

The Coastal Floodplain Mapping Project was originally intended to be implemented using a longer phased approach, over multiple years, using the existing annual budget allocation. The CEPF funding has made it possible to accelerate the project work plan and increase the size of the geographical area scheduled for mapping this year. While the funding is significant, it is not enough to complete the required mapping for the entire RDN coastline. Due to this budget consideration, the project is anticipated to be completed in two phases; Phase 1 is the subject of this report.

***Phase 1 – Scheduled for 2018/19***

Phase 1 consists of sub-area 1 and sub-area 2, and includes the marine coastal areas associated with Electoral Areas E, G and H, the Town of Qualicum Beach and the City of Parksville. Phase one is scheduled for January 2018 to February 2019 and is being coordinated with the RDN’s Emergency Services and the Town of Qualicum Beach’s flood hazard risk assessment project.

***Phase 2 – Scheduled for 2019/20***

Phase 2 consists of sub-area 3, and includes the marine coastal areas associated with Electoral Areas A and B, the District of Lantzville and the City of Nanaimo. Phase 2 is anticipated to be initiated on the completion of Phase 1 and will be funded through the existing annual budget allocation and/or as

additional provincial or federal funding becomes available, such as the National Disaster Mitigation Program. Even without external funding assistance, it is anticipated that coastal floodplain mapping could be initiated for Electoral Area A in 2019/20.

The sub-area boundaries were determined based on reviewing development patterns in low lying areas and the relationship between marine and riverine systems. Due to budget consideration, the sub-areas had to be prioritized. Of the three areas, sub-area 1 and 2 were identified as higher priority areas based on input received from Emergency Services.

The total project cost for Phase 1 is \$202,000. The CEPF contribution is 100% funding to a maximum of \$150,000 and the RDN contribution is \$52,000 cash and \$30,000 in-kind.

***Request for Proposal Process***

The coastal floodplain mapping RFP was posted on the RDN’s webpage and on BC Bids on January 22, 2018. Three proposals were received from the following companies:

**Table 2: Proposal Submissions**

Name of Company	Proposed Project Fee (\$)
Associated Engineering (B.C.) Ltd and DHI Water and Environment Inc.	186,990
Ebbwater Consulting and Cascadia Coast Research Ltd.	202,000
Northwest Hydraulic Consultants	229,290

The proposals were evaluated using a pre-determined evaluation criteria whereby selection was made on the basis of technical merit and demonstrated expertise before reviewing the financial details of the proposals.

Based on the evaluation criteria, the submission with the highest score was provided by the team of Ebbwater Consulting and Cascadia Coast Research Ltd. The submission demonstrated that the project team clearly understood the requirements and had the relevant qualifications and experience to complete the work as outlined in the RFP. Ebbwater Consulting and Cascadia Coast Research Ltd also included innovative approaches to the future application of the mapping information, in terms of distinguishing between technical mapping and simplified mapping used for public communication. Further to this, their hydrodynamic model is open source software that meets the RFP requirements and allows for future updates as coastal conditions change. The inclusion of these services will benefit the project and provide actionable information to communicate the importance of preparing for future flood events and to inform the flood hazard risk assessment.

The financial details were evaluated based on the hourly charge out rates; people-hour requirements for all personnel involved; disbursements; meetings and all other costs to complete the work. Of the three submissions, there was a range of estimated total project fees as illustrated in Table 2. As per the evaluation criteria, the proposal with the lowest price received the highest rating for the proposed fee category and the other proposals received a reduced rating based on the portion higher than the lowest price. Based on this criteria, the recommended submission scored second in this category, but scored highest overall. This is attributed to the proposal being able to demonstrate that the required tasks can be achieved with an appropriate level of effort, while clearly identifying the path for completing the tasks and naming all of the team members involved.

## **ALTERNATIVES**

1. Award the Coastal Floodplain Mapping Project contract to Ebbwater Consulting and Cascadia Coast Research Ltd.
2. Provide other direction.

## **FINANCIAL IMPLICATIONS**

The Coastal Floodplain Mapping Project is contained within the current Financial Plan (2018-2022). The Project is intended to be implemented using a phased approach, over multiple years, using the existing annual budget allocation and/or external funding where possible.

## **STRATEGIC PLAN IMPLICATIONS**

The Sea Level Rise Adaptation Program is identified in the 2018 Operational Plan to enable the RDN to prepare for and mitigate the impact of environmental events.

Acquiring coastal flood plain mapping that considers changing conditions, such as sea level rise will be used to inform future risk assessment and adaptation planning for most of the services provided by the RDN and will bring the RDN into compliance with the Provincial guidelines. As such, this project aligns well with the 2017 - 2021 Board Strategic Plan priorities of Focus on Service and Organizational Excellence, in terms of costs and benefits by developing information that can be used by all RDN departments, municipalities and First Nation communities to reduce the costs and risks associated with the impacts of sea level rise and will ensure our processes are as easy to work with as possible. Further to this, the project aligns with the Plan's Focus on the Environment, specifically in preparing for and mitigating the impact of environmental events.



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Jamai Schile, Senior Planner

[jschile@rdn.bc.ca](mailto:jschile@rdn.bc.ca)

March 7, 2018

Reviewed by:

- P. Thompson, Manager, Long Range Planning
- G. Garbutt, General Manager, Strategic and Community Development
- P. Carlyle, Chief Administrative Officer



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**TO:** Committee of the Whole **MEETING:** March 13, 2018

**FROM:** John Marcellus  
Superintendent of Arenas Services

**SUBJECT:** Lease Agreements for District 69 Arena

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**RECOMMENDATION**

1. That the Regional District of Nanaimo renew the Lease Agreement with the City of Parksville for the lands and associated area on which the District 69 Arena is located.
2. That the Regional District of Nanaimo renew the Sublease Agreement with the Parksville Curling Club Society for the management and operation of the District 69 Arena as a curling facility.
3. That funds be allocated in the 2019 - 2023 Financial Plan for removal and site remediation of the District 69 Arena estimated at 1 million dollars.

**SUMMARY**

A lease agreement between the City of Parksville and the Regional District of Nanaimo is currently in effect to provide for the lands and associated area on which the District 69 Arena is located. The agreement was instituted in 1977, revised in 1980 and subsequently been renewed every 5 years. The existing lease agreement expires on March 31, 2018. Staff are recommending the Lease Agreement (Attachment 1) with the City of Parksville be renewed.

In 2003 the Regional District of Nanaimo entered into a sublease for a period of five years with the Parksville Curling Club for the non-profit society to manage and operate the District 69 Arena as a curling facility. In 2008 and again in 2013, the sublease was renewed after the land lease agreement with the City of Parksville was renewed. The existing sublease with the Parksville Curling Club also expires on March 31, 2018. Staff are recommending the Sublease Agreement (Attachment 2) with the Parksville Curling Club be renewed.

The City of Parksville's draft Community Park Master Plan 2017-2037 has identified a recommendation of relocating the District 69 Arena to outside of the community park. However, the City of Parksville has not completed its review nor formally endorsed the recommendations of the plan at this time. Should demolition of the facility be required, it is estimated that it will cost approximately \$1 million to remove the facility and remediate the land. As this undertaking is a condition of past agreements and the proposed Lease for the Regional District to undertake when required, it is recommended that necessary funds be allocated and placed into reserves within the 2019-2023 Financial Plan for this purpose.

## **BACKGROUND**

Oceanside Place was constructed in 2003 and at that time the Regional District entered into a sublease agreement with the Parksville Curling Club Society. This sublease agreement is in effect during the same period of five years as is the land lease agreement between the Regional District and City of Parksville. This five year length is the maximum time allowed under both local government legislation and an original covenant when the land was donated to the City. The existing lease between the Regional District and the City of Parksville and the sublease agreement between the Regional District and the Parksville Curling Club both expire March 31, 2018.

A lease agreement between the City of Parksville and the Regional District of Nanaimo provides for the lands and associated area on which the District 69 Arena is located. The agreement was instituted in 1977, revised in 1980 and subsequently been renewed every 5 years. The City of Parksville Council met on February 19, 2018 and approved the renewal of the land lease with the Regional District.

According to information provided by the Parksville Curling Club they have continued to experience growth and have a current membership over 500 active curlers, 450 of whom are members of the Society. The club has 16 leagues and is predominantly run by volunteers. There is one Manager, an Ice Technician and one Ice Technician Trainee employed by the Club. Between January 31 and February 4, the Club hosted the 2018 BC Men's Curling Championship, which was televised on Shaw TV and featured 12 men's teams competing to represent BC at the 2018 Canadian men's curling championship the Tim Horton's Brier. The Club has hosted a number of regional and provincial events since 2003 and the arena is highly regarded as being one the highest standards of curling ice quality in the province which is attributable to the facility having "arena ice". During the curling off season the facility has hosted a number of RDN recreation department programs and camps as well as other community groups and their activities.

A recommendation within the Regional District's draft Recreation Services Master Plan states that the District 69 Arena should continue to operate as a curling facility for as long as the facility is available. The growth of the Parksville Curling Club and popularity of the sport in the District 69 (Oceanside) area indicates that the facility provides the greatest benefit in its current use.

Recent research completed during the creation of the recreation services master plan identified the Parksville Curling Club is experiencing growth and that there are approximately 800-900 registered curlers in District 69. Utilization of the facility is from all areas within District 69. The resident survey completed during the master plan process identified usage by area; City of Parksville 27%, Town of Qualicum Beach 10% , EA 'E' 16%, EA 'F' 12%, EA 'G' 24% and EA 'H' 4%.

With the current lease agreements expiring on March 31, 2018 it is necessary for the Regional District to renew the lease with the City of Parksville for another period of five years as well as the sublease agreement with the Parksville Curling Club.

## **ALTERNATIVES**

1. That the Regional District of Nanaimo renew the Lease Agreement with the City of Parksville for the lands and associated area on which the District 69 Arena is located and renew the Sublease Agreement with the Parksville Curling Club for the management and operation of the facility as a curling club.

2. That the Regional District of Nanaimo not renew the Lease Agreement with the City of Parksville or the Sublease Agreement with the Parksville Curling Club and alternative direction be provided.
3. That funds be allocated in the 2019 - 2023 Financial Plan for removal and site remediation of the District 69 Arena estimated at 1 million dollars.
4. That funds not be allocated for removal and site remediation of the District 69 Arena and alternate direction be provided.

## **FINANCIAL IMPLICATIONS**

Within the terms and conditions of the land lease agreement with the City of Parksville, the Regional District assumes financial obligations related to District 69 Arena but allows the subletting of the facility to the Parksville Curling Club. The Curling Club through the sublease agreement with the RDN assumes all operating and capital expenses of maintaining the District 69 Arena and grounds.

A physical assessment of the facility (completed in 2014) identified that upgrades in the range of \$350,000 to \$500,000 were required within five years (by 2020) to sustain the facilities mechanical systems and key structural components.

Over the current and past lease agreements the Curling Club has invested approximately \$220,000 into facility improvements such as; installation of a low emission ceiling, renovation to the lounge, roof repairs, washroom fixtures replacement, HVAC and refrigeration system upgrades, expanded accessibility for spectator seating, and installation of CCTV for the viewing area. The funding of this work has come from grants, fundraising, donations and membership fees. Volunteer labour from club members has also made a significant contribution to facility upkeep. Over the length of the proposed agreement the Curling Club will continue to prioritize and provide an estimated \$150,000 for capital projects that are necessary to continue the operation of the facility as a curling club. As per the terms of the Sublease Agreement the procurement of these funds are the responsibility of the Curling Club and will likely be raised through similar means as the improvements mentioned above.

The City of Parksville's draft Community Park Master Plan 2017-2037 has identified a recommendation of relocating the District 69 Arena to outside of the community park as one of the eight priorities for the Parksville Community Park. However, the City of Parksville has not completed its review nor formally endorsed the recommendations of the plan at this time. Should demolition of the facility occur it is estimated that approximately \$1 million would be required to remove the facility and properly remediate the land. These costs would be the responsibility of the RDN. Over the remainder of 2018 staff will be refining this cost estimate in more detail in preparation for the 2019 Financial Plan.

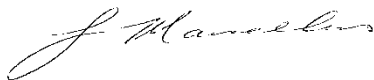
The existing Bylaw 1358 for District 69 Ice Arenas (Oceanside Place and District 69 Arena) allows for the costs of the demolition to be included in the requisition for this service. There are currently contributions being made to a reserve fund based on the level required to maintain Oceanside Place Arena. Although there are some surplus funds in this reserve, there are not enough funds available to provide for up to \$1 million in demolition costs of the District 69 Arena. Setting aside additional funds to prepare for the demolition of up to \$200,000 per year would result in a 9.7% increase to the 2019 projected requisition of \$2,052,540. Because the Arenas requisition is based 50% on usage and 50% on assessments, the impact varies by participant. It equates to between \$0.90 and \$1.80 per \$100,000 of assessment (2018 assessments).

The City of Parksville Council met on February 19, 2018 and approved the renewal of the land lease with the Regional District and also approved a clause providing a 100% permissive tax exemption for the duration of the lease (5 years). The City of Parksville had previously approved an annual permissive tax exemption on the leased property for 2018 at 82.7%.

### **STRATEGIC PLAN IMPLICATIONS**

The agreements under consideration are within the focus of the RDN for recognizing recreational amenities as core services. The District 69 Arena and the Parksville Curling Club add value to the community and the region. Active participation in ice related sports such as curling improves the quality of life for curlers and spectators. The Society hosts non-ice related community, educational and cultural events in the building which is considered beneficial to the community's quality of life.

The agreements also aligns with the Board's strategic goal to continue to develop and encourage meaningful relationships with community partners, employing asset management and recognizing volunteers as an essential component of service delivery.



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John Marcellus  
[jmarcellus@rdn.bc.ca](mailto:jmarcellus@rdn.bc.ca)  
March 7, 2018

#### Reviewed by:

- D. Banman, Manager of Recreation Services
- W. Idema, Acting General Manager of Corporate Services
- T. Osborne, General Manager of Recreation and Parks
- P. Carlyle, Chief Administrative Officer

#### Attachments

1. D69 Arena Land Lease Agreement with City of Parksville
2. D69 Arena Sublease Agreement with Parksville Curling Club

# Attachment 1

## LEASE

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_, 2018

UNDER THE *LAND TRANSFER FORM ACT, PART 2*

BETWEEN:

**CITY OF PARKSVILLE**

100 Jensen Avenue East  
PO Box 1390  
Parksville, BC V9P 2H3

(the "Landlord")

OF THE FIRST PART

AND:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "Tenant")

OF THE SECOND PART

**WHEREAS:**

- A. Since 1977 the City of Parksville has leased a specified area of land within the Parksville Community Park to the Tenant for the District 69 Ice Arena, a recreational facility. The most recent agreement is for a five year period ending March 31, 2018;
- B. Since 2003 the tenant has been subleasing the District 69 Ice Arena to the Parkville Curling Club Society for the purpose of operating a curling facility;
- C. The Parties wish to enter into a new agreement for the lease of the same lands and premises for a further five year period to permit the Tenant to continue to operate the District 69 Ice Arena including the continued sublease to the Parkville Curling Club Society;
- D. The Tenant has requested and the Landlord has agreed to grant a lease on the following terms.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to be paid and performed by the Tenant:

**1.0 Premises**

The Landlord leases to the Tenant the land described in Schedule "A" annexed to this Lease (the "**Premises**").

**2.0 Term**

For the term of five years commencing on the 1st day of April 2018 and ending on the 31st day of March, 2023 (the "Term").

**3.0 Use**

The Tenant and its authorized users, including, without limitation, any subtenants authorized under this Lease, may use the Premises only for those purposes permitted by City of Parksville Zoning and Development Bylaw 1994 No. 2000 and any amendments thereto.

**4.0 Rent**

The Tenant shall pay to the Landlord annual one time rent of twenty-five (\$25.00) dollars due and payable within 30 days of the first day of the Term.

**5.0 Taxes**

Council agrees the Tenant shall receive a 100% permissive tax exemption from the payment of municipal taxes for the term of this Lease. If taxes, rates, duties or assessments are due from other levels of government with respect to the Tenant's use of the Premises under this Lease, the Tenant is responsible for these costs.

**6.0 Tenant's Covenants**

The Tenant covenants with the Landlord:

**Rent**

6.1 to pay all rents reserved under this Lease;

**Utilities**

6.2 to pay as they become due all user fees and rates for utility services including, without limitation, all charges for all municipal water, sewer services, gas, oil, telephone and electric light and power used on the Premises;

## Construction

- 6.3 that it will not construct any buildings or structures on the Premises without the Landlord's approval, which may be withheld at the sole discretion of the Landlord and that it will not construct or renovate any buildings or structures on the Premises unless, prior to any construction or renovation, it obtains:
- (a) a development permit from the Landlord, if required under the Official Community Plan and Zoning Bylaw of the City of Parksville;
  - (b) a building permit, where required by the bylaws of the City of Parksville regulating building construction, authorizing the construction or renovations of the buildings and structures set out in the permit and the plans and specifications attached to it;
  - (c) such inspections as are required under the bylaws of the City of Parksville regulating building construction; and
  - (d) if required by law, zoning, or zoning amendment approval from Council of the City of Parksville;

and all work shall be carried out at the cost of the Tenant;

## Assign or Sublet

- 6.4 that it will sublet the Premises only to The Parksville Curling Club Society (Reg. No. 28480), and only for the purposes of operating a curling, recreation and community use facility which use may, from time to time include use for concerts, sports contests, performances, displays, exhibits, conventions, trade shows, meetings or social gatherings of a commercial nature, the admission to which requires the purchase of a ticket, the payment of an admission fee or a usage fee, ("**Commercial Events**") provided that such Commercial Events are carried out in accordance with this Lease and the sublease between the Tenant and the Parksville Curling Club Society, and will not otherwise sublease the Premises or assign this Lease without the prior written consent of the Landlord, which consent may be withheld at the sole discretion of the Landlord;

## Nuisance

- 6.5 that it will not carry on or do or allow to be carried on or done on the Premises anything that may be or become a nuisance to the Landlord or the public;

## Regulations

- 6.6 that it will
- (a) comply promptly at its own expense with the legal requirements of all authorities pertaining to the operation and use of the Premises, including an association of fire insurance underwriters or agents, and all notices issued under them that are served upon the Landlord or the Tenant; and
  - (b) indemnify the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;

## Insurance

- 6.7 that it will take out and maintain during the Term, a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises by the Tenant in the amount of not less than Five Million (\$5,000,000.00) Dollars per single occurrence or such greater amount as the Landlord may reasonably designate, from time to time, naming the Landlord as an insured party thereto and shall provide the Landlord with a certified copy of such policy or policies;
- 6.8 that
- (a) it will take out and maintain during the Term a policy of insurance in the name of the Tenant insuring the ice arena and all fixtures and improvements to the full insurable replacement value thereof against risk of loss or damage caused by or resulting from fire, lightning, tempest, or earthquake and any additional peril against which the Landlord normally insures, and
  - (b) the Tenant shall provide the Landlord with a certified copy of the policy;
- 6.9 that all policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord thirty (30) days' prior written notice;
- 6.10 that if the Tenant does not provide or maintain in force the insurance required by this Lease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;



## Damage or Destruction

- 6.11 that if the ice arena or other building or structure is destroyed or damaged by fire, tempest or other event and, in the opinion of the Tenant acting reasonably, either:
- (a) the estimated cost of repairing such destruction or damage is unreasonably high; or
  - (b) the time reasonably anticipated as being necessary for the repair of such destruction or damage is too long;

the Tenant may, at its option, and upon written notice to the Landlord delivered within ninety (90) days after the occurrence of the destruction or the damage, terminate this lease, such termination to take effect sixty (60) days after the exercise of the option to terminate. On such termination all proceeds of insurance payable in respect of such destruction or damage shall be paid to the Tenant.

In the event the Tenant chooses to terminate the lease in accordance with the provisions within this clause and does not reconstruct the building, then the Tenant at their cost will return the Premises to a condition that is acceptable to the Landlord. The landlord further agrees that an acceptable condition will be a condition that is generally comparable to those portions of the City of Parksville Community Park outside of the Premises;

## Indemnification

- 6.12 that it will indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses which the Landlord may incur by reason of the use of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's or any subtenants use of the Premises and in respect of any loss, damage or injury sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, except insofar as any damage, loss, injury, cost or expense is caused or contributed to by the negligence of the Landlord or its officers, employees or agents and this indemnity shall survive the expiry or sooner determination of this Lease;

## Builders' Liens

- 6.13 that it will indemnify the Landlord from and against all claims for liens for wages or materials or for damage to persons or property caused during the making of or in connection with any excavation, construction, repairs, alterations, installations and additions which the Tenant may make or cause to be made on, in or to the Premises; and will allow the Landlord to post and will keep posted on the Premises any notice that the Landlord may desire to post under the provisions of the *Builders Lien Act*;

## **Maintenance**

- 6.14 to maintain the Premises and the building, at all times to a reasonable standard of maintenance as is commonly provided to municipal ice arenas and the City of Parksville Community Park.

## **Inspection and Access**

- 6.15 to permit the Landlord at any time and from time to time to enter and to have its authorized agents, employees, and contractors enter the Premises for the purpose of inspection, making repairs, alterations, and improvements to the Premises in general or to make improvements as outlined in the City of Parksville 2017-2037 Community Park Master Plan or to have access to utilities and services, and the Tenant shall provide free and unimpeded access for the purpose, and shall not be entitled to compensation for any inconvenience, nuisance, or discomfort caused thereby, but the Landlord in exercising its rights hereunder shall proceed to the extent reasonably possible so as to minimize interference with the Tenant's use and enjoyment of the Premises.
- 6.16 to obtain approval from the Landlord for any special event to be held within the facility that will likely exceed the parking capacity of the premises. The Landlord agrees that dependent only upon requirements of other special events scheduled for the same time in the City of Parksville Community Park, such approval will not be unreasonable withheld.

## **7.0 Landlord's Covenants**

The Landlord covenants with the Tenant for quiet enjoyment.

## **8.0 Miscellaneous Covenants**

And it is hereby mutually agreed:

## **Re-entry**

- 8.1 that if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;

## **Forfeiture**

- 8.2 that the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Lease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Lease;

## Fixtures

- 8.3 that the ice arena is owned by the Tenant and if the Tenant elects not to rebuild the ice arena under section 6.11, or if this Lease is otherwise terminated, the ice arena or the remains of it, and the proceeds of any fire insurance or sale are the property of the Tenant, as an asset of the recreation local service provided by the Tenant for and within the City of Parksville (the Landlord) the Town of Qualicum Beach and Electoral Areas F, G and H of the Regional District of Nanaimo or any amended or successor local service providing community recreation services within the Regional District of Nanaimo, in accordance with the *Local Government Act* and in spite of any law to the contrary;
- 8.4 if the Landlord and the Tenant do not enter into a new lease to become effective immediately following the expiration of the Term, the Landlord and the Tenant will negotiate in good faith towards an agreement on the disposition of the Tenant's Improvements (including the arena, parking lots, fencing, signage and other improvements made by the Tenant), either by way of removal of those improvements from the Premises by the Tenant, or the transfer of those improvements to the Landlord, on terms that are mutually acceptable to the parties. If the parties are unable to agree upon a transfer value within six (6) months after expiration of the Term, that dispute will be submitted to binding arbitration and the arbitrator may order removal or transfer for value (or a combination of removal and transfer) taking into account such factors as depreciated building value.
- 8.5 if the lease is not renewed by reason of the District 69 Ice Arena having come to the end of its useful life, then in accordance with the provisions of section 8.4 for removal of the improvements from the Premises by the Tenant, the Tenant agrees to remove those portions of the improvements requested to be removed by the Landlord and to return the Premises to a condition acceptable to the Landlord as outlined in Section 6.11.

## Holding Over

- 8.6 that if the Tenant holds over following the Term and the Landlord accepts rent, this Lease becomes a tenancy from month to month subject to those conditions in this Lease applicable to a tenancy from month to month;

## Renewal

- 8.7 that upon the expiration of the Term the parties may agree to enter into a new lease of the Premises containing agreed terms and conditions.

## Time

- 8.8 that time shall be of the essence of this Lease;

## Notices

8.9 that any notice required to be given under this Lease shall be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery, and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

City of Parksville  
100 Jensen Avenue East  
PO Box 1390  
Parksville, BC V9P 2H3

If to the Tenant:

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

or at the address a party may from time to time designate, then the notice shall be deemed to have been received forty-eight (48) hours after the time and date of mailing. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;

## Net Lease

8.10 that this Lease shall be a complete carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or its contents except those mentioned in this Lease;

## Binding Effect

8.11 that this Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

## Amendment

8.12 that the parties hereto may by agreement amend the terms of this Lease, such amendment to be evidenced in writing and executed by both parties;

**Law Applicable**

8.13 that this Lease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

**Interpretation**

8.14 that when the singular or neuter are used in this Lease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;

8.15 all provisions of this Lease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;

8.16 that the headings to the clauses in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease or provision of it.

IN WITNESS the parties have signed and sealed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PARKSVILLE by its authorized )  
signatories )  
)  
)  
\_\_\_\_\_)  
Mayor )  
)  
)  
\_\_\_\_\_)  
Corporate Officer )

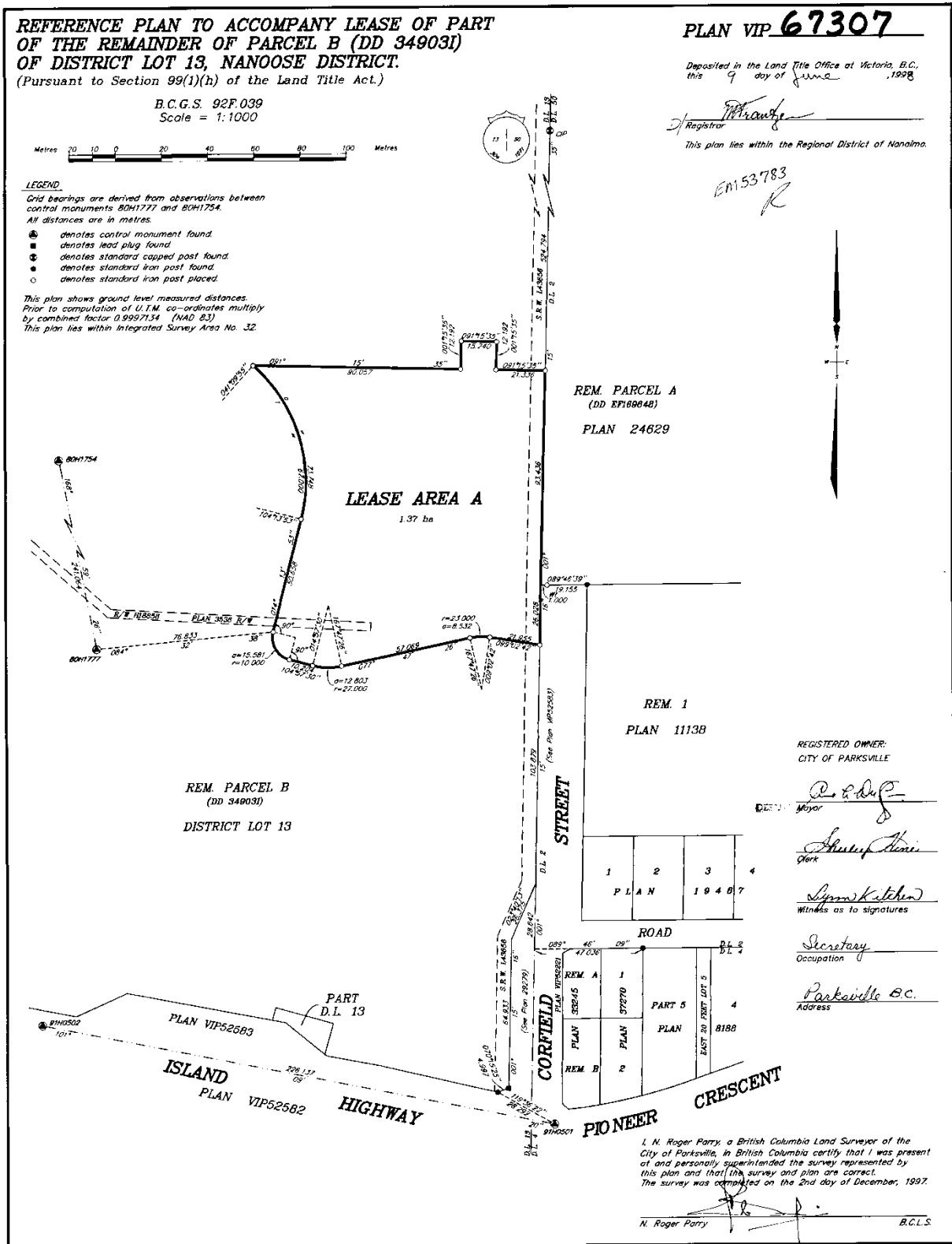
REGIONAL DISTRICT OF NANAIMO by its )  
authorized signatories )  
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**SCHEDULE "A"**

PID:

That Part of the remainder of Parcel "B" (DD 34903-1), District Lot 13, Nanoose District as shown outlined on the reference plan annexed hereto as Schedule "B" and prepared by N. Roger Parry, BCLS, dated the 2<sup>nd</sup> day of December, 1997 and marked "Lease Area A".

**SCHEDULE "B"**



FILED VINTHS/30/ 186783 2002-07-02-13-18-16-872817

**Attachment 2**

**SUBLEASE**

**THIS SUBLEASE** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2

(the "**Landlord**")

OF THE FIRST PART

AND:

**THE PARKSVILLE CURLING CLUB SOCIETY**

(#28480)  
193 Island Highway East  
Box 1624  
Parksville, BC V9P 2H5

(the "**Tenant**")

OF THE SECOND PART

**WHEREAS:**

- A. The Landlord is the lessee of the land described in Schedule 'A' annexed to this Sublease (the "**Lands**") under the terms of a Lease between the Landlord and the City of Parksville (the "**Head Lease**") made the 1st day of April, 2018, a copy of which is attached as Schedule 'D';
- B. The Landlord is the owner of an arena facility situated upon the Lands known as the "**District 69 Arena**";
- C. On the 1st day of October, 2003, a Sublease was entered into between the Tenant and the Landlord to manage and operate the District 69 Ice Arena as a curling facility for a period of five years ending on the 31<sup>st</sup> day of March, 2008 and was subsequently renewed for two five-year terms, ending on the 31<sup>st</sup> day of March, 2018;
- D. The Parties wish to enter into an agreement for a Sublease of the same lands and premises for a further term of five years to permit the Tenant to continue to operate the District 69 Ice Arena as a curling facility;
- E. The Tenant has requested, and the Landlord has agreed, to grant a Sublease of the Lands and the District 69 Arena on the following terms.



**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the rents and agreements to be paid and performed by the Tenant:

**1.0 Premises**

1.1 The Landlord leases to the Tenant the Land and the District 69 Arena (together described hereafter as the "**Premises**").

**2.0 Term**

2.1 The Landlord leases the Premises to the Tenant for a term commencing on the 1<sup>st</sup> day of April, 2018 and ending on the 31<sup>st</sup> day of March, 2023 (the "**Term**").

**3.0 Use**

3.1 The Tenant may use the Premises for the purpose of curling and related activities of the Tenant, for operating a facility for the use of sports under the control of local organizations, for the rental of facility use time to community groups for community activities, community special events, or for recreational programs or activities generated by and under the authority of the Landlord's Recreation and Parks Department, provided that such use complies with the City of Parksville Zoning and Development Bylaw 1994 No. 2000 and any amendments thereto;

3.2 Should the Tenant receive a request to use the Premises for concerts, sports contests, performances, displays, exhibits, conventions, trade shows, meetings or social gatherings of a commercial nature, the admission to which requires the purchase of a ticket, the payment of an admission fee or a usage fee, ("**Commercial Events**"), the Tenant will refer the request to the Landlord, and the Landlord will determine whether the Commercial Event may be accommodated at the Premises. The Tenant will not proceed with accommodating the request unless it has received written consent from the Landlord's Manager of Recreation Services, which may be withheld by the Landlord in its sole discretion. The Landlord's Manager of Recreation Services will respond to any such request from the Tenant within fifteen (15) business days. In exercising its discretion, and without limitation, the Landlord may refuse the Tenant's request if the Landlord determines that the proposed Commercial Event should be held at the Landlord's Oceanside Place multipurpose facility;

3.3. The Tenant acknowledges and agrees that a City of Parksville Special Events Permit (a "**Special Events Permit**") may be required for certain Commercial Events and that, without limiting the generality of section 3.2, the Landlord may withhold written consent under section 3.2 until such time as the Tenant presents evidence that demonstrates to the Landlord's satisfaction that a Special Events Permit has or will be obtained for the Commercial Event;

3.4 From time to time, the Landlord may receive requests to host Commercial Events at its Oceanside Place multipurpose facility ("**Oceanside Place**"). Should the Landlord, acting in its sole discretion, elect not to host the Commercial Event at Oceanside Place, it will make reasonable efforts to refer the organizer of the Commercial Event to the Tenant, who may, subject to this Sublease, consider hosting the Commercial Event at the Premises;

3.5 The Tenant and the Landlord's Recreation and Parks Department will meet on an annual basis to review the use of the Premises;

#### **4.0 Rent**

- 4.1 The Tenant shall pay to the Landlord rent of **TWENTY-FIVE (\$25.00) DOLLARS** due and payable within 30 days of the first day of the Term.

#### **5.0 Tenant's Covenants**

The Tenant covenants with the Landlord, at all times:

##### **Rent**

- 5.1 To pay all rents reserved under this Sublease;

##### **Taxes**

- 5.2 To pay all taxes, rates, duties and assessments whatsoever, whether municipal, provincial, federal, or otherwise charged upon the Tenant or the Landlord as a result of the Tenant's occupation of or use of the Premises unless exempted by law;

##### **Utilities**

- 5.3 To pay as they become due all charges for utilities used at or in the Premises, including, without limitation, all gas, oil, telephone, electric, light, power, internet, water, sewer, storm, garbage and recycling;

##### **Construction**

- 5.4 That it will not construct any buildings or structures on the Premises, and will not make any alterations, additions or improvements on or to the Premises including, without limitation, to the District 69 Arena mechanical and ice-making equipment, unless it has obtained:
- (a) the written consent of the Landlord;
  - (b) if required by law, a development permit or zoning approval from the City of Parkville;
  - (c) if required by law, a building permit authorizing the construction or renovations of the buildings and structures set out in the permit and the plans and specifications attached to it;

and all such work including without limitation, all fees and costs related to permit applications and approvals shall be carried out at the cost of the Tenant;

##### **Assign or Sublet**

- 5.5 That it will not assign nor sublet without the Landlord's written approval, and without limiting the discretion of the Landlord to grant or refuse such approval, the Tenant acknowledges that under the terms of the Head Lease, any proposed assignment or sublease of this Sublease will require the approval of the Council of the City of Parkville;

## **Nuisance**

- 5.6 That it will not carry on or do or allow to be carried on or done on the Premises anything that
- (a) may be or may become a nuisance to the Landlord or the public;
  - (b) increases the hazard of fire or liability of any kind;
  - (c) increases the premium rate of insurance against loss by fire or liability upon the Premises;
  - (d) invalidates any policy of insurance for the Premises; or
  - (e) directly or indirectly causes damage to the Premises;

## **Regulations**

- 5.7 That it will
- (a) comply promptly at its own expense with the legal requirements of all authorities, including, without limitation, an association of fire insurance underwriters or agents and all provincial and federal occupational health and safety regulations and policies related to facilities where ammonia is used as a refrigerant, and all notices issued under them that are served upon the Landlord or the Tenant; and
  - (b) indemnify the Landlord from all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of non-compliance by the Tenant with legal requirements or by reason of any defect in the Premises or any injury to any person or to any personal property contained on the Premises unless the damages, losses, costs, expenses or injuries are the result of the negligence of the Landlord;

## **Insurance**

- 5.8 That it will take out and maintain during the Term, a policy of general public liability insurance, including a Tenant Legal Liability endorsement, against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises by the Tenant in the amount of not less than Five Million (\$5,000,000.00) Dollars per single occurrence or such greater amount as the Landlord may from time to time designate, naming the Landlord as an additional insured party thereto and shall provide the Landlord with a Certificate of Insurance;
- 5.9 That
- (a) it will take out and maintain during the Term a policy of insurance insuring the Premises to the full insurable replacement value thereof against risk of loss or damage caused by or resulting from fire, lightning, tempest, or earthquake or any additional peril against which the Landlord normally insures;
  - (b) this policy of insurance shall name the Landlord as an additional insured party to it and shall be in a form satisfactory to the Landlord; and
  - (c) the Tenant shall provide the Landlord with a Certificate of Insurance;

- 5.10 That all policies of insurance shall contain a waiver of subrogation clause in favour of the Landlord and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Landlord 30 days prior written notice;
- 5.11 That if the Tenant does not provide or maintain in force the insurance required by this Sublease, the Landlord may take out the necessary insurance and pay the premium for periods of one year at a time, and the Tenant shall pay to the Landlord as additional rent the amount of the premium immediately on demand;
- 5.12 That if both the Landlord and the Tenant have claims to be indemnified under any insurance required by this Sublease, the indemnity shall be applied first to the settlement of the claim of the Landlord and the balance, if any, to the settlement of the claim of the Tenant;
- 5.13 That it shall take out and maintain during the Term worker's compensation coverage as required by Worksafe BC in respect of the Tenant's use and occupation of the Premises;
- 5.14 That it shall be the sole responsibility of the Tenant to determine what additional insurance coverage, including, without limitation, Participants Insurance, is necessary and advisable for its own protection or to fulfill its obligations under this Lease. Any such additional insurance shall be maintained and provided at the sole expense of the Tenant;

#### **Release and Indemnification**

- 5.15 That it will release and indemnify the Landlord from and against all lawsuits, damages, losses, costs or expenses that the Landlord may incur by reason of the use or occupation of the Premises by the Tenant or the carrying on upon the Premises of any activity in relation to the Tenant's use of the Premises and in respect of any loss, damage or injury including, without limitation, property damage or death, sustained by the Tenant, or by any person while on the Premises for the purpose of doing business with the Tenant or otherwise dealing with the Tenant, including all costs and legal costs, taxed on a solicitor and own client basis, and disbursements and this indemnity shall survive the expiry or sooner determination of this Sublease;

#### **Builders' Liens and Other Charges**

- 5.16 That it will not permit, do or cause anything to be done to the Premises that would allow any lien, certificate of pending litigation, judgment or certificate of any court, or any mortgage, charge, conditional sales agreement, personal property security or other encumbrance to be imposed or remain on title to the Premises, or any part thereof. In the event of registration of any lien, charge, conditional sales agreement, personal property security or other encumbrance against the Premises, or part thereof, the Tenant shall, within 10 days notice thereof, and at its sole expense, immediately cause the same to be discharged whether by payment or security or other manner as may be permitted by law, and failing which the Landlord, may, but shall not be obliged to, make any payments required to procure the discharge of such lien, charge or encumbrance and the Tenant shall forthwith indemnify the Landlord for all amounts incurred by the Landlord in procuring discharge under this section 5.16, including, without limitation, legal fees on a solicitor and own client basis in connection therewith;

## **Maintenance**

- 5.17 To maintain the Premises, at all times to a high standard of maintenance consistent with the maintenance standards of a local government recreation facility and a City of Parksville Community Park, such maintenance to include, without limitation, the provision of janitorial services, grounds maintenance and upkeep of the parking areas, snow, ice, and leaf removal, grounds keeping, exterior and interior painting and the regular maintenance of all equipment, furnishings and fittings;

## **Repairs**

- 5.18 To carry out all repairs that are necessary for the proper operation of the District 69 Arena, including without limitation, any necessary repairs or replacements of the structural components of the District 69 Arena, or its roof, electrical and mechanical systems, flooring, furnishings, fittings or equipment;

## **Occupational Health and Safety Inspections and Maintenance**

- 5.19 Without limiting the generality of section 5.7, 5.17, or 5.18, to, at its sole cost, carry out all occupational health and safety inspections, repairs, upgrades and maintenance required or recommended for the Premises under all federal and provincial occupational health and safety enactments, policies, and guidelines;

## **Continuous Operation**

- 5.20 To operate the District 69 Arena for the purposes contemplated hereunder continuously throughout the Term, so that the District 69 Arena is operated as a curling facility for the use of the Society, and third parties to whom the Society may licence the use of the District 69 Arena as provided for under sections 3.1 and 3.2 of this Agreement;

## **Staffing**

- 5.21 To provide sufficient personnel for the safe and proper operation of the District 69 Arena, whether through volunteers or paid staff, or a combination of those;

## **Booking of Dry Floor Events**

- 5.22 To cooperate with the Landlord's Recreation and Parks Department in the booking of dry floor sports and public recreation events;

## **Annual Report and Financial Statement**

- 5.23 To provide an annual report to the Board of the Landlord within 30 days of the end of each year of the Term, such report to include information on the Tenant's membership and programming;
- 5.24 On or before July 31<sup>st</sup> during each year of the Term, except in the final year as outlined in 5.23, the Tenant shall submit to the Manager of Recreation Services a statement of results for the prior fiscal year comprised of a balance sheet and income statement and a copy of the final bank statement for the year showing a reconciliation of the Tenant's bank account to the balance sheet. The balance sheet and income statement shall each contain the following certification and be signed by the Tenant's Treasurer and President:

“The undersigned certify that these statements have been prepared in accordance with sound accounting principles and represent in all material respects the financial results and activities of the Parksville Curling Club Society for the fiscal year that ended on Month, Year”;

- 5.25 On or before July 31<sup>st</sup> in the final year of each Term the Tenant shall submit to the Manager of Recreation Services a financial statement prepared by an independent accountant or accounting firm qualified to prepare statements in the Province of BC as a Chartered Professional Accountant, Chartered Management Accountant, or a Chartered Accountant;

#### **Head Lease**

- 5.26 To perform all of the obligations of the Regional District of Nanaimo as tenant under the Head Lease, except for those contained in sections 4.0, 5.1, 5.8 and 5.9 to the intent and for the purpose that no default under the Head Lease will arise from the tenancy created by this Sublease.

#### **6.0 Landlord's Covenants**

- 6.1 The Landlord covenants with the Tenant for quiet enjoyment.

#### **7.0 Miscellaneous Covenants**

And it is hereby mutually agreed:

#### **Re-entry**

- 7.1 That if the Tenant shall default in the payment of rent, or the payment of any other sum payable hereunder, or fail to perform any covenant hereunder and if such default shall continue for thirty (30) days after the giving of written notice by the Landlord to the Tenant, then the Landlord may re-enter the Premises and the rights of the Tenant with respect to the Premises shall lapse and be absolutely forfeited;

#### **Forfeiture**

- 7.2 That the Landlord, by waiving or neglecting to enforce the right to forfeiture of this Sublease or the right of re-entry upon breach of any covenant, condition or agreement in it, does not waive the Landlord's rights upon any subsequent breach of the same or any other covenant, condition or agreement in this Sublease;

#### **Revenue**

- 7.3 That all revenue from the operation of the District 69 Arena during the Term shall be for the account of the Tenant;

#### **Destruction**

- 7.4 (a) that if the Premises are damaged by fire, flood or other casualty the Tenant shall, within thirty (30) days after the fire, flood or other casualty advise the Landlord in writing whether the Tenant intends to restore, repair or replace the Premises or the portion damaged. If the Tenant intends to undertake and complete restoration, repair or replacement the Tenant shall do so within twelve (12) months after the damage has occurred;

- (b) if the Tenant elects not to undertake restoration, repair or replacement this Sublease shall terminate and, for the purpose of this subsection, if the Tenant does not advise the Landlord concerning the Tenant's intention within the thirty (30) days, the Tenant shall be deemed to have elected not to undertake restoration, repair and replacement;

### **Fixtures**

- 7.5 That, unless the Tenant, upon notice from the Landlord, removes them, all buildings, structures or improvements constructed on the Premises by the Tenant, save and except for moveable business fixtures of the Tenant, shall, at the determination of the Sublease, become the sole property of the Landlord at no cost to the Landlord;

### **Insolvency**

- 7.6 That if
  - (a) the Term or any of the goods or chattels on the Premises are at any time seized or taken in execution or attachment by any creditor of the Tenant or under bill of sale or chattel mortgage;
  - (b) if a writ of execution issues against the goods or chattels of the Tenant;
  - (c) if the Tenant makes any assignment for the benefit of creditors;
  - (d) if the Tenant becomes insolvent or bankrupt;
  - (e) being an incorporated company or society if proceedings are begun to wind up the company or society; and
  - (f) if the Premises or any part of them becomes vacant and unoccupied for a period of thirty (30) days or is used by any other person or persons for any purpose other than permitted in this Sublease without the written consent of the Landlord;

the Term shall, at the option of the Landlord, immediately become forfeited and all rents and other amounts payable under this Agreement and the Landlord may re-enter and repossess the Premises despite any other provision of this Sublease;

### **Removal of Goods**

- 7.7 If the Tenant removes its goods and chattels from the Premises, the Landlord may follow them for 30 days;

### **Renewal**

- 7.8 That upon the expiration of the Term the parties may mutually agree to enter into a new sublease of the Premises containing agreed terms and conditions, subject to a renewal of the Head Lease, and the approval of the Council for the City of Parkville to a new sublease between the Landlord and the Tenant;

**Time**

7.9 That time shall be of the essence of this Sublease;

**Termination**

7.10 That the Landlord may, in its sole and unfettered discretion terminate this Sublease at any time and for any reason upon the provision of thirty (30) days' notice in writing to the Tenant;

7.11 That the Tenant may terminate this Sublease at any time upon the provision of six (6) months written notice;

**Notices**

7.12 That any notice required to be given under this Sublease shall be deemed to be sufficiently given:

- (a) if delivered, at the time of delivery, and
- (b) if mailed from any government post office in the Province of British Columbia by prepaid, registered mail addressed as follows:

If to the Landlord:

Regional District of Nanaimo  
6300 Hammond Bay Road  
Nanaimo, BC V9T 6N2  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

Attention: General Manager of Recreation and Parks

If to the Tenant:

Parksville Curling Club  
Box 1624  
Parksville, BC V9P 2H3  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

Attention: President

or at the address a party may from time to time designate, then the notice shall be sent by mail, deemed to have been received five business days (meaning any day that is not a Saturday, Sunday or "holiday", as defined in the *Interpretation Act*) five (5) days after the time and date of mailing, and if sent by email or fax, deemed to be received on the date and at the time of transmission. If, at the time of the mailing the notice, the delivery of mail in the Province of British Columbia has been interrupted in whole or in part by reason of a strike, slow-down, lockout or other labour dispute then the notice may only be given by actual delivery of it;



## **Net Sublease**

- 7.13 That this Sublease shall be a complete carefree net lease to the Landlord as applicable to the Premises and the Landlord shall not be responsible during the Term for any cost, charges, expenses or outlays of any nature whatsoever in respect of the Premises or its contents, or the operation of the Premises, except those mentioned in this Sublease;

## **Landlord's Insurance**

- 7.14 That in the event the cost to the Tenant of the property insurance required under section 5.9 exceeds the cost of such insurance, should it be placed and maintained by the Landlord, that by agreement of the Landlord and Tenant, the Landlord may place and maintain such property insurance for the Premises and charge the cost of that insurance to the Tenant;

## **Fitness of Premises**

- 7.15 (a) that the Landlord has made no representation or warranties as to the condition, fitness or nature of the Premises and by executing this Sublease, the Tenant releases the Landlord from any and all claims, which the Tenant now has or may in future have in that respect;
- (b) that the Tenant admits that it has inspected the Premises in their present state, that they are suitable for the Tenant's purposes, and that the Tenant shall at its sole cost be responsible for any and all repairs, improvements and upgrades necessary for the operation of the District 69 Arena by the Tenant;
- (c) that without limiting sections 7.5, 7.15(b), or section 5.17 and 5.18, the Tenant shall be solely responsible for the maintenance, repair and replacement of the equipment and fixtures listed in Schedule 'C' to this Sublease, and that all of the said equipment and fixtures, including any replacements thereof, shall be and remain the sole property of the Landlord;

## **Inspection and Access**

- 7.16 That the Landlord may:
- (a) enter the Premises at any time during the Landlord's regular business hours, and at any other time on providing 24 hours notice to the Tenant, for the purpose of inspecting the Premises and determining whether the Tenant is in compliance with its obligations under this Sublease; and
- (b) permit the City of Parksville to, at any time, enter and to have its authorized agents, employees, and contractors enter the Premises for the purpose of inspection, making repairs, alterations, and improvements to the Premises in general or to make improvements as outlined in the City of Parksville 2017-2037 Community Park Master Plan or to have access to utilities and services, and the Tenant shall provide free and unimpeded access for the purpose, and shall not be entitled to compensation for any inconvenience, nuisance, or discomfort caused thereby.

### **Paramountcy of Head Lease**

- 7.17 That to the extent any right or benefit conferred by this Sublease contravenes or is incompatible with the Head Lease, such right or benefit will be amended or modified so as not to contravene or be incompatible with the Head Lease;

### **Binding Effect**

- 7.18 That this Sublease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors, administrators and permitted assignees;

### **Amendment**

- 7.19 That the parties hereto may by agreement amend the terms of this Sublease, such amendment to be evidenced in writing and executed by both parties;

### **Law Applicable**

- 7.20 That this Sublease shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia;

### **Relationship of the Parties**

- 7.21 No provision of this lease shall be construed to create a partnership or joint venture relationship, an employer-employee relationship, or a principal-agent relationship between the parties;

### **Interpretation**

- 7.22 That this Sublease's recitals and schedules form part of this Sublease;
- 7.23 That when the singular or neuter are used in this Sublease they include the plural or the feminine or the masculine or the body politic or corporate where the context or the parties require;
- 7.24 All provisions of this Sublease are to be construed as covenants and agreements as though the words importing covenants and agreements were used in each separate paragraph;
- 7.25 That the headings to the clauses in this Sublease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Sublease or provision of it.

**IN WITNESS** the parties have signed and sealed this revised Sublease on the \_\_\_\_day of \_\_\_\_\_, 2018.

**Regional District of Nanaimo** by its authorized )  
signatories )  
)  
)  
\_\_\_\_\_)  
Name: )  
)  
)  
\_\_\_\_\_)  
Name: )  
)

**The Parksville Curling Club Society** by its )  
authorized signatories )  
)  
\_\_\_\_\_)  
Name: )  
)  
)  
\_\_\_\_\_)  
Name: )  
)

**SCHEDULE 'A'**

PID

That part of the remainder of Parcel "B" (DD34903-I) of District Lot 13, Nanoose District, as shown outlined on the reference plan annexed hereto as Schedule "B" and prepared by N. Roger Parry, B.C.L.S., dated the 2nd day of December, 1997, and marked "Lease Area A".

SCHEDULE 'B'

REFERENCE PLAN TO ACCOMPANY LEASE OF PART OF THE REMAINDER OF PARCEL B (DD 349031) OF DISTRICT LOT 13, NANOOSE DISTRICT.

PLAN VIP 67307

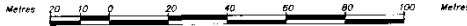
Deposited in the Land Title Office at Victoria, B.C., this 9 day of June, 1998

Registrar

This plan lies within the Regional District of Nanaimo.

EM 53783 R

B.C.G.S. 92F.039 Scale = 1:1000

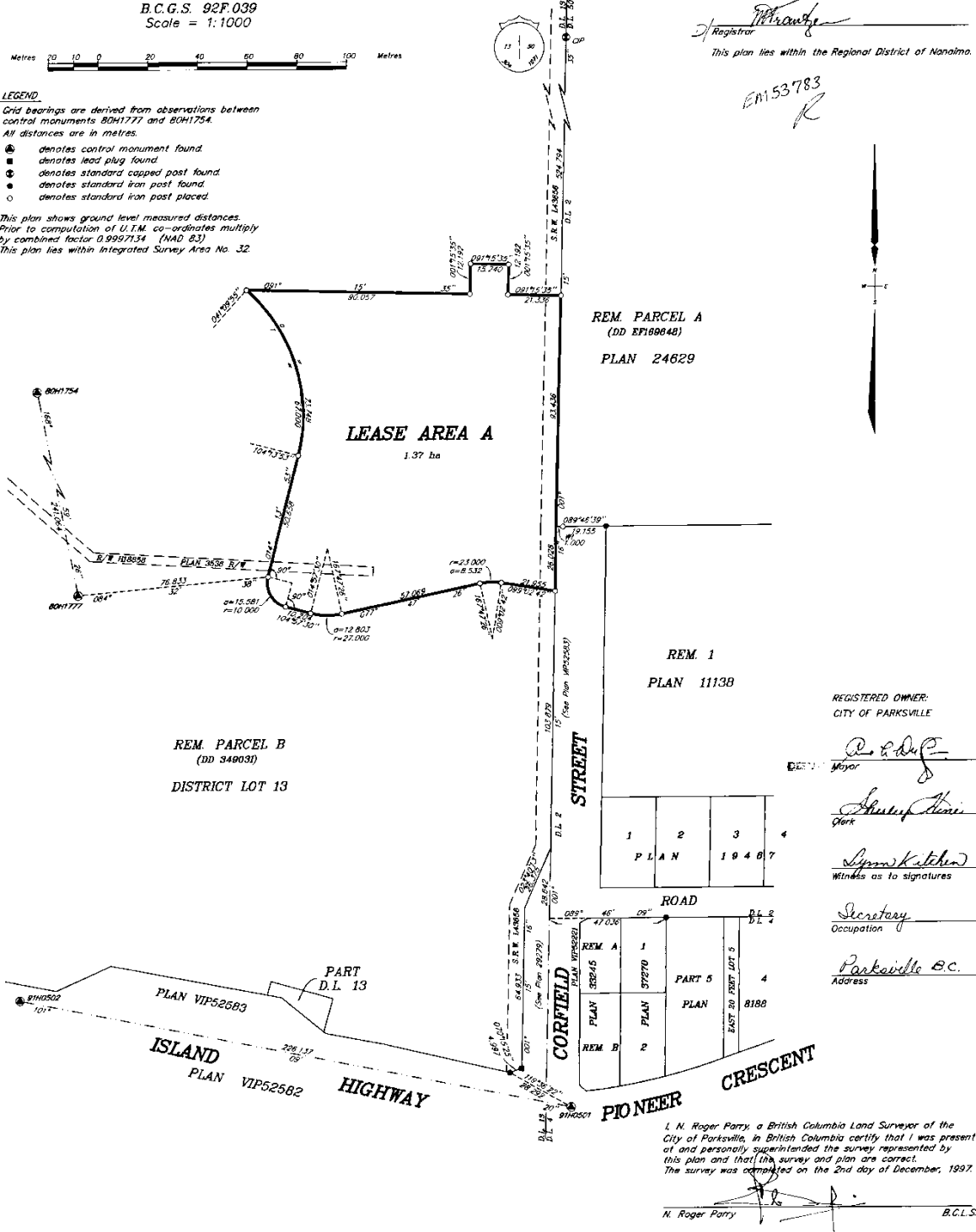


LEGEND

Grid bearings are derived from observations between control monuments 80H1777 and 80H1754. All distances are in metres.

- Control monument found
Lead plug found
Standard capped post found
Standard iron post found
Standard iron post placed

This plan shows ground level measured distances. Prior to computation of U.T.M. co-ordinates multiply by combined factor 0.999734 (NAD 83). This plan lies within Integrated Survey Area No. 32.



REM. PARCEL A (DD EPI80048) PLAN 24629

LEASE AREA A 1.37 ha

REM. PARCEL B (DD 349031) DISTRICT LOT 13

REM. 1 PLAN 11138

REGISTERED OWNER: CITY OF PARKVILLE

MAYOR

CLERK

Witness as to signatures

Secretary Occupation

Parkville B.C. Address

Table with 4 columns and 1 row: PLAN 19487

Table with 4 columns and 1 row: ROAD

Table with 4 columns and 1 row: REM. A 1 PLAN 37270

Table with 4 columns and 1 row: REM. B 2 PLAN 8188

I, N. Roger Parry, a British Columbia Land Surveyor of the City of Parkville, in British Columbia certify that I was present at and personally superintended the survey represented by this plan and that the survey and plan are correct. The survey was completed on the 2nd day of December, 1997.

N. Roger Parry B.C.L.S.

## **SCHEDULE 'C'**

**District 69 Arena  
193 East Island Highway  
Parksville, B.C**

**Equipment to remain at the facility and be included for use under the terms and conditions of the facility lease arrangement with the Parksville Curling Club Society:**

### **Refrigeration**

1. Compressors and system components
2. Chiller
3. Condenser
4. Dehumidifiers
5. Operational control systems (does not include personal safety equipment)

### **Building Equipment**

1. Domestic and operational water system
2. Roof top furnaces and controls
3. All air handling systems and controls
4. Fire control systems
5. Fire suppression equipment
6. Electrical control panels
7. Washroom sink and toilets (paper dispensers are on loan from supplier, Acme Supplies and may be removed at the supplier's discretion)

### **Lighting fixtures**

1. All fixed lighting throughout the building.
2. All fixed exterior lighting

### **Alarm System**

1. Key pads and motion detectors (decommissioned)

### **Concession**

1. Hand Sink and grease trap
2. Exhaust fan
3. Food preparation and storage equipment
  - a. Popcorn Maker
  - b. Self-contained Fryer
  - c. Nacho Warmer
  - d. Hot Dog Machine
  - e. Freezer
  - f. Fridge

### **Mill Work**

1. All affixed millwork will remain in the washrooms, staff room and front office.

**SCHEDULE "D"**

**HEAD LEASE**







**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1655.07**

**A BYLAW TO AMEND THE FEES AND CHARGES FOR  
REGIONAL DISTRICT OF NANAIMO WATER SERVICES**

WHEREAS The Board of the Regional District of Nanaimo adopted “Regional District of Nanaimo Water Services Fees & Charges Bylaw No. 1655, 2012” which established fees and charges for water services;

AND WHEREAS the Board of the Regional District of Nanaimo wishes to amend the fees and charges;

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

**1. Citation**

This bylaw may be cited for all purposes as the “Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018”.

**2. Amendments**

“Regional District of Nanaimo Water Services Fees & Charges Bylaw No. 1655, 2012” is amended as follows:

- a) By deleting Schedule ‘A’ of Bylaw No. 1655 and replacing it with the Schedule ‘A’ attached to and forming part of this bylaw.

**3. Effective Date**

The effective date of this Bylaw is May 1, 2018.

Introduced and read three times this      day of      , 2018.

Adopted this      day of      , 2018.

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CHAIR

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CORPORATE OFFICER

Schedule 'A' to accompany "Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018".

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Chair

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Corporate Officer

## **SCHEDULE 'A'**

### **WATER RATES**

1. (a) Calculated on the average daily consumption per unit:
  - i) For the first 0.7 cubic meters per day, \$1.04 per cubic meter.
  - ii) From 0.71 to 1.4 cubic meters per day, \$1.18 per cubic meter.
  - iii) From 1.41 to 2.1 cubic meters per day, \$1.52 per cubic meter.
  - iv) From 2.11 to 2.8 cubic meters per day, \$1.79 per cubic meter.
  - v) From 2.81 to 3.5 cubic meters per day, \$2.40 per cubic meter.
  - vi) Over 3.50 cubic meters per day, \$3.60 per cubic meter.
- (b) Minimum rate is \$0.34 per day.
- (c) Un-metered connections - \$3.06 per day.
- (d) Schools – As per (a) above plus \$80.00 per billing period.
- (e) Un-metered fire lines, \$65.00 per billing period.