

**REGIONAL DISTRICT OF NANAIMO
REGULAR BOARD MEETING
AGENDA**

Tuesday, March 27, 2018

7:00 P.M. (Immediately following the Nanaimo Regional Hospital District Board Meeting)

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 Board Meeting - February 27, 2018** 11

(All Directors - One Vote)

That the minutes of the Regular Board meeting held February 27, 2018, be adopted.
- 4. DELEGATIONS - AGENDA ITEMS**
- 5. CORRESPONDENCE**

(All Directors - One Vote)

That the following correspondence be received for information:

 - 5.1 Owners of Strata Plan - VIS 5160, re Development Variance Permit Application No. PL2018-015 - 2668 East Side Road, Electoral Area 'H'** 21
- 6. UNFINISHED BUSINESS**
- 7. COMMITTEE MINUTES**

(All Directors - One Vote)

That the following minutes be received for information:

 - 7.1 Electoral Area Services Committee - March 13, 2018** 26
 - 7.2 Committee of the Whole - March 13, 2018** 31

7.3	Executive Committee - February 27, 2018	38
7.4	District 69 Community Justice Select Committee - February 15, 2018	40
7.5	Northern Community Economic Development Select Committee - February 15, 2018	42
8.	COMMITTEE RECOMMENDATIONS	
8.1	Electoral Area Services Committee	
8.1.1	Bonnington - Coventry Trail <i>Please note: Committee recommendation has no accompanying staff report</i> (All Directors - One Vote) That staff provide a preliminary 'high level' report on the costs and process involved with tree removal and stair construction in the park land corridor between Bonnington Drive and Coventry Place.	44
8.1.2	Brickyard Community Park – Conceptual Planning and Neighbourhood Meeting (All Directors - One Vote) That the Regional District of Nanaimo not move forward with the provision of toilets or off road parking at Brickyard Community Park at this time.	48
8.1.3	Stone Lake Drive Community Park - Natural Playground Project Planning (All Directors - One Vote) That a community focus group be set up to facilitate the design of the playground at Stone Lake Drive Community Park.	53
8.1.4	Jack Bagley Community Park <i>Please note: Committee recommendation has no accompanying staff report</i> (All Directors - One Vote) That a preliminary investigation be conducted of Jack Bagley Community Park for the potential siting of a tennis/pickle ball hard-surface court.	
8.1.5	Development Variance Permit Application No. PL2018-010 - 1646 Brunt Road, Electoral Area 'E' Delegations Wishing to Speak to Development Variance Permit Application No. PL2018-010 - 1646 Brunt Road, Electoral Area 'E' (Electoral Area Directors, except EA 'B' - One Vote)	56

That the Board approve Development Variance Permit No. PL2018-010 to increase the maximum height allowance of an accessory building from 6.0 m to 6.85 m subject to the conditions outlined in Attachments 2 to 4.

8.1.6 Development Variance Permit Application No. PL2018-015 - 2668 East Side Road, Electoral Area 'H' 63

Delegations Wishing to Speak to Development Variance Permit Application No. PL2018-015 - 2668 East Side Road, Electoral Area 'H'

(Electoral Area Directors, except EA 'B' - One Vote)

That the Board approve Development Variance Permit No. PL2018-015 to increase the maximum allowable floor area for one accessory building, to reduce the allowable floor area for two accessory buildings and to vary the setbacks of two interior side lot lines for the siting of an accessory building subject to the terms and conditions outlined in Attachments 2 to 4.

8.1.7 Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 72

Please note: A grammatical error was corrected in the bylaws

(All Directors - One Vote)

1. That the Board receive the Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 report for information.

(Electoral Area Directors, except EA 'B' - One Vote - Must be taken separately)

2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be introduced and read two times.

3. That the Public Hearing on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be chaired by Chairperson Veenhof or his alternate.

4. That the “Regional District of Nanaimo Electoral Area 'F' Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be introduced and read two times.

5. That the Public Hearing on “Regional District of Nanaimo Electoral Area 'F' Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be chaired by Director Fell or his alternate.

6. That the use of a permitting system for gathering for an event in the Agricultural Land Reserve be investigated.

8.1.8 Non-medical Cannabis Retail Licence and Cannabis Production Related Planning Fees 93

(Electoral Area Directors, except EA 'B' - Weighted Vote)

1. That "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" be introduced and read three times.

(Electoral Area Directors, except EA 'B' - 2/3 Weighted Vote)

2. That "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" be adopted.

8.1.9 Reception Centre License of Use Agreement Renewals 112

Please note: Minor corrections have been made to the agreements

(All Directors - Weighted Vote)

That the Regional District of Nanaimo renew agreements for Emergency Reception Centre License of Use Agreements for a five year term commencing April 1, 2018 and ending March 31, 2023, with:

- a. the Cedar Community Association
- b. the Cranberry Fire Protection District
- c. the Gabriola Senior Citizens Association
- d. the Nanoose Bay Activity & Recreation Society
- e. the Arrowsmith Agricultural Association
- f. the Lighthouse Community Centre Society; and
- g. the Bowser and District Branch (211) of the Royal Canadian Legion.

8.1.10 Cranberry Fire Service Agreement 150

Please note: The original recommendation was varied by the Committee to include the term

(All Directors - Weighted Vote)

That the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area 'A', for a term ending March 31, 2020 with two additional one year terms upon the mutual agreement of both parties, ending on March 31, 2022.

8.2 Committee of the Whole

8.2.1 Ravensong Aquatic Club, re Reduction in Lane Fees 167

Please note: Committee recommendation has no accompanying staff report

(Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - One Vote)

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.

8.2.2 District 69 Youth Recreation Grants

Please note: Committee recommendation has no accompanying staff report

(Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)

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

8.2.3 District 69 Community Recreation Grants

Please note: Committee recommendation has no accompanying staff report

(Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)

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

- 8.2.4 J. Waite, Oceanside Track and Field, re Ballenas Track Upgrade** 168
Please note: Committee recommendation has no accompanying staff report
- (Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)
- 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.
- 8.2.5 District 69 Recreation Commission Bylaw Updates**
Please note: Committee recommendation has no accompanying staff report
- (Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)
- 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.
- 8.2.6 Contract Award – Coastal Floodplain Mapping Project – Phase 1** 169
- (All Directors - Weighted Vote)
- That the contract for developing coastal floodplain mapping be awarded to Ebbwater Consulting and Cascadia Coast Research Ltd. in the amount of \$202,000.
- 8.2.7 Lease Agreements for District 69 Arena** 174
- (All Directors - Weighted Vote)
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.
- (Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)
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.
- 8.2.8 Bylaw No. 1655.07 – Water User Rate Amendments 2018** 205
- (Electoral Areas 'A', 'E', 'F', 'G' - Weighted Vote)

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

(Electoral Areas 'A', 'E', 'F', 'G' - 2/3 Weighted Vote)

2. That "Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018" be adopted.

8.2.9 North Cedar Improvement District – Grant Application – Electoral Area 'A' Community Works Fund
Please note: Committee recommendation came from Business Arising from Communications

209

(All Directors - Weighted Vote)

It was moved and seconded that pending approval from the Union of BC Municipalities, the Board enter into an agreement with the North Cedar Improvement District for up to \$1.13 million of the Electoral Area 'A' Community Works Fund allocation as a contribution towards the cost of building of a new reservoir and for water main construction.

8.2.10 Directors' Remuneration Policy
Please note: Committee recommendation has no accompanying staff report

(All Directors - One Vote)

That the Board amend "Regional District of Nanaimo Board Remuneration, Expenses and Benefits Bylaw No. 1770, 2017" to authorize mileage payment for a Director attending a Standing or Select Committee meeting of which the Director is not a member.

8.2.11 District 69 Marine Search and Rescue Service Tax Requisition
Please note: Committee recommendation has no accompanying staff report

(All Directors - One Vote)

That staff be directed to increase the District 69 Marine Search and Rescue Service tax requisition to \$7,600 and to increase the transfer to the Lighthouse Country Marine Rescue Society by a corresponding amount.

8.2.12 Gabriola Island Recreation Commission Tax Requisition
Please note: Committee recommendation has no accompanying staff report

(All Directors - One Vote)

That staff be directed to increase the Gabriola Island Recreation Commission tax requisition from \$118,690 to \$123,690, an increase of \$5,000, to be transferred to Gabriola Arts Council to be used as matching funding which is a requirement of eligibility for any funding from the British Columbia Arts Council.

8.2.13 Speculation Tax

Please note: Committee recommendation has no accompanying staff report

(All Directors - One Vote)

1. That the Board send a resolution to the Association of Vancouver Island and Coastal Communities and Union of BC Municipalities regarding the Speculation Tax that is proposed in the 2018 BC Provincial budget.

WHEREAS the Province has proposed to implement a Speculation Tax to address housing affordability in selected Regional Districts and municipalities in British Columbia;

AND WHEREAS this tax has been identified by stakeholder groups and targeted local governments as having negative impacts where it is proposed, including creating an unequal playing field for real estate development and property investment between jurisdictions targeted by the Tax and those that are not;

THEREFORE BE IT RESOLVED that the Association of Vancouver Island and Coastal Communities request that the Provincial Minister of Finance not implement the proposed Speculation Tax.

2. That the Board:

- a. support the contents of the Chair's briefing on the Speculation Tax;
- b. recommend that the Speculation Tax be removed completely; and
- c. resolve, that if the Chair is invited to meet with the Minister of Finance, the Chair extend the invitation to the mayors of the member municipalities.

8.3 District 69 Community Justice Select Committee

8.3.1 Oceanside Policing

216

Please note: The original recommendation was varied by the Committee

(Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)

That staff report back to the D69 Community Justice Select Committee regarding options to decrease the Police to Population ratio in the rural areas for both traffic and crime prevention.

8.4 Northern Community Economic Development Select Committee

8.4.1 Northern Community Economic Development Program

220

Please note: The original recommendation was varied by the Committee (Items 2 - 6 added)

(Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', 'H' - Weighted Vote)

1. That the Northern Community Economic Development Program continue.
2. That the Northern Community Economic Development Program funding request of a maximum of \$5,000 be removed.
3. That staff evaluate all Northern Community Economic Development Program applications and that all the applications be presented to the committee.
4. That the Northern Community Economic Development Select Committee hold two funding intakes per year.
5. That the applicants must align their proposed project to an economic benefit in the community.
6. That staff develop reporting criteria and that the grant recipient report back to the committee before being allowed to apply for further funding with the Northern Community Economic Development Program.

9. REPORTS

- 9.1 Amendment Bylaw 500.415, 2018 – Adoption Report** 251
(Electoral Area Directors, except EA 'B' - One Vote)
That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.415, 2018” be adopted.
- 9.2 Zoning Amendment Application No. PL2017-060 - 2347 & 2419 Cedar Road, Electoral Area 'A' - Amendment Bylaw No. 500.412, 2018 – Adoption** 257
(Electoral Area Directors, except EA 'B' - One Vote)
That the Board adopt “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”.
- 9.3 2018 to 2022 Financial Plan Revised Bylaw No. 1771** 261
(All Directors - Weighted Vote - Must be taken separately)
1. That third reading of “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be rescinded.
 2. That “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be amended to replace Schedule A as shown on Attachment 1.
 3. That “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be read a third time as amended and as outlined in Attachment 1.
- (All Directors - 2/3 Weighted Vote)
4. That “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be adopted.

(All Directors - One Vote - Must be taken separately)

5. That "Drinking Water and Watershed Protection Service Amendment Bylaw No. 1556.03, 2018" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

6. That "Southern Community Economic Development Service Amendment Bylaw No. 1648.01, 2018" be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

10. BYLAWS - WITH NO ACCOMPANYING REPORT

10.1 Regional District of Nanaimo Board Remuneration, Expenses and Benefits Amendment Bylaw No. 1770.01, 2018

281

(All Directors - One Vote)

1. That "Regional District of Nanaimo Board Remuneration, Expenses and Benefits Amendment Bylaw No. 1770.01, 2018" be introduced and read three times.

(All Directors - One Vote / 2/3)

2. That "Regional District of Nanaimo Board Remuneration, Expenses and Benefits Amendment Bylaw No. 1770.01, 2018" be adopted.

11. BUSINESS ARISING FROM DELEGATIONS

12. MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

12.1 Regional District of Nanaimo Name Change

Director Westbroek withdrew the notice of motion he provided at the February 27, 2018 Regular Board meeting.

13. NEW BUSINESS

14. IN CAMERA

That pursuant to Sections 90 (1) (c), (i) and (j) of the *Community Charter* the Board proceed to an In Camera meeting for discussions related to labour relations or other employee relations, solicitor-client privilege and third party business interests.

15. ADJOURNMENT

**REGIONAL DISTRICT OF NANAIMO
MINUTES OF THE REGULAR BOARD MEETING**

**Tuesday, February 27, 2018
7:00 P.M.
RDN Board Chambers**

In Attendance:	Director I. Thorpe	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
	Alternate	
	Director J. McLean	Electoral Area F
	Director J. Stanhope	Electoral Area G
	Director B. McKay	City of Nanaimo
	Alternate	
	Director S. Armstrong	City of Nanaimo
	Director G. Fuller	City of Nanaimo
	Director J. Hong	City of Nanaimo
	Director J. Kipp	City of Nanaimo
	Director B. Yoachim	City of Nanaimo
	Director M. Lefebvre	City of Parksville
	Director K. Oates	City of Parksville
	Director B. Colclough	District of Lantzville
	Director T. Westbroek	Town of Qualicum Beach
Regrets:	Director W. Veenhof	Electoral Area H
	Director J. Fell	Electoral Area F
	Director B. Bestwick	City of Nanaimo
	Director D. Brennan	City of Nanaimo
Also in Attendance:	P. Carlyle	Chief Administrative Officer
	R. Alexander	Gen. Mgr. Regional & Community Utilities
	G. Garbutt	Gen. Mgr. Strategic & Community Development
	W. Idema	A/ Gen. Mgr. Corporate Services
	T. Osborne	Gen. Mgr. Recreation & Parks
	D. Pearce	Director of Transportation & Emergency Services
	J. Hill	Mgr. Administrative Services
	J. Holm	Mgr. Current Planning
	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 Alternate Directors Armstrong and McLean to the meeting.

APPROVAL OF THE AGENDA

18-046

It was moved and seconded that the agenda be approved as amended to include items of correspondence on the addendum.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

18-047

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

Special Board Meeting - February 13, 2018

Regular Board Meeting - January 23, 2018

CARRIED UNANIMOUSLY

CORRESPONDENCE

18-048

It was moved and seconded that the following items of correspondence be received:

Elaine and Harry Miller re Development Permit with Variance Application No. PL2017-178 - 2484 Alberni Highway, Electoral Area 'F'

Sharon Cox-Gustavson and Barry Gustavson re Development Permit with Variance Application No. PL2017-178 - 2484 Alberni Highway, Electoral Area 'F'

Pat Gillespie re Development Permit with Variance Application No. PL2017-178 - 2484 Alberni Highway, Electoral Area 'F'

Nathen Greene re Development Permit with Variance Application No. PL2017-178 - 2484 Alberni Highway, Electoral Area 'F'

CARRIED UNANIMOUSLY

COMMITTEE MINUTES

18-049

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

Electoral Area Services Committee - February 13, 2018

Committee of the Whole - February 13, 2018

Solid Waste Management Select Committee - February 6, 2018

Regional Parks and Trails Select Committee - January 30, 2018

Transit Select Committee - January 25, 2018

CARRIED UNANIMOUSLY

COMMITTEE RECOMMENDATIONS

Electoral Area Services Committee

Development Permit with Variance Application No. PL2018-009 - 343 and 349 Grovehill Road, Electoral Area 'H'

18-050

It was moved and seconded that the Board approve Development Permit with Variance No. PL2018-009 to permit a parcel depth variance and a request to relax the 10% perimeter frontage requirements for proposed lots A and B in conjunction with a Section 514 Subdivision to Provide Residence for a Relative be approved subject to the terms and conditions outlined in Attachments 2 to 5.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2018-020 - Request for Relaxation of the Minimum 10% Perimeter Frontage Requirement In Relation to Subdivision Application No. PL2017-043 - 3100 and 3106 Jameson Road, Electoral Area 'C'

Lorne Steed asked for clarification on what is included in Notices that the Regional District of Nanaimo sends to residents regarding Development Permit with Variance Applications and spoke in opposition of the relaxation of the minimum 10% perimeter frontage requirement.

18-051

It was moved and seconded that the Board approve the request to relax the minimum 10% perimeter frontage requirements for Lots 4, 5, 6, 7, 8 and the remainder in relation to Subdivision Application PL2017-043, subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

18-052

It was moved and seconded that the Board approve Development Permit with Variance No. PL2018-020 to increase the permitted parcel depth of Lots 5, 7, and 8 subject to the terms and conditions outlined in Attachments 2 to 3.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2017-150 - 2130 and 2140 Schoolhouse Road, Electoral Area 'A'

18-053

It was moved and seconded that the Board approve Development Permit with Variance No. PL2017-150 to permit the construction of an industrial building, installation of signage, and the placement of fill subject to the terms and conditions outlined in Attachments 2 to 8.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2017-177 - Minimum 10% Perimeter Frontage Requirement Relaxation in Relation to Subdivision Application No. PL2016-037 - 2483 Pirart Road and 2649 Munro Road, Electoral Area 'C'

18-054

It was moved and seconded that the Board approve the request to relax the 10% perimeter frontage requirements for proposed lots 4, 11, 12, and 15 in relation to Subdivision Application PL2016-037 subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

18-055

It was moved and seconded that the Board approve Development Permit with Variance No. PL2017-177 to increase the permitted parcel depth of lots 1 and 2 subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

Development Permit with Variance Application No. PL2017-178 - 2484 Alberni Highway, Electoral Area 'F'

Elaine Miller spoke in opposition of the application

Nathen Greene spoke in opposition of the application

Renee Orr spoke in opposition of the application

18-056

It was moved and seconded that the Board approve Development Permit with Variance No. PL2017-178 to permit the development of a gasoline service station, stormwater management system, and associated parking and landscaped areas subject to the terms and conditions outlined in Attachments 2 to 6.

Opposed (4): Director McPherson, Director Young, Director Rogers, and Director Stanhope

DEFEATED

Temporary Use Permit Application No. PL2017-186 - 925 Fairdowne Road and 1240 Valley Road, Electoral Area 'F'

18-057

It was moved and seconded that the Board approve Temporary Use Permit No. PL2017-186 to allow a film and recording studio on the subject properties subject to the terms and conditions outlined in Attachments 2 and 3.

CARRIED UNANIMOUSLY

Development Permit and Temporary Use Permit Areas Standardization Project

18-058

It was moved and seconded that the "Development Permit and Temporary Use Permit Areas Standardization" project including associated amendments to official community plans and zoning bylaws be initiated.

CARRIED UNANIMOUSLY

18-059

It was moved and seconded that the Terms of Reference, including the Consultation Plan for the "Development Permit and Temporary Use Permit Areas Standardization" project be endorsed.

CARRIED UNANIMOUSLY

18-060

It was moved and seconded that the timeline for third reading and adoption of the bylaw be brought forward to the October 2018 Regular Board meeting.

CARRIED UNANIMOUSLY

Signage Strategy for Community Parks and Trails

18-061

It was moved and seconded that the Signage Strategy for Community Parks and Trails be received and approved pending final review from the Parks and Open Space Advisory Committees.

CARRIED UNANIMOUSLY

Public Notification for Planning Notices

18-062

It was moved and seconded that staff provide a report indicating consideration of providing public notification for a greater area than it is currently provided.

CARRIED UNANIMOUSLY

Committee of the Whole

2018 - 2022 Financial Plan Overview

18-063

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.

CARRIED UNANIMOUSLY

Regional Growth Strategy - Consideration of Review

18-064

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

18-065

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

CARRIED UNANIMOUSLY

18-066

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

18-067

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

18-068

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

Renewal of Koers Engineering Consultancy Agreement

18-069

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

Solid Waste Management Select Committee

Replacement Landfill Compactor

18-070

It was moved and seconded that the Board approve the purchase of a used heavy equipment compactor for an amount not to exceed the insurance pay out value for the fire damage unit of \$620,467.

CARRIED UNANIMOUSLY

Metro Vancouver Commercial Waste Hauler Licencing Bylaw

18-071

It was moved and seconded that the Board send a letter to the Minister of Environment and Climate Change Strategy endorsing Metro Vancouver's Greater Vancouver Sewerage and Drainage District Commercial Waste Hauler Licencing Bylaw 307, 2017.

Opposed (5): Director Young, Director Fuller, Director Hong, Director Kipp, and Director Yoachim

CARRIED

Regional Parks and Trails Select Committee

Beachcomber Regional Park Management Plan

18-072

It was moved and seconded that the Beachcomber Regional Park Management Plan 2018 – 2028 be approved.

CARRIED UNANIMOUSLY

Transit Select Committee

Compressed Natural Gas Bus Exterior Advertising Update

18-073

It was moved and seconded that BC Transit be advised the Regional District of Nanaimo is permitting exterior bus advertising on the Conventional Transit fleet effective immediately.

Opposed (3): Director McPherson, Director McKay, and Director Westbroek

CARRIED

REPORTS

Amendment Bylaw 1285.31, 2018 – Third Reading & Amendment Bylaw 500.415, 2018 – Third Reading

18-074

It was moved and seconded that the Board receive the report of the Public Hearing held on February 6, 2018 for “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.31, 2018”.

Opposed (1): Director McLean

CARRIED

18-075

It was moved and seconded that the Board give third reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.415, 2018”.

Opposed (1): Director McLean

CARRIED

Zoning Amendment Application No. PL2017-060 - 2347 & 2419 Cedar Road, Electoral Area ‘A’ - Amendment Bylaw 500.412, 2018 – Third Reading

18-076

It was moved and seconded that the Board give third reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”.

CARRIED UNANIMOUSLY

Zoning Amendment Application No. PL2017-093 - 3097 Landmark Crescent, Electoral Area ‘C’ - Amendment Bylaw 500.414, 2018 – Third Reading

18-077

It was moved and seconded that the Board give third reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.414, 2018”.

CARRIED UNANIMOUSLY

Regional District of Nanaimo 2018 to 2022 Financial Plan - Bylaw No. 1771

18-078

It was moved and seconded that “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be introduced and read three times.

CARRIED UNANIMOUSLY

NEW BUSINESS

Notice of Motion - Regional District of Nanaimo Name Change

Director Westbroek noted that the following motion will be brought forward to the March 27, 2018 Board agenda:

That staff be directed to develop a process by which the Board can change the name of the Regional District of Nanaimo.

IN CAMERA

18-079

It was moved and seconded that pursuant to Sections 90 (1) (e), (i), (j) and Section 90 (2) (d) of the *Community Charter* the Board proceed to an In Camera meeting for discussions related to land or improvements, solicitor-client privilege, third party business interests, and a matter that, under another enactment, is such that the public must be excluded from the meeting.

CARRIED UNANIMOUSLY

TIME: 8:36 PM

ADJOURNMENT

It was moved and seconded that this meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 9:00 PM

CHAIR

CORPORATE OFFICER

Owners of Strata Plan – VIS 5160

c/o Horne Lake Recreation Management Ltd.

719 Newcastle Ave.,

Parksville, B.C. V9P 1G1

250-951-0877 Fax: 250-951-0878

March 20, 2018

Board of Directors,
Regional District of Nanaimo,
6300 Hammond Bay Road,
Nanaimo, B.C.
V9T 6N2

Dear Mr. Chairman and Board of Directors

RE: Notice of Development Variance Permit Application No. PL2018-015
2668 East Side Road, Electoral Area "H"

The Strata Council, Owners Strata Plan VIS 5160 reviewed this application and do not have any objections to this Development Variance Permit application to:

1. Increase the maximum floor area for one accessory building from 10.0 m² to 18.2 m², and to decrease the maximum floor are for a second accessory building from 6.0 m² to 0.0 m².
2. Decrease the maximum floor area for an accessory water storage structure from 6.0 m² to 0.0 m².
3. Reduce the setback from the interior side lot line to the north from 1.5 metres to 1.15 metre.
4. Reduce the setback from the interior side lot line to the east from 1.5 metres to .62 metres.

Yours truly,
Owners Strata Plan VIS 5160



Per: Murray Hamilton
Strata Property Manager

The Board of the Regional District of Nanaimo (RDN) at its regular meeting to be held **Tuesday, March 27, 2018 at 7:00 pm** in the Board Chambers of the RDN administration offices, located at 6300 Hammond Bay Road, Nanaimo, BC, intends to consider the issuance of a **development variance permit** for the parcel located at **2668 East Side Road in Electoral Area 'H'**, legally described as Strata Lot 275 District Lot 251 Alberni District Strata Plan VIS5160 Together With an Interest in the Common Property in Proportion to the Unit Entitlement of the Strata Lot as Shown on Form V (see Attachment 1 for location map).

If approved, this development variance permit will vary the following sections of the "Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987:

Bylaw No. 500, 1987 Variances

With respect to the lands, "Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987" is varied as follows:

- **Section 3.4.107(c)(iii) – Floor Area** to increase the maximum floor area for one accessory building from 10.0 m² to 18.2 m²; and, to decrease the maximum floor area for a second accessory building from 6.0 m² to 0.0 m².
- **Section 3.4.107(c)(iv) – Floor Area** to decrease the maximum floor area for an accessory water storage structure from 6.0 m² to 0.0 m².
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the north from 1.5 metres from to 1.15 metres.
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the east from 1.5 metres from to 0.62 metres.

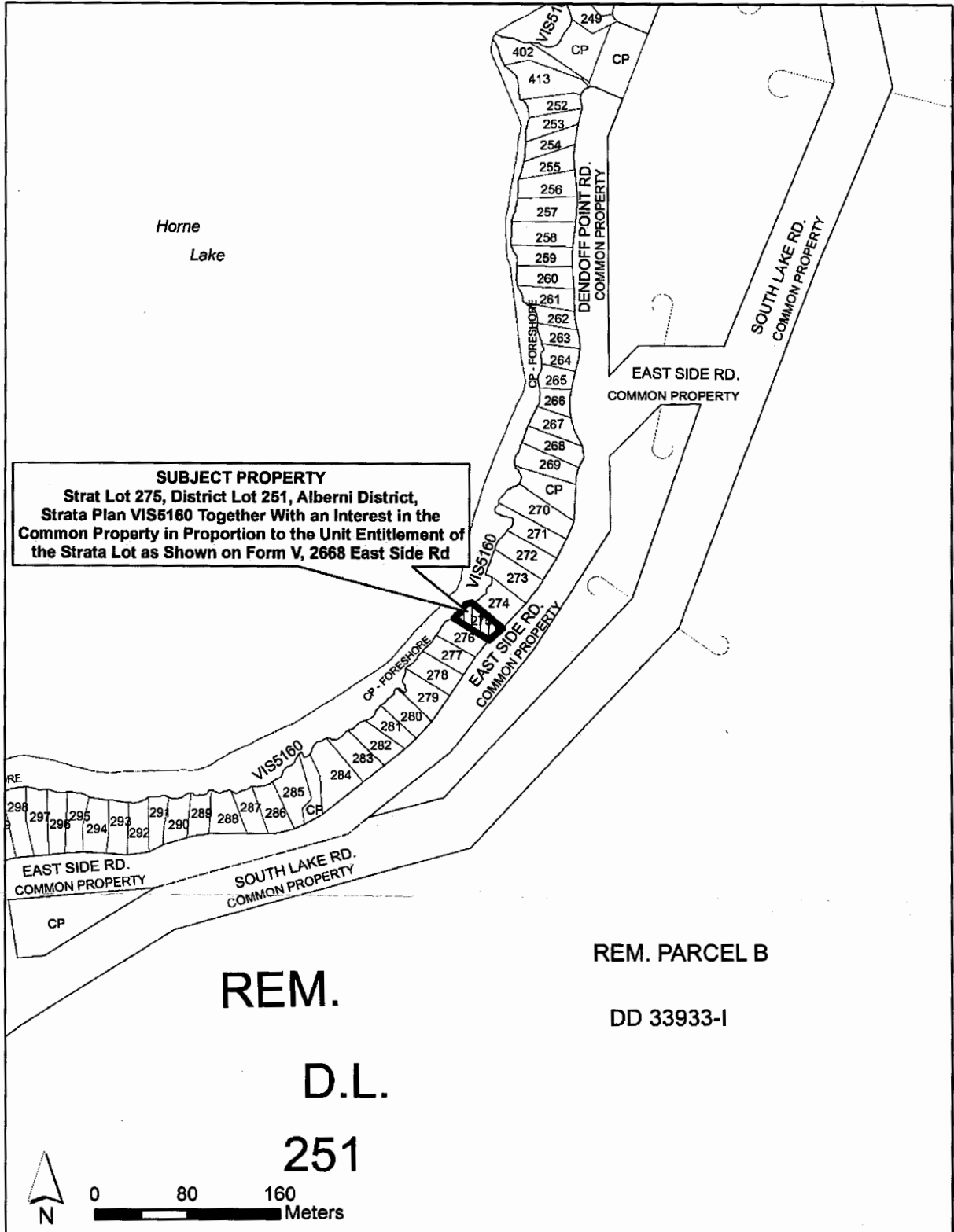
Anyone wishing to address this matter will be afforded an opportunity to be heard at the Board meeting. Written submissions must be received at the RDN office by **4:30 pm, Monday, March 26, 2018** to ensure their inclusion in the public record. Following the Board meeting there will be no further opportunity to comment on this application.

This development variance permit application may be viewed at the offices of the RDN located at 6300 Hammond Bay Road, Nanaimo, BC, Monday to Friday (except public holidays) 8:30 am to 4:30 pm, with extended business hours until 5:30 pm on Wednesdays, from the date of this notice to the date of the Board meeting.

**Strategic and Community Development
Planning Department**

6300 Hammond Bay Road, Nanaimo BC V9T 6N2
250-390-6510 or Toll Free in BC 1-877-607-4111; planning@rdn.bc.ca

**Attachment 1
Location of Subject Property**

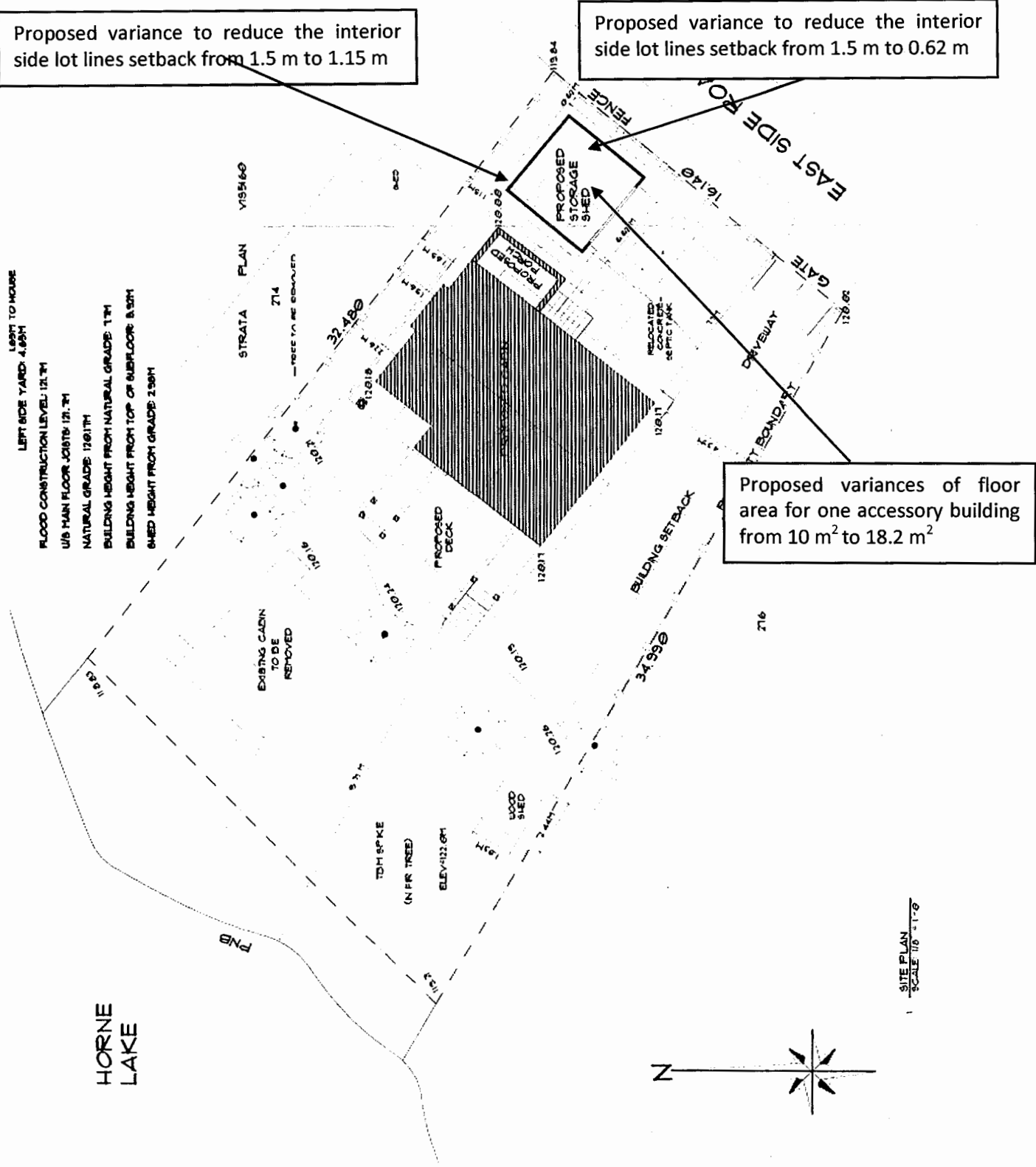


**Attachment 2
Proposed Site Plan and Variances**

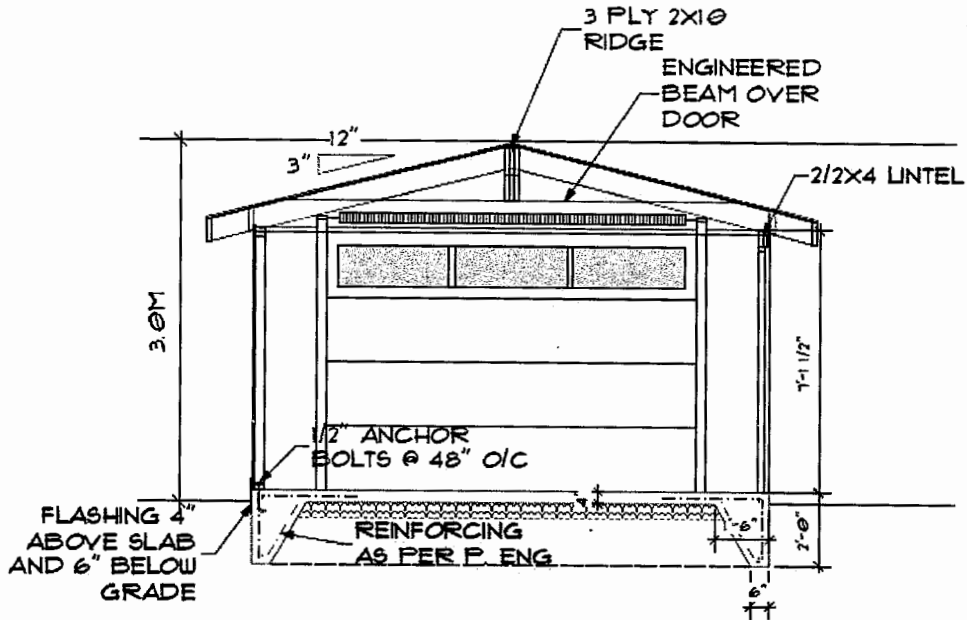
Proposed variance to reduce the interior side lot lines setback from 1.5 m to 1.15 m

Proposed variance to reduce the interior side lot lines setback from 1.5 m to 0.62 m

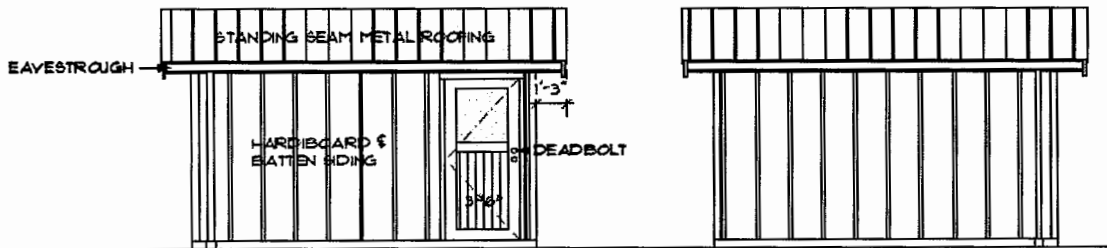
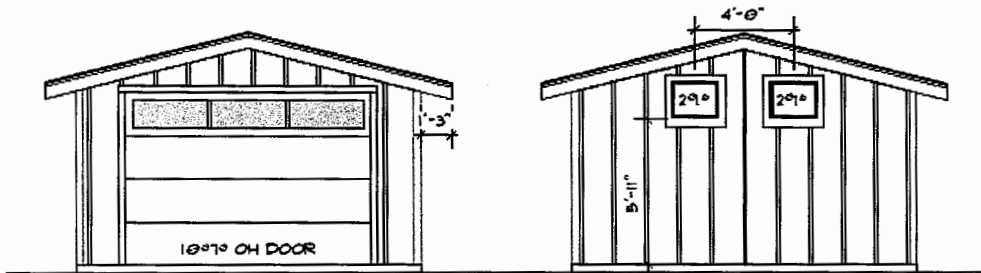
Proposed variances of floor area for one accessory building from 10 m² to 18.2 m²



**Attachment 3
Proposed Building Elevations**



1 STORAGE SHED CROSS SECTION
SCALE: 3/8" = 1'-0"



3 STORAGE SHED ELEVATIONS
SCALE: 1/4" = 1'-0"

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE ELECTORAL AREA SERVICES COMMITTEE MEETING

Tuesday, March 13, 2018

1:30 P.M.

RDN Board Chambers

In Attendance:	Director B. Rogers	Chair
	Director A. McPherson	Electoral Area A
	Director H. Houle	Electoral Area B
	Director M. Young	Electoral Area C
	Director J. Fell	Electoral Area F
	Director J. Stanhope	Electoral Area G
	Director W. Veenhof	Electoral Area H

Also in Attendance:	P. 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
	T. Armet	Mgr. Building & Bylaw Services
	J. Hill	Mgr. Administrative Services
	J. Holm	Mgr. Current Planning
	P. Thompson	Mgr. Long Range Planning
	B. Ritter	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

Electoral Area Services Committee Meeting - February 13, 2018

It was moved and seconded that the minutes of the Electoral Area Services Committee meeting held February 13, 2018, be adopted.

CARRIED UNANIMOUSLY

COMMITTEE MINUTES

Nanose Bay Parks and Open Space Advisory Committee

It was moved and seconded that the minutes of the Nanose Bay Parks and Open Space Advisory Committee meeting held February 7, 2018, be received for information.

CARRIED UNANIMOUSLY

East Wellington / Pleasant Valley Parks and Open Space Advisory Committee

It was moved and seconded that the minutes of the East Wellington / Pleasant Valley Parks and Open Space Advisory Committee meeting held January 29, 2018, be received for information.

CARRIED UNANIMOUSLY

COMMITTEE RECOMMENDATIONS

Nanose Bay Parks and Open Space Advisory Committee

Bonnington - Coventry Trail

It was moved and seconded that staff provide a preliminary 'high level' report on the costs and process involved with tree removal and stair construction in the park land corridor between Bonnington Drive and Coventry Place.

CARRIED UNANIMOUSLY

Brickyard Community Park – Conceptual Planning and Neighbourhood Meeting

It was moved and seconded that the Regional District of Nanaimo not move forward with the provision of toilets or off road parking at Brickyard Community Park at this time.

CARRIED UNANIMOUSLY

Stone Lake Drive Community Park - Natural Playground Project Planning

It was moved and seconded that a community focus group be set up to facilitate the design of the playground at Stone Lake Drive Community Park.

CARRIED UNANIMOUSLY

Jack Bagley Community Park

It was moved and seconded that a preliminary investigation be conducted of Jack Bagley Community Park for the potential siting of a tennis/pickle ball hard-surface court.

CARRIED UNANIMOUSLY

PLANNING

Development Variance Permit

Development Variance Permit Application No. PL2018-010 - 1646 Brunt Road, Electoral Area 'E'

It was moved and seconded that the Board approve Development Variance Permit No. PL2018-010 to increase the maximum height allowance of an accessory building from 6.0 m to 6.85 m subject to the conditions outlined in Attachments 2 to 4.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-010.

CARRIED UNANIMOUSLY

Development Variance Permit Application No. PL2018-015 - 2668 East Side Road, Electoral Area 'H'

It was moved and seconded that the Board approve Development Variance Permit No. PL2018-015 to increase the maximum allowable floor area for one accessory building, to reduce the allowable floor area for two accessory buildings and to vary the setbacks of two interior side lot lines for the siting of an accessory building subject to the terms and conditions outlined in Attachments 2 to 4.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-015.

CARRIED UNANIMOUSLY

Zoning Amendment

Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285

It was moved and seconded that the Board receive the Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 report for information.

CARRIED UNANIMOUSLY

It was moved and seconded that “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be introduced and read two times.

CARRIED UNANIMOUSLY

It was moved and seconded that the Public Hearing on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be chaired by Chairperson Veenhof or his alternate.

CARRIED UNANIMOUSLY

It was moved and seconded that the “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be introduced and read two times.

CARRIED UNANIMOUSLY

It was moved and seconded that the Public Hearing on “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be chaired by Director Fell or his alternate.

CARRIED UNANIMOUSLY

It was moved and seconded that the use of a permitting system for gathering for an event in the Agricultural Land Reserve be investigated.

CARRIED UNANIMOUSLY

Other

Non-medical Cannabis Retail Licence and Cannabis Production Related Planning Fees

It was moved and seconded that "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" be introduced and read three times.

Opposed (1): Director Fell

CARRIED

It was moved and seconded that "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" be adopted.

Opposed (1): Director Fell

CARRIED

EMERGENCY PREPAREDNESS

Reception Centre License of Use Agreement Renewals

It was moved and seconded that the Regional District of Nanaimo renew agreements for Emergency Reception Centre License of Use Agreements for a five year term commencing April 1, 2018 and ending March 31, 2023, with:

- a. the Cedar Community Association
- b. the Cranberry Fire Protection District
- c. the Gabriola Senior Citizens Association
- d. the Nanoose Bay Activity & Recreation Society
- e. the Arrowsmith Agricultural Association
- f. the Lighthouse Community Centre Society; and
- g. the Bowser and District Branch (211) of the Royal Canadian Legion.

CARRIED UNANIMOUSLY

FIRE PROTECTION

Cranberry Fire Service Agreement

It was moved and seconded that the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area 'A', for a term ending March 31, 2020 with two additional one year terms upon the mutual agreement of both parties, ending on March 31, 2022.

CARRIED UNANIMOUSLY

BUILDING INSPECTION

Building Permit Activity - 2017

It was moved and seconded that the report Building Permit Activity - 2017 be received for information.

CARRIED UNANIMOUSLY

NEW BUSINESS

Directors' Forum

The Directors' Forum included discussions related to Electoral Area matters.

IN CAMERA

It was moved and seconded that pursuant to Sections 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.

CARRIED UNANIMOUSLY

TIME: 2:21 PM

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 2:30 PM

CHAIR

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING

Tuesday, March 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
	Director G. Fuller	City of Nanaimo
	Director J. Hong	City of Nanaimo
	Director B. Yoachim	City of Nanaimo
	Director M. Lefebvre	City of Parksville
	Director K. Oates	City of Parksville
	Director B. Colclough	District of Lantzville
Director T. Westbroek	Town of Qualicum Beach	
Regrets:	Director D. Brennan	City of Nanaimo
	Director J. Kipp	City of Nanaimo
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 Alternate Director Armstrong to the meeting.

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved, as amended, to include the following items of New Business: District 69 Marine Search and Rescue Service Tax Requisition, Gabriola Island Recreation Commission Tax Requisition, and a presentation by the Chair regarding the Speculation Tax.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

Regular Committee of the Whole Meeting - February 13, 2018

It was moved and seconded that the minutes of the Regular Committee of the Whole meeting held February 13, 2018, be adopted.

CARRIED UNANIMOUSLY

INVITED PRESENTATIONS

Superintendent Cameron Miller - Update from Nanaimo RCMP

Superintendent Cameron Miller provided an update to the Board regarding policing priorities and staffing levels for 2017/18, calls for service, current pressures and opportunities, and thanked the Board for their funding support for Victim Services.

DELEGATIONS

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

Lynn deVries provided a summary of achievements in 2017 and highlighted upgrades to the Spruston Road Recreation site, volunteer hours contributed to the community, and the ongoing issues around horse trailer parking.

Oliver Sayah, Mike Coulter and Brad Davies re ATV Tourism at Horne Lake

Oliver Sayah and Brad Davies provided an overview of successful trail systems, the potential economic benefits of off-road vehicle tourism, and asked the Board to consider a pilot program to allow local ATV clubs to access crown land and forest service roads through a back portion of Horne Lake Campground during low season.

CORRESPONDENCE

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

W. Michael Bolch, Chief Administrative Officer, North Cedar Improvement District, re Grant Application - Electoral Area 'A' Community Works Fund.

CARRIED UNANIMOUSLY

COMMITTEE MINUTES

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

District 69 Recreation Commission - February 15, 2018

Agricultural Advisory Committee - February 16, 2018

CARRIED UNANIMOUSLY

COMMITTEE RECOMMENDATIONS

District 69 Recreation Commission

Ravensong Aquatic Club, re Reduction in Lane Fees

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.

CARRIED UNANIMOUSLY

District 69 Youth Recreation Grants

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

Total - \$11,724

CARRIED UNANIMOUSLY

District 69 Community Recreation Grants

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

Total - \$8,163

CARRIED UNANIMOUSLY

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

District 69 Recreation Commission Bylaw Updates

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

STRATEGIC AND COMMUNITY DEVELOPMENT

Contract Award – Coastal Floodplain Mapping Project – Phase 1

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

CARRIED UNANIMOUSLY

RECREATION AND PARKS

Lease Agreements for District 69 Arena

It was moved and seconded 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.

CARRIED UNANIMOUSLY

It was moved and seconded 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.

CARRIED UNANIMOUSLY

It was moved and seconded 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.

CARRIED UNANIMOUSLY

REGIONAL AND COMMUNITY UTILITIES

Bylaw No. 1655.07 – Water User Rate Amendments 2018

It was moved and seconded that “Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018” be introduced and read three times.

CARRIED UNANIMOUSLY

It was moved and seconded that “Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018” be adopted.

CARRIED UNANIMOUSLY

BUSINESS ARISING FROM DELEGATIONS/CORRESPONDENCE

North Cedar Improvement District – Grant Application – Electoral Area ‘A’ Community Works Fund

It was moved and seconded that pending approval from the Union of BC Municipalities, the Board enter into an agreement with the North Cedar Improvement District for up to \$1.13 million of the Electoral Area 'A' Community Works Fund allocation as a contribution towards the cost of building of a new reservoir and for water main construction.

CARRIED UNANIMOUSLY

MOTIONS FOR WHICH NOTICE HAS BEEN GIVEN

Directors' Remuneration Policy

It was moved and seconded that the Board amend "Regional District of Nanaimo Board Remuneration, Expenses and Benefits Bylaw No. 1770, 2017" to authorize mileage payment for a Director attending a Standing or Select Committee meeting of which the Director is not a member.

CARRIED UNANIMOUSLY

NEW BUSINESS

District 69 Marine Search and Rescue Service Tax Requisition

It was moved and seconded that staff be directed to increase the District 69 Marine Search and Rescue Service tax requisition to \$7,600 and to increase the transfer to the Lighthouse Country Marine Rescue Society by a corresponding amount.

CARRIED UNANIMOUSLY

Gabriola Island Recreation Commission Tax Requisition

It was moved and seconded that staff be directed to increase the Gabriola Island Recreation Commission tax requisition from \$118,690 to \$123,690, an increase of \$5,000, to be transferred to Gabriola Arts Council to be used as matching funding which is a requirement of eligibility for any funding from the British Columbia Arts Council.

CARRIED UNANIMOUSLY

Speculation Tax

The Chair provided a presentation and briefing to the Board on the proposed Speculation Tax highlighting challenges and the potential impacts of the tax on members of the region's communities.

It was moved and seconded that the Board send a resolution to the Association of Vancouver Island and Coastal Communities and Union of BC Municipalities regarding the Speculation Tax that is proposed in the 2018 BC Provincial budget.

CARRIED UNANIMOUSLY

It was moved and seconded that the Board:

- a) support the contents of the Chair's briefing on the Speculation Tax;
- b) recommend that the Speculation Tax be removed completely; and
- c) resolve, that if the Chair is invited to meet with the Minister of Finance, the Chair extend the invitation to the mayors of the member municipalities.

CARRIED UNANIMOUSLY

Directors' Roundtable

Directors provided updates to the Board.

IN CAMERA

It was moved and seconded that pursuant to Sections 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.

CARRIED UNANIMOUSLY

TIME: 4:55 PM

ADJOURNMENT

It was moved and seconded that this meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 5:39 PM

CHAIR

CORPORATE OFFICER

**REGIONAL DISTRICT OF NANAIMO
MINUTES OF THE EXECUTIVE COMMITTEE MEETING**

**Tuesday, February 27, 2018
6:00 P.M.
RDN Board Chambers**

Director I. Thorpe	Chair
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director J. Stanhope	Electoral Area G
Director B. Bestwick	City of Nanaimo
Director M. Lefebvre	City of Parksville

Regrets:	Director W. Veenhof	Electoral Area H
	Director B. McKay	City of Nanaimo

Also in Attendance:	Director M. Young	Electoral Area C
	Director B. Rogers	Electoral Area E
	Director B. Colclough	District of Lantzville
	Director T. Westbroek	Town of Qualicum Beach
	P. Carlyle	Chief Administrative Officer
	G. Garbutt	Gen. Mgr. Strategic & Community Development
	W. Idema	A/Gen. Mgr. Corporate Services
	T. Osborne	Gen. Mgr. Recreation & Parks
	D. Pearce	Director of Transportation & Emergency Services

CALL TO ORDER

The Chair called the meeting to order.

APPROVAL OF THE AGENDA

It was moved and seconded that the agenda be approved.

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

It was moved and seconded that the minutes of the Executive Committee meeting held January 16, 2018 be adopted.

CARRIED UNANIMOUSLY

IN CAMERA

It was moved and seconded that pursuant to section 90(1)(c) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to labour relations or other employee relations.

CARRIED UNANIMOUSLY

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 6:45 PM

CHAIR

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE DISTRICT 69 COMMUNITY JUSTICE SELECT COMMITTEE MEETING

Thursday, February 15, 2018

11:00 A.M.

Oceanside Place

In Attendance:	Alternate	
	Director K. Oates	Chair
	Director B. Rogers	Electoral Area E
	Director J. Fell	Electoral Area F
	Director J. Stanhope	Electoral Area G
	Director B. Veenhof	Electoral Area H
Regrets:	Director T. Westbroek	Town of Qualicum Beach
Also in Attendance:	P. Carlyle	Chief Administrative Officer
	D. Pearce	Director of Transportation & Emergency Services
	J. Wilson	Mgr. Emergency Services
	N. Hewitt	Recording Secretary

CALL TO ORDER

Chairperson Westbroek was unavailable for the meeting. Director Veenhof appointed Director Oates the Chair. The Chair called the meeting to order.

APPROVAL OF THE AGENDA

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

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES**District 69 Community Justice Select Committee Meeting - October 26, 2017**

It was moved and seconded that the minutes of the District 69 Community Justice Select Committee meeting held October 26, 2017, be adopted.

CARRIED UNANIMOUSLY

REPORTS

Oceanside Policing Request

It was moved and seconded that the Oceanside Policing report be received for information.

CARRIED UNANIMOUSLY

NEW BUSINESS

Oceanside Policing

It was moved and seconded that staff report back to the D69 Community Justice Select Committee regarding options to decrease the Police to Population ratio in the rural areas for both traffic and crime prevention.

CARRIED UNANIMOUSLY

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 11:25 AM

CHAIR

REGIONAL DISTRICT OF NANAIMO**MINUTES OF THE NORTHERN COMMUNITY ECONOMIC DEVELOPMENT SELECT COMMITTEE MEETING****Thursday, February 15, 2018****11:30 A.M.****Oceanside Place**

In Attendance:	Director B. Rogers	Electoral Area 'E'
	Director J. Fell	Electoral Area 'F'
	Director J. Stanhope	Electoral Area 'G'
	Director B. Veenhof	Electoral Area 'H'
	Director K. Oates	City of Parksville
Regrets:	Director T. Westbroek	Town of Qualicum Beach
Also in Attendance:	P. Carlyle	Chief Administrative Officer
	G. Garbutt	Gen. Mgr. Strategic & Community Development
	P. Thompson	Mgr. Long Range Planning
	S. Horsburgh	Sustainability Coordinator
	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**Northern Community Economic Development Select Committee Meeting - April 20, 2017**

It was moved and seconded that the minutes of the Northern Community Economic Development Select Committee meeting held April 20, 2017, be adopted.

CARRIED UNANIMOUSLY

REPORTS**Northern Community Economic Development Program**

It was moved and seconded that the Northern Community Economic Development Program continue.

CARRIED UNANIMOUSLY

It was moved and seconded that the Northern Community Economic Development Program funding request of a maximum of \$5,000 be removed.

CARRIED UNANIMOUSLY

It was moved and seconded that staff evaluate all Northern Community Economic Development Program applications and that all the applications be presented to the committee.

CARRIED UNANIMOUSLY

It was moved and seconded that the Northern Community Economic Development Select Committee hold two funding intakes per year.

CARRIED UNANIMOUSLY

It was moved and seconded that the applicants must align their proposed project to an economic benefit in the community.

CARRIED UNANIMOUSLY

It was moved and seconded that staff develop reporting criteria and that the grant recipient report back to the committee before being allowed to apply for further funding with the Northern Community Economic Development Program.

CARRIED UNANIMOUSLY

NEW BUSINESS

Next Meeting

A new meeting will be scheduled once the reporting criteria have been developed.

ADJOURNMENT

It was moved and seconded that the meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 12:36 PM

CHAIR

Delegation: Ian MacDonald, Coventry Place Residents, re Request for Walking Trail between Bonnington Drive and Coventry Place

Summary:

1. Walking access between Coventry Place and Bonnington is required to accommodate the area residents. Up until now a path across private land has been made available and sees quite a bit of use.
2. In view of risks and liabilities, and in order to develop their properties, the owners wish to discontinue this access.
3. An undeveloped RDN Community Park exists that can provide the required foot path.
4. The park property is narrow at just over 3 meters in width and follows some difficult terrain on the upper portion (Bonnington) and is partially obstructed by trees on the lower section (Coventry). Trail construction may require steps in two locations to deal with steep sections at each end of the upper portion (Lot 3 on the map), as well as other grade work and surfacing.
5. The residents request that the development of this park be undertaken by RDN.

Action Requested: Area residents would like to see a walking trail developed along the presently undeveloped park corridor between Bonnington Drive and Coventry Place.

Park Operations Summary of Site Conditions at Bonnington- Coventry Community Park
(via email November 15, 2017)

The park property follows some difficult terrain on the upper portion (Bonnington) and the lower section (Coventry) is obstructed from the tree's

Lot 3 is the upper portion of the corridor accessed from Bonnington (IMG 1907).
The 3m wide corridor follows the base of the rock wall on the right side of the photo to a steep and almost impassable section at the road
Lumber piles visible in photo 1907 are on the edge of the neighboring property.
An existing foot path is located on the undeveloped lot 15 beside.

The lower section of the corridor accessed from Coventry (IMG 1908) is taken up by the row of trees on the left hand side of the photo.
The cleared section to the right is located mostly on lot 48.
Property stakes are visible in the foreground.

Lot 3 would need some work to make it even reasonably suitable as a rough trail, and the lower section would need some tree work to allow the trail to move over onto park land.
The trees provide a natural screen to occupants at 2265 Coventry Place, and there is some side-slope to deal with if we develop.

IMG 1907



IMG 1908



PLAN OF SUBDIVISION OF PART OF DISTRICT LOT 78, NANOOSE DISTRICT

This plan lies within the Regional District of Nanaimo
B.C.G.S. 92F.030

Plan No. **VIP 80855**

Deposited in the Land Title Office at Victoria, B.C.
this 26 day of **APRIL**, 2006.

C. Johnston per *per* FA4891
REGISTRAR

Approved under the Land Title Act this
12 day of **APRIL**, 2006.

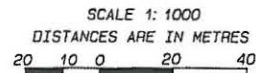
Approving Officer
Ministry of Transportation.

This plan need not comply with Section 75 (1) (c)
of the Land Title Act Dated this 12 day of
APRIL, 2006.

Approving Officer
Ministry of Transportation

LEGEND

- denotes Standard Iron Post found
- denotes Standard Iron Post set



BEARINGS ARE ASTRONOMIC AND ARE DERIVED FROM PLAN VIP 80854

Registered Owner:

353886 CANADA INC., INC. NO. A48904
C/O 1800 FOUR BENTALL CENTRE

Authorized Signatory *John Arzell*

Authorized Signatory *Remco Daal*

Witness as to signatures: *R. Hutton*
Rachel Hutton

Address: 1700-666 Burrard St.
Vancouver, B.C.

Occupation: Lawyer

Mortgage:

NANOOSE HARBOUR HOLDINGS LTD.
INCORPORATION NO. 8638903

Authorized Signatory *Geoff Barker*
GEOFF BARKER

Authorized Signatory *J. Nicholas Schmalig*

Witness as to signatures: J. NICHOLAS SCHMALIG

Address: #504-1367 W. BROADWAY,
VANCOUVER, B.C.

Occupation: LAWYER.

Mortgage:

BCINC REALTY CORPORATION
INCORPORATION NO. A41891

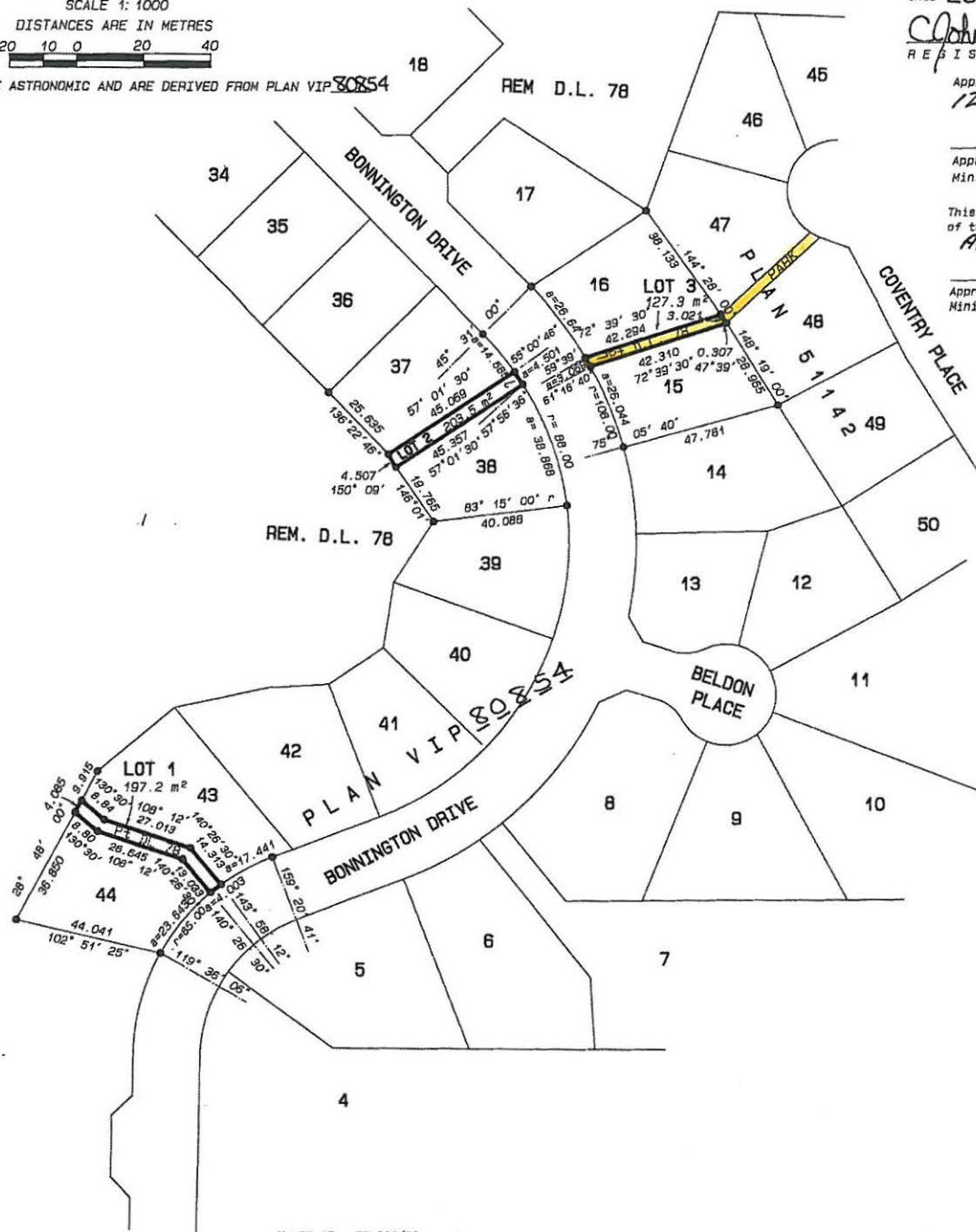
Authorized Signatory *John Arzell*

Authorized Signatory *Remco Daal*

Witness as to signatures: *R. Hutton*
Rachel Hutton

Address: 1700-666 Burrard St.
Vancouver, B.C.

Occupation: Lawyer



T. G. Hoyt
B.C. Land Surveyor
512 Wentworth Street
Nanaimo, B.C.
V9R 3E4
753-2921

I, Thomas G. Hoyt, a British Columbia Land Surveyor of Nanaimo 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 field survey was completed on the 28th day of January, 2006. The plan was completed and checked, and the checklist filed under # 49750, on the 26th day of January, 2006.

T. G. Hoyt
B. C. L. S.

RECEIVED
 SEP 13 2017
 REGIONAL DISTRICT
 OF NANAIMO

B.C. LAND SURVEYORS BUILDING LOCATION CERTIFICATE

LOT 16, DISTRICT LOT 78, NANOOSE DISTRICT, PLAN VIP80854.

SCALE 1:200

ALL DISTANCES ARE METRIC AND ARE DERIVED FROM PLAN VIP80854.

ELEVATIONS ARE IN METRES AND ARE ASSUMED

JURISDICTION: REGIONAL DISTRICT OF NANAIMO

PID NO: 026-696-258

THIS LOT IS SUBJECT TO LTO CHARGE NUMBERS:
 M76300, EB33, EB38728, EH106199 AND FA48695.

CIVIC ADDRESS: 2266 BONNINGTON DR,
 NANOOSE BAY, BC

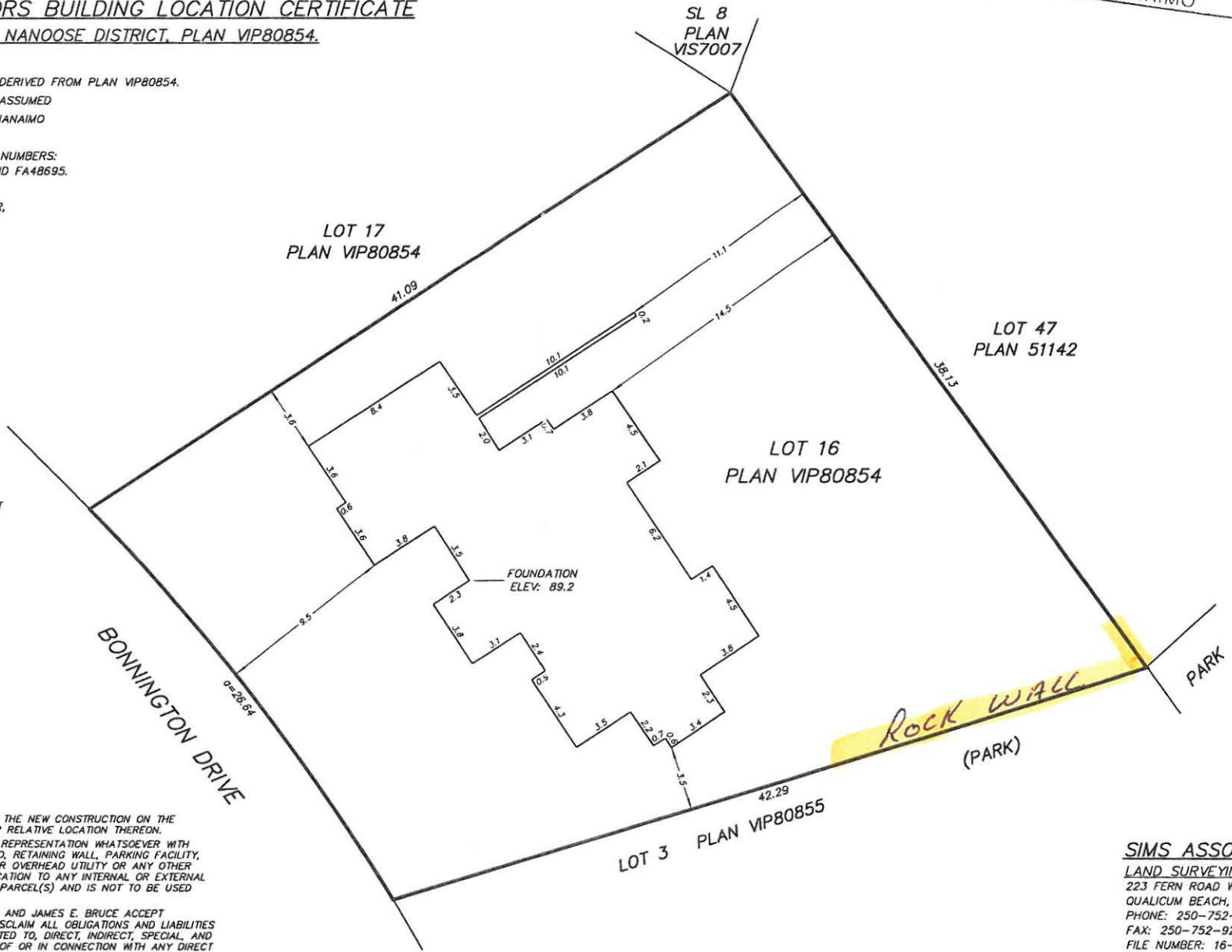
THIS SURVEY IS NOT VALID UNLESS
 DIGITALLY SIGNED.
 THIS SURVEY IS PROTECTED BY COPYRIGHT
 AND MAY NOT BE REPRODUCED.

CERTIFIED CORRECT THIS 11TH DAY
 OF SEPTEMBER, 2017 ACCORDING
 TO LAND TITLE AND SURVEY AUTHORITY
 RECORDS AND FIELD SURVEYS.
 UNREGISTERED INTERESTS HAVE NOT
 BEEN INCLUDED OR CONSIDERED.

James Bruce
 Digitally signed
 by James Bruce
 WWT2B7
 Date: 2017.09.12
 15:51:39 -0700

NOTE:

1. THIS SURVEY PURPORTS TO SHOW ONLY THE NEW CONSTRUCTION ON THE ABOVE DESCRIBED PARCEL(S) AND THEIR RELATIVE LOCATION THEREON.
2. THIS PLAN PROVIDES NO WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO ANY OTHER BUILDING, PATIO, RETAINING WALL, PARKING FACILITY, FENCE, UNDERGROUND, ABOVEGROUND OR OVERHEAD UTILITY OR ANY OTHER IMPROVEMENTS AND THEIR RELATIVE LOCATION TO ANY INTERNAL OR EXTERNAL BOUNDARIES OF THE ABOVE DESCRIBED PARCEL(S) AND IS NOT TO BE USED TO RE-ESTABLISH PROPERTY LINES.
3. SIMS ASSOCIATES LAND SURVEYING LTD. AND JAMES E. BRUCE ACCEPT NO RESPONSIBILITY FOR AND HEREBY DISCLAIM ALL OBLIGATIONS AND LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY DIRECT OR INDIRECT USE OR RELIANCE UPON THE PLAN BEYOND ITS INTENDED USE.



SIMS ASSOCIATES
 LAND SURVEYING LTD.
 223 FERN ROAD W.
 QUALICUM BEACH, B.C. V9K 1S4
 PHONE: 250-752-9121
 FAX: 250-752-9241
 FILE NUMBER: 16-432-BL
 DRAWING FILE: 16-432-BLC1.dwg

TO: Electoral Area 'E' Parks and Open Spaces Advisory Committee **DATE:** February 7, 2018

FROM: Kelsey Cramer, Parks Planner **FILE:** n/a

SUBJECT: Brickyard Community Park – Conceptual Planning and Neighbourhood Meeting

Preliminary concepts have been prepared in order to facilitate the discussion about possible toilet and/or parking facilities at Brickyard Community Park.

Anticipated Project Tasks:

1. POSAC reviews concepts (attached) at regular meeting, February 7, 2018
2. POSAC and park staff identify date and venue for Neighbourhood meeting (second week of April, at Nanoose Place is proposed) at Feb, 7 meeting
3. Park staff refine concepts based on POSAC feedback, if applicable, and begin organizing neighbourhood meeting (book venue, write invite letters, prepared presentation materials, comment form, sign in sheet, etc.)
4. Park staff prepare summary of comments received at neighbourhood meeting for POSAC review and consideration at next regular POSAC meeting.
5. POSAC provides project direction at regular meeting, June 13, 2018
6. With POSAC direction, park staff move forward with survey and detailed design for parking area and/or installation of portable toilet and wooden surround. Other additional site studies may be required.
7. Install parking area (obtain MOTI permit for access, as required). Additional funding likely required for parking lot construction.

Approved 2018 Budget:

Professional Fees: \$2000
Area E Community Parks Budget: \$4000
Community Works Fund: \$6000

Total: \$12,000

Anticipated Project Costs:

TOILET: custom built wooden surround with portable toilet

ITEM	COST
Wooden surround and concrete pad	\$3500.00 (materials and labour)
Portable toilet delivery + monthly servicing (by DBL)	\$45.00 + \$125/month
TOTAL	\$3545.00 + monthly servicing

PARKING LOT: design and construct

ITEM	COST
Site survey	\$1500.00
Detailed design	in-house, engineer to size culverts, if needed (\$500)
Other possible studies (environmental, archaeological, geotech)	additional professional fees may be required (allow \$5000)
MOTI Permit	no cost
Construction (site preparation, clearing/grubbing, layout in field, base material, culvert(s), surface material, trail material, boulders, bollard)	\$20,000 (high level estimate) - cost to be refined following detailed design (possibly fund in 2019)
TOTAL	\$27,000

Image of portable toilet in wooden surround provided for reference.





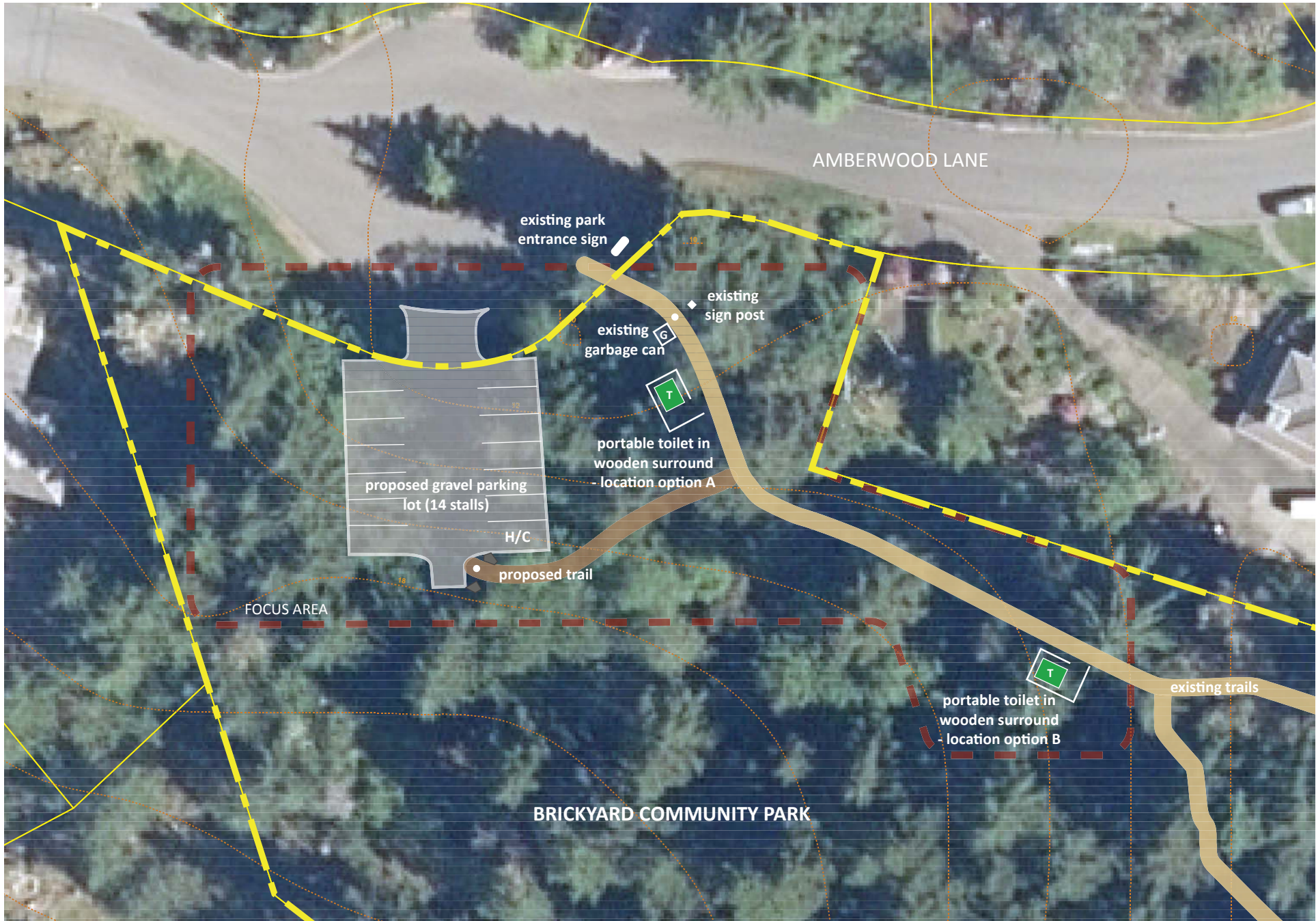
BRICKYARD COMMUNITY PARK - Conceptual Planning for a parking lot and/or portable toilet in the park.

OVERALL PARK - EXISTING CONDITIONS



BRICKYARD COMMUNITY PARK - Conceptual Planning for a parking lot and/or portable toilet in the park.

FOCUS AREA - OPTION 1



BRICKYARD COMMUNITY PARK - Conceptual Planning for a parking lot and/or portable toilet in the park.

FOCUS AREA - OPTION 2

TO: Electoral Area 'E' Parks and Open Spaces Advisory Committee **DATE:** February 7, 2018

FROM: Kelsey Cramer, Parks Planner **FILE:** n/a

SUBJECT: Stone Lake Drive Community Park – Natural Playground Design and Public Engagement

As per the RDN Board direction below, staff have outlined anticipated project tasks to begin the planning and design for a Natural Playground at Stone Lake Drive Community Park:

It was moved and seconded that Stone Lake Community Park be pursued as a pilot project for a natural playground and moved forward in the work plan to begin community engagement. (Oct. 24, 2017)

Anticipated Project Tasks:

2018

1. Park staff obtain site survey, do preliminary concept(s), include precedent images.
2. At regular POSAC meeting planned for June 13, 2018, POSAC and park staff identify date, venue and format for public engagement (target last week of September/first week of October, consider engaging elementary school/home school children)
3. Park staff begin organizing engagement materials/event (book venue, write invite letters, prepared presentation materials, comment form, sign in sheet, etc.)
4. Following engagement, park staff prepare summary of comments, prepare preferred concept plan based on input received, and seek design-build quotes from playground installation companies.
5. Staff report to Board for direction to retain firm and allocate funds in 2019 budget for playground development.

2019

6. Retain firm in early January to refine design and prepare preliminary cost estimate. Park staff to post on line/share with community (or hold another event).
7. Integrate community feedback as necessary.
8. Obtain MOTI permit as necessary.

9. Playground construction to occur in summer 2019.

10. Celebrate playground opening!

Approved 2018 Budget:

Project will be funded by Community Works Fund.

Anticipated Project Costs:

ITEM	COST
Site survey	\$1500.00
Preliminary design	in-house
Public engagement materials/planning	in-house
Design-build fees for playground	Quotes will be obtained following public engagement and budgeted for in 2019.
TOTAL	T.B.D.

Sample Images

Henry Morgan Community Park – RDN Electoral Area ‘H’



Kinsol Play, Mill Bay, Vancouver Island

www.kinsolplay.com



Landscape Structures/Habitat Systems Inc., Victoria, Vancouver Island

www.habitat-systems.com

Ages 2-12



TO: Electoral Area Services Committee **MEETING:** March 13, 2018

FROM: Kelsey Chandler
Planning Technician **FILE:** PL2018-010

**SUBJECT: Development Variance Permit Application No. PL2018-010
1646 Brunt Road – Electoral Area ‘E’
Lot 3, District Lot 72, Nanoose District, Plan 17681**

RECOMMENDATIONS

1. That the Board approve Development Variance Permit No. PL2018-010 to increase the maximum height allowance of an accessory building from 6.0 m to 6.85 m subject to the conditions outlined in Attachments 2 to 4.
2. That the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-010.

SUMMARY

This is an application to increase the maximum height allowance for an accessory building. Given that the Board Policy B1.5 guidelines have been met and no negative land use impacts are anticipated as a result of the proposed variances, it is recommended that the Board approve the development variance permit pending the outcome of public notification and subject to the terms and conditions outlined in Attachments 2 to 4.

BACKGROUND

The Regional District of Nanaimo (RDN) has received an application from John Keller and Gayle Lessard to increase the maximum height allowance in order to permit the construction of an accessory building that will accommodate a garage on the ground level and space for an art studio and outside deck on the second storey. The subject property is approximately 0.15 hectares in area and is zoned Residential 1 (RS1), pursuant to “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”. The property is located to the east of Brunt Road and is surrounded by other RS1 zoned properties (see Attachment 1 – Subject Property Map).

The property contains an existing dwelling unit and is serviced by community water, and an onsite septic system.

Proposed Development and Variance

The proposed development includes the construction of an accessory building. The property owners are seeking a height variance from 6.0 metres to 6.85 metres in order to accommodate a garage on the ground level and space for an art studio and outside deck on the second storey. The applicant proposes to vary the following regulation from the “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”:

- **Section 3.4.61 – Maximum Number and Size of Buildings and Structures** to increase the maximum accessory building height from 6.0 metres to 6.85 metres for the proposed accessory building.

Land Use Implications

In support of their application for a height variance for the construction of the proposed accessory building, the applicants have provided a site plan, building elevations, and a letter of support signed by neighbours. “Board Policy B1.5 Development Variance Permit, Development Permit with Variance and Floodplain Exemption Application Evaluation” (Policy B1.5) for evaluation of development variance permit applications requires that there is an adequate demonstration of an acceptable land use justification prior to the Board’s consideration. The applicants’ justification for the requested variance is that due to site constraints posed by the location of the septic field and the siting of the dwelling unit in relation to the shape of the lot, they were unable to design two separate accessory buildings (one for the garage and one for the art studio). The applicants also advised that their options with regard to constructing an addition to the existing dwelling unit were limited due to the post and beam design of the structure. The applicants also wish to minimize the site disturbance of the development by combining the garage and art studio into one structure, thus reducing the total building footprint required.

To minimize the variance required the applicants have designed the accessory building with a flat roof and a narrower floor truss system (see Attachment 4 – Building Elevations). To maintain their neighbours’ privacy the applicants have strategically designed the location of the accessory building windows and are proposing to install a lattice screen and climbing vines on the side of the deck (see Attachment 4 – Building Elevations). The applicants have also provided a letter of support signed by neighbours at three adjacent addresses, as well as a site plan signed by another adjacent neighbour indicating their support.

A site visit was conducted to confirm the proposed siting of the accessory building, as well as to assess whether the proposed variance would have any negative implications for adjacent neighbours. Given that the applicant has provided sufficient rationale and the variance will not result in negative view implications for adjacent properties, the applicants have made reasonable efforts to address Policy B1.5 guidelines.

Intergovernmental Implications

The application was referred to the Nanoose Fire Department, and there was no concern expressed with the proposed development.

Public Consultation Implications

Pending the Electoral Area Services Committee’s recommendation and pursuant to the *Local Government Act* and the “Regional District of Nanaimo Development Approvals and Notification Procedures Bylaw No. 1432, 2005”, property owners and tenants of parcels located within a 50.0 metre radius of the subject property will receive a direct notice of the proposal and will have an opportunity to comment on the proposed variance prior to the Board’s consideration of the application.

ALTERNATIVES

1. To approve Development Variance Permit No. PL2018-010 subject to the conditions outlined in Attachments 2 to 4.
2. To deny Development Variance Permit No. PL2018-010.

FINANCIAL IMPLICATIONS

The proposed development has no implications related to the Board 2017 – 2021 Financial Plan.

STRATEGIC PLAN IMPLICATIONS

The proposed development has no implications for the 2016 – 2020 Board Strategic Plan.



Kelsey Chandler
kchandler@rdn.bc.ca
February 22, 2018

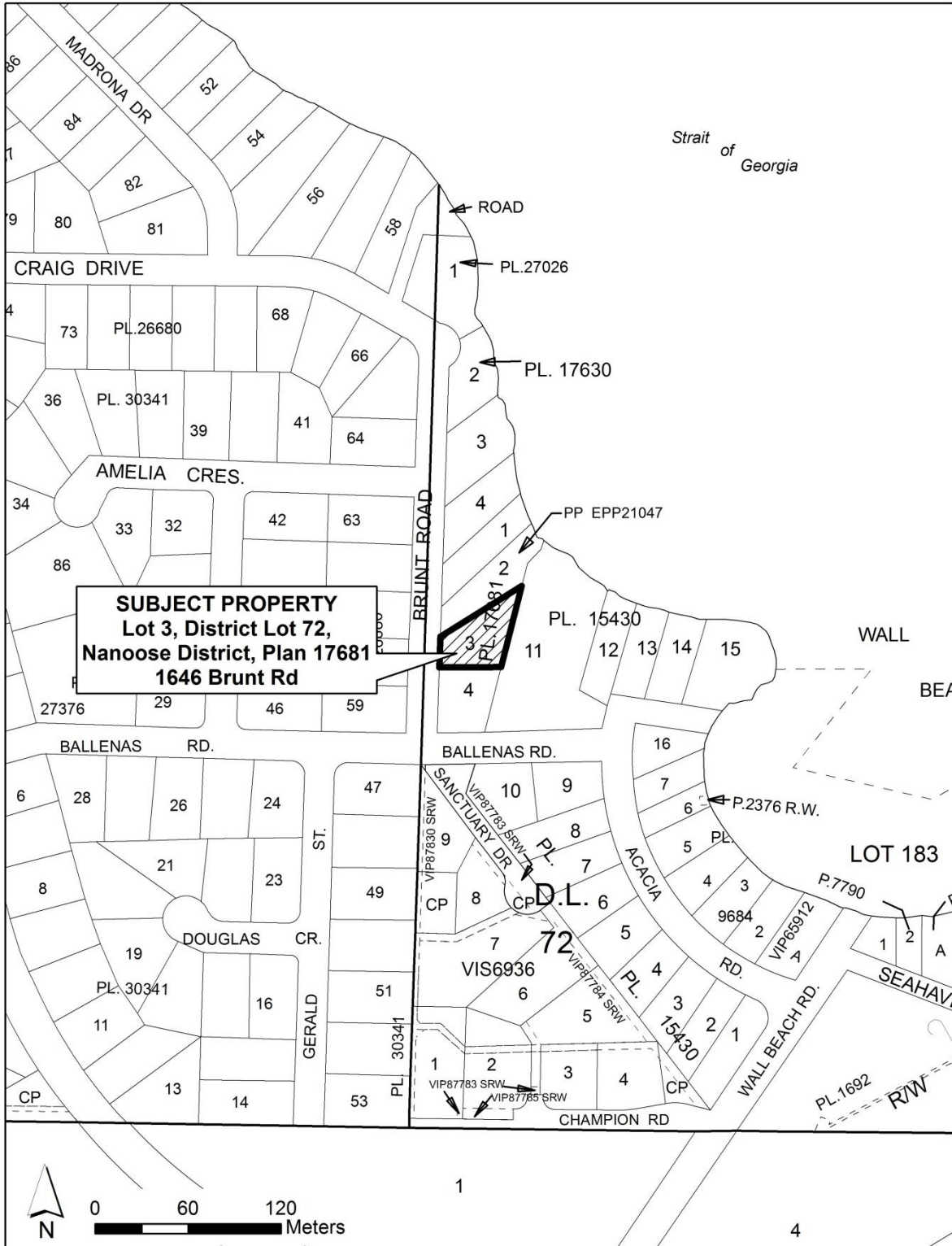
Reviewed by:

- J. Holm, Manager, Current Planning
- G. Garbutt, General Manager, Strategic & Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. Subject Property Map
2. Conditions of Permit
3. Proposed Site Plan and Variances
4. Building Elevations

Attachment 1
Subject Property Map



Attachment 2
Conditions of Permit

The following sets out the conditions of Development Variance Permit No. PL2018-010:

Bylaw No. 500, 1987 Variance

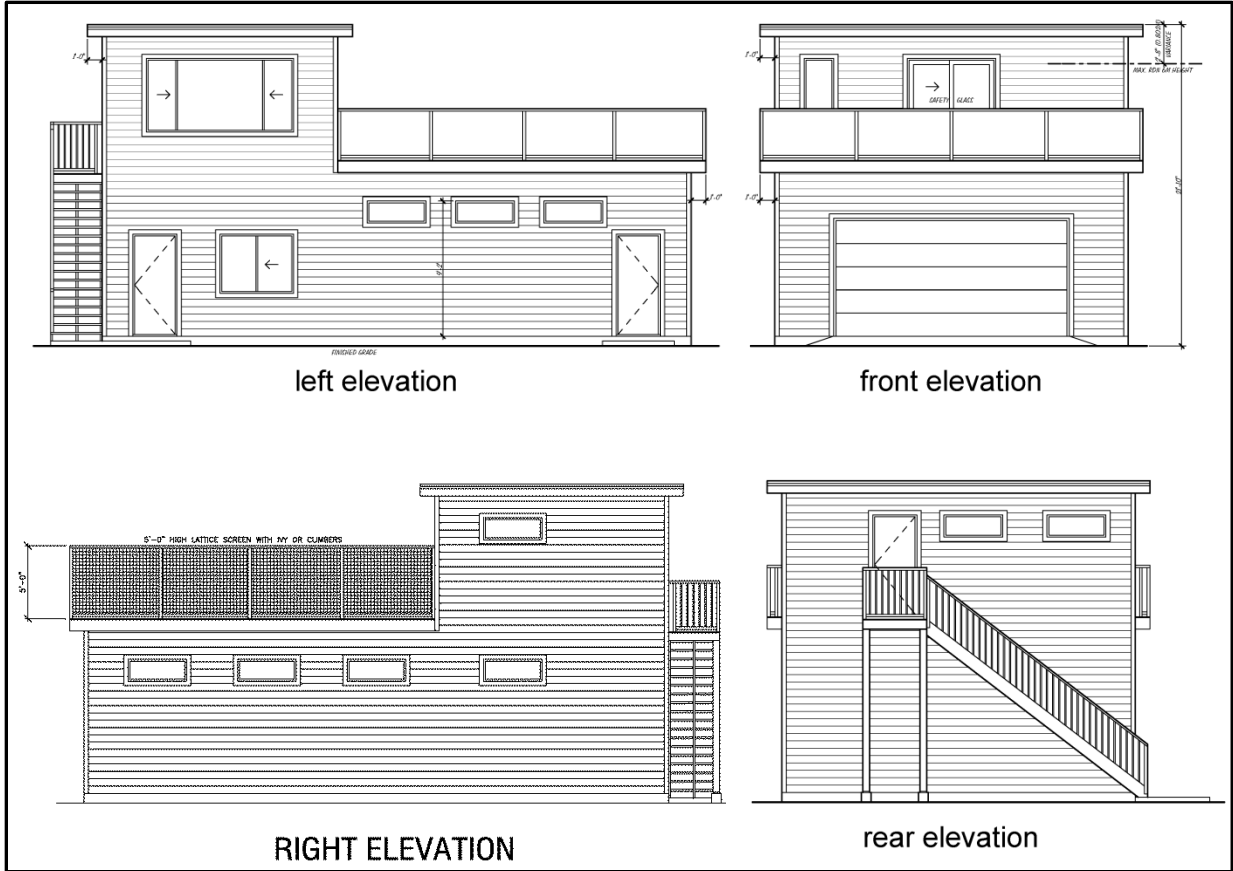
With respect to the lands, “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987” is varied as follows:

- **Section 3.4.61 – Maximum Number and Size of Buildings and Structures** to increase the maximum accessory building height from 6.0 m to 6.85 m for the proposed accessory building.

Conditions of Approval

1. The site is developed in accordance with the Site Plan prepared by J.E. Anderson & Associates, dated February 1, 2018 and attached as Attachment 3.
2. The proposed development is in general compliance with the building elevations prepared by Krastel Design Group Inc., dated January 24, 2018 and attached as Attachment 4.
3. The property owner shall obtain the necessary permits for construction in accordance with Regional District of Nanaimo Building Regulations.

Attachment 4
Building Elevations



TO: Electoral Area Services Committee **MEETING:** March 13, 2018

FROM: Angela Buick
Planner **FILE:** PL2018-015

**SUBJECT: Development Variance Permit Application No. PL2018-015
2668 East Side Road – Electoral Area ‘H’
Strata Lot 275, District Lot 251, Alberni District, Strata Plan VIS5160 Together With An
Interest In The Common Property In Proportion To The Unit Entitlement Of The Strata Lot
As Shown On Form V**

RECOMMENDATIONS

1. That the Board approve Development Variance Permit No. PL2018-015 to increase the maximum allowable floor area for one accessory building, to reduce the allowable floor area for two accessory buildings and to vary the setbacks of two interior side lot lines for the siting of an accessory building subject to the terms and conditions outlined in Attachments 2 to 4.
2. That the Board direct staff to complete the required notification for Development Variance Permit No. PL2018-015.

SUMMARY

This is an application for a development variance permit to facilitate the construction of an accessory building on the subject property. The applicants are requesting that the size and siting of the accessory building be varied in order to permit a larger space for storage of recreational vehicles and watercraft. Given that no negative impacts are anticipated as a result of the proposed variances, it is recommended that the Board approve the development variance permit pending the outcome of public notification and subject to the terms and conditions outlined in Attachments 2 to 4.

BACKGROUND

The Regional District of Nanaimo (RDN) has received an application from Clayton Kenneth Gilroy and Kelly Ray Gilroy to facilitate the construction of an accessory building. The subject property is approximately 708.3 m² in area and is zoned CD9 (Comprehensive Development 9) pursuant to “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987” (the Zoning Bylaw).

The subject property currently contains a small cabin and one accessory wood storage structure and is surrounded by similarly developed properties to the east and west; Horne Lake lies to the north and East Side Road to the south (see Attachment 1 – Subject Property Map).

Proposed Development and Variance

The proposed development includes the removal of an existing cabin and the construction of a new cabin and accessory building. While the existing cabin is within the 15.0 metre streamside protection and enhancement area (SPEA) for Horne Lake, the removal of the existing cabin will not require a development permit for fish habitat protection provided the removal takes place in accordance with the conditions of existing Development Permit 0120 (DP0120). The proposed new cabin is outside the SPEA and complies with the requirements of the CD9 zone and the conditions of DP0120.

The CD9 zone permits four small accessory buildings and structures for each recreational residence in the following format:

- Two accessory buildings: one 10.0 m² and one 6.0 m² each recreational residence;
- One accessory water storage structure of 6.0 m² per recreational residence;
- One accessory wood storage structure of 6.0 m² per recreational residence.

The total allowable floor area in the CD9 zone for all accessory buildings and structures combined is 28.0 m². The applicants propose to combine the allowable floor area for both permitted accessory buildings and the accessory water storage structure into one larger accessory building. In order to achieve this the applicants are requesting to increase the maximum permitted floor area for one of the accessory buildings from 10.0 m² to 18.2 m², to reduce the permitted floor area for a second accessory building from 6 m² to 0 m² and to reduce the permitted floor area of an accessory water storage structure from 6.0 m² to 0 m². As a result, the requested variances would limit the total number of accessory buildings from four to two; one accessory building of 18.2 m² and one wood storage structure to a maximum of 6.0 m².

The applicants are also requesting to reduce the setbacks along East Side Road (common property boundary) from 1.5 metres to 0.62 metres and the adjacent property line to the north from 1.5 metres to 1.15 metres for the siting of the accessory building (see Attachment 3 – Site Plan and Attachment 4 – Building Elevations). The applicants propose to vary the following regulations from the “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”:

- **Section 3.4.107(c) – Floor Area:**
 - iii) to increase the maximum floor area for one accessory building from 10.0 m² to 18.2 m²; and, to decrease the maximum floor area for a second accessory building from 6.0 m² to 0.0 m².
 - iv) to decrease the maximum floor area for an accessory water storage structure from 6.0 m² to 0.0 m².
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the north from 1.5 metres from to 1.15 metres.
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the east from 1.5 metres from to 0.62 metres.

Land Use Implications

The applicants propose to increase the maximum permitted floor area and vary the setbacks from the northern and eastern interior side lot lines for an accessory building. Board Policy B1.5 for evaluation of development variance permit applications requires that there is an adequate demonstration of land use justification prior to the Board's consideration. In this case, the applicants have demonstrated that adherence to the Zoning Bylaw hinders the recreational use of the property. The lot is constrained by the 15.0 metre riparian setback from the present natural boundary of Horne Lake side and a narrowing configuration toward the lot line along East Side Road. This results in a limited building envelope. The applicants feel that combining the allowable floor area for three separate buildings into one will make more efficient use of the land. After siting the proposed cabin, septic system and one parking space within the permitted building envelope, the siting of the accessory building is restricted. The applicants have provided a site plan and building elevation drawings in support of the application (see Attachment 3 – Site Plan and Attachment 4 – Building Elevations).

Given that the variances are not anticipated to result in negative view implications for adjacent properties, and the applicants have provided sufficient rationale for the proposed variances, reasonable efforts have been made to address Board Policy B1.5.

Environmental Implications

The existing cabin is entirely within the 15.0 metre SPEA for Horne Lake. The applicants propose to lift the entire building onto a flat deck truck and transport the building off site. As the building does not have a concrete foundation there will be no alteration of the land or placement of fill within the 15.0 metre SPEA. All works within the SPEA, including the removal of the existing cabin, will occur in accordance with the conditions of existing DP0120, including restrictions on vegetation removal, site development and erosion protection. The proposed development will result in a net environmental benefit as the existing cabin within the SPEA is being removed and the new cabin will be located entirely outside the SPEA.

Public Consultation Implications

Pending the Electoral Area Services Committee's recommendation and pursuant to the *Local Government Act* and the "Regional District of Nanaimo Development Approvals and Notification Procedures Bylaw No. 1432, 2005", property owners and tenants of parcels located within a 50.0 metre radius of the subject property will receive a direct notice of the proposal and will have an opportunity to comment on the proposed variance prior to the Board's consideration of the application.

ALTERNATIVES

1. To approve Development Variance Permit No. PL2018-015 subject to the conditions outlined in Attachments 2 to 4.
2. To deny Development Variance Permit No. PL2018-015.

FINANCIAL IMPLICATIONS

The proposed development has been reviewed and has no implications related to the Board 2017 – 2021 Financial Plan.

STRATEGIC PLAN IMPLICATIONS

The proposed development has no implications related to the 2016 - 2020 Board Strategic Plan.



Angela Buick
Abuick@rdn.bc.ca
March 1, 2018

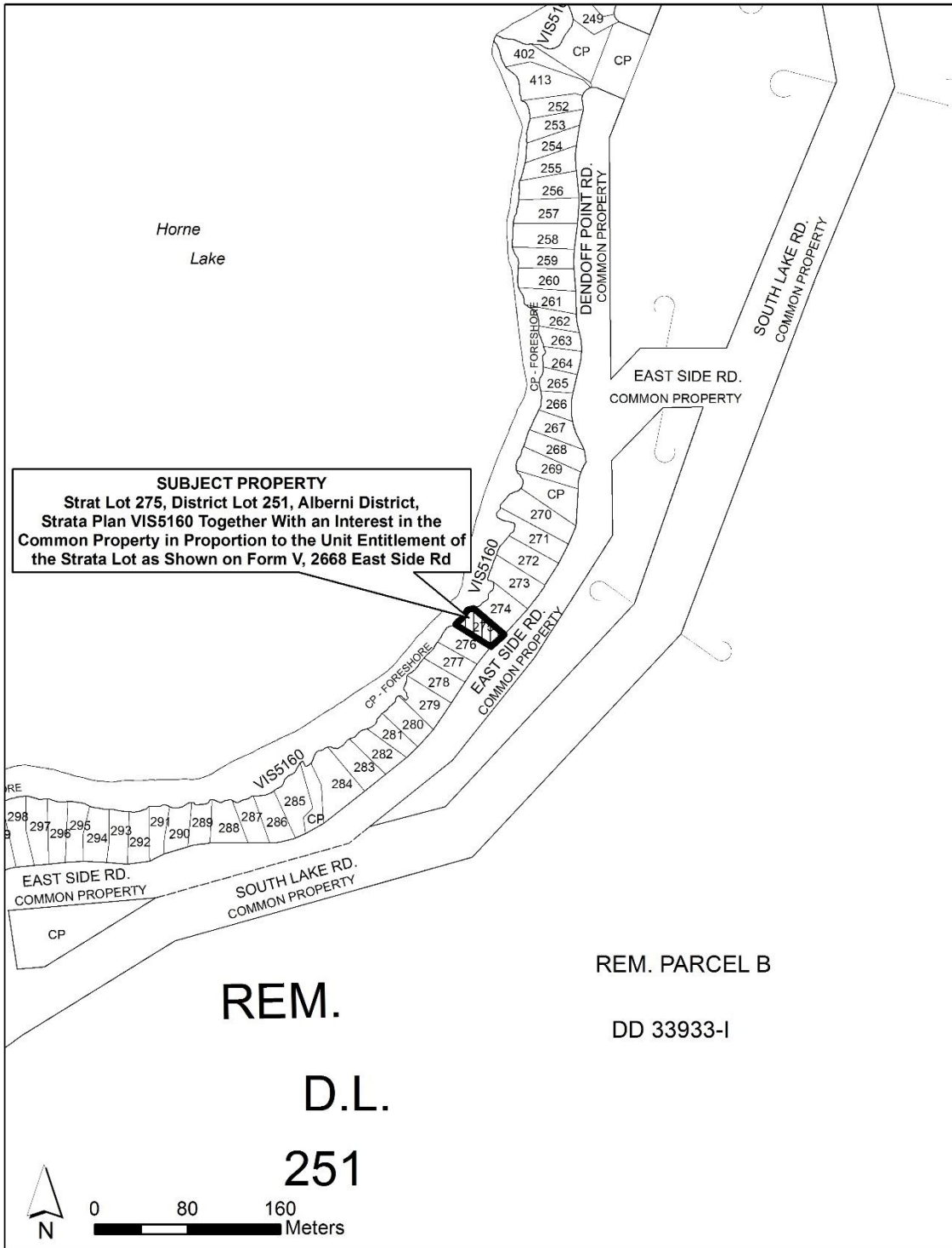
Reviewed by:

- J. Holm, Manager, Current Planning
- G. Garbutt, General Manager, Strategic & Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. Subject Property Map
2. Terms and Conditions of Permit
3. Proposed Site Plan and Variances
4. Accessory Building Elevations and Plans

Attachment 1
Subject Property Map



Attachment 2 Terms and Conditions of Permit

The following sets out the terms and conditions of Development Variance Permit No. PL2018-015:

Bylaw No. 500, 1987 Variances

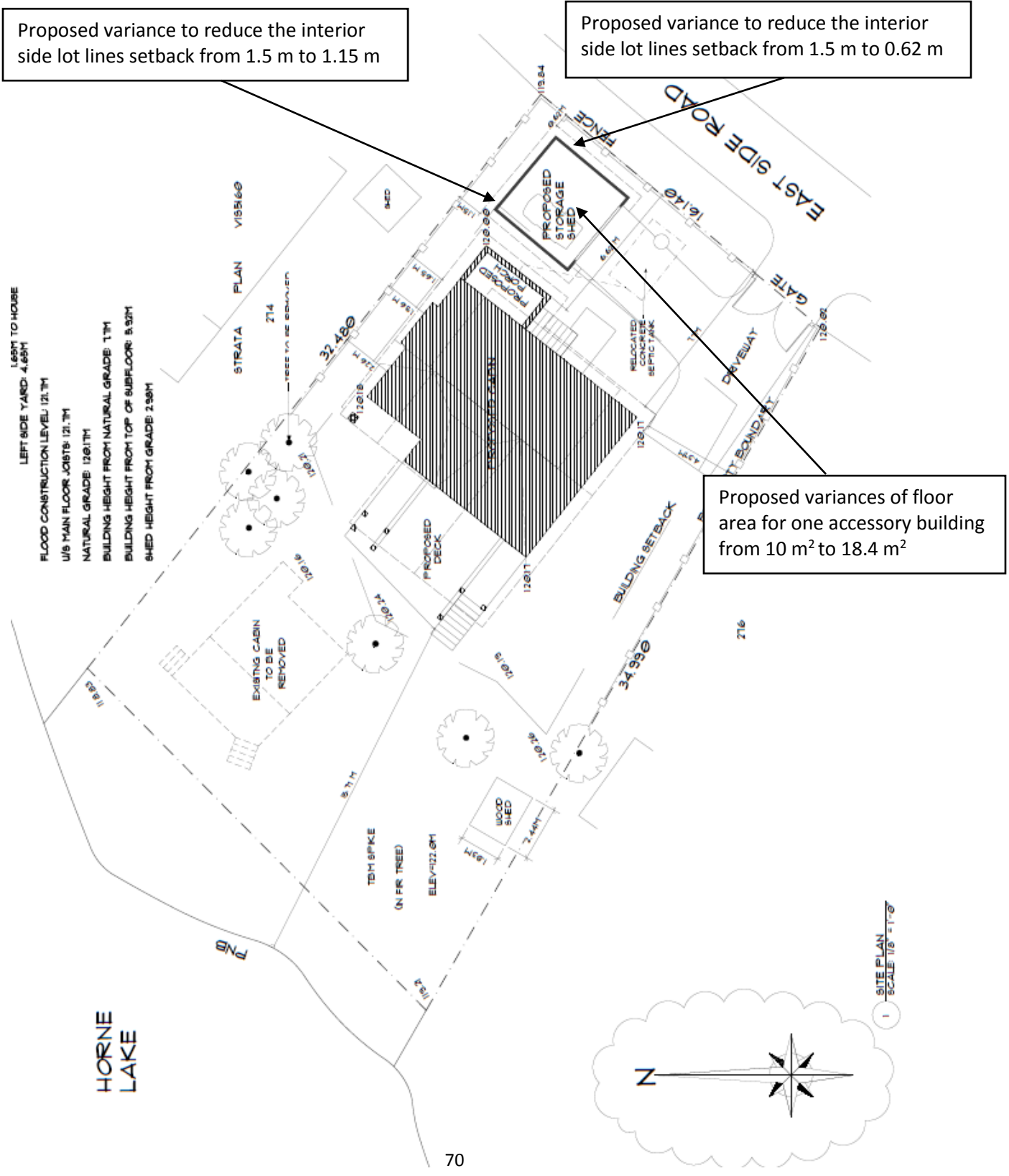
With respect to the lands, “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987” is varied as follows:

- **Section 3.4.107(c)(iii) – Floor Area** to increase the maximum floor area for one accessory building from 10.0 m² to 18.2 m²; and, to decrease the maximum floor area for a second accessory building from 6.0 m² to 0.0 m².
- **Section 3.4.107(c)(iv) – Floor Area** to decrease the maximum floor area for an accessory water storage structure from 6.0 m² to 0.0 m².
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the north from 1.5 metres from to 1.15 metres.
- **Section 3.4.107.4 - Minimum Setback Requirements** to reduce the setback from the interior side lot line to the east from 1.5 metres from to 0.62 metres.

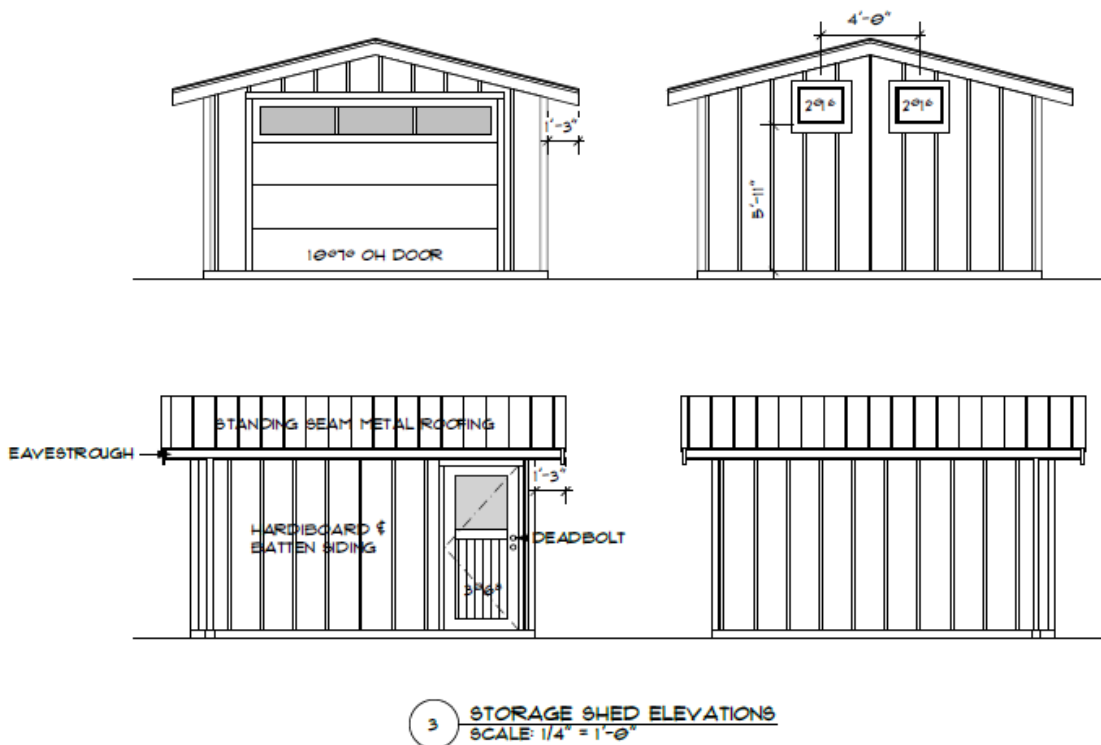
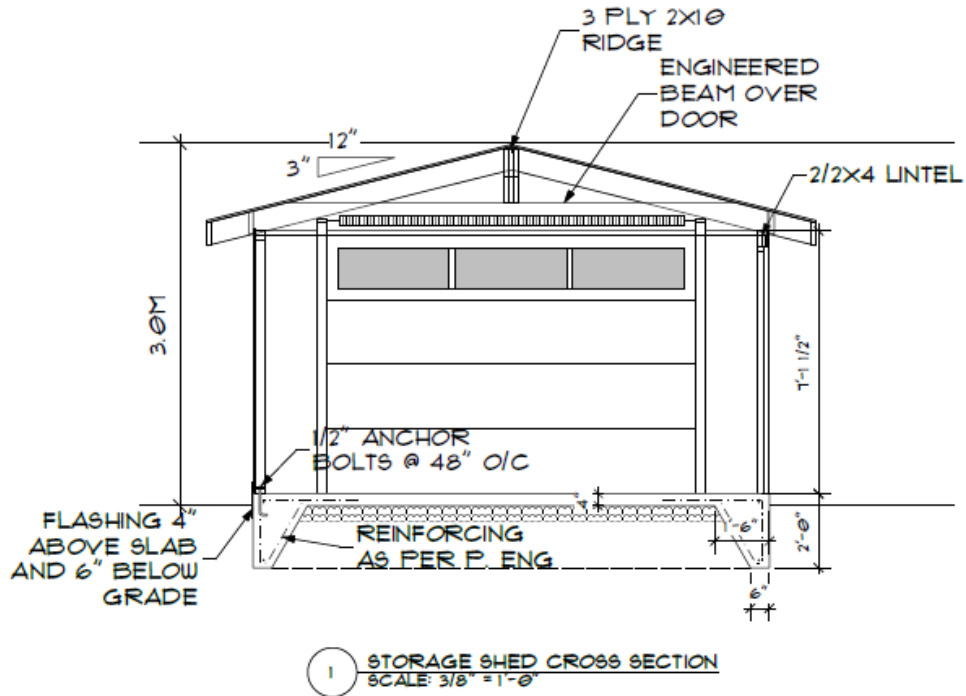
Conditions of Approval

1. The site is developed in accordance with the site plan prepared by John Gower Design dated October 11, 2017 and attached as Attachment 3.
2. The proposed development is in general compliance with the plans and elevations prepared by John Gower Design dated October 11, 2017 and attached as Attachment 4.
3. The subject property shall be developed in accordance with the recommendations contained in the Development Permit No. 0120.
4. The proposed landscaping shall be provided and maintained in accordance with the Landscaping Development Permit No. 0120.
5. The property owner shall obtain the necessary permits for construction in accordance with Regional District of Nanaimo Building Regulations.

Attachment 3
Proposed Site Plan and Variances
 (Page 2 of 2)



Attachment 4
Accessory Building Elevations and Plans



TO: Electoral Area Services Committee **MEETING:** March 13, 2018

FROM: Nick Redpath
Planner **FILE:** 500.413,2018
1285.29,2018

SUBJECT: Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285

RECOMMENDATIONS

1. That the Board receive the Gathering for an Event in the Agricultural Land Reserve – Proposed Zoning Amendments to Bylaw 500 and Bylaw 1285 report for information.
2. That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be introduced and read two times.
3. That the Public Hearing on “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”, be chaired by Chairperson Veenhof or his alternate.
4. That the “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be introduced and read two times.
5. That the Public Hearing on “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”, be chaired by Director Fell or his alternate.
6. That the use of a permitting system for gathering for an event in the Agricultural Land Reserve be investigated.

SUMMARY

Recent amendments to the Agricultural Land Reserve Use, Subdivision and Procedure Regulation (ALR Regulation) allowing a gathering for an event on lands within the Agricultural Land Reserve (ALR) prompted the Board to direct staff to undertake a preliminary review of the Regional District of Nanaimo’s (RDN) zoning bylaws and engage with the farming community and Agricultural Advisory Committee (AAC). Several opportunities were identified through a preliminary bylaw review for the RDN to clarify and regulate the recently approved ALR regulatory changes for gathering for an event.

The proposed bylaw amendments to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500, 1987” and “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285, 2002” include setbacks, maximum site area, parking, clearly defining terminology, inclusion of Agricultural Land Commission (ALC) conditions and expanding the existing Temporary Use Permit (TUP) designation to accommodate gatherings for larger events as approved by the ALC. Subsequently, the farming community and Agricultural Advisory Committee (AAC) were engaged to gather feedback and direction on the proposed bylaw amendments and other approaches to address the changes to the ALR Regulation. Based on the input received, two recommendations have been provided. First, that Amendment Bylaw No. 500.413, 2018 and

Amendment Bylaw 1285.29, 2018 be granted first and second reading and proceed to a Public Hearing. Second, that the based on concerns from the AAC related to externalities related to permitted gatherings, that the use of a special permit process for gathering for an event in the ALR be investigated.

BACKGROUND

On August 9, 2016, the Ministry of Agriculture (MOA) announced that new changes to the current ALR Regulation had been developed allowing landowners in the ALR with farm class under the *Assessment Act* to host specific events like weddings, concerts and other non-agriculture related commercial activities if certain conditions as set out in the new regulations were satisfied. These conditions are outlined in a policy entitled “Gathering for an Event in the ALR” (Attachment 1 – ALC Policy L-22).

On November 25, 2016, following Board direction, a report from staff went to the AAC outlining the recent changes made by the MOA in regards to gathering for an event. In addition to summarizing the recent ALR regulatory changes, the report identified several opportunities in which RDN zoning bylaws could be amended to regulate this newly permitted use. Some potential amendments identified include clearly defining terminology, amending setbacks, limiting size of events, parking provisions and expanding the existing TUP designation. The proposed amendments are intended to create consistency between RDN bylaws and the new ALR Regulation, mitigate impact on neighbouring properties, promote health and safety at these events, preserve agricultural land and promote opportunities for farmers to supplement their on-farm income. At the AAC meeting, a motion was made for the AAC to have the opportunity for further input on the proposed bylaw amendments.

On December 12, 2017, a report along with proposed bylaw amendments to Bylaw 500 and Bylaw 1285 were considered by the Board. Following Board direction, engagement with the farming community and AAC was completed to gather input on possible zoning bylaw amendments and provide direction to help guide staff in considering a balanced regulatory approach to the recently updated ALR Regulation for gathering for an event.

Land Use Implications

Changes made to the ALR Regulation have authorized a limited number of secondary on-farm commercial activities to take place on properties in the ALR with farm class under the *Assessment Act*, leaving local governments with the ability to regulate but not prohibit these activities.

Non-agricultural gathering for an event on ALR land is not currently addressed within RDN zoning regulations. The implication is that these recent changes create a new use within the ALR that is not regulated by existing zoning bylaws. Given that the ALR Regulation supersedes local government bylaws in this instance, events could be held on a property in the ALR, within the RDN (subject to the conditions outlined in Attachment 1), without any specific zoning regulations to address potential impacts.

Although local governments cannot prohibit non-farm gathering for an event on properties within the ALR, they can regulate certain aspects through zoning bylaws. In order to create consistency between RDN bylaws and the new ALR Regulation, mitigate impact to neighbouring properties, promote health and safety at these events, preserve agricultural land and provide opportunities for farmers to supplement their income, possible amendments have been drafted to Bylaw 500 and Bylaw 1285 as outlined below.

Proposed Amendments to Bylaw 500 (see Attachment 3 – Proposed Amendments to Bylaw No. 500.413, 2018) and Bylaw 1285 (see Attachment 4 – Proposed Amendments to Bylaw No. 1285.29, 2018)

Definitions

Agricultural Land Commission Policy L-22 provides a new definition for “gathering for an event” and “agri-tourism on a farm” and updates the current definition of “agri-tourism”. To create consistency and reflect recent changes to the ALR Regulation, new and updated definitions are proposed to be included into the Definitions section of Bylaw 500 and Bylaw 1285.

General Regulations

The new ALR Regulations consider “gathering for an event” to be a permitted use on ALR land, only if certain conditions are met (see Attachment 1 for an overview of these conditions). All of these conditions are included into the General Regulations sections of Bylaw 500 and Bylaw 1285 to create consistency between the Agricultural Land Reserve Use, Subdivision and Procedure Regulation and RDN zoning bylaws and provide clarity to staff, the public and property owners hosting events.

Setbacks – Bylaw 500 and Bylaw 1285

Implementing appropriate setbacks will reduce impact and disturbance to neighbouring properties and provide adequate access for emergency vehicles on the property, while still allowing property owners to supplement on-farm income through hosting a limited number of commercial events each year.

Since this is a new permitted on-farm use, there are currently no setback requirements. As such, three possible options were considered and input was sought from the farming community and AAC regarding options 2 through 4 to establish the recommended setback requirements. Based on the feedback, a new option was identified and is proposed below in Option 1:

Setback Option 1 (recommended)

This option recommends a 30 metre setback and is included in the proposed amendment bylaws. The 30.0 metre setbacks were established through survey results and consultation with the farming community and AAC. Consultation feedback and survey results established that Option 4, the originally proposed 15.0 metres, would not be a sufficient setback for an event and would not mitigate impacts to neighbouring properties. The proposed 30.0 metre setback will also allow for emergency vehicle access, while still providing property owners the opportunity to supplement on-farm income through hosting a limited number of commercial events each year.

Setback Option 2

This option, which currently is in place, is to not implement specific setback requirements and allow gatherings for an event to take place anywhere on a property.

Setback Option 3

This option would be to apply existing setback regulations for Agricultural Zones in Bylaw 500 and Bylaw 1285 for the new permitted use “gathering for an event”. Below is a summary of existing setback regulations within Bylaw 500 and Bylaw 1285.

Currently, within the Agriculture 1 Zone of Bylaw 500, the setback for non-farm use buildings and structures is 8.0 metres from all lot lines except where the parcel is less than 4,000 m² in area then the setback from lot lines may be reduced to 2.0 metres from an interior side lot line and 5.0 metres from other lot lines, excluding the front lot line.

Within the Agriculture 2 Zone of Bylaw 500, the setback for non-farm buildings and structures is currently 20.0 metres from all lot lines.

Within the General Regulations of Bylaw 1285, setbacks for agricultural buildings and structures are 4.5 metres from front and exterior side lot lines and 2.0 metres from all other lot lines.

In 2016, the Agriculture Bylaw and Policy Updates Project was completed and one of the objectives of this project was to review current setbacks in Agriculture Zones of both Bylaw 500 and Bylaw 1285 to provide more flexible minimum setback requirements. Essentially, setbacks are designed in a tiered system with larger lots having larger setbacks, mid-sized lots having reduced setbacks and smaller lots requiring further reduced setbacks.

Current setbacks in Agriculture Zones were intended to support agriculture and make regulations less onerous and only apply to buildings and structures. Gathering for an event is not considered an agricultural use and may take place within a building and/or outdoor area.

Setback Option 4

This option, which was originally included in the proposed amendment bylaws prior to community engagement applied best practices established by the Ministry of Agriculture's Guide to Edge Planning. Within this document, farm-side setbacks for specific farm uses and commodity activities are recommended to be 15.0 metres from property lines.

Parking

Within Bylaw 500 and Bylaw 1285, proposed minimum parking requirements and setbacks for gathering for an event are one per four persons capacity based on a parking rate comparable to dance or assembly use with setbacks of 15.0 metres from all lot lines.

The ALC requires all parking to be on the farm, but not to be permanent nor interfere with the farm's agricultural productivity. Increased minimum parking requirements may lead to damage and loss of the farm's agricultural productivity and create a safety hazard with increased amounts of vehicle traffic on and off the property. With fewer parking spaces required, guests will be encouraged to carpool or make alternate arrangements for transportation to and from the event. Hosts of these events will have the option to provide additional parking to the proposed minimum if deemed necessary.

Parking setback requirements of 15.0 metres, are proposed to reduce impact on neighbouring properties and to promote health and safety by allowing access for emergency vehicles.

Maximum Site Area

A proposed maximum site area for gathering for an event is 500 m².

ALC Policy L-03 Activities Designated as Farm Use: Wineries and Cideries in the Agricultural Land Reserve explains that 125 m² of floor space is roughly equivalent to a seating capacity of 65 persons. The ALR

Regulations allow a maximum amount of 150 guests for a gathering for an event. Permitting a maximum site area of 500 m² for events will allow sufficient space for the maximum 150 guests. Sufficient space and separation for guests will help increase the overall health and safety of the event while maintaining the intent of the *Agricultural Land Commission Act*.

Temporary Use Permits for Gathering for Events

Similar to the existing Temporary Use Permit for Farmer's Markets section of both Bylaw 500 and Bylaw 1285, a change to include the ability to issue a TUP for a gathering for an event is proposed. The amendment is to include a general clause within each bylaw that would support the issuance of a TUP for an event that contravenes the proposed zoning regulations (larger than 150 people, more than 10 events etc.) in any zone subject to approval from the ALC and further specific requirements deemed necessary by the RDN. Expanding the existing TUP designation is an appropriate approach to accommodate events contrary to the zoning bylaw as it includes a public notification process and can impose a variety of specific requirements. The specific requirements will be informed through consultation and could include criteria to address emergency services and public safety.

Public Consultation Implications

As per direction provided by the Board at its December 12, 2017 meeting, consultation with the farming community and AAC was conducted. Consultation was initiated through both an online forum and stakeholder meetings. The online forum included an interactive webpage accessible through the RDN Get Involved webpage and stakeholder meetings were held January 24, 2018 with the Coombs Farmers' Institute (CFI), January 25, 2018 with the Nanaimo-Cedar Farmers' Institute (NCFI) and February 16, 2018 with the AAC.

This project was open to the public on the RDN Get Involved webpage and promoted through social media and also distributed to executive representatives of both farming institutes who forwarded it to their members and anyone else they felt may be impacted by the proposed amendments and changes to the ALR Regulations. The interactive webpage was designed to provide background information and make available pertinent documents related to this project while also providing an opportunity for feedback to be submitted through an online survey. Hard copies of the survey were also made available at the stakeholder meetings. A summary of the survey and meetings are outlined in Attachment 2 – Farming Community and Agricultural Advisory Committee Consultation Summary.

Consultation with the NCFI and the AAC identified a number of concerns, most important being fire protection and adequate washroom facilities for these events that cannot be addressed through the zoning bylaw. After a preliminary review, it has been determined that the RDN does have the authority to implement a permitting system for gathering for an event. The recommendation is to investigate this process further and report back to the Board on the implications of using special permits for gathering for events in the ALR.

In accordance with Section 464 of the *Local Government Act*, should the Board grant first and second reading to the amendment bylaws, a Public Hearing is required to be held or waived prior to the Board's consideration of third reading. The purpose of the Public Hearing is to provide an opportunity for those who believe that their interest in property is affected by the proposed bylaw to be heard by the Regional Board. In addition, the Regional Board may delegate the Public Hearings by resolution in accordance with Section 469 of the *Local Government Act*. Therefore, it is recommended, that should the Board grant first and second reading to the proposed amendment bylaw, that a Public Hearing be held in

accordance with Section 464 of *The Local Government Act* and that the Public Hearing for Bylaw 500 be delegated to Chairperson Veenhof and the Public Hearing for Bylaw 1285 be delegated to Director Fell.

ALTERNATIVES

1. To proceed with Zoning Amendments to Bylaw 500 and Bylaw 1285, consider first and second reading of the Amendment Bylaws and proceed to Public Hearings and investigate the use of a permitting system for gathering for an event in the ALR.
2. To proceed with Zoning Amendments to Bylaw 500 and Bylaw 1285, consider first and second reading of the Amendment Bylaws and proceed to Public Hearings and not investigate the use of a permitting system for gathering for an event in the ALR
3. To not proceed with the Amendment Bylaw readings and Public Hearings and not proceed with investigating the use of a permitting system for gathering for an event in the ALR.
4. That the Board provide alternate direction.

FINANCIAL IMPLICATIONS

This report is prepared in response to recent changes to the ALR Regulation in regards to gathering for an event on farm land within the ALR. This report, proposed bylaw amendments and investigation into a permitting system can be accommodated within the existing Community Planning budget.

STRATEGIC PLAN IMPLICATIONS

A focus on Economic Health is one of the strategic priorities in the RDN 2016 – 2020 Strategic Plan. In particular, the strategic plan directs that the RDN will foster economic development and support diversification of our regional economy while also recognizing the importance of agriculture. Proposed bylaw amendments to address changes to the ALR Regulation allowing for non-farm use gathering for an event will help support and foster economic development for farmers within the ALR. These proposed bylaw amendments preserve traditional agriculture land and practices while also creating incentives and opportunities for existing farmers to supplement their farm income through secondary, on-farm activities.




Nick Redpath
nredpath@rdn.bc.ca
February 28, 2018

Reviewed by:

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

Attachments

1. ALC Policy L-22
2. Summary of Farming Community and Agricultural Advisory Committee Consultation
3. Proposed Amendment Bylaw No. 500.413, 2018
4. Proposed Amendment Bylaw No. 1285.29, 2018

 <p>Agricultural Land Commission Act</p>	<p style="text-align: right;">Policy L-22 October 2016</p> <p style="text-align: center;">ACTIVITIES DESIGNATED AS A PERMITTED NON-FARM USE: GATHERING FOR AN EVENT IN THE AGRICULTURAL LAND RESERVE ("ALR")</p>
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This policy is intended to assist in the interpretation of the [Agricultural Land Commission Act](#), 2002, including amendments as of September 2014, (the "ALCA") and BC Regulation 171/2002 ([Agricultural Land Reserve Use, Subdivision and Procedure Regulation](#)), including amendments as of August 2016, (the "Regulation"). In case of ambiguity or inconsistency, the ALCA and Regulation will govern.

REFERENCE:

Agricultural Land Commission Act, S.B.C. 2002, c. 36, Section 1.

Agricultural Land Reserve Use, Subdivision and Procedure Regulation (BC Reg. 171/2002), the "Regulation", Section 1(4) and Section 3(4).

Section 3(4) The following non-farm uses are permitted in an agricultural land reserve and must not be prohibited by a local government bylaw or, for lands located in an agricultural land reserve that are treaty settlement lands, by a law of the applicable treaty first nation government:

(k) gathering for an event, if all of the following conditions are met:

- i. the farm must be located on land classified as a farm under the [Assessment Act](#);*
- ii. permanent facilities must not be constructed or erected in connection with the event;*
- iii. parking for those attending the event must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity;*
- iv. no more than 150 people, excluding residents and employees of the farm, may be gathered on the farm at one time for the purpose of attending the event;*
- v. the event must be of no more than 24 hours duration;*
- vi. no more than 10 gatherings for an event of any type may occur on the farm within a single calendar year.*

Section 1 (4) Definitions:

"gathering for an event" means a gathering of people on a farm for the purpose of attending

- (a) a wedding, unless paragraph (c) (ii) applies,*

(b) a music festival, or

(c) an event, other than

(i) an event held for the purpose of agri-tourism, or

(ii) the celebration, by residents of the farm and those persons whom they invite, of a family event for which no fee or other charge is payable in connection with the event by invitees.

Section 2(2.4) In subsections (2.1) to (2.3):

(f) gathering for an event, if the event is held only in the lounge referred to in paragraph (b) or the special event area referred to in paragraph (c) of this subsection, and, for this purpose, section 3 (4) (k) does not apply.

INTERPRETATION:

Gathering for an event is a permitted non-farm use in the Agricultural Land Reserve and must not be prohibited by a local government bylaw as long as the event meets the conditions set out in the Regulation.

No more than 150 people may be in attendance and the event must be less than 24 hours in duration.

A maximum of 10 events of any type are permitted within a calendar year on a farm. For example, 5 weddings, 2 music concerts and 3 art shows. Where more than one farm business is being operated from a farm, the maximum 10 events applies. It is recommended that a record of events be maintained by the farmer including type of event, date and number of attendees.

There is no requirement for these events to directly market or promote agricultural products grown on the farm and therefore are not considered agri-tourism events.

People hosting events must make every effort to avoid negative impacts to the use of agricultural land including but not limited to, damage to agricultural land and structures, noise that disturbs animals and livestock, trespass, vandalism, theft and blocking access to adjacent farm businesses.

Events may include weddings, private parties, corporate retreats, music concerts and concert series, music festivals, film and theatrical presentations, art shows, dance recitals, charitable and political fundraising events, dances, and sports events, so long as otherwise compliant with the Regulation. Any event that is not an agri-tourism event falls into this category.

The Regulation allows gathering for events in the ALR provided the land is assessed as “farm” under the *Assessment Act*. If the assessment changes, the use is no longer permitted. The farm may be comprised of one or several parcels of land owned or operated by a farmer as a farm business. The farm parcels should be contiguous or in the same general geographic area.

**Attachment 1 – ALC Policy L-22
(Page 3 of 4)**

Permanent facilities must not be constructed or erected for any event activity. Permanent facilities include, but are not limited to: buildings or permanent structures, hard surface parking areas, concrete pads, structural foundations, retaining walls, permanent tents (erected for more than 90 days) and permanent alteration to the landscape (fill, gravel, berms, hills, dugouts, amphitheatres). The conversion of existing buildings and the construction associated with bringing them up to public assembly building code is also deemed as the construction or erection of a permanent facility. If permanent facilities are required, an application and approval of the Commission is necessary.

For the purposes of this policy, parking areas must not be permanent (asphalt, concrete, gravel, etc) and parking must not interfere with the farm's agricultural productivity. All vehicles visiting the farm for the event must be parked on site. To minimize impacting farm land, parking should be along field edges, adjacent to internal farm driveways and roads, and in farm yard areas or immediately adjacent to farm buildings and structures.

Personal family celebrations hosted by the farm owner where no fee is charged continue to be allowed.

This Policy does not apply to agri-tourism activities. See Related Policies.

As per subsection 2.4(f) of the regulation, these conditions do not apply to wineries, cideries, meaderies, breweries and distilleries if the event(s) is held only in the ancillary food and beverage service lounge that has been developed in compliance with section 2(2.4)(b) of the Regulation. Regulation section 3(4)(k) and associated restrictions apply if the event(s) are held outside the lounge area. This means wineries, cideries, meaderies, breweries and distilleries may host an unlimited number of events in their lounge area and an additional 10 events as per section 3(4)(k) held outside the lounge area.

Local governments have the authority to regulate events with regard to structures and building occupancy (including determining if an existing farm building is appropriate for a gathering or requires upgrades for public assembly), parking, lighting, hours of operation, health and safety, noise, access for police, fire and emergency vehicles, etc. Local governments have the authority to require permits for events.

Events in excess of the what is permitted under section 3(4)(k) require an application pursuant to section 20(3) of the Agricultural Land Commission Act and approval of the Commission.

TERMS:

family event means an event attended by

- (a) family members, and
- (b) close personal friends or close business associates of family members

family member with respect to a person means

- (a) parents, grandparents and great grandparents,
- (b) spouse, parents of spouse and stepparents of spouse,
- (c) brothers and sisters,
- (d) children or stepchildren, grandchildren and great grandchildren, and

**Attachment 1 – ALC Policy L-22
(Page 4 of 4)**

(e) aunts, uncles, cousins, nephews and nieces

fee or other charge includes a gift in lieu of a fee or charge given in connection with the event

wedding means the ceremony of marriage or a marriage-like ceremony and/or the reception celebration

music festival means concert or concert series no more than 24 hours in duration

Unless defined in this policy, terms used herein will have the meanings given to them in the ALCA or the Regulation.

RELATED POLICY:

ALC Policy L-04 Activities Designated as a Farm Use: Agri-Tourism Activities in the ALR

ALC Policy L-03: Activities Designated as Farm Use: Wineries and Cideries in the ALR

ALR Policy L-21: Activities Designated as Farm Use: Brewery, Distillery and Meadery in the ALR

Attachment 2

Summary of Farming Community and Agricultural Advisory Committee Consultation (Page 1 of 2)

Survey Results

The survey was made available until February 23, 2018 through an online website accessible via the Regional District of Nanaimo (RDN) Get Involved webpage and also distributed at meetings held with the Coombs Farmers' Institute and Nanaimo-Cedar Farmers' Institute. Of the survey responses submitted, seventy-four percent owned land in the Agricultural Land Reserve with eighty-three percent saying that they had not been negatively impacted by a gathering for an event. Eighty-two percent responded that yes, there should be a minimum distance from a property line where an event can be held, with sixty-three percent saying that the proposed 15.0 metre setback is not large enough. Sixty-eight percent responded that they agreed the size of the area where events can be held should be limited, with fifty-six percent saying 500 m² is not reasonable as it is too small of an area for an event. Seventy-six percent of responses said that one parking spot per four guests is not a sufficient amount of parking for an event.

Coombs Farmers' Institute Meeting

Twelve people were present at the meeting with the Coombs Farmers' Institute held on January 24, 2018. At the meeting, the proposed amendments were discussed and it was noted that gathering for an event has not been an issue for farmers in the Coombs area. Discussion around proposed setbacks, maximum event area and minimum parking requirements took place and it was felt that they were insufficient to mitigate disturbances to neighbouring properties from large events. Representatives of the Institute felt that the ALC conditions were sufficient and additional regulations from the RDN are not necessary as there is not an issue with gathering for an event in this area and that the regulations proposed would be onerous and insufficient to mitigate potential issues. Discussion around the benefits of neighbourly respect took place and that an educational brochure emphasizing that these events should be held on an area of the property that will have the least negative effects on neighbours should be pursued.

Nanaimo-Cedar Farmers' Institute Meeting

Eleven people were present at the meeting with the Nanaimo-Cedar Farmers' Institute held on January 25, 2018. Concerns surrounding noise, fire hazards and lack of oversight were raised in relation to gathering for an event in the Cedar area. Discussions ensued around the potential for a RDN permitting/declaration process to require anyone wishing to host a gathering for an event to attain a permit from the RDN. The lack of oversight for these events was a concern as it was felt many property owners hosting these events were not aware of all applicable regulations (BC Fire Code, Island Health regulations, RDN bylaws, etc.) that pertain to them, putting themselves, neighbours and guests of the event at risk. Methods to require property owners interested in pursuing/hosting these events to come into the RDN and receive educational information on how to proceed in compliance with all applicable regulations were discussed. It was suggested that educational information be made available to property owners in the ALR through a mail out and online as this would be a means for prospective hosts and neighbouring property owners to be properly informed of all regulations surrounding these events.

The proposed bylaw amendments were discussed and members present at the meeting felt that one set of regulations would not fit all properties as each is unique in size and topography. It was suggested that a tiered system be investigated making larger lots be subject to larger setbacks and maximum event areas and smaller lots be subject to smaller setbacks and maximum event areas.

Attachment 2

Summary of Farming Community and Agricultural Advisory Committee Consultation (Page 2 of 2)

Agricultural Advisory Committee

The Agricultural Advisory Committee (AAC) met on February 16, 2018 to discuss the ALR Regulations for gathering for an event and the proposed RDN bylaw amendments. Concerns were raised surrounding the risk of fires occurring from these events during the dry summer months and adequate washroom facilities being present. AAC members noted that these events have caused issues in the Cedar area and parking overflow onto streets was a concern. The AAC noted that the proposed setbacks of 15 metres were not effective and should be increased to reduce impacts to neighbouring properties.

Discussions ensued around the RDN investigating the potential for a permitting system for these events as a means to have event holders come into the RDN office to attain a permit and be informed of all regulatory implications associated with these events.

At its February 16, 2018 meeting, the AAC passed a motion recommending that a permitting system be put in place to address the concerns of fire, noise and parking for gathering for an event in the Agricultural Land Reserve.

Attachment 3

REGIONAL DISTRICT OF NANAIMO BYLAW NO. 500.413

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

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.413, 2018”.
- B. The “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”, is hereby amended as follows:
 1. Under **PART 2, INTERPRETATION, DEFINITIONS** by deleting and adding the following definition in alphabetical order:

agri-tourism means an activity, or a service that is ancillary to an activity referred to in the definition of *agri-tourism on a farm* that is carried out on land that is classified as a farm under the Assessment Act, to which members of the public are ordinarily invited, with or without a fee, and in connection with which permanent facilities are not constructed or erected;

2. Under **PART 2, INTERPRETATION, DEFINITIONS** by adding the following definitions in alphabetical order:

agri-tourism on a farm means the following:

- (a) an agricultural heritage exhibit displayed on the farm;
- (b) a tour of the farm, an educational activity or demonstration in respect of all or part of the farming operations that take place on the farm, and activities ancillary to any of these;
- (c) cart, sleigh and tractor rides on the land comprising the farm;
- (d) activities that promote or market livestock from the farm, whether or not the activity also involves livestock from other farms, including shows, cattle driving and petting zoos;
- (e) dog trials held at the farm;
- (f) harvest festivals and other seasonal events held at the farm for the purpose of promoting or marketing farm products produced on the farm;
- (g) corn mazes prepared using corn planted on the farm.

gathering for an event means a gathering on a farm for the purpose of attending:

- (a) a wedding, unless paragraph (c) (ii) applies;
- (b) a music festival; or
- (c) an event, other than:

- (i) an event held for the purpose of agri-tourism; or
- (ii) the celebration, by residents of the farm and those persons whom they invite, of a family event for which no fee or other charge is payable in connection with the event by invitees.

3. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 10) a) 1. XIII. and replacing it with the following:

XIII.	Gathering for an Event - All buildings, structures or event areas	30.0 m
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4. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by adding the following Subsection after 3.3.10) a) 1) XIII):

XIV.	All other agricultural buildings and structures	8.0 m
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5. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by adding the following Subsection after 3.3.16) c):

d) **Gathering for an Event**

- i) As per Section 1 of the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* on parcels within the Agricultural Land Reserve and where gathering for events is a permitted accessory use in this bylaw, the following general provisions apply:
 - a. The farm must be located on land classified as a farm under the *Assessment Act*;
 - b. permanent facilities must not be constructed or erected in connection with the event;
 - c. parking for those attending the event must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity;
 - d. no more than 150 people, excluding residents and employees of the farm, may be gathered on the farm at one time for the purpose of attending the event;
 - e. the event must be of no more than 24 hours duration;
 - f. maximum site area for events shall not exceed a combined total of 500 m²; and

- g. no more than 10 gatherings for an event of any type may occur on the farm within a single calendar year.
6. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 17) and replacing it with the following:

17) Temporary Use Permits for Farmers' Markets and Gathering for an Event

In accordance with the *Local Government Act*, the RDN may support temporary use permits for farmers' markets and gathering for an event on any parcel within the area covered by this bylaw.

The following conditions and criteria will be included in the RDN's consideration of such applications depending on the nature of the application being considered.

- a) Where the land is in the ALR, approval from the Provincial Agricultural Land Commission is required.
 - b) The RDN may specify conditions of approval including, but not limited to, environmental protection measures, hours of operation, buffering between adjacent uses, parking, and groundwater protection and may require the posting of a bond or other applicable security to ensure compliance with the conditions of the permit.
 - c) The RDN will consider the impact on local road networks and on-site parking.
 - d) The RDN may consider any other condition or criteria as deemed necessary by the RDN.
7. Under **PART 3, LAND USE REGULATIONS, Section 3.4 Regulations for Each Zone, 3.4.1 AGRICULTURE 1 – AG1** by adding the following Subsection after **3.4.1.1 Permitted Accessory Farm Uses d)**:

e) Gathering for an Event

8. Under **PART 3, LAND USE REGULATIONS, Section 3.4 Regulations for Each Zone, 3.4.2 AGRICULTURE 2 - AG2** by adding the following Subsection after **3.4.2.1 Permitted Accessory Farm Uses d)**:

e) Gathering for an Event

9. Under **PART 3, LAND USE REGULATIONS – SCHEDULE '3B' TABLE 1 REQUIRED NUMBER OF OFF STREET PARKING SPACES** by adding the following text under the **Commercial** Subsection in alphabetical order:

Gathering for Events	1 spot per 4 guests must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity and must be setback 15.0 m from all lot lines.
----------------------	---

Introduced and read two times this ___ day of _____ 2018.

Public Hearing held this ___ day of _____ 2018.

Read a third time this ___ day of _____ 2018.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this ___ day of _____ 2018.

Adopted this ___ day of _____ 2018.

CHAIR

CORPORATE OFFICER

Attachment 4

REGIONAL DISTRICT OF NANAIMO
BYLAW NO. 1285.29

A Bylaw to Amend Regional District of Nanaimo
Electoral Area 'F' Zoning and Subdivision Bylaw No. 1285, 2002

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Amendment Bylaw No. 1285.29, 2018”.
- B. The “Regional District of Nanaimo Electoral Area ‘F’ Zoning and Subdivision Bylaw No. 1285, 2002”, is hereby amended as follows:
 - 1. Under **SECTION 2, GENERAL REGULATIONS, 2.9 Setbacks – Buildings and Structures** by deleting Subsection f) 1) XIV. and replacing it with the following:

XIV.	Gathering for an Event - All buildings, structures or event area	30.0 metres
------	---	-------------

- 2. Under **SECTION 2, GENERAL REGULATIONS, 2.9 Setbacks – Buildings and Structures** by adding the following subsection after 2.9 f) 1) XIV:

XV.	All other agricultural buildings and structures	Front and exterior side lot lines 4.5 metres All other lot lines 2.0 metres
-----	---	--

- 3. Under **SECTION 2, GENERAL REGULATIONS** by adding the following text into Subsection **2.17 Parking – Table 2.2 REQUIRED PARKING SPACES**:

Gathering for Events	1 spot per 4 guests must be available on the farm, but must not be permanent nor interfere with the farm’s agricultural productivity and must be setback 15.0 m from all other lot lines.
----------------------	---

4. Under **SECTION 2, GENERAL REGULATIONS, 2.20 Accessory Farm** Use Regulations by adding the following Subsection after 2.20 5:

6. Gathering for an Event

As per Section 1 of the *Agricultural Land Reserve Use, Subdivision and Procedure Regulation* on parcels within the Agricultural Land Reserve and where gathering for events is a permitted accessory use in this bylaw, the following general provisions apply:

- a. The farm must be located on land classified as a farm under the *Assessment Act*;
- b. permanent facilities must not be constructed or erected in connection with the event;
- c. parking for those attending the event must be available on the farm, but must not be permanent nor interfere with the farm's agricultural productivity;
- d. no more than 150 people, excluding residents and employees of the farm, may be gathered on the farm at one time for the purpose of attending the event;
- e. the event must be of no more than 24 hours duration;
- f. maximum site area for events shall not exceed 500 m²; and
- g. no more than 10 gatherings for an event of any type may occur on the farm within a single calendar year.

5. Under **SECTION 2, GENERAL REGULATIONS,** by deleting Subsection **2.21** and replacing it with the following:

2.21 Temporary Use Permits for Farmers' Markets and Gathering for an Event

In accordance with the *Local Government Act*, the RDN may support temporary use permits for farmers' markets and gathering for an event on any parcel within the area covered by this bylaw.

The following conditions and criteria will be included in the RDN's consideration of such applications depending on the nature of the application being considered.

- a) Where the land is in the ALR, approval from the Provincial Agricultural Land Commission is required.
- b) The RDN may specify conditions of approval including, but not limited to, environmental protection measures, hours of operation, buffering between adjacent uses, parking, and groundwater protection and may require the posting of a bond or other applicable security to ensure compliance with the condition of the permit.
- c) The RDN will consider the impact on local road networks and on-site parking.
- d) The RDN may consider any other condition or criteria as deemed necessary by the RDN.

6. Under **SECTION 4, ZONES, 4.1 A-1 – AGRICULTURE 1** by adding the following Subsection after 4.1.3 d):

e) Gathering for an Event

7. Under **SECTION 5, DEFINITIONS** by deleting and adding the following definition in:

Agri-tourism means an activity, or a service that is ancillary to an activity referred to in the definition of *agri-tourism on a farm* that is carried out on land that is classified as a farm under the Assessment Act, to which members of the public are ordinarily invited, with or without a fee, and in connection with which permanent facilities are not constructed or erected;

8. Under **SECTION 5, DEFINITIONS** by adding the following definitions in alphabetical order:

Agri-tourism on a farm means the following:

- (a) an agricultural heritage exhibit displayed on the farm;
- (b) a tour of the farm, an educational activity or demonstration in respect of all or part of the farming operations that take place on the farm, and activities ancillary to any of these;
- (c) activities that promote or market livestock from the farm, whether or not the activity also involves livestock from other farms, including shows, cattle driving and petting zoos;
- (d) dog trials held at the farm;
- (e) harvest festivals and other seasonal events held at the farm for the purpose of promoting or marketing farm products produced on the farm;
- (f) corn mazes prepared using corn planted on the farm;

Gathering for an event means a gathering on a farm for the purpose of attending:

- (a) a wedding, unless paragraph (c) (ii) applies;
- (b) a music festival; or
- (c) an event, other than:
 - (i) An event held for the purpose of agri-tourism; or
 - (ii) the celebration, by residents of the farm and those persons whom they invite, of a family event for which no fee or other charge is payable in connection with the event by invitees;

Introduced and read two times this ___ day of _____ 2018.

Public Hearing held this ___ day of _____ 2018.

Read a third time this ___ day of _____ 2018.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this ___ day of _____ 2018.

Adopted this ___ day of _____ 2018.

CHAIR

CORPORATE OFFICER

the details of the licensing process are still being determined by the Province, the process will require local governments to review applications, seek input from residents in the vicinity of the proposed NMC retail location regarding how the store would impact the community, and provide a Board resolution on each and every application. The process for reviewing NMC retail licence applications is expected to be similar to the process for liquor license applications. The RDN's review of NMC retail licence applications could have a significant impact on Community Planning resources.

Discussion

The Province's requirement for local government involvement in the review of NMC retail licences and the federal government's requirement that local governments be notified of a prospective producer's intent to seek a cannabis production licence have implications to the Community Planning budget. Fees for planning services are included in RDN Planning Services Fees and Charges Bylaw No. 1259 (Planning Fees Bylaw).

Non-medical Cannabis Application Fees

A review of each NMC licence application, consideration of public input on community impact, and a Board resolution will be required before the Province will considering granting an NMC licence. The Planning Fees Bylaw does not currently contain fees that would apply to the review of NMC licences. The recommendation is that the Planning Fees Bylaw be amended to include fees to cover the cost of reviewing NMC licence applications. An NMC licence application fee of \$4,000 and an advertising deposit of \$1,000 are recommended and have been included in the draft "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018" (see Attachment 2 - Amendment Bylaw No. 1259.12, 2018).

Cannabis Production Facilities – Land Use Confirmation Fees

Local governments are not currently required to review applications to Health Canada for cannabis production facilities. However, prospective cannabis producers are required to notify local governments of their intent to produce cannabis. While they are not required to do so by the federal government, applicants for cannabis production licences frequently seek confirmation from local governments that the proposed use is consistent with local land use regulations as part of their due diligence process. Currently the RDN Planning Fees Bylaw includes a \$40 fee that would be payable by anyone requesting a land use confirmation letter. To offset the increased costs associated with review of requests for land use confirmation letters for cannabis production facilities, it is recommended that a fee of \$500 be established specifically for requests for land use confirmation letter associated with these facilities (see Attachment 2 –Amendment Bylaw No. 1259.12, 2018).

ALTERNATIVES

1. Adopt Planning Services Fees and Charges Amendment Bylaw No. 1259 to include a fee for reviewing applications for non-medical cannabis retail license applications, and a fee for the land use compliance confirmation for cannabis production facilities.
2. Do not adopt Planning Services Fees and Charges Amendment Bylaw No. 1259 to include a fee for reviewing applications for non-medical cannabis retail license applications, and a fee for the land use compliance confirmation for cannabis production facilities.

FINANCIAL IMPLICATIONS

The RDN Planning Fees Bylaw does not currently contain fees to recover costs associated with the processing of NMC retail licence applications. The implications to the Community Planning budget of not collecting fees for review of NMC retail licences could be significant depending on the number of licence applications received. As most jurisdictions are still in the early stages of preparing to receive NMC retail licence applications, comparable fees from other jurisdictions were not available at the time this report was authored. Some municipalities surveyed indicated that they expect to charge significant business licensing fees to NMC retailers on an annual basis. As regional districts do not have business licensing authority, the RDN's opportunity to recover costs associated with NMC retailers is at the time of the licence application review. The proposed bylaw includes a fee of \$4,000 for the review of NMC retail licence applications. The proposed fee is considered appropriate at this time and can be reviewed and adjusted at a later date, if necessary.

While they are not required to do so by the federal government, parties seeking a cannabis production licence from Health Canada frequently seek a land use confirmation letter from local governments. The RDN Planning Fees Bylaw currently includes a \$40 fee that would be payable by anyone requesting a land use confirmation letter. To offset the increased costs for the review of land use confirmation requests for cannabis production facilities, the proposed bylaw also includes a fee of \$500 for land use confirmation requests associated with these facilities.

STRATEGIC PLAN IMPLICATIONS

The Strategic Plan 2016-2020's "Focus on Service and Organizational Excellence" states that the RDN will consider costs and benefits and will be effective and efficient as it invests in regional services. The amendments proposed to the RDN Planning Fees Bylaw will help ensure that the costs associated with the RDN's involvement in review of proposed non-medical cannabis retail licences and cannabis production facilities will be offset by those proposing the facilities.



Jeremy Holm
jholm@rdn.bc.ca
February 27, 2018

Reviewed by:

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

Attachments

1. B.C. Cannabis Private Retail Licensing Guide
2. Amendment Bylaw No. 1259.12, 2018

B.C. Cannabis

PRIVATE RETAIL LICENSING GUIDE

Applications and Operations



BRITISH
COLUMBIA

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B.C. Cannabis

PRIVATE RETAIL LICENSING GUIDE

Applications and Operations

In B.C., the wholesale distribution of non-medical cannabis will be solely through the Liquor Distribution Branch (LDB). The LDB will be the operator of government-run retail stores and the Liquor Control and Licensing Branch (LCLB) will be responsible for licensing and monitoring the retail sector using a mixed public/private model.

The rules governing retail stores will be similar to those currently in place for liquor, and public and private retailers will have similar operating rules. Note that while this document sets out Government's intentions for B.C.'s retail framework, it is subject to legislation yet to be passed at both the federal and provincial levels.

Who is this guide for?

This guide provides information for those who are considering applying for a provincial licence to retail non-medical cannabis. It contains preliminary information to help applicants make business decisions and describes the application process. This information will also assist local governments in preparing for potential retail store applications within their communities.

The Province recognizes that retail access in rural areas will require a different approach than the one employed in urban communities. There is a separate section related to rural areas at the end of this document.

Engagement with Indigenous governments and organizations is an important element in the development of the provincial regulatory framework for non-medical cannabis. To ensure the retail model appropriately addresses the unique considerations that must be taken into account with respect to Indigenous peoples, the Province remains committed to working in partnership with Indigenous peoples, governments and organizations. These discussions are ongoing and will continue beyond the initial date of federal legalization of cannabis.

Who is eligible?

All applicants will be assessed using the same evaluation criteria, which includes obtaining local government support and background checks of police/criminal records which will be examined on a case by case basis.

Application Process

In spring 2018, the Province will launch an online application portal for individuals and businesses who are interested in applying for a non-medical cannabis retail licence. Additional information on applicant registration will be posted on the website <https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/cannabis-regulation> as it becomes available.

■ What is the process for applying for a non-medical cannabis retail licence?

When the application portal opens, you may start the application process by entering the required information and documents. This will allow you to provide the required information early so that the assessment of your application can begin as soon as possible once the applicable legislation is passed.

■ How long will the application process take?

The Province is committed to conducting thorough reviews of applicants and applications in order to ensure that licensed retailers will operate in a safe and lawful manner. A significant number of applications are anticipated, and plans are being put in place to enable the applications to be processed as efficiently as possible.

■ Will there be an application fee?

Yes, each applicant will be required to pay an application fee and a licensing fee. The amount of the fees has not yet been determined. Once the fees have been determined, they will be posted here <https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing/cannabis-regulation>.

Eligibility

■ If I operated an illegal dispensary prior to legalization, am I prohibited from receiving a licence to operate legally?

Having operated an illegal dispensary will not, on its own, exclude you from being considered for a licence. All applicants will be assessed using the same evaluation criteria, including background checks and local government support. Persons who have operated dispensaries prior to legalization will not receive preferential treatment in the provincial application process.

■ Does having a record of criminal activity exclude me, or a shareholder in my company, from obtaining a non-medical cannabis retail licence?

Having a record of criminal activity will not necessarily exclude you from obtaining a licence. As part of the required background check, police/criminal records will be examined on a case by case basis and evaluated in relation to their relevance to the application and the recentness of the activity or offence(s) committed. For example, low risk criminal activity may not exclude a person from becoming a licensee whereas associations with organized crime will exclude a person from becoming a licensee.

■ **I already have a liquor and/or tobacco licence. Am I automatically allowed to sell non-medical cannabis at my liquor store?**

No, you must apply for a non-medical cannabis retail licence. In addition, if you are granted a licence, you will be required to operate the non-medical retail cannabis store in a completely separate business location from any liquor and/or tobacco sales.

■ **If I, a family member, or a business partner, have an interest in a federally licensed producer or processor, can I be considered for a retail licence?**

Yes, a person or company may have an interest in both a producer and a retailer. However, the LCLB will place restrictions on the business relationship between the producer and the retailer. Where there is a close association (financial or otherwise) between a licensed producer and a non-medical cannabis retail business, the retail business will be prohibited from selling any products from the licensed producer. This restriction ensures that the market remains diverse and larger participants do not consolidate and control the market. The Province may create exceptions in the future to support micro-producers.

Application: Required Information

■ **Will I have to undergo a background check?**

Yes, you will be required to consent to a background check in order to be considered for a licence. Policy work is currently underway to determine which members of a corporation, partnership, or other legal business will be required to undergo a background check.

■ **What kind of information do I need to supply to the Province about my company?**

Depending on the type of entity your company is (corporation, partnership, society, etc.) the application system will prompt you to supply the related documents and names of partners, shareholders, directors, officers, and/or senior management.

■ **What information do I have to provide about my proposed location?**

You will need to provide the parcel identifier number (PID), proof of ownership or a copy of a fully executed lease that does not expire for at least 12 months from the date of licence approval, and a floor plan. If additional information is necessary it will be requested during the application process.

■ **Does my store have to be a certain distance from schools or other retailers?**

The Province will not impose distance requirements for non-medical cannabis retailers. However, local governments will have the authority to impose additional requirements. Therefore, you should inquire with your local government about local requirements before committing to a location.

■ **Are there any rules about what I can name my store?**

Your store name must be approved by the LCLB. The name of your store cannot be misleading as to what type of business you operate. As a non-medical cannabis retailer, you cannot choose a name that would lead people to believe you are a provider of medical cannabis. For example, the words “pharmacy”, “apothecary”, and “dispensary” all have meanings linked to the selling of medicines, so these words cannot be used in association with a non-medical cannabis store.

You must also comply with federal legislation and regulations respecting advertising and promotion.

Application: Local Government Requirements

The Province will permit local governments to decide whether they wish to have a non-medical cannabis retail store in their community. For the Province to issue a licence, applicants must have the support of the local government in the community where the proposed store would be located.

■ **What is the process for obtaining local government support?**

The local government must ask residents in the vicinity of the proposed retail location to comment on how the store would impact the community. The local government must consider this public input when deciding whether or not to support the application and must notify the LCLB of their decision by way of a council resolution.

■ **Can I get local government support in advance of the provincial application?**

The Province is working with local governments and the Union of B.C. Municipalities to develop the application process, including what information local governments will need to have in order to provide informed comments on the application. Further details will be announced once they are available. In the interim, it is recommended you check with your local government to ensure that you meet any criteria that are specific to your jurisdiction and to ensure that proper zoning is in place.

■ **Do public stores have to go through the local government process?**

Yes, public stores must also have local government support.

Licences

To sell non-medical cannabis in British Columbia, retailers will be required to obtain a licence from the Province. There will be two types of retail licences for:

- ▶ self-contained cannabis stores, and
- ▶ stores in rural communities.

■ **Will there be a cap on the number of non-medical cannabis retail licences issued in B.C.?**

The Province is not capping the number of licences issued. However, local governments will have the authority to make local decisions based on the needs of their communities. This means that some local governments may choose not to allow retail cannabis stores, while others may choose to cap the number of stores that are permitted to operate within their jurisdiction.

■ **I only want to sell medical cannabis; can I apply for a medical cannabis retail licence?**

No, medical cannabis will continue to be sold online by federally licensed producers only. However, like other Canadians, medical users will be able to buy cannabis from retailers of non-medical cannabis.

The federal government has committed to conducting a review of the medical cannabis system in five years.

■ **Will there be any restrictions on where a non-medical cannabis retail outlet can be located?**

The Province is not regulating the location of stores. However, local governments may choose to do so. For example, local governments may set requirements about the proximity of a store to another cannabis store, schools, daycares or other places.

■ **Will the Province be licensing consumption lounges?**

No, not at this time. The Province is focussed on introducing a safe and responsible retail non-medical cannabis sector; consideration will be given to other types of licences at a later date.

■ **Will sales of non-medical cannabis be permitted at outdoor festivals and other events?**

Initially, non-medical cannabis sales will only be permitted at the licenced retail site. Offsite sales may be considered in the future.

Operations

Provincial and federal governments are committed to ensuring that non-medical cannabis is sold in a lawful, responsible manner. To this end, a range of requirements will be put in place; from who a retailer can buy product from, to who may enter a store, to what type of products may be sold.

Operations: Physical store

■ **Are there any rules about the physical layout or construction of my store?**

To protect youth, the federal government requires that cannabis products must not be visible from outside your store. There will be many different ways for you to achieve this requirement (e.g. window designs). In addition, please remember that you must comply with federal requirements respecting advertising and promotion.

■ **Are there any security requirements for my location?**

You have a strong incentive to secure your premises both during and after operating hours to protect your inventory from theft. The Province is considering what security requirements will be necessary. In addition, local governments may also choose to impose security requirements.

■ **Can I sell non-medical cannabis as part of another business such as a liquor store or pharmacy?**

Not at this time. The Province may consider exceptions in the future, but for now, your non-medical cannabis retail store must be a self-contained business.

There will be exceptions for rural stores, similar to rural liquor stores. The criteria for determining rural areas are currently under development.

Operations: General

■ Can minors enter my store?

No. Unlike liquor stores, where minors are permitted if they are accompanied by a parent or guardian, minors must not enter your cannabis retail store.

There will be exceptions for rural stores to allow entrance by minors. The criteria for determining rural areas are under development.

■ What hours can I be open?

Cannabis retail stores can operate between 9 am to 11 pm unless further restrictions are put in place by your local government.

■ Are there any rules around pricing?

Policy work is ongoing and information on pricing will be made available as soon as possible.

■ Is there a limit on how much non-medical cannabis I can sell to a person?

The proposed federal *Cannabis Act* prohibits an individual from possessing in a public place a total amount of non-medical cannabis, in any authorized form, that is equivalent to more than 30 grams of dried cannabis. Non-medical cannabis must not be sold in amounts greater than this.

This means that if you sell different forms of non-medical cannabis to a single customer, the combined total amount sold must not exceed the equivalent amount of 30 grams of dried cannabis.

Equivalent amounts to 30 grams of dried non-medical cannabis for other cannabis products are listed in Schedule 3 of the proposed federal *Cannabis Act*.

■ Can I sell products online?

No, only the public retailer will be permitted to sell non-medical cannabis products online at this time. Consideration may be given to allowing private online sales in the future.

■ Can people consume non-medical cannabis in my store?

No. Consumption of any kind will not be permitted in the store, and providing samples will not be permitted.

■ Can I deliver my products?

No, retailers will not be permitted to offer a delivery service.

■ Do my employees and/or I need any special training or background checks?

In collaboration with industry, the Province will develop a mandatory training program for non-medical cannabis retail employees, which will be implemented over time. The Province will also be developing a registration requirement for employees which will include background checks. Details of this program are still being developed. Information will be provided as soon as that work is complete.

■ **Where do I have to store my inventory?**

All cannabis products will be required to be stored at your retail site. No offsite storage will be permitted.

■ **Will I be required to have a certain product tracking/inventory control system?**

The federal government has committed to creating a national seed-to-sale tracking system. This is currently under development and more information on retailers' responsibilities in relation to this system will be announced as it becomes available.

■ **Can I advertise my product?**

The federal government is regulating the advertisement of cannabis under the proposed *Cannabis Act* (Bill C-45). See the "Further Resources" section at the end of this document for a link to the Bill.

■ **Can my store sponsor events or teams?**

The federal government is regulating sponsorship under the proposed *Cannabis Act* (Bill C-45). See the "Further Resources" section at the end of this document for a link to the Bill.

Supply

■ **How do I obtain non-medical cannabis to sell in my store?**

The LDB will be the only source of legal wholesale non-medical cannabis. Retailers will not be permitted to purchase any cannabis products directly from licensed producers or any other source.

■ **Can I make financial arrangements with federally licensed producers?**

You cannot accept or request any inducement from a producer. This means you must not:

- ▶ pay money to secure access to a supplier's product;
- ▶ request money from a supplier in return for providing benefits such as preferential shelf space;
- ▶ accept money in exchange for agreeing not to stock a competitor's product.
- ▶ make agreements that give a retailer exclusive access to a producer's product, or product line.

■ **What types of non-medical cannabis can I sell?**

You can sell dried cannabis, cannabis oils and seeds that comply with federal requirements.

■ **Can I sell edibles?**

No, the proposed federal *Cannabis Act* does not permit the commercial production of edibles at this time. Therefore, you cannot legally sell them. The federal government has stated that edibles will be regulated within 12 months of legalization.

■ **What else can I sell besides dried cannabis and cannabis oil?**

You may sell “cannabis accessories,” as defined in the proposed federal *Cannabis Act*:

“Cannabis accessory” means a thing, including rolling papers or wraps, holders, pipes, water pipes, bongs and vaporizers that is represented to be used in the consumption of cannabis or a thing that is represented to be used in the production of cannabis.

You cannot sell snacks, tobacco or other non-cannabis related items.

■ **What format will cannabis products be distributed in?**

LDB will distribute pre-packaged product only, with labelling compliant with federal standards, in ready-to-sell formats (no bulk products). The product brands belong to the licensed federal producers.

Retailers will not be authorized to re-package the product with their own branding. Information about specific size formats will be confirmed at a later date.

Inspections and Compliance

To ensure that non-medical cannabis is being sold in a lawful and responsible manner, the Province will establish a compliance program that will include education, inspection and enforcement activities. The focus will be on encouraging voluntary compliance.

■ **How often will I be inspected?**

Your store will be inspected at least once annually and any time the LCLB investigates a complaint about your store.

■ **What happens if I am found to be out of compliance?**

If an inspector observes a contravention of the provincial legislation at your establishment, you will be issued a Contravention Notice and the inspector may recommend enforcement action. Penalties for contraventions are under development, but could include a monetary penalty or a licence suspension or cancellation. There will be a reconsideration process for licensees that wish to challenge the result of an enforcement hearing.

■ **Can the police enter and inspect my store?**

Yes, police can enter and inspect your store to ensure you are operating in compliance with the legal requirements.

■ **What should I do with any product I have obtained from unlicensed sources?**

Once you have been issued your licence you must not sell cannabis obtained from a source other than the LDB.

Rural Areas

The Province is aware that it may be necessary to introduce special provisions for rural areas in order to provide access to non-medical cannabis to rural populations.

- **Can an existing business in a rural area be authorized to sell non-medical cannabis, like they are for liquor?**

The Province is considering this possibility because a self-contained non-medical cannabis retail store may not be a viable business in some rural areas.

- **Will the rural agency store model (RAS) used for liquor be used for cannabis?**

Many of the operational requirements of the RAS model used for liquor may be applied to non-medical cannabis. However, the Province is still evaluating how to best meet the need for rural access.

- **If I operate a RAS, will I automatically be able to sell non-medical cannabis?**

No, if a current RAS operator is interested in retailing non-medical cannabis, they will be required to apply for a licence specifically for non-medical cannabis.

Further Resources

Bill C-45 the draft federal Act can be found here <http://www.parl.ca/LegisInfo/BillDetails.aspx?billId=8886269>

Contact information: cannabisregs@gov.bc.ca

ATTACHMENT 2

**REGIONAL DISTRICT OF NANAIMO
AMENDMENT BYLAW NO. 1259.12**

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO
PLANNING SERVICES FEES AND CHARGES BYLAW NO. 1259, 2002**

WHEREAS the Board of the Regional District of Nanaimo wishes to amend “Regional District of Nanaimo Planning Services Fees and Charges Bylaw No. 1259, 2002”:

THEREFORE IT BE RESOLVED that the Board of the Regional District of Nanaimo, in open meeting assembled enacts as follows:

- A. This Bylaw may be cited as "Regional District of Nanaimo Planning Services Fees and Charges Amendment Bylaw No. 1259.12, 2018".
- B. The “Regional District of Nanaimo Planning Services Fees and Charges Bylaw No. 1259, 2002” is hereby amended as follows:
 1. By adding the following immediately following **Part 4, Section 2. g)**:
 - h) Where an application is submitted for a Non-Medical Cannabis Retail Licence, an advertising deposit in the amount of \$1,000 is required at the time of submission.
 2. By deleting the text following **Part 5, Section 6, Land Use Confirmation Letters** and replacing it with the following:
 - a) The fee for a land use confirmation letter shall be \$40.
 - b) The fee for a land use confirmation letter for a notice about an application to be a licensed producer of cannabis shall be \$500.
 3. By amending the name of **Part 5, Section 7**, as follows:

Liquor and Cannabis Retail Licence Applications
 4. By adding the following immediately following **Part 5, Section 7. d)**:
 - e) The fee for a Non-Medical Cannabis Retail Licence shall be \$4,000.

Introduced and read three times this __ day of ____ 2018.

Adopted this __ day of ____ 2018.

CHAIR

CORPORATE OFFICER

TO: Electoral Area Services Committee **MEETING:** March 13, 2018
FROM: Melissa Tomlinson **FILE:** 2240-20 ESS
Special Projects Coordinator, Emergency
Services
SUBJECT: Reception Centre License of Use Agreement Renewals

RECOMMENDATIONS

1. That the Regional District of Nanaimo renew agreements for Emergency Reception Centre License of Use Agreements for a five year term commencing April 1, 2018 and ending March 31, 2023, with:
 - a. the Cedar Community Association
 - b. the Cranberry Fire Protection District
 - c. the Gabriola Senior Citizens Association
 - d. the Nanoose Bay Activity & Recreation Society
 - e. the Arrowsmith Agricultural Association
 - f. the Lighthouse Community Centre Society; and
 - g. the Bowser and District Branch (211) of the Royal Canadian Legion.

SUMMARY

There are currently Reception Centre License of Use Agreements in place between the Regional District of Nanaimo (RDN) and the Gabriola Senior Citizens Centre (Rollo Centre), the Gabriola Community Association, Bowser and District Branch (211) of the Royal Canadian Legion, Cedar Community Association, Lighthouse Community Centre Society, Nanoose Bay Activities & Recreation Society, the Cranberry Fire Protection District (Cranberry Hall) and the Arrowsmith Agricultural Association (Coombs Fairgrounds). Staff is recommending the RDN renew these agreements, with the exception of the Gabriola Island Community Hall Association for another 5-year term.

The Gabriola Island Community Hall Association had been the Reception Centre for the south end of Gabriola Island for several years, and has a License of Use Agreement that expires March 31, 2018. The Community Hall will be undergoing renovations in the summer and it remains without an emergency back-up generator. Options are being reviewed for an alternate Gabriola South Reception Centre and the Gabriola Island Community Hall Association License of Use Agreement will not be renewed at this time. While an alternate Reception Centre is found for the south end of Gabriola Island, the Rollo Centre remains the primary Reception Centre for residents in the event of an emergency.

The RDN purchased and installed Emergency Generators at the Gabriola Rollo Centre, Cedar Community Hall, Lighthouse Community Centre, and the Coombs Fairgrounds. Terms of use for these Emergency Generators were not included in the previous agreements and so terms of use have been added to the agreement renewals. Terms of maintenance have also been added to the Bowser Legion, Cranberry Hall, and Nanoose Bay Activities & Recreation Society as they own their own emergency generators and the RDN will provide a stipend to assist with annual inspection and maintenance costs.

BACKGROUND

Local authorities are obligated under the *Emergency Program Act* to plan for, respond to and to recover from emergencies or disasters. The provision of Reception Centres to receive and assist evacuees is a key component of the response and recovery phases. The Reception Centre functions as a place where evacuees can receive assistance from Emergency Support Services (ESS) volunteers when they are displaced from their homes. The types of assistance provided by ESS are registration, referrals for accommodations, food and incidentals, family reunification and event information. A Reception Centre is a location where some or all of these services can be provided depending on the nature of the event.

Over the years, the RDN has established eight (8) Reception Centres throughout the Electoral Areas via License of Use Agreements. Within District 69, the Oceanside ESS team has access to three additional Reception Centres within the City of Parksville and the Town of Qualicum Beach. Having multiple designated Reception Centres across the region allows the ESS teams to respond to an emergency as quickly and efficiently as possible.

With the current License of Use Agreements expiring on March 31, 2018 it is necessary for the Regional District to renew these agreements for another period of five years.

ALTERNATIVES

1. Approve the Reception Centre License of Use Agreement to ensure continued use as Reception Centres during an emergency or disaster.
2. Provide alternative direction to staff.

FINANCIAL IMPLICATIONS

The License fee per agreement is \$5.00 for the five (5) year term, payable in advance. Reception Centre operational supplies, including emergency generator maintenance are considered annually through the Emergency Services budget and total \$9,600 for 8 Reception Centres.

STRATEGIC PLAN IMPLICATIONS

The agreements under consideration are within the focus of the RDN for service and organizational excellence. As the Emergency Services are viewed as core elements of community safety, providing and facilitating Reception Centre locations for Emergency Social Services within the community supports this focus of the RDN strategic plan.

These 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.



Melissa Tomlinson
mtomlinson@rdn.bc.ca
February 26, 2018

Reviewed by:

- J. Wilson, Manager, Emergency Services
- D. Pearce, Director, Transportation & Emergency Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. Attachment 1 – Cedar Reception Centre Agreement
2. Attachment 2 – Cranberry Reception Centre Agreement
3. Attachment 3 – Gabriola Reception Centre Agreement
4. Attachment 4 – Nanoose Reception Centre Agreement
5. Attachment 5 – Arrowsmith Reception Centre Agreement
6. Attachment 6 – Lighthouse Reception Centre Agreement
7. Attachment 7 – Bowser Reception Centre Agreement

Attachment 1 – Cedar Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

CEDAR COMMUNITY ASSOCIATION
2388 Cedar Rd.
Cedar, BC V9X 1K3
(herein called the “Association”)

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

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

Lot 1
Section 9
Range 2
Cedar District
Plan 2791

(the “Lands”)

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

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

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

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

3. LICENSE FEE

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

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

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

6. STANDBY EMERGENCY GENERATOR

(a) The Regional District shall at all times remain the owner of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The Regional District reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building, during non-emergency related power failures.

- (c) The Regional District reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. NOTICES

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

- (a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

- (b) if to the Regional District:

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

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

10. REGULATIONS

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

11. RENEWAL

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

12. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

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

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

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the CEDAR COMMUNITY ASSOCIATION

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

Attachment 2 – Cranberry Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

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

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

(the “Lands”)

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

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

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

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

3. LICENSE FEE

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

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

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

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The Regional District will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. NOTICES

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

(a) if to the CFPD:

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

(b) if to the Regional District:

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

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

10. REGULATIONS

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

11. RENEWAL

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

12. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

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

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

For the REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

_____)
Phyllis Carlyle) (Seal)
Chief Administrative Officer)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the CRANBERRY FIRE PROTECTION DISTRICT
by its authorized signatories:

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

Attachment 3 – Gabriola Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

GABRIOLA SENIOR CITIZENS ASSOCIATION
681 North Rd.
Gabriola Island, BC V0R 1X0
(herein called the “Association”)

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

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

Lot 1
Section 19
Gabriola Island
Nanaimo District
Plan VIP 53159

(the “Lands”)

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

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

1. **RIGHT TO OCCUPY**

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

2. **RESERVATION OF RIGHTS**

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

3. **LICENSE FEE**

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

4. **TERM**

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. **CONSTRUCTION**

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

6. **STANDBY EMERGENCY GENERATOR**

(a) The Regional District shall at all times remain the owner of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The Regional District reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building, during non-emergency related power failures.

- (c) The Regional District reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

6. **INSURANCE**

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

7. **INDEMNIFICATION**

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

8. **NOTICES**

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

- (a) if to the Association:

2388 Cedar Rd.
Cedar, BC V9X 1K3

- (b) if to the Regional District:

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

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

9. **REGULATIONS**

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

10. **RENEWAL**

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

11. **MISCELLANEOUS**

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

12. **INTERPRETATION**

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

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

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the GABRIOLA SENIOR CITIZENS ASSOCIATION

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

Attachment 4 – Nanoose Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

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

Lot 2,
District Lot 6
Nanoose District
Plan 50996

(the “Lands”)

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

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

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

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

3. LICENSE FEE

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

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

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

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The Regional District will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. NOTICES

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

(a) if to the Society:

2925 Northwest Bay Rd.
Nanoose, BC V9P 9J9

(b) if to the Regional District:

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

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

10. REGULATIONS

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

11. RENEWAL

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

12. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

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

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

For the REGIONAL DISTRICT OF NANAIMO

by its authorized signatories:

_____)
Phyllis Carlyle) (Seal)
Chief Administrative Officer)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the NANOOSE BAY ACTIVITIES & RECREATION SOCIETY

by its authorized signatories:

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

Attachment 5 – Arrowsmith Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the ____ day of _____, 2018.

BETWEEN:

ARROWSMITH AGRICULTURAL ASSOCIATION
1014 Ford Road
Coombs, BC V0R 1M0

(herein called the “Association”)

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(herein after called the “Regional District”)

OF THE SECOND PART

WHEREAS:

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

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

(the “Lands”)

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

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

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

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

3. LICENSE FEE

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

4. TERM

The Term of the License granted under this Agreement shall be four (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

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

6. STANDBY EMERGENCY GENERATOR

(a) The Regional District shall at all times remain the owner of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The Regional District reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building, during non-emergency related power failures.

- (c) The Regional District reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. NOTICES

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

- (a) if to the Association:

Box 195, Coombs BC V0R 1M0

- (b) if to the Regional District:

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

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

10. REGULATIONS

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

11. RENEWAL

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

12. MISCELLANEOUS

- a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

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

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

For the REGIONAL DISTRICT OF NANAIMO

_____)
)
)
) (Seal)
Phyllis Carlyle)
Chief Administrative Officer)
)
)
_____)
Jacquie Hill)
Manager, Administrative Services)

For the ARROWSMITH AGRICULTURAL ASSOCIATION

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

Attachment 6 – Lighthouse Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

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

OF THE FIRST PART

AND:

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

OF THE SECOND PART

WHEREAS:

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

Lot 1,
District Lot 32
Newcastle District
Plan 42674

(the “Lands”)

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

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

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

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

3. LICENSE FEE

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

4. TERM

The Term of the License granted under this Agreement shall be five (5) years of commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

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

6. STANDBY EMERGENCY GENERATOR

(a) The Regional District shall at all times remain the owner of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building for purpose of supporting an Emergency Reception Centre. The Regional District reserves to itself the right to access, service, maintain fuel, test and operate any standby emergency generator installed, and shall be responsible for all costs associated with installation, maintenance, servicing, fuel and removal of the same.

(b) The Association shall have the benefit of incidental use of any standby emergency generator installed by the Regional District and attached to the electrical system of the Association building, during non-emergency related power failures.

(c) The Regional District reserves to itself the right and sole discretion to set the standby emergency generator to function automatically upon loss of power to the Association building, or alternatively to require manual start-up of the generator.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. NOTICES

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

(a) if to the Society:

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

(b) if to the Regional District:

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

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

10. REGULATIONS

The Regional District will indemnify the Society from all lawsuits, damages, loss, costs or expenses the Society may incur by reason or non-compliance by the Regional District with any legal requirements. The Regional District acknowledges and agrees that in the event that the Lands or any building, structure or improvement on the Lands is damaged while the Regional

District is exercising its rights to use the Lands under this Agreement, then the amount of the cost of repair, restoration shall be a debt due from the Regional District to the Society.

11. RENEWAL

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

12. MISCELLANEOUS

- (a) This Agreement shall not be interpreted as granting any interest in the Lands to the Regional District.
- (b) Waiver of any default by a party shall not be interpreted or deemed to be a waiver of any subsequent default.

13. INTERPRETATION

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

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

For the REGIONAL DISTRICT OF NANAIMO

by its authorized signatories:

_____)	
Phyllis Carlyle)	(Seal)
Chief Administrative Officer)	
)	
)	
)	
_____)	
Jacquie Hill)	
Manager, Administrative Services)	

For the LIGHTHOUSE COMMUNITY CENTRE SOCIETY

by its authorized signatories:

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

Attachment 7 – Bowser Reception Centre Agreement

LICENCE OF USE

THIS AGREEMENT dated for reference the _____ day of _____, 2018.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Rd.
Nanaimo BC V9T 6N2

(herein after called the “RDN”)

OF THE FIRST PART

AND:

BOWSER AND DISTRICT BRANCH (211) OF THE ROYAL CANADIAN LEGION

7035 West Island Highway
Bowser BC V0R 1G0

(herein called the “Legion”)

OF THE SECOND PART

WHEREAS:

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

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

(the “Lands”)

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

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

1. RIGHT TO OCCUPY

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

2. RESERVATION OF RIGHTS

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

3. LICENSE FEE

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

4. TERM

The Term of the License granted under this Agreement shall be five (5) years commencing on the 1st day of April, 2018 and ending on the 31st day of March, 2023.

5. CONSTRUCTION

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

6. STANDBY EMERGENCY GENERATOR

The Association shall at all times remain responsible for the maintenance, service and fuel of the generator. The RDN will reimburse the Association for costs incurred for service, maintenance, and fuel for the generator in the form of a stipend, these costs are not to exceed \$1500 annually unless mutually agreed upon.

7. INSURANCE

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

8. INDEMNIFICATION

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

9. NOTICES

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

(i) to the Legion:
7035 West Island Highway
Bowser BC V0R 1G0

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

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

10. REGULATIONS

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

11. RENEWAL

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

12. MISCELLANEOUS

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

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

13. INTERPRETATION

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

TO: Electoral Area Services Committee **MEETING:** March 13, 2018
FROM: Jon Wilson
 Manager of Emergency Services **FILE:** 2240 20 CFSA
SUBJECT: Cranberry Fire Service Agreement

RECOMMENDATION **Please note: The recommendation was varied by the Committee**

That the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area 'A'.

SUMMARY

The Cranberry Fire Protection District (Fire District) provides fire protection services under contract to the Regional District of Nanaimo, for the properties within the boundaries of the Cassidy Waterloo Fire Protection Service area (Fire Service Area). The last renewal of the service agreement commenced in 2012 and expired on March 31, 2017. At that time, the Fire District approached the Regional District of Nanaimo requesting fees for service be reviewed due to increased costs to provide the service. That review has been completed and updated fees and terms of service have been proposed within the renewal agreement. The term of the agreement is recommended to be three years with two, one year extensions upon mutual agreement of both parties.

BACKGROUND

The Fire District provides fire protection and first responder services to approximately 690 properties in the Cassidy area, many of which are modular homes in modular home parks. The Regional District has a small two bay fire hall in the area called the Hallberg Fire Hall and in 2009/2010 purchased two new firefighting vehicles for the hall to support fire protection for the Cassidy Waterloo area. The Fire District is responsible for all aspects of day to day operations, including volunteer recruitment and training, fire planning and vehicle and building maintenance. The Regional District budgets for and pays directly the costs of operating the building such as electricity and maintenance, fuel and vehicle repairs, uniforms for volunteers stationed at the hall and equipment purchased for the vehicles and firefighters responding from the hall. The Fire District provides all training and administrative support for fire protection services.

Staff have been corresponding with the Fire District regarding terms for a new agreement and the Fire District has agreed to the terms outlined in the attached proposed agreement.

The agreement contains the following changes:

1. An initial term to March 31, 2020 with two (2) additional one year term upon the mutual agreement of both parties, ending on March 31, 2022.
2. The fees for provision of fire service have been adjusted and are detailed in the Financial Implications section of this report.
3. The fees will be reviewed on or about August 30th every year taking into consideration whether there has been a significant change in the cost of operations or efforts required to provide the fire protection service. This is a change in date of review (from November 30th) to align with budget preparations.
4. Twice annually (mid-year and year end), the Fire District and the Regional District shall meet and the Fire District shall provide a report covering the activities of the Fire District, year to date, for that year. The report shall cover at a minimum the following:
 - a. expenses of the Fire District compared to budget;
 - b. summary of recruitment, training and public education activities;
 - c. report on type and quantity of emergency responses in the Fire District and the properties.
5. Terms and conditions to require the Fire District to comply with all regulatory and statutory requirements applicable to the provision of services, including minimum standards for declared "Playbook" service levels.
6. Revised language to establish the use of the fire hall and equipment under a "Licence of Use" agreement.

Since April 2017, the Cranberry Fire Protection District has acted in good faith and continued to provide fire protection to the Cassidy Waterloo Fire Protection Service area, while terms of a new agreement were negotiated. The Cranberry Fire Protection District has continually demonstrated a conscientious and sincere approach to providing fire protection and first responder services to the Regional District's service area. Staff recommend approving the new contract as presented.

Upon approval of the new agreement, the Agreement will be completed with the Fire District.

ALTERNATIVES

1. That the Cranberry Fire Service Agreement be approved for renewal for continued provision of fire protection services covering the Cassidy Waterloo Fire Services area within Electoral Area 'A'.
2. That the Board provide alternative direction.

FINANCIAL IMPLICATIONS

In the last agreement between the RDN and the Fire District (2012 to 2016), the fees for provision of fire service started at \$39,500, and increased \$1,000 per year, and finished at \$43,500 in 2016.

The fees for provision of fire service to the Cassidy Waterloo Fire Protection area will commence at \$50,900 and increase by 5% annually to 2022. The increase is due to costs associated with a higher training level for the BC Fire Service Playbook Playbook.

a. 2017	\$50,900
b. 2018	\$53,450
c. 2019	\$56,125
d. 2020	\$58,925 (1 st one year renewal, subject to mutual agreement)
e. 2021	\$61,875 (2 nd one year renewal, subject to mutual agreement)

The proposed fee amounts for the agreement have been incorporated into the 2018-2023 5 Year Financial Plan.

STRATEGIC PLAN IMPLICATIONS

Participating in an agreement with the Cranberry Fire Protection District for continued fire protection coverage in the Cassidy Waterloo Fire Protection Service area will address RDN Strategic Priority of supporting Emergency Services as a core element of community safety.



Jon Wilson
jwilson@rdn.bc.ca
February 28, 2018

Reviewed by:

- D. Pearce, Director, Transportation and Emergency Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. Cranberry Fire Service Agreement

Attachment 1 - Cranberry Fire Service Agreement

FIRE SERVICES AGREEMENT

THIS AGREEMENT made this _____.

BETWEEN:

CRANBERRY FIRE PROTECTION DISTRICT

1555 Morden Road
Nanaimo, BC V9X 1S2

(hereinafter called the "**Fire District**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(hereinafter called the "**Regional District**")

OF THE SECOND PART

WHEREAS:

- A. The Fire District is authorized by Order in Council No. 371, dated March 30, 2005, to enter into contracts to provide Fire Protection and Emergency Response Services on behalf of other entities;
- B. The Regional District is authorized by its Bylaw No. 1388 and subsequent amendments, to provide Fire Protection Services to properties within the boundaries of the Cassidy Waterloo Fire Protection Service, as shown on the map attached as Schedule 'A' to this Agreement (the "**Properties**");
- C. The Regional District is the registered owner in fee simple of lands (the "**Lands**") legally described as:

PID 002-706-831

Lot 32, District Lot 7, Bright District, Plan 25967;

- D. The Regional District has constructed a building on the Lands for use as a firehall (the "**Building**") and the Lands and Building are, and shall remain the property of the Regional District, its successors and assigns;
- E. The Regional District has purchased and placed in the Building certain firefighting Equipment for the purposes of providing fire protection and emergency response services to the Properties; and

- F. The Parties wish to provide for the use of the Land and Equipment for the purposes of providing Fire Protection Services and Emergency Response Services to the Properties upon the terms and conditions set out herein.

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

1.0 DEFINITIONS

- (a) **"Equipment"** means the equipment listed in Schedule 'B' to this Agreement, including the Vehicles;
- (b) **"Fire Protection Services"** means professional fire protection services, including but not limited to:
 - i. structural fire suppression;
 - ii. response to all dispatched fire alarms;
 - iii. hazardous material handling;
 - iv. public education programs;
 - v. fire prevention inspection;
 - vi. building permit process plan review;
 - vii. fire investigation; and
 - viii. local assistant fire commissioner duties as described in the *Fire Services Act*, R.S.B.C. 1996, c. 144,
- (c) **"Emergency Response Services"** means vehicle extrication, first responder medical services, road rescue and related activities; and
- (d) **"Services"** means Fire Protection Services and Emergency Response Services.
- (e) **"Vehicles"** means the vehicles listed in Schedule 'B' to this Agreement.

2.0 TERM, TERMINATION AND PAYMENT

- 2.1 The Fire District hereby agrees to provide the Services to the Properties, for a period beginning on or after April 1, 2017 and ending on March 31, 2020 for a three year term (the **"Term"**). This Agreement may be extended for two additional one year terms, upon the mutual agreement of the Parties, ending on March 31, 2022.

2.2 The Regional District and the Fire District agree to work cooperatively and within the resources available to the Regional District, to provide the Vehicles and Equipment to be located at the Lands over the Term of this Agreement.

2.3 In consideration and payment for the Services to be rendered as provided for herein, the Regional District agrees to pay to the Fire District the following amounts:

2017 \$50,900.00;

2018 \$53,450.00; and

2019 \$56,125

2020 \$58,925 (1st one year renewal, subject to mutual agreement)

2021 \$61,875 (2nd one year renewal, subject to mutual agreement)

(the "**Fee Schedule**").

2.4 Notwithstanding section 1.0(a) to (c), the Parties agree that on or before August 30th each year, the Fee Schedule in section 2.3 shall be reviewed by the Parties. The review will consider whether there has been a significant change in the number of emergency responses and effort required to provide the Services as outlined in this Agreement (a "**Significant Change**"). A revised Fee Schedule if mutually agreed upon will be communicated in writing and will replace the Fee Schedule in section 2.3. If the Parties are unable to agree on a revised Fee Schedule, the Fee Schedule shall remain as stated in section 2.3.

2.5 The amount payable by the Regional District shall be paid in two installments annually, which are payable in April and October of each year at the end of the respective month.

3.0 SERVICES TO BE PROVIDED

3.1 The Fire District agrees when providing the Services to the Properties, it will provide at least the same level of service as it provides to properties within the Fire District. Notwithstanding the foregoing, the Fire District shall ensure that:

(a) it is equipped and that its staff have completed the appropriate training identified in the British Columbia Fire Services Minimum Training Standards Structure Firefighters Competency and Training Playbook (the "**Playbook**") for the Fire District to achieve and maintain a minimum level of Exterior Operations, as that term is defined in the Playbook;

(b) it abides by all enactments that apply to the provision of the Services, including all applicable bylaws of the Regional District, as amended or replaced from time to time;

(c) it maintains records of all training it conducts for any firefighters that are used to provide the Services, and shall make those records available to the Regional District upon request;

- (d) it abides by all policies of the Regional District that govern the manner in which the Services are to be provided, or that specify the level of the Service, as such policies may be amended or replaced from time to time;
 - (e) it abides by the standard of the fire fighting and emergency services for volunteer fire departments generally accepted in the Province of British Columbia; and
 - (f) it abides by the requirements of the *Workers Compensation Act* and the Occupational Health and Safety Regulation under that Act.
- 3.2 The Regional District hereby makes available to the Fire District, for the initial Term and subsequent renewals of the Term of this Agreement, the Lands, Building and Equipment for the purposes of providing the Services to the Properties. The intent of this section is that the Fire District may use any combination of its own equipment and the Equipment provided by the Regional District to provide Fire Protection Services and Emergency Response Services within the Fire District as well as to the Properties.
- 3.3 In addition to the Equipment available at the Building, the Fire District will use their best efforts to make its equipment and vehicles available for response to any fire or emergency within the Properties with a sufficient number of personnel who are at all relevant times, ready, willing, trained and able to accompany such equipment and vehicles and use their best efforts to extinguish any fire or respond to any emergency within the Properties.
- 3.4 The Fire District will ensure that the location of its fire hall and the phone numbers to be used in order that prompt notification can be given where necessary of the occurrence of a fire or other emergency are widely publicized within the Properties.
- 3.5 The Fire District shall keep the Equipment purchased by the Regional District at the Building when not in use by the Fire District, for fire protection, emergency response, training and/or maintenance purposes, unless the Fire District has received written authorization from the Regional District.
- 3.6 The Fire District shall have full and unfettered access to, and use of the Building and Equipment owned by the Regional District in order to provide Fire Protection and Emergency Response Services, whether the response is within the boundaries of the Fire District or within the Properties.
- 3.7 The Regional District shall at all times have and retain title to the Equipment. The Fire District shall have no right, title or interest in the Equipment other than the right to use the Equipment in accordance with the terms of this Agreement.
- 3.8 The Fire District shall cooperate with the Regional District in the enforcement of any warranties relating to the Equipment, and, if necessary, the Regional District shall appoint the Fire District as its agent for the purpose of such enforcement.

- 3.9 The Fire District shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the commencement of this Agreement, reasonable wear and tear only accepted, and in a fully operative condition in conformity with any recommendations for maintenance or otherwise that may from time to time be made by any manufacturer or seller of the Equipment and in conformity with all applicable laws, orders, rules, regulations and directives of any government departments, boards or authorities.
- 3.10 The Fire District shall provide to the Regional District prompt notice of any damage to or loss of the Equipment or any part of it in accordance with section 15.0 of this Agreement.

4.0 MEETINGS AND REPORTING

- 4.1 During all times in which this Agreement is in effect, the Fire District agrees that the Regional District's representative, shall be entitled to attend all meetings of the Fire District so as to provide advice and liaison between the Fire District and the Regional District.
- 4.2 The Regional District's representative shall provide administrative and other support with respect to this Agreement.
- 4.3 The Fire District and the Regional District shall meet at least twice annually (ie. mid-year and year end) and the Fire District shall provide reports covering the activities of the Fire District with respect to this Agreement, for the year to date reporting period. The report shall cover at a minimum the following:
- (a) expenses of the Fire District compared to budget;
 - (b) summary of recruitment, training and public education activities; and
 - (c) the type and quantity of emergency responses in the Fire District and the Properties.

5.0 RESPONSIBILITY FOR EXPENSES AND MAINTENANCE

- 5.1 It is intended by the Parties that the Lands, Building and Equipment are of no cost or expense to the Fire District during the Term, and, accordingly, the Regional District agrees to pay, whether on its own behalf or on behalf of the Fire District, all costs of every nature and kind relating to the Lands and Equipment.
- 5.2 The Fire District agrees to maintain the Lands and Building in good repair and in a neat and tidy condition and to not do or permit any act or neglect which may in any manner directly or indirectly endanger and person or land in the vicinity of the Lands, damage and land in the vicinity of the Lands, or create become a nuisance or interfere with the comfort of any person occupying land in the vicinity of the Lands.
- 5.3 The Fire District shall provide itemized invoices for repairs and maintenance with respect to the Lands, Buildings and Equipment to the Regional District and the Regional District shall promptly pay the invoices directly or shall reimburse the Fire District as the case may be.

- 5.4 The Fire District shall not construct or place on the Lands any improvements without first obtaining the prior written consent of the Regional District and obtaining all required building or development permits.
- 5.5 The Fire District shall not commit waste on the Lands.
- 5.6 The Fire District shall not deposit or discharge on the Lands any Contaminants as defined in section 7.5(b) of this Agreement.
- 5.7 The Fire District shall provide the Regional District prompt notice of any damage to the Lands or Building or any part of them in accordance with section 15 of this Agreement.

6.0 INSURANCE, RISK AND INDEMNITY

- 6.1 The Fire District agrees to indemnify and save harmless the Regional District, its elected and appointed officers and employees, from any and all claims, suits, actions, costs, fees and expenses of any kind whatsoever brought against or incurred by the Regional District or its elected and appointed officers and employees in any way relating to the Fire District 's use of the Lands, Building, or Equipment, during the Term of this Agreement. Such indemnity shall extend to legal expenses incurred by the Regional District in defending against such liability or alleged liability or in enforcing this right of indemnity.
- 6.2 The Fire District agrees to take out and keep in full force and effect throughout the Term at the expense of the Fire District:
 - (a) comprehensive general liability insurance, including without limitation non-owned automobile insurance, against claims for personal injury, death or property damage howsoever rising out of the operations of the Fire District, whether on the Lands, in the Building or elsewhere, and its use of the Lands and Building, to the limit as may be reasonably required by the Regional District from time to time but, in any case, of not less than Five Million (\$5,000,000.00) Dollars in respect to injury or death to a person or persons and in respect of any one accident concerning property damage. The policy of insurance shall include tenant's legal liability coverage for property damage in the amount of One Million (\$1,000,000.00) Dollars.
- 6.3 The policy or policies of insurance shall name the Regional District as an additional insured, shall include a cross-liability clause and shall be on terms acceptable to the Regional District. The policy or policies shall also provide for notification to the Regional District at least thirty (30) days prior to cancellation. If the Fire District fails to provide the insurance required by this Agreement, it may be provided by the Regional District at the cost of the Fire District.
- 6.4 The Regional District agrees to indemnify and save harmless the Fire District from any and all actions, claims, suits or judgments arising out of or in connection with the performance by the Fire District, or its officers or employees, of the obligations of the Fire District under this Agreement, except where such action, claim, suit or judgment is related to:
 - (a) a negligent act or omission;
 - (b) a breach of this Agreement; or

(c) a willful, fraudulent or illegal act

of the Fire District, its officers or employees.

- 6.5 The Regional District shall, at its sole expense, insure the Building and its contents, whether the contents are owned by the Regional District or the Fire District, at full replacement cost.
- 6.6 Should the Building or Equipment be damaged or destroyed, the Fire District and the Regional District shall work diligently together to pursue any remedies contained in the policies of insurance under this section.
- 6.7 Should the Building or Equipment be damaged or destroyed, the Regional District will repair or replace the Building or Equipment as soon as is practical, given any requirements to make a claim for damages under the policies of insurance held by the Regional District as outlined in this section and/or requirements to obtain financial support under the *Local Government Act*. The Fire District agrees to maintain the Services during any period in which the Building or Equipment are being replaced as a result of damage or destruction.
- 6.8 Where the cause of the damage or destruction under section 6.7 is determined to be due to negligence on the part of the Fire District, the Fire District will be responsible for any difference between the cost to repair or replace the Building or Equipment and any coverage available to the Regional District under its policies of insurance.
- 6.9 The Fire District agrees to comply promptly at its expense with all laws, bylaws, regulations, requirements and recommendations, which may be applicable to the manner of use of the Lands, Building or Equipment, made by any and all federal, provincial, local government and other authorities or association of insurance underwriters or agents and all notices in pursuance of same.
- 6.10 The Fire District agrees to indemnify the Regional District from and against any builder's liens and must, upon the request of the Regional District, immediately cause any registered lien to be discharged from title to the Lands.

7.0 LICENCE OF USE

- 7.1 The Regional District, subject to the performance and observance by the Fire District of the terms, conditions, covenants and agreements contained in this Agreement, and to earlier termination as provided in this Agreement, grants to the Fire District a licence for the Fire District to use the Lands and Building for the purposes of providing the Services and for providing fire protection services within the boundaries of the Fire District and for no other purpose.
- 7.2 This Agreement does not grant any interest in the Lands or Building to the Fire District.
- 7.3 The Regional District hereby reserves, to itself from the grant and covenants made by it to the Fire District in section 7.1 above, the right for the Regional District, its agents, employees, contractors and subcontractors to have full and complete access to the Lands and Building to carry out any operations associated with the Regional District's use of the Lands or Building and to determine whether the Fire District is complying with the terms of this Agreement. The Regional District shall only access the Lands and Building for the purposes of determining whether the Fire District is

complying with the terms of this Agreement at reasonable times, upon twenty-four (24) hours' notice in writing, specifying the time of inspection. If any want or repair shall be found on such examination and notice thereof is given, the Fire District will, within ninety (90) days of the giving of that notice, well and truly repair in accordance with that notice.

7.4 The Regional District hereby warrants and represents to the Fire District that:

- (a) the Regional District has fully disclosed to the Fire District all environmental reports, site assessments, audits, studies, permits, licences and records in the possession or control of the Regional District with respect to the Lands and relating to the Contaminants or Environmental Laws, and, the Regional District has not obtained or performed any environmental reports, site assessments, audits or other studies with respect to the Lands and Equipment except as disclosed in writing to the Fire District; and
- (b) for the purposes of this section:
 - i. "**Contaminants**" means explosives, radioactive materials, asbestos materials, urea formaldehyde, underground or aboveground tanks, pollutants, contaminants, deleterious substances, dangerous goods or substances, hazardous, corrosive or toxic substances, special waste or waste of any kind, or any other substance, the storage, manufacture, disposal, handling, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws; and
 - ii. "**Environmental Laws**" means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over the Lands, now or hereafter in force relating to the environment, health, occupational health and safety, product liability or transportation of dangerous goods, including all applicable guidelines and standards with respect to the foregoing as adopted by any of those governmental authorities from time to time and the principles of common law and equity.

8.0 USE, ASSIGNMENT AND SUBLETTING

- 8.1 The Fire District agrees that it will not assign, mortgage or encumber this Agreement, or sublicense its interest in the Lands or Building, or suffer or permit the Lands or Building or any part thereof to be used by others without the prior written consent of the Regional District in each instance, which shall not be arbitrarily or unreasonably withheld.
- 8.2 In no event shall any assignment or sub-licencing to which the Regional District may have consented, release or relieve the Fire District from its obligations to fully perform all the terms, covenants and conditions of this Agreement on its part to be performed.
- 8.3 In the sub-agreement between the Fire District and an assignee or sublicensee under any assignment or sub-Agreement consented to by the Regional District, the Fire District shall require that the subtenant or assignee agree to be bound by all of the Fire District's obligations under this Agreement.

9.0 APPROVALS

- 9.1 No provision in this Agreement requiring the Fire District's or the Regional District's consent or approval shall be deemed to have been fulfilled or waived unless the prior written consent or approval of the Fire District or the Regional District relating to the particular matter or instance has first been obtained and, without limiting the generality of the foregoing, no prior consent or approval and no condoning, excusing or overlooking by the Fire District on previous occasions when such a consent or approval was required, shall be taken to operate as a waiver of the necessity of such consent or approval whenever required under this Agreement.

10.0 RELATIONSHIP OF PARTIES

- 10.1 Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

11.0 SOLE AGREEMENT

- 11.1 This Agreement sets forth all of the warranties, representations, covenants, promises, agreements, conditions and understandings between the Parties concerning the Lands and there are no warranties, representations, covenants, promises, agreements, conditions or understanding, either oral or written, express or implied, between them other than as set forth in this Agreement.

12.0 ARBITRATION

- 12.1 In the event of a bona fide dispute arising between the Fire District and the Regional District as to any matter, question or determination arising or required to be made under this Agreement, such dispute shall immediately be referred to an arbitrator agreed upon by the Fire District and the Regional District or, in the event that they cannot agree upon such arbitrator, then the question shall be referred to the arbitration of one arbitrator under the *Commercial Arbitration Act* of British Columbia, and amendments thereof, or such other Statute or Statutes of like effect being in force in British Columbia, and such arbitrator, whether agreed upon or appointed under the said Statute shall have access to such records of the Parties as may be reasonably necessary and the decision of the Arbitrator shall be final and binding upon the Parties. Except as otherwise provided for in this Agreement, the costs of the arbitration shall follow the award, unless otherwise determined by the Arbitrator.

13.0 REMOVAL OF IMPROVEMENTS

- 13.1 All improvements authorized by the Regional District and all articles of personal property constructed, owned or installed by the Fire District at the expense of the Fire District on the Lands shall remain the property of the Fire District and may be removed by the Fire District at any time until the end of the Term or earlier termination of this Agreement. The Fire District agrees that it will, at its expense, repair any damage to the Lands caused by the construction, installation, existence, use or removal thereof (the "**Restoration**"). Before removing such property, the Fire District shall notify the Regional District of its intention to do so and shall, if required by the Regional District, post a bond in an amount and form satisfactory to the Regional District as security for performance of the Fire District's obligations for the Restoration.

- 13.2 If the Fire District does not remove the property which is removable by the Fire District pursuant to section 13.1 prior to the end of the Term or the sooner termination of this Agreement, such property shall, if the Regional District elects, be deemed to become the Regional District's property and the Regional District may remove the same at the expense of the Fire District, and the cost of such removal will be paid by the Fire District forthwith to the Regional District on demand.

14.0 DEFAULT AND EARLY TERMINATION

- 14.1 If the Fire District violates or neglects any covenant, agreement or stipulation herein contained on its part to be kept, performed or observed and any such default on the part of the Fire District shall continue for thirty (30) days after written notice thereof to the Fire District by the Regional District, the Regional District may terminate this Agreement, including the Licence of Use contained in section 7.0 and re-enter and take possession of the Lands, and the rights of the Fire District with respect to the this Agreement, the Lands and the Building lapse and are absolutely forfeit immediately. The Regional District may by reasonable force if necessary without any previous notice of intention to re-enter and may remove any persons and property from the Lands and Building and may use such force and assistance in making such removal as the Regional District may deem advisable to recover at once full and exclusive possession of the Lands and Building.
- 14.2 If during the Term hereof or any renewal thereof, any of the goods or chattels of the Fire District shall at any time be seized or taken in execution or attachment by any creditor of the Fire District or if the Fire District shall make any assignment for the benefit of creditors or commit any other act of bankruptcy or shall become bankrupt or insolvent or shall take the benefit of any bankruptcy or insolvency legislation or if a receiver be appointed by a court or any person or in the case that the Lands are used by any other person or for any other purpose than is herein provided without the prior written consent of the Regional District or if any order shall be made for the winding up or dissolution of the Fire District or it should otherwise cease to exist then the Term hereof or any renewal thereof shall become forfeit and void, and it shall be lawful for the Regional District any time thereafter to re-enter into or upon the Lands and Building or any part thereof in the name of the whole, to have again, repossess and enjoy as of its former estate, notwithstanding anything herein contained to the contrary and neither this Agreement nor any interest therein nor any estate hereby created shall pass to or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors or otherwise by operation of law.
- 14.3 If the Regional District exercises its right of termination as outlined in sections 14.1 or 14.2, then it may recover possession of the Lands and Building in accordance with sections 12 and 13.

15.0 NOTICE

- 15.1 All payments or correspondence to the Fire District from the Regional District shall be sent to the Fire District at the following address:

Cranberry Fire Protection District
1555 Morden Road
Nanaimo, BC V9X 1S2

Attention: Chairperson

All payments or correspondence to the Regional District from the Fire District shall be sent to the Regional District at the following address:

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

Attention: Corporate Officer

or such other places as the Regional District and the Fire District may designate from time to time in writing to each other.

- 15.2 Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given three (3) days following the date upon which it was mailed.
- 15.3 Any notice or service required to be given or affected under any statutory provision or rules of court from time to time in effect in the Province of British Columbia shall be sufficiently given or served if mailed or delivered at the addresses as aforesaid.
- 15.4 Any party hereto may at any time give notice in writing to any other of any change of address of the party giving such notice and from and after the second day after the giving of such notice, the address herein specified shall be deemed to be the address of such party for the giving of notices hereunder.

16.0 WAIVER

- 16.1 The failure of either Party to insist upon strict performance of any covenant or condition contained in this Agreement or to exercise any right or option hereunder shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, right or option.
- 16.2 The acceptance by the Regional District of a part payment of any sum required to be paid hereunder shall not constitute waiver or restriction of the right of the Regional District to payment in full of such sum.

17.0 SUCCESSORS BOND

17.1 All rights and liabilities herein given to, or imposed upon, the respective Parties hereto shall extend to and bind the respective successors and assigns of the said Parties. No rights, however, shall enure to the benefit of any assignee of the Fire District unless the assignment to such assignee has been first approved by the Regional District in accordance with section 7.

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

Cranberry Fire Protection District)
by its authorized signatories:)

_____)
Name:)

_____)
Name:)

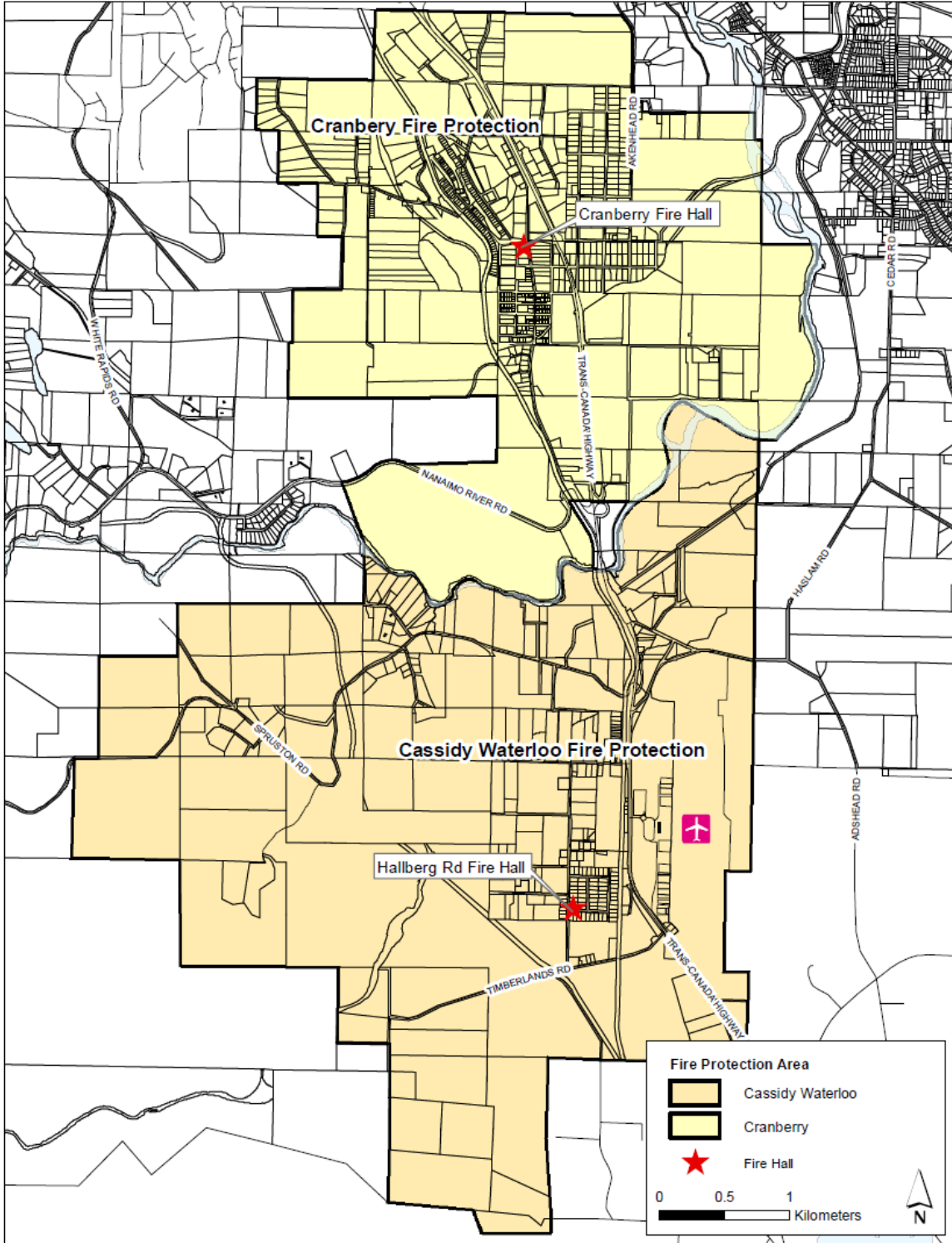
Regional District of Nanaimo)
by its authorized signatories:)

_____)
Name:)

_____)
Name:)

SCHEDULE 'A'

Properties to be served under this Agreement



SCHEDULE 'B'

List of Equipment

Vehicles:

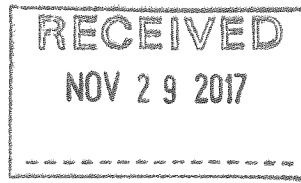
1. 2008 NFPA Furion Pumper A662
2. 2010 Freightliner Tanker

Equipment

The Parties acknowledge that at the date of this Agreement a formal inventory of Equipment is not available but that items in the Building have been purchased and belong to the Regional District. In addition to items typically stored in the Building, portable radios and pagers sufficient to equip the typical complement of volunteers at the Building are the property of the Regional District.

Equipment includes but is not limited to:

- (a) all furniture and fixtures attached to and/or placed within the Building;
- (b) all uniforms and personal protective Equipment purchased by the Regional District;
- (c) movable Equipment such as fans, generators, axes, ladders and similar Equipment which may be stored on the Vehicles from time to time; and
- (d) stationary radio Equipment, portable radios and pagers used by the typical complement of volunteers at the Building.



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.

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.

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

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. RESEARCH	<i>Coastal floodplain mapping Phase 1 2018/19 Phase 2 2019/20</i>
	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.



Jamai Schile, Senior Planner

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

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.

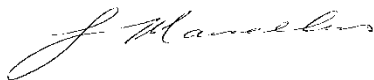
The existing Bylaw 1358 for District 69 Ice Arenas (Oceanside Place and District 69 Arena) allows for the costs of the demolition to be included in the requisition for this service. There are currently contributions being made to a reserve fund based on the level required to maintain Oceanside Place 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.



John Marcellus
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)

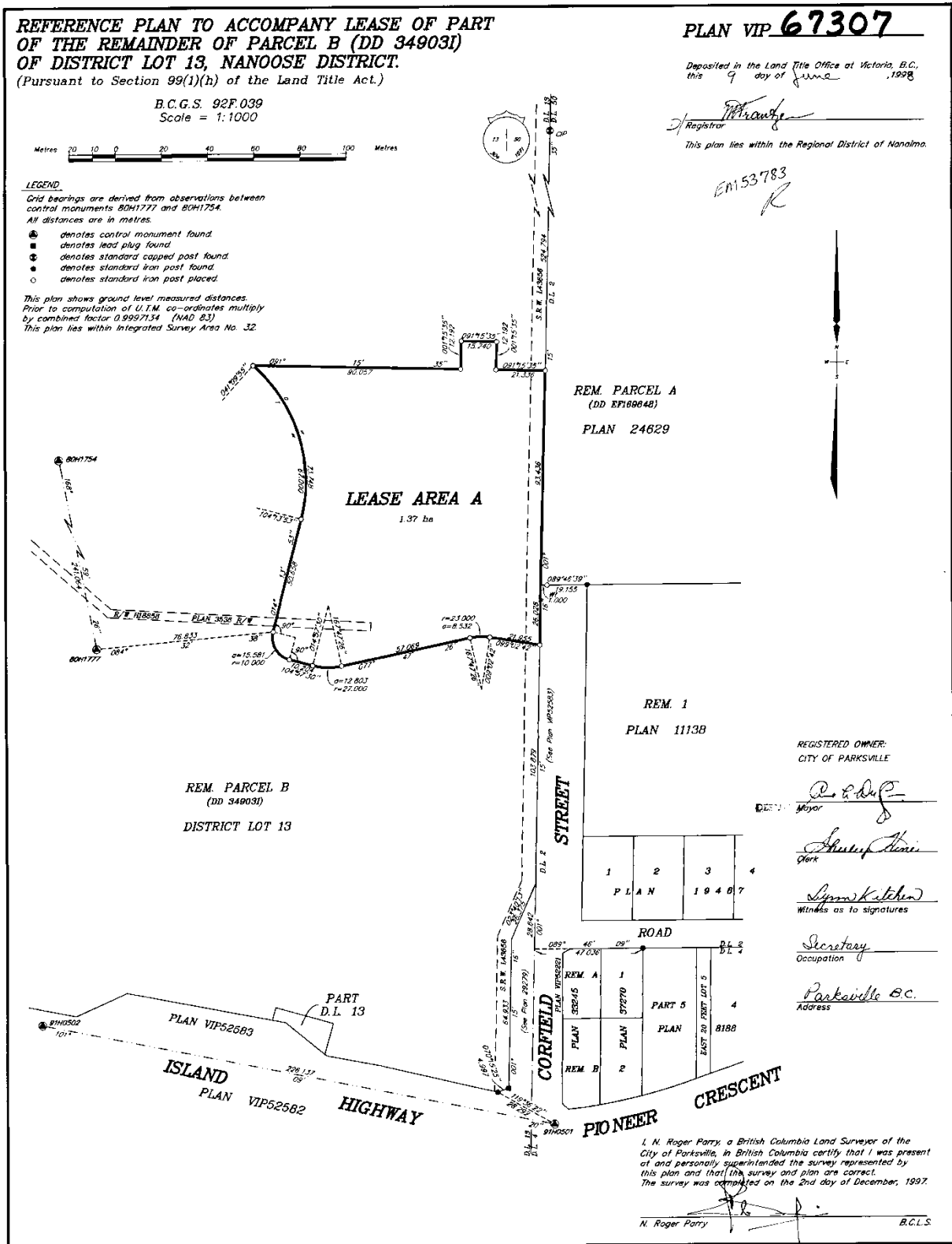
REGIONAL DISTRICT OF NANAIMO by its)
authorized signatories)
)
)
_____)
)
)
)
_____)
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)

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 2nd 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

W H E R E A S:

- 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 31st day of March, 2008 and was subsequently renewed for two five-year terms, ending on the 31st 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 1st day of April, 2018 and ending on the 31st 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 31st 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 31st 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. (Pursuant to Section 99(1)(h) of the Land Title Act.)

PLAN VIP 67307

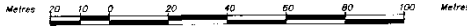
Deposited in the Land Title Office at Victoria, B.C., this 9 day of June, 1998

Registrar

This plan lies within the Regional District of Nanaimo.

EM 53783 R

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

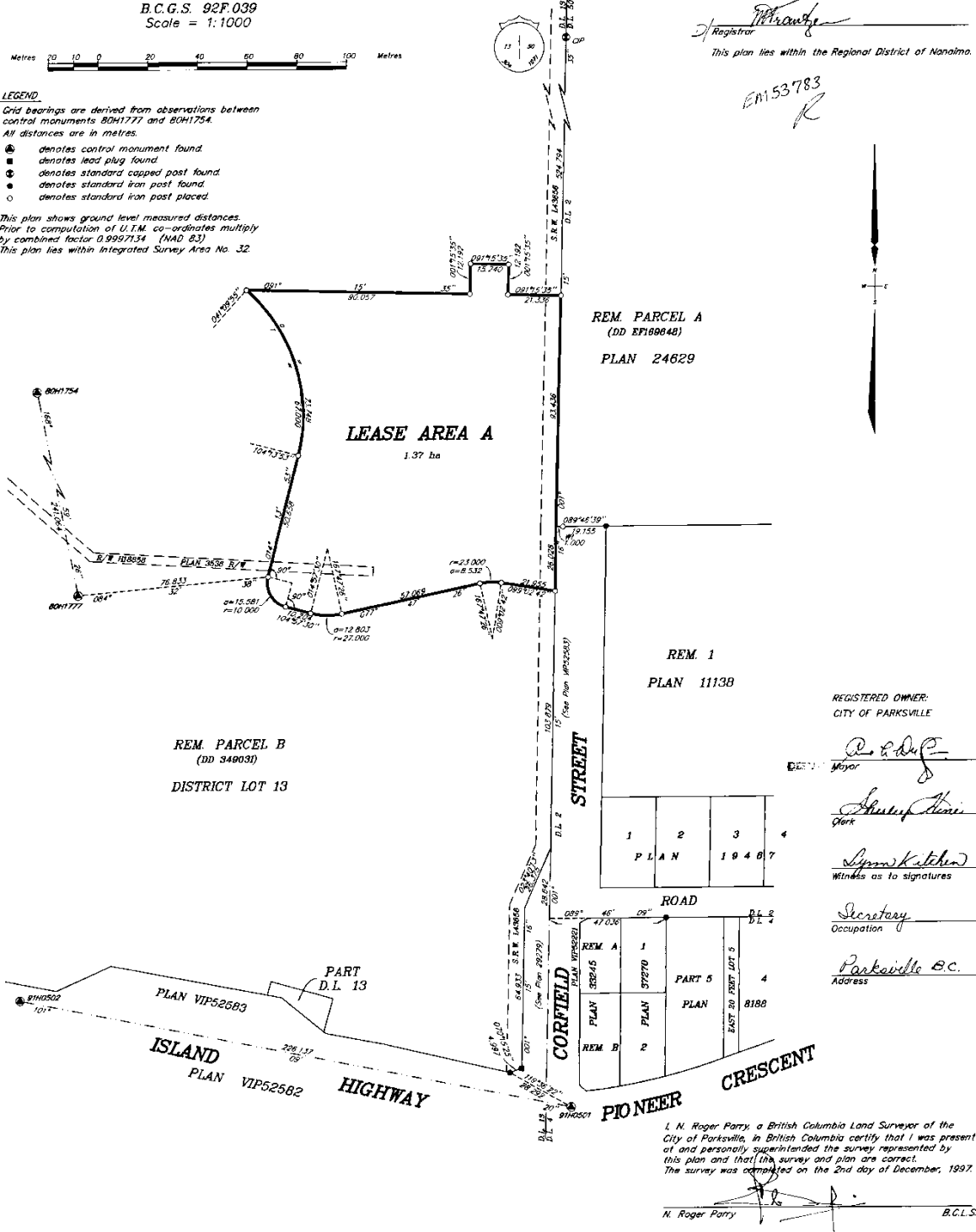


LEGEND

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 2 rows: ROAD, 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

Table 1: Existing and Proposed Water User Rates

	Minimum Daily Rate	Average Daily Consumption in Cubic Metres					
		Up to 0.7 m ³	0.71 to 1.4 m ³	1.41 to 2.1 m ³	2.11 to 2.8 m ³	2.81 to 3.5 m ³	over 3.50 m ³
2017 Rate	\$0.33	\$1.02	\$1.16	\$1.49	\$1.75	\$2.35	\$3.53
Rate Proposed (2017 Rate +2%)	\$0.34	\$1.04	\$1.18	\$1.52	\$1.79	\$2.40	\$3.60

ALTERNATIVES

1. Introduce, give three readings to, and adopt Bylaw 1655.07.
2. Do not introduce, give three readings to, and adopt Bylaw 1655.07.

FINANCIAL IMPLICATIONS

If the water user rates are increased as proposed, then the ongoing maintenance, upgrades and improvements under each water system capital plan can proceed as laid out in the revised 2018 -2022 Financial Plan.

For Alternative 2, if the water user rates are not increased as proposed, there will be a reduction in anticipated revenues to support the operation of all RDN water systems resulting in reduced operational activity, regular system maintenance and planned upgrades.

STRATEGIC PLAN IMPLICATIONS

Sufficient recovery of funds from each water service area supports the effective operation of the RDN’s nine water systems and allows for the continuous provision of safe, sustainable drinking water. The Board’s Strategic Plan recognizes the importance of water in supporting our economic and environmental health.



Sean De Pol
 sdepol@rdn.bc.ca

March 6, 2018

Reviewed by:

- R. Alexander, General Manager, Regional & Community Utilities
- P. Carlyle, Chief Administrative Officer

Attachment

1. Regional District of Nanaimo Water Services Fees & Charges Amendment Bylaw No. 1655.07, 2018.

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.

CHAIR

CORPORATE OFFICER

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

Chair

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.

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

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.

Yours in Health

Paul Hasselback, MD, MSc, FRCPC
Medical Health Officer

PH/td

Medical Health Officer

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

Tel: 250.739.6304 | Fax: 250.755.3372

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



March 2, 2018
Michael Bolch
North Cedar Improvement District
- 2 -

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

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

TO: District 69 Community Justice Select Committee Meeting **MEETING:** February 15, 2018

FROM: Daniel Pearce
Director, Transportation and Emergency Services **FILE:** 7580 20 OPR

SUBJECT: Oceanside Policing Request

RECOMMENDATION **Please note: The recommendation was varied by the Committee**

That the report be received for information.

SUMMARY

The Oceanside detachment looks after the majority of the roads within Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G' and 'H' of the Regional District of Nanaimo (RDN) see Attachment 1 – Detachment Area Map.

Electoral Areas 'E', 'F', 'G' and 'H' pay a rural area police tax levy, which contributes to the cost of policing in Oceanside area.

BACKGROUND

At the October 16, 2017, District 69 Community Justice Select Committee Meeting, a motion was passed to prepare a report identifying current levels of service provided by the RCMP in District 69, including an analysis for one additional traffic officer and to examine whether the funding is proportionate from each of the service levels.

Policing in Canada is a shared responsibility between federal, provincial/territorial and municipal governments. In addition to the Provincial Police Services Agreement, the provincial and federal governments signed a 20-year master agreement, the Municipal Police Service Agreement (MPSA), which enables the provincial government to sub-contract the RCMP provincial service to municipalities. The MPSA describes the terms and conditions for the provision of RCMP municipal police services. To contract RCMP municipal services, each municipality must sign a Municipal Police Unit Agreement (MPUA) with the provincial government. The terms of the MPSA and the MPUA require that municipalities between 5,000 and 14,999 population pay 70% of the RCMP cost-base; municipalities 15,000 population and over pay 90%. The remaining 30% and 10% are paid by the federal government. Municipalities are responsible for 100% of certain costs, such as accommodation (i.e., the detachment) and support staff.

Additionally rural areas pay a police tax levy, which contributes to the costs of police services but does not cover the full costs of the service. It is estimated that the provincial costs of providing policing in small communities and rural areas is approximately \$64 million dollars. The amount of funding provided by the police tax was \$32 million in 2007.¹ The unincorporated areas of the province also receive a tax credit from the provincial rural tax specifically in Electoral Area 'E' it is \$0.10160 per \$1000 in 2017, Electoral Area 'F' \$0.19920, Electoral Area 'G' \$0.12950 and Electoral Area 'H' \$0.12560 to offset the rural police tax.

Oceanside Detachment

The current breakdown of funding for officers at the Oceanside detachment is thirteen (13) provincially, eight (8) Qualicum Beach and sixteen (16) Parksville. Both municipalities are between 5,000 and 15,000 population resulting in them paying 70% of the costs.

The calls from each area as they relate to funding in 2016 were:

- 49.1% Electoral Areas 'E', 'F', 'G' and 'H'
- 41.3% Parksville
- 9.6% Qualicum Beach

In relations to the police to population ratio:

- Electoral Areas 'E', 'F', 'G' and 'H': 1:574.
- Parksville: 1:782
 - Parksville (with an additional Parksville traffic investigator) 1:736
- Qualicum Beach: 1:1118

In 2016, Statistics Canada reported the police to population ratio in British Columbia as 1:184 per 100,000².

The Oceanside detachment provides police services the majority of all roads within Parksville and Qualicum Beach and Electoral Areas 'E', 'F', 'G' and 'H'. The exception is when there is a serious or fatal crash on a numbered highway outside of the municipality. In this case, the file is usually taken over and completed by the provincially funded Central Island Traffic Services Section that is also based out of the Oceanside detachment.

The total traffic violations are broken down below in traffic contacts, violations and notice and orders.

Total Traffic Violations

Year	Total Traffic Contacts	Total Violation Tickets	Total Notice & Orders
2013	1734	742	627
2014	1574	578	663
2015	1580	553	599
2016	1344	434	549
2017 * to date	1729	317	1061

*RCMP operates April 1 to March 31.

¹ UBCM. Police Services in British Columbia: Affordability and Accountability.

<http://www.ubcm.ca/assets/Resolutions~and~Policy/Policy~Papers/2009/2009%20Policy%20Paper%201%20-%20Police%20Services%20in%20BC.pdf>

² Statistics Canada – Police officers, by province and territory

Based on the current funding model and statistics, the funding is proportionate from each of the service levels.

ALTERNATIVES

1. That the report be received for information.
2. That alternative direction be provided.

FINANCIAL IMPLICATIONS

There are no financial implications.

STRATEGIC PLAN IMPLICATIONS

Ensuring the appropriate level of police resources in District 69 is consistent with key priorities of the 2016-2020 Strategic Plan, to offer partnerships with other local governments/community groups and advance our Region.



Daniel Pearce
dpearce@rdn.bc.ca

January 28, 2018

Reviewed by:

- P. Carlyle, CAO

TO: Northern Community Economic Development Select Committee **MEETING:** February 15, 2018

FROM: Sharon Horsburgh **FILE:** 6750-01
Sustainability Coordinator

SUBJECT: Northern Community Economic Development Program

RECOMMENDATION **Please note: The recommendation was varied by the Committee.**

That Northern Community Economic Development Program continue.

SUMMARY

In 2012, the RDN Board approved the Northern Community Economic Development (NCED) service for Electoral Areas E, F, G and H, as well as the City of Parksville and the Town of Qualicum Beach. The NCED Select Committee was established to ensure the funds requisitioned for the service are directed to best serve the residents in the service area.

As a matter of practice, the participants in the NCED program undertake an annual review of the program and its objectives. During 2016 however, the participants determined the regular review was not required and directed that the next review occur in the spring of 2018. Since incorporation of the service, thirty-five different projects have received funding and the service is a valued funding source by many community based organizations. The NCED program was designed to support the initiatives of local organizations that have projects that contribute to strengthening the local economy.

This report includes information on how the program has been accessed by groups, how the program has benefitted the areas served, and how the service is delivered. A copy of the original Terms of Reference for the Select Committee is included as Attachment 1 and a complete list of all the NCED funding recipients is provided in Attachment 2.

BACKGROUND

In 2012, the NCED program was introduced to support regional economic development with an annual budget of \$50,000. Participants in this service include Electoral Areas E, F, G and H, as well as the City of Parksville and the Town of Qualicum Beach. In accordance with the service establishment bylaw the maximum requisition for the NCED program is \$50,000 per year and these funds are provided based on the assessment model. Since incorporation of the service, thirty-five different projects have received funding and the service is a valued funding source by many community based organizations. The NCED program was designed to support the initiatives of local organizations that have projects that contribute to strengthening the local economy.

As a matter of practice, the participants in the NCED service undertake an annual review of the program in the first quarter of the year in order to fine tune the approach and ensure that the priority areas and objectives of the program remain current to the needs of the participating communities. During 2016 however, the participants determined the regular review was not required and at their March 22, 2016 Board meeting passed a motion that the “next review of the NCED program occur in spring 2018”.

A total of \$257,622 has been distributed to fund 35 different projects. These funds have been used for a variety of projects that have supported a number of community based economic development initiatives. The NCED program has provided seed funding for many local non-profit groups and local governments contributing to local economic development. A complete list of all the NCED funding recipients is provided in Attachment 2.

NCED Funding Criteria

The NCED program identified eight priority areas for funding. A description of these areas is provided in the NCED program Guide which is included as Attachment 3. The NCED has provided funding for projects in seven of the eight priority areas. The one priority area not to receive funding has been Forestry and Fisheries. The program’s funding recipients are organized into the eight priority areas and summarized below:

1. Employment and Skills Training

There were five projects funded and two recipients received funding:

Vancouver Island North Film Commission - 2 projects

- (i) 2013 Building Capacity to Attract the Film and Media Industry, \$10,000
- (ii) 2016 Film Sector Development, \$8,400.00

Central Vancouver Island Job Opportunities Building Society - Blade Runners - 3 projects

- (i) 2014 BladeRunners’ Youth Employment Program Construction Sector, \$9,888.75
- (ii) 2015 BladeRunners’ Youth Employment Program Construction Sector, \$10,000
- (iii) 2016 BladeRunners’ Youth Employment Program Construction Sector, \$10,000

The intent of these projects is to provide training to support:

- Development of a skilled workforce that can adapt to new and emerging trends of the 21st Century.
- Transitional programs for the unemployed and under-employed, especially youth.
- Human resource development programs for employers working to create the best possible working environments.

2. Assistance for Start-ups and Self Employment

There were 11 Projects funded and the recipients were:

Parksville & District Chamber of Commerce - 2 projects

- (i) 2012 Oceanside Initiatives – Community Economic Development Assessment, \$9,450
- (ii) 2015 Regional Business Walks, \$5,000

Lighthouse Country Business Association - 1 project

- (i) 2012 LCBA – Website, \$2,000

Oceanside Women's Business Network - 1 project

- (i) 2015 Beehive Networking Event, \$2,000

Town of Qualicum Beach - 3 projects

- (i) 2015 Qualicum Beach Airport Business Plan, \$10,000
- (ii) 2016 Develop Airport Land Use Design Concepts, \$10,000
- (iii) 2017 Old Fire Hall Renovation for Regional Industrial Growth, \$5,000.00

Qualicum Beach Chamber of Commerce - 3 projects

- (i) 2012 Commerce Ambassador Program, \$7,500
- (ii) 2015 Economic Impact of Summer Events (Study), \$6,3711.51
- (iii) 2017 Entrepreneur's Toolkit, \$5,000

Qualicum Beach Downtown Business Association - 1 project

- (i) 2015 Website and Mobile Responsive Design Project, \$5,510.25

These projects are intended to benefit and assist small businesses with:

- Development of business plans and strategies, networking, and market research.
- Acquisition of information, business technology and communications systems.

3. Arts, Culture and Media

There were 7 projects funded designed to build cultural institutions and to retain visitors in the Region, the recipients were:

Lighthouse Country Business Association - 2 projects

- (i) 2013 Lighthouse Country Village Signs, \$5,000
- (ii) 2016 Bowser Village Service and Attraction Signage, \$3,000

Town of Qualicum Beach - 1 project

- (i) 2013 Qualicum Beach Airport – Communications Upgrade, \$15,000

Qualicum Beach Downtown Business Association - 1 project

- (i) 2015 Website and Mobile Responsive Design Project, \$5,510.25

Oceanside Community Arts Council - 1 project

- (i) 2016 Tidal Treasures, \$5,000

Parksville & District Historical Society - 1 project

- (i) 2016 Parksville Museum Digital Heritage Exhibition, \$5,000

Echo Players Society - 1 project

- (i) 2016 Mural, \$5,000

These projects support economic development in SD69 through:

- Community cultural events that support local businesses and attract visitors;
- Promotion of arts and cultural activities in non-urban areas to promote regional tourism.

4. Agriculture and Aquaculture

There were 3 projects funded that primarily supported the agricultural sector and the recipients were:

Arrowsmith Agricultural Association - 1 project

- (i) 2013 Coombs Centennial Fair Celebration, \$3,000

Coombs Farmers Institute - 2 projects

- (i) 2015 Farmers Feed Families, \$4,000
- (ii) 2016 Mid-Island Growers Guide, \$6,500

These projects were intended to strengthen the economic viability of the agriculture industry and benefit farmers in the region by:

- Promoting and marketing regional food producers and the Vancouver Island diet;
- Supporting local farmers with business development and management training;
- Encouraging growth in agri-tourism.

5. Forestry and Fisheries

No applications for projects in this category were submitted.

6. Renewable Energy and the Green Economy

There were 2 projects funded that encouraged investment and job creation in renewable energy, conservation and low carbon sectors.

Town of Qualicum Beach - 1 project

- (i) 2012 Qualicum Beach Airport - Fuel Spill Containment at Aircraft Refuelling Pumps, \$15,000

Qualicum Beach Historical and Museum Society -1 project

- (i) 2016 Qualicum Beach Museum Powerhouse-Discovery Centre Interactive Display, \$4,000

The benefits of these projects are as follows:

- Support for events, outreach and education programs that promote renewable energy systems;
- Support for business, school or community based organizations that actively promote renewable energy, carbon management, emission reductions or energy conservation initiatives.

7. High Tech Sector

To promote development within the high tech sector, 3 Projects were funded and the grant recipients were:

Innovation Island Technology Association - 2 projects

- (i) 2013 Digital Qualicum, \$4,000
- (ii) 2014 Start-up 101 – Training Seminar, \$5,000

Qualicum Beach Chamber of Commerce - 1 project

- (i) 2013 Digital Arts Studio Pilot Project, \$5,000

These projects are intended to support the high tech sector through:

- Identifying needs and opportunities to attract high tech businesses to the region;
- Support for events and education, and establishing business networks within the sector.

8. Tourism and Recreation

There were 6 projects funded that were designed to attract and retain more visitors in the Region. The recipients of the funds were:

Lighthouse Country Business Association - 1 project

(i) 2013 Lighthouse Country Village Signs, \$5,000

Nanoose Community Services - 1 project

(i) 2013 Nanoose Community Signage Program, \$5,000

Oceanside Community Arts Council - 1 project

(i) 2013 MacMillan Arts Centre Centennial Project, \$5,000

Parksville & District Chamber of Commerce - 1 project

(i) 2013 Community Information & Business Attraction Marketing Strategy, \$10,000

Parksville Qualicum Beach Tourism Association - 1 project

(i) 2014 Regional Mobile Trail and Tour \$15,000

Mount Arrowsmith Biosphere Region at Vancouver Island University - 1 project

(i) 2017 An Amazing Places Passport Program, \$3,000

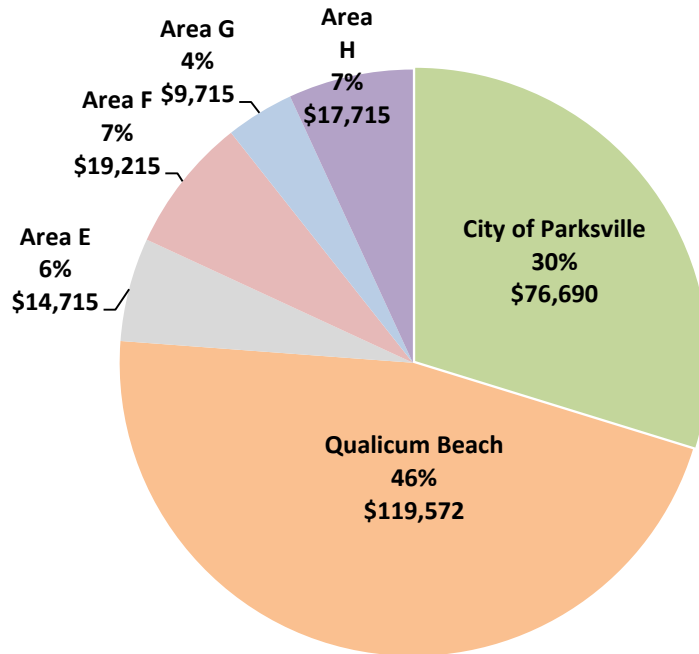
These projects are intended to promote tourism through:

- Enhanced communications, advertising and outreach to draw people to the region;
- Support for innovative or unique events that showcase the region's recreational, environmental and tourism amenities.

NCED Funding Distribution Since 2012

The total NCED funding that has been distributed in the past 5 years is approximately \$257,622. As illustrated in Figure 1 below, Qualicum Beach organizations have received 46% of this funding, followed by the City of Parksville organizations that received 30% and the total combined funding allocated to organizations in the Electoral areas was 24%. Funding for regional initiatives such as INfilm and Blade Runner youth projects has been distributed to all six jurisdictions as there are valuable employment opportunities that provide benefits across the service area.

Figure 1: Five Year Distribution of NCED Funding 2012-2017



There have been nine rounds of funding since 2012 and the average grant was roughly \$6,842. The maximum grant provided by NCED was \$15,000 on three occasions to Qualicum Beach for projects related to airport development. The minimum grant amount was \$2,000 provided on two occasions to the Lighthouse Country Business Association and the Oceanside Women’s Business Network.

A program requirement is that the recipients of funding are required to complete and submit a Summary Report and make a presentation to the NCED committee. The report and presentation must identify how program funding was ultimately used; whether the objectives of the project were met, and include attachments of reports, brochures, or other documents produced as a result of the project funding.

The RDN has received roughly 50% of the summary reports from NCED recipients. Staff has followed up with some of the organizations and we realize completing this reporting requirement for some organizations can be challenging. Without the final summary reports from recipients, staff are unable to fully evaluate and quantify the benefits of the NCED program.

With respect to meeting NCED program principles and priority areas, the common themes described by the recipients is that the funds have: created job opportunities; allowed more marketing and tourism related activities that highlight diversity and the iconic beauty of Oceanside; and, promote agriculture and buying local products.

Benefits of NCED Funding

According to the funding applications and the summary reports received, the NCED program has contributed numerous benefits to the local economy. A common theme by the applicants is that NCED

projects help to diversify the local economy and create local employment opportunities. Many projects claim to benefit the tourism industry.

Funds have been allocated to projects used to provide education and outreach to promote the diversity of the region's unique attributes such as local food producers and ecological diversity. These projects are designed to increase local knowledge and tourism opportunities. There have been improvements to information technology with the goal of business development.

NCED funding has been used to build stronger community partnerships. As an example, the agricultural sector vision is to develop into a successful economic driver by focusing on promoting food and farms in conjunction with local restaurants and increase demand for locally grown and made products.

The NCED funding used for Employment and Skills Training programs has contributed to building skills and confidence in the youth and adults participating in programs. These programs target the local labour market as the program participants are able to apply their new skills locally in the hospitality-tourism, film and home improvement sectors.

These programs are seen as a direct benefit to employers' as they have the ability to recruit and retain local employees. Providing a trained workforce is a direct benefit and the NCED program helping to meet Oceanside's labour market needs.

Unfortunately, detailed information on important economic indicators such as number of jobs created, increase in sales, or visitor spending is not available. The summary reports do not require a standard method of reporting so it is not possible to estimate in numbers the overall impact of the NCED program.

Discussion Points for the NCED Program Delivery:

1. The average funding for projects since 2012 has been \$6,842. A new funding cap of \$5,000 was established at the April 20, 2017 meeting of the NCED Select Committee. The NCED Select committee may wish to reconsider if this amount best serves projects that meet the funding criteria.
2. The NCED program has 8 categories that are eligible for funding. Many of the projects are related to tourism. More focus could be applied to specific sectors such as high tech, job creation, green economy, and the film industry.
3. A number of economic development initiatives are underway in the RDN. Consideration could be given on how to align the NCED program with other initiatives. A report is forthcoming to examine regional economic development.
4. Review the evaluation method for completed projects to determine the project's impacts on economic development.
5. How to better integrate with other funding programs such as ICET.

The NCED program is a unique regional service that targets locally based community organizations and local government organizations. For projects not meeting the funding criteria there may be community grant funds available. Other funding programs for economic development on Vancouver Island include the Island Coastal Economic Trust (ICET). The scope of Island Coastal Economic Trust (ICET) is much

broader as it was created by the Provincial Government in 2006 with an annual budget of \$50 million that is administered through the North Island-Coast Development Initiative Trust Act. ICET is designed to support economic development initiatives on central and northern Vancouver Island and the Sunshine Coast.

Unlike the NCED fund that has eight priority areas, ICET offers six focus areas for economic development programs. To be eligible for many of the ICET funding programs there is a requirement for applicants to provide up to 50% in matched funds. The funds distributed by ICET are used to fund larger regional significant projects whereas, NCED's level of funding is less and the scope of the projects are significantly smaller. The program objectives of the NCED and ICET differ significantly in scope. In contrast, the RDN specifically targets small locally based organizations in the region. Most of the recipients would not have the capacity, financial resources or partnerships agreements to be eligible to meet ICET's funding criteria.

There are benefits to the NCED program as it targets smaller organizations and helps to build local capacity through its coordinated approach. The NCED Select Committee hears directly from the applicant as to the opportunities and challenges from the business cases outlined in their funding proposals.

The NCED Select Committee may wish to conduct further analysis on the multiplier impacts of the NCED funds and coordinate its funding with other entities in the region that are focusing on economic development. Regional collaborations or marketing initiatives with other groups may help to attract new or have a broader market reach and help build local capacity by using resources more efficiently.

ALTERNATIVES

To receive this report for discussion purposes

FINANCIAL IMPLICATIONS

To continue funding the program under the current model, \$25,836 is being requisitioned for NCED in 2018.

STRATEGIC PLAN IMPLICATIONS

The NCED program presents an opportunity to advance the Board's vision of a diverse regional economy that is healthy, diverse and growing; and provides meaningful employment to residents that creates local business opportunities.



Sharon Horsburgh
Shorsburgh@rdn.bc.ca
February 2, 2018

Reviewed by:

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

Attachments

1. NCED Select Committee Terms of Reference.
2. 2012-2017 NCED Projects Funded
3. NCED Program Guide

REGIONAL DISTRICT OF NANAIMO

NORTHERN COMMUNITY ECONOMIC DEVELOPMENT SELECT COMMITTEE TERMS OF REFERENCE

January 2012

PURPOSE:

The purpose of this Select Committee is to:

1. Recommend to the Regional District of Nanaimo Board of Directors eligibility and evaluation criteria for distributing funds raised through the Northern Community Economic Development Service (the Service);
2. Receive and evaluate requests for funds raised through the Service;
3. Recommend recipients for funding to the Regional District of Nanaimo Board of Directors for approval; and to
4. Consider additional roles that the Regional District might have with respect to economic development initiatives in the Service area.

MEMBERSHIP:

One Director from each the City of Parksville, the Town of Qualicum Beach and Electoral Areas E, F, G and H.

CHAIRPERSON:

Selected by consensus from among the Committee members at the first meeting of each year.

MEETINGS:

The Committee shall meet at the call of the Chair a minimum of twice per year. At the first annual meeting, Committee members will select a chairperson, establish or update evaluation and eligibility criteria as well as any program priorities for that year, determine timelines for submission, and review any proposals submitted by that time.

At the second meeting of the year, the Committee will review all funding requests and recommend how funding for that year is to be distributed.

A quorum of five out of six committee members is required to conduct Committee business.

The General Manager of Development Services will be responsible for assigning staff to support the Committee including the coordination of agendas and staff contacts for Committee members.

NORTHERN COMMUNITY ECONOMIC DEVELOPMENT SERVICE (Bylaw No. 1649, 2011):

1. The primary use of funding raised under Bylaw No. 1649 will be to promote economic development in the service area or that may benefit the service area.
2. Funds will be distributed on or after **August 1st each year following the receipt of tax monies for the current year.**
3. The maximum annual requisition for this Service is Fifty Thousand (\$50,000) Dollars. The Select Committee shall be responsible for determining the best use of the funds.
4. At a meeting of the Select Committee, delegations may be requested to advise the Committee on the state of the regional economy and strategic economic development opportunities for the Service area.

Regional District of Nanaimo: Northern Community Economic Development Program

Project List: 2012-Present

2012
SPRING

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas						Summary Report		
				E	F	G	H	Q	P	Y	N	N/A
Oceanside Community Arts Council	2012 Artist Studio Guide for Parksville/ Qulaicum Beach Area	\$ 5,000.00	Deferred to Fall	✓	✓	✓	✓	✓	✓			✓
Parksville and District Chamber of Commerce	Oceanside Initiatives – Community Economic Development Assessment	\$ 9,450.00	\$ 9,450.00	✓	✓	✓	✓	✓	✓	✓		
Qualicum Beach Chamber of Commerce	Commerce Ambassador Program	\$ 14,250.00	\$ 7,500.00					✓		✓		
Town of Qualicum Beach	Qualicum Beach Airport -Fuel Spill Containment at Aircraft Refuelling Pumps	\$ 15,000.00	\$ 15,000.00					✓		✓		
Spring 2012 Sub-total		\$ 43,700.00	\$ 31,950.00									
				FALL 2012								
				Denied								
Mid-Island Bluegrass Society	Mid-Island Bluegrass Festival 2013	\$ 8,000.00	(RDN paid for electrical upgrade out of operational budget)									
Oceanside Community Arts Council	Marketing the Arts in Oceanside	\$ 5,000.00	Denied	✓	✓	✓	✓	✓	✓			
Lighthouse Country Business Association	Lighthouse Country Village Signs	\$ 5,000.00	Deferred until conclusion of PQBTA re-branding				✓					
North Island Wildlife Recovery Centre	Public Picnic and Rest Area	\$ 14,112.00	Denied		✓							
Qualicum Beach Historical and Museum Society	Museum Analysis/ Feasibility Study for Proposed Expansion	\$ 8,000.00	Denied	✓	✓	✓	✓	✓	✓			
Qualicum Beach Chamber of Commerce	Commerce Ambassador Program (Phase II)	\$ 6,750.00	Deferred to Spring 2013	✓	✓	✓	✓	✓	✓		X	
Lighthouse Country Business Association	LCBA Trade Show	\$ 3,000.00	\$ 3,000.00				✓				X	
FALL 2012 Sub-Total		\$ 49,862.00	\$ 3,000.00									
2012 Grand Total		\$ 34,950.00										

2013
SPRING

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas					
				E	F	G	H	Q	P

Arrowsmith Agricultural Association	Coombs Centennial Fair Celebration	\$ 3,000.00	\$ 3,000.00	✓	✓	✓	✓	✓	✓
Innovation Island Technology Association	Digital Qualicum	\$ 5,000.00	\$ 4,000.00					✓	✓
Lighthouse Country Business Association	Lighthouse Country Village Signs	\$ 5,000.00	\$ 5,000.00				✓		
Nanoose Community Services	Nanoose Community Signage Program	\$ 19,000.00	\$ 5,000.00	✓					
Oceanside Community Arts Council	MacMillan Arts Centre Centennial Project	\$ 5,000.00	\$ 5,000.00	✓	✓	✓	✓	✓	✓
Town of Qualicum Beach	Qualicum Beach Airport – Communications Upgrade	\$ 15,000.00	\$ 15,000.00					✓	
Oceanside Community Arts Council	Oceanside Community Arts Festival	\$ 3,250.00	Denied	✓	✓	✓	✓	✓	✓
Downtown Parksville Business Association	Of Course Parksville Downtown has free Wi-Fi	\$ 9,000.00	Denied						✓
Resort Drive Events	Party on the Drive	\$ 4,300.00	Denied						✓
SunPump Heating Institute	SunPump Industry Launch	\$ 13,735.00	Denied	✓	✓	✓	✓	✓	✓

Spring 2013 Sub-Total		\$ 82,285.00	\$ 37,000.00						
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FALL

Parksville and District Chamber of Commerce	Oceanside Initiatives – – Community Information/ Business Attraction Marketing Strategy	\$ 10,000.00	\$ 10,000.00	✓	✓	✓	✓	✓	✓
Qualicum Beach Chamber of Commerce	Digital Arts Studio Pilot Project	\$ 7,500.00	\$ 5,000.00	✓	✓	✓	✓	✓	✓
North Island Wildlife Recovery Association	Gazebo	\$ 10,000.00	Denied				✓		

Fall 2013 Sub-Total		\$ 27,500.00	\$ 15,000.00						
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2013 Grand Total		\$ 52,000.00							
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2014

SPRING

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas					
				E	F	G	H	Q	P
Oceanside Community Arts Council	Youth Music Drop-In Program and Business of Music	\$ 5,000.00	Denied	✓	✓	✓	✓	✓	✓
Vancouver Island North Film Commission	Building Capacity to Attract the Film and Media Industry	\$ 10,000.00	\$ 10,000.00	✓	✓	✓	✓	✓	✓
For the Love of Parrots Refuge Society	The Lavender Cottage	\$ 12,005.00	Denied		✓				
Parksville Curling Club	Roof Repair of Curling Rink	\$ 15,000.00	Denied						✓
Innovation Island Technology Association	Start-up 101 – Training Seminar	\$ 5,000.00	\$ 5,000.00					✓	✓

Arrowsmith Agricultural Association	Arrowsmith Recreation Hall: Septic System	\$ 15,000.00	Denied		✓					
			Paid through CWF \$ 10,000.00							
Parksville Qualicum Beach Tourism Association	Regional Mobile Trail and Tour	\$ 15,000.00	pending partnership funding (paid in March 2015)	✓	✓	✓	✓	✓	✓	✓
Spring 2014 Sub-Total		\$ 77,005.00	\$ 25,000.00							
				FALL	E	F	G	H	Q	P
Central Vancouver Island Job Opportunities Building Society	BladeRunners' pilot youth employment program for RDN North	\$ 9,889.75	\$ 9,889.75	✓	✓				✓	✓
Parksville Downtown Business Association	FUNicular for Downtown Parksville (Feasibility Study)	\$ 7,500.00	Denied							✓
CycloTourismBC	CycloTourism Regional Engagement Program for Businesses	\$ 15,000.00	Denied	✓	✓	✓	✓	✓	✓	✓
Parksville Curling Club	2014 Junior Curling Championships	\$ 3,500.00	Denied							✓
Lighthouse Country Business Association	LCBA - Website	\$ 4,000.00	\$ 2,000.00					✓		
Fall 2014 Sub-Total		\$ 39,889.75	\$ 11,889.75							
2014 SUM		\$ 36,889.75								

2015

Spring

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas						
				E	F	G	H	Q	P	
Coombs Farmers Institute	Farmers Feed Families	\$ 4,000.00	\$ 4,000.00	✓	✓	✓	✓	✓	✓	
Central Vancouver Island Job Opportunities Building Society	BladeRunners' youth employment program Construction Sector	\$ 10,000.00	\$ 10,000.00	✓	✓	✓	✓	✓	✓	✓
Oceanside Women's Business Network	Beehive Networking Event	\$ 2,500.00	\$ 2,000.00	✓	✓	✓	✓	✓	✓	
Parksville and District Chamber of Commerce	Regional Business Walks		\$ 5,000.00	✓	✓	✓	✓	✓	✓	✓
		\$ 10,000.00	pending partnership funding (paid in November 2015)							
Town of Qualicum Beach	Qualicum Beach Airport Business Plan	\$ 15,000.00	\$ 15,000.00						✓	
Qualicum Beach Chamber of Commerce	Economic Impact of Summer Events (Study)	\$ 6,371.51	\$ 6,371.51						✓	
Spring 2015 Sub-Total		\$ 47,871.51	\$ 42,371.51							
				Fall 2015	E	F	G	H	Q	P

Qualicum Beach Community, Education and Wellness Society	Vision 2020 Market Development Roadmap	\$ 6,000.00	\$ 6,000.00	✓	✓	✓	✓	✓	✓	✓
Qualicum Beach Downtown Business Association	Website and Mobile Responsive Design Project	5510.25	5510.25					✓		
Fall 2015 Sub-Total		\$ 11,510.25	\$ 11,510.25							
2015 Grand Total			\$ 53,881.76							

2016

Spring

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas						
				E	F	G	H	Q	P	
Central Vancouver Island Job Opportunities Building Society	BladeRunners' youth employment program Landscape/ Construction Sector	\$ 10,000.00	\$ 10,000.00	✓	✓	✓	✓	✓	✓	✓
Coombs Farmers Institute	Mid-Island Growers Guide	\$ 6,500.00	\$ 6,500.00	✓	✓	✓	✓	✓	✓	✓
Parksville and District Historical Society	Parksville Museum Digital Exhibition and Tour	\$ 6,284.02	0	✓	✓	✓	✓		✓	x
Island North Film Commission	Film Sector Development	\$ 8,400.00	\$ 8,400.00	✓	✓	✓	✓	✓	✓	✓
Oceanside Community Ars Council	Tidal Treasures	\$ 10,500.00	\$ 5,000.00	✓	✓	✓	✓	✓	✓	✓
Lighthouse Country Business Association	Bowser Village Service and Attraction Signage	\$ 3,000.00	\$ 3,000.00				✓			
Spring 2016 Sub-Total		\$ 44,684.02	\$ 32,900.00							

Fall 2016

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas						
				E	F	G	H	Q	P	
Parksville and District Historical Society	Parksville Museum Heritage Building (2) Ramp Instalations	\$ 3,480.00	0	✓	✓	✓	✓	✓	✓	
Town of Qualicum Beach	Old Fire Hall Renovation for Regional Industrial Growth	\$ 19,932.00	0					✓		
Town of Qualicum Beach	Develop Airport Land Use Design Concepts	\$ 10,000.00	10,000	✓	✓	✓	✓			✓ /verbal
Qualicum Beach Historical and Museum Society	Qualicum Beach Museum Powerhouse-Discovery Centre Interactive Display	\$ 4,000.00	4,000							✓
Parksville and District Historical Society	Parksville Museum Digital Heritage Exhibition	\$ 5,799.23	5,000							
Fall 2016 Sub-Total		\$ 43,211.23	\$ 19,000.00							
2016 Grand Total			\$ 51,900.00							

Spring 2017

Applicant	Project Title	Amount Requested	Amount Received	Benefitting Areas						
				E	F	G	H	Q	P	
Town of Qualicum Beach	Renovating the Old Fire Hall	\$ 19,932.00	\$ 5,000.00	✓	✓	✓	✓	✓	✓	
Echo Players Society	Mural	\$ 18,900.00	\$ 5,000.00							

Qualicum Beach Chamber of Commerce	Entrepreneur's Toolkit	\$ 5,396.50	\$ 5,000.00						
Mount Arrowsmith Biosphere Region at Vancouver Island University	An Amazing Places Passport Program	\$ 10,000.00	\$ 3,000.00	✓	✓	✓	✓	✓	✓
Central Vancouver Island Job Opportunities Building Society	Blade Runners 2017-2018	\$ 10,000.00	\$ 10,000.00	✓	✓	✓	✓	✓	✓
Parksville and District Chamber of Commerce	Mid Island Tech Forum	\$ 15,000.00	Denied						
Spring 2017 Sub-Total		\$ 79,228.50	\$28,000						
2017 Grand Total			\$28,000						

Northern Community Economic Development

Program Guide

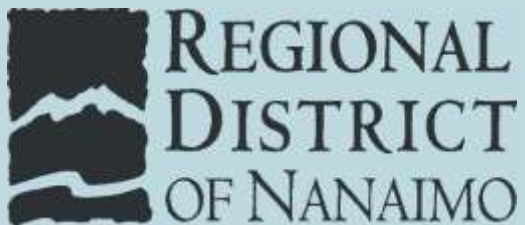
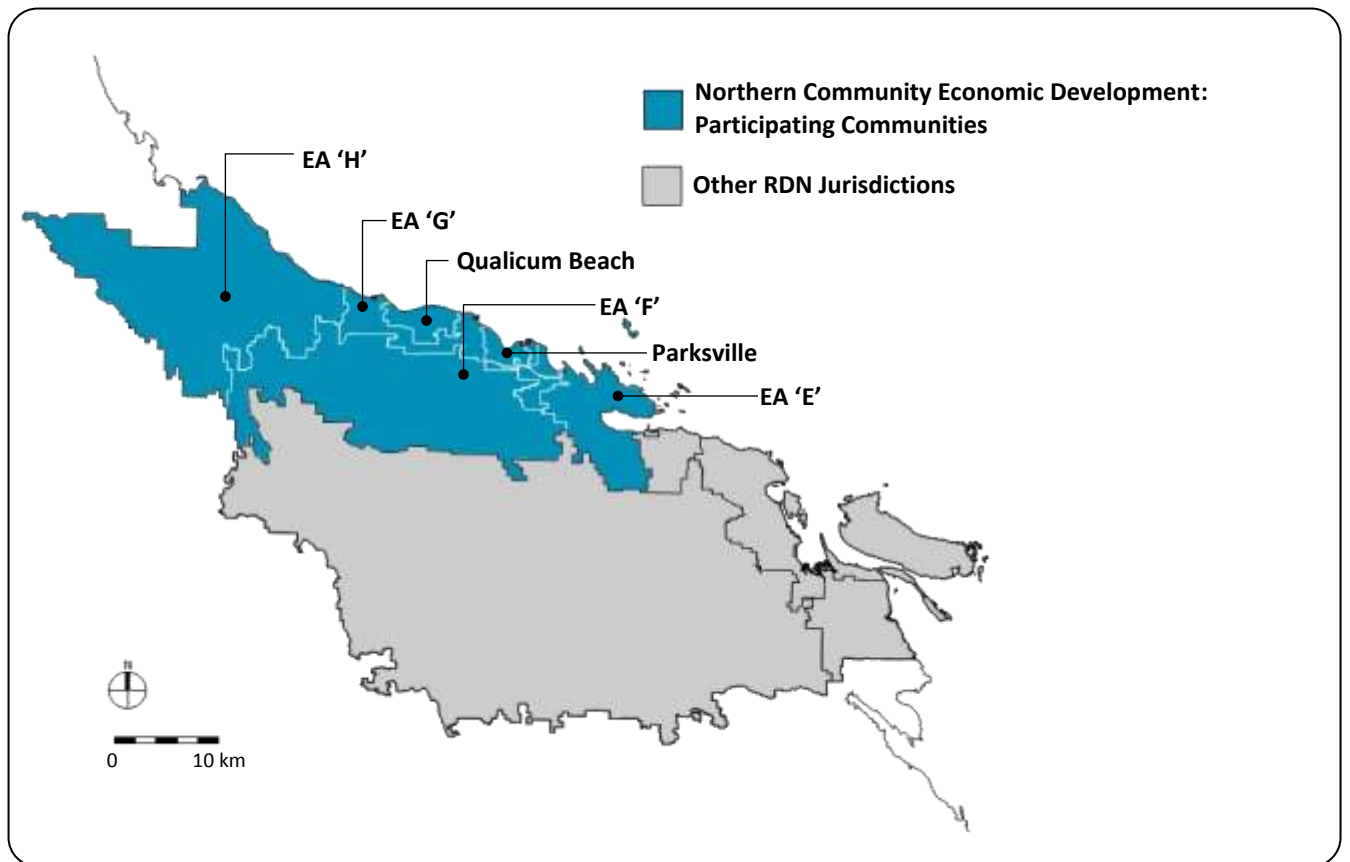


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Purpose

The Northern Community Economic Development Program provides the RDN Board of Directors with a tool to activate projects that advance the Board’s vision for a strong local economy and support the Board Strategic Plan and Regional Growth Strategy through economic development initiatives that benefit the City of Parksville, the Town of Qualicum Beach, and Electoral Areas ‘E’, ‘F’, ‘G’, and ‘H’.



Board Vision: Our Economy

The RDN Board’s vision for a strong, thriving and creative local economy is as follows:

Residents in the Region are employed in a wide variety of interesting and rewarding occupations. Our downtowns are vibrant places, and there is a wide variety of different sizes and types of businesses in the Region. The economy of the Region is healthy and continues to diversify and grow. Businesses in the Region are environmentally responsible, and there are systems in place to favour these businesses. It is economically viable to produce goods and services in the Region that are environmentally friendly, and residents favour these goods and services over those made available from outside the Region.

This vision will guide decision makers when considering funding for economic development proposals.

Goal: Enhanced Economic Resilience

A resilient regional economy can withstand instability originating from outside our borders and adapt to change when necessary. This relies on industries built around the efficient use of local natural resources, developing regional expertise in emerging sectors, retaining youth and young professionals, attracting investment from abroad, and using shifting community demographics to our best advantage.

Principles

Flexibility

Decision-makers will have the flexibility to support a wide range of project types that support local economic development and offer the greatest potential for sustained regional economic benefit.

Foster Diversification

Projects will encourage diversification in the local value-added economy, create opportunities for transition in traditional industrial sectors, or broaden the region's attractiveness as a tourism destination.

Cultivate the Entrepreneurial Spirit

Projects will build skills through training, education and professional development for small business owners and aspiring entrepreneurs, particularly those seeking to develop markets for socially and environmentally responsible goods and services.

Support Innovation in Science and Technology

Science and technology are essential economic drivers, providing new solutions to environmental challenges and improving efficiencies in existing sectors. The program will support projects that generate economic opportunity through innovation in science and technology.

Facilitate Cooperation

Cooperative action and solid partnerships achieve real results. Initiatives that demonstrate partnerships between complementary organizations, leverage funding from multiple stakeholders, or establish enduring networks of communication offer economic potential for the region.

Create Regional Benefits

Ideal projects will be those that identify and address a regional economic development need, produce economic benefits that stay within the northern communities of the RDN, and result in a measurable economic impact in the region.

Priority Areas

Employment and Skills Training

Training to support:

- The development of a skilled workforce adapting to the emerging trends of the 21st Century;
- Transitional programs for the unemployed and under-employed, especially youth;
- HR programs for employers working to create the best possible working environments.

Assistance for Start-ups and Self Employment

Programs to assist small businesses with:

- Development of business plans and strategies, networking, and market research;
- Acquisition of information, business technology and communications systems.

Arts, Culture and Media

Building cultural institutions in the Region through:

- Community cultural events that support local businesses and attract visitors;
- Promotion of arts and cultural activities in non-urban areas to promote regional tourism.

Agriculture and Aquaculture

Strengthening the economic viability of agriculture and aquaculture by:

- Promoting and marketing regional food producers and the Vancouver Island diet;
- Supporting local farmers with business development and management training;
- Cultivating growth in agri-tourism.

Forestry and Fisheries

Advancing sustainable approaches to the resource sectors that built the Island economy by:

- Accelerating the transition toward value added products and processes for small businesses;
- Promoting adaptive management practices for small scale commercial operators;
- Supporting educational opportunities that benefit the forestry and fisheries sectors.

Renewable Energy and the Green Economy

Encourage investment and job creation in renewable energy, conservation and low carbon sectors with:

- Support for events, outreach and education programs that promote renewable energy systems;
- Support for business, school or community based organizations that actively promote renewable energy, carbon management, emission reductions or energy conservation initiatives.

High Tech Sector

Promote development within the high tech sector by:

- Identifying needs and opportunities to attract high tech businesses to the region;
- Supporting events and education, and establishing business networks within the sector.

Tourism and Recreation

Attracting more visitors with:

- Enhanced communications, advertising and outreach to draw people to the region;
- Support for innovative or unique events that showcase the region's recreational, environmental and tourism amenities.

Grant Amount

Total annual funding available to be shared across all projects is \$50,000. To maintain flexibility and diversity of the types of projects, a maximum of \$5,000 has been set for individual projects. The intent of these grants is to fund the broadest range of projects possible, providing the greatest net economic benefit to the region. Prospective applicants are encouraged to contact RDN staff to discuss project ideas and scope.

Eligibility

Eligible Projects

To be eligible for funding, projects must be located in or directly benefit one or more of the communities participating in the Northern Community Economic Development Service, and must clearly demonstrate economic benefits flowing to the general business community as well as the community as a whole.

Ineligible Projects

Ineligible projects are those located outside the Service area or that do not provide a direct economic benefit to one or more of the participating communities. In addition, projects that provide direct financial assistance to support business or commercial activities cannot be funded through this Program¹. To ensure eligibility for funding, businesses are encouraged to build partnerships with complementary businesses or organizations to develop eligible projects.

Eligible Costs

Funds awarded through this program can be used for the following purposes:

1. **Plans and Studies:** Expenditures by project proponents, including consultant fees, to undertake economic development related research projects, plans and feasibility studies.
2. **Minor Capital and Information Technology:** Investment in minor capital and information technology for eligible projects in support of local business development.
3. **Events:** Costs associated with coordinating and hosting conferences, trade shows, community cultural and other events that provide measurable economic development opportunities.
4. **Targeted Operating Costs:** Any operating costs that are temporary in nature, and incurred through the delivery of a project that promotes or results in direct economic benefits for the community.

¹ Section 273 of the *Local Government Act* prohibits a Regional Board from providing assistance, including grants, to business, commercial or industrial undertakings.

Ineligible Costs

Funds awarded through this program cannot be used for the following purposes:

1. **Ongoing Operating Costs:** Any operating costs that are permanent in nature, including but not limited to energy bills, tax, rent or lease payments and wages for permanent employees.
2. **Land Acquisition:** Funding from this program cannot be used for the purchase of land or buildings.
3. **Major Capital:** Due to limited funding availability, this program will not provide support for investment in major capital works or infrastructure projects.

Evaluation Criteria

Projects will be evaluated against the following criteria:

Project Viability

- Clear and well-defined project;
- Strong potential for success;
- Realistic goals;
- Sufficient information provided.

Financial and Administrative Feasibility

- Realistic budget with clearly identified capacity to undertake work;
- Evidence that the funds will be well managed;
- Demonstration of other funding sources.

Economic Benefit

- Demonstrates quantifiable economic benefits to the Northern Communities of the RDN;
- Leads to increased economic activity or employment in the Northern Communities of the RDN;
- Will attract business and investment to the Northern Communities of the RDN.

New and Unique

- Unique component is evident in the project – the work is not already being attempted;
- The proposal does not replicate an existing event, program or project;
- Support will not compete with existing businesses or generate unfair competition for small or local businesses.

Community Support

- Well-articulated community benefit;
- Demonstrates partnership with the community or other organizations;
- Addresses priorities identified in the context of a community vision (Official Community Plan, Regional Growth Strategy or Board Strategic Plan).

Approval and Payment of Grant

Application Deadline

There is no application deadline. Applications will be received at any time during the year, and reviewed a minimum of twice annually by the Northern Community Economic Development Select Committee. Hard copies are to be sent to the following address:

Northern Community Economic Development Program
Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC, V9T 6N2

Digital copies in pdf format can be sent to nced@rdn.bc.ca.

Application Package

Applicants must submit a completed Application Form, as well as any supporting material deemed necessary to communicate the project idea to the Select Committee.

Awarding of Projects

The Northern Community Economic Development Select Committee will recommend projects to receive funding to the RDN Board. This committee is comprised of elected representatives from each of the communities participating in the program: the City of Parksville, the Town of Qualicum Beach, and Electoral Areas 'E', 'F', 'G', and 'H'. While the committee will strive for consensus in awarding projects, final recommendations will be made by vote.

The committee will meet at least twice annually, once in the spring and once in the fall, to recommend projects to receive funding to the Board of Directors and to review Project Summary Reports. Final authorization of funding will be subject to the approval of the Regional District of Nanaimo Board.

Payment of Grant

Once successful projects have been approved, a one-time payment in the total grant amount will be made to the applicant identified on the Application Form.

Reporting Outcomes

Recipients of funding are required to complete and submit a Summary Report and present project results to the Northern Community Economic Development Select Committee at the conclusion of the project, or 12 months after receiving funding. The Summary Report will be made available to the public via the RDN website, and will identify how program funding was ultimately used, whether the objectives of the project were met, and will include attachments of reports, brochures, or other documents produced as a result of the project. A Summary Report template is included in this Guide.

Northern Community Economic Development

Forms:

Application Form

Summary Report

NAME OF ORGANIZATION:		AMOUNT REQUESTED:
MAILING ADDRESS:		
CONTACT PERSON:	TELEPHONE NUMBER: FAX NUMBER:	E-MAIL ADDRESS:

PROJECT TITLE:
PROJECT DESCRIPTION:
(Please attach any supporting materials and documents produced as a result of the project.)
PROJECT AREA (SELECT ALL THAT APPLY):
<input type="checkbox"/> PARKSVILLE <input type="checkbox"/> QUALICUM BEACH <input type="checkbox"/> EA 'E' <input type="checkbox"/> EA 'F' <input type="checkbox"/> EA 'G' <input type="checkbox"/> EA 'H'
DESCRIBE IN DETAIL WHAT THE NORTHERN COMMUNITY ECONOMIC DEVELOPMENT FUNDS WILL BE USED FOR:
(Please attach additional pages as necessary.)
LIST ALL GRANTS RECEIVED AND/OR APPLIED FOR FROM OTHER SOURCES:
(Please attach additional pages as necessary.)

Please Note: The Regional District of Nanaimo is subject to the provisions of *The Freedom of Information and Protection of Privacy Act* and cannot guarantee that information provided can or will be held in confidence.

EXPLAIN HOW YOUR PROJECT SUPPORTS THE PRINCIPLES AND PRIORITY AREAS OF THE PROGRAM:

(Please attach additional pages as necessary.)

LIST ANY MEASURABLE ECONOMIC BENEFITS OR OTHER OUTCOMES THAT WILL RESULT FROM THIS PROJECT:

(Please attach additional pages as necessary.)

PLEASE PROVIDE THE FOLLOWING SUPPLEMENTAL MATERIAL:

- An Organizational Chart illustrating the structure of your organization, including Directors and volunteers.
- A copy of a bank statement showing your organization's name and address.
- A copy of your organization's financial statements for the current year and one year prior.
- A copy of your organization's budget for the current year and one year prior.
- Any supporting materials you consider necessary to communicate your project idea.

SIGNATURE	DATE:
By signing here, you confirm that you have read the Program Guide and that you are signing on behalf of an eligible applicant.	

SUBMIT HARD COPIES TO: **NORTHERN COMMUNITY ECONOMIC DEVELOPMENT PROGRAM**
REGIONAL DISTRICT OF NANAIMO
6300 HAMMOND BAY ROAD
V9T 6N2

SUBMIT DIGITAL COPIES TO: nced@rdn.bc.ca

OFFICE USE ONLY:	
DATE RECEIVED:	RECEIVED BY:
COMMENTS:	
FUNDING AWARDED: <input type="checkbox"/> YES <input type="checkbox"/> NO	AMOUNT AWARDED:

Please Note: The Regional District of Nanaimo is subject to the provisions of *The Freedom of Information and Protection of Privacy Act* and cannot guarantee that information provided can or will be held in confidence.

PROJECT TITLE		
NAME OF ORGANIZATION:		
CONTACT PERSON:	TELEPHONE NUMBER:	E-MAIL ADDRESS:
	FAX NUMBER:	
TOTAL NCED PROGRAM FUNDING:	TOTAL PROJECT BUDGET:	
PROJECT START DATE (YYYY/MM/DD):	PROJECT END DATE (YYYY/MM/DD):	
PERCENT COMPLETE:		
IF NOT COMPLETE, WHAT ASPECTS OF THE PROJECT REMAIN? PROVIDE ESTIMATED COMPLETION DATE:		

PROJECT AREA (SELECT ALL THAT APPLY):
<input type="checkbox"/> PARKSVILLE <input type="checkbox"/> QUALICUM BEACH <input type="checkbox"/> EA 'E' <input type="checkbox"/> EA 'F' <input type="checkbox"/> EA 'G' <input type="checkbox"/> EA 'H'
PLEASE PROVIDE A SUMMARY OF THE PROJECT RESULTS:
(Attach any documents or other materials produced as a result of this project).
DESCRIBE THE ECONOMIC BENEFITS OR OTHER OUTCOMES THAT HAVE RESULTED FROM THIS PROJECT:
(Please attach any supporting information that quantifies the economic benefits of the project.)
PLEASE DESCRIBE HOW THE PROJECT HAS MET THE PROGRAM PRINCIPLES AND PRIORITY AREAS:
(Please attach additional pages as necessary.)

OFFICE USE ONLY:		
DATE RECEIVED:	RECEIVED BY:	POSTED ONLINE: <input type="checkbox"/> YES <input type="checkbox"/> NO

Please Note: Completed Summary Reports will be posted publicly on the Regional District of Nanaimo website.

TO: Regional District of Nanaimo Board **MEETING:** March 27, 2018
FROM: Nick Redpath
Planner **FILE:** PL2017-200
SUBJECT: Amendment Bylaw 500.415, 2018 – Adoption Report

RECOMMENDATION

That “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.415, 2018” be adopted.

SUMMARY/CONCLUSIONS

Bylaw 500.415 includes amendments to clarify that regulations for the production of cannabis apply to both medical and non-medical cannabis. The Amendment Bylaw was introduced and read two times on January 23, 2018 and the public hearing for the Amendment Bylaw was waived by the Board at this same meeting. The Amendment Bylaw received third reading on February 27, 2018 and was referred to the Ministry of Transportation and Infrastructure (MOTI) and received approval on March 9, 2018. The Board can now adopt Amendment Bylaw No. 500.415, 2018.

BACKGROUND

Regional District of Nanaimo Zoning Bylaw 500 does not specifically include non-medical cannabis production and Bylaw No. 500.415 is necessary to address this use. The amendment will reflect the change in terminology from “marihuana” production to “cannabis” production by the federal government and to regulate the production of cannabis for non-medical purposes to meet the demands for the legalization of cannabis later this year. Amendment Bylaw 500.415, 2018 was introduced and given first and second reading on January 23, 2018. The Public hearing was waived by the Board at its January 23, 2018 meeting.

If a local government waives the holding of a public hearing under the *Local Government Act*, it must give notice of the waiver in accordance with Section 467 of the Act. In order to meet the statutory notification requirements for the amendment bylaw, notification of the Board’s waiver of the public hearing and intent to consider third reading of the bylaw at the regular Board meeting on February 27, 2018, was published on February 20 and 22 in the Nanaimo News Bulletin and in the Parksville Qualicum Beach News.

Amendment Bylaw 500.415, 2018 received third reading on February 27, 2018 and MOTI approval on March 9, 2018.

ALTERNATIVES

1. To adopt “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.415, 2018”.
2. To not adopt “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.415, 2018”.



Nick Redpath
nredpath@rdn.bc.ca
March 12, 2018

Reviewed by:

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

Attachment

1. Proposed Amendment Bylaw No. 500.415, 2018

Attachment 1
Proposed Amendment Bylaw No. 500.415, 2018

**REGIONAL DISTRICT OF NANAIMO
BYLAW NO. 500.415**

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

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.415, 2018”.
- B. The “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”, is hereby amended as follows:
 1. Under **PART 2, INTERPRETATION, DEFINITIONS** by adding the following definitions in alphabetical order:

cannabis means any plant of the genus *Cannabis*; including:

- a) any part of a cannabis plant, including the phytocannabinoids produced by, or found in, such a plant, regardless of whether that part has been processed or not;
- b) any substance or mixture of substances that contains or has on it any part of such a plant; and
- c) any substance that is identical to any phytocannabinoid produced by, or found in, such a plant, regardless of how the substance was obtained;

cannabis production means the medical and non-medical commercial production, cultivation, synthesis, harvesting, altering, propagating, processing, packaging, storage, distribution or scientific research of cannabis or cannabis products as permitted by the *Access to Cannabis for Medical Purposes Regulations (ACMPR)* and *Bill C-45 (the Cannabis Act)*, and any subsequent regulations or acts which may be enacted henceforth, but excludes the growing of cannabis by an individual for their personal use and consumption;

cannabis products means plant material from cannabis and any products that include cannabis or cannabis derivatives, intended for human use or consumption;

2. Under **PART 2, INTERPRETATION, DEFINITIONS** by deleting the following definition:

medical marihuana production means the cultivation and production of medical marihuana wholly within a facility as permitted under the *Marihuana for Medical Purposes Regulations (MMPR)*, and any subsequent regulations or acts which may be enacted henceforth;

- 3. Under **PART 2, INTERPRETATION, DEFINITIONS** by deleting the definition of **agriculture** and replacing it with the following:

agriculture means a use providing for the growing, rearing, producing and harvesting of trees and shrubs; housing livestock, poultry, fur-bearing animals, bees; animal feeding and holding areas; storage crops; and the processing and sale of the primary agricultural products harvested, reared or produced on that farm, including the rough sawing of logs, but excludes animal care, and the following uses on lands that are not in the Agricultural Land Reserve: fur farm, mushroom farm, intensive swine operation, feedlot and cannabis production and specifically excludes horse boarding stable on land located within the Resource Management 3 (RM3) and Rural 5 (RU5) zones;

- 4. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 3.3.10) a) 1) XII. and replacing it with the following:

XII.	<p>Cannabis Production</p> <p>-All building and structures except:</p> <ul style="list-style-type: none"> a. the setback shall be 60.0 m from all lot lines adjacent to non-ALR residential uses and; b. the setback shall be 150.0 m from any parcel that contains a park or school 	30.0 m
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- 5. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 14) b) xxix) and replacing it with the following:

xxix) cannabis production.

- 6. Under **PART 3, LAND USE REGULATIONS, Section 3.3 General Regulations** by deleting Subsection 3.3.15) c) and replacing it with the following:

c) Cannabis Production

Cannabis production is permitted on land located within the Agricultural Land Reserve if:

- i) The production of cannabis is contained wholly within licensed facilities as permitted by the *Access to Cannabis for Medical Purposes Regulations (ACMPR)* and *Bill C-45 (the Cannabis Act)*.
- ii) The minimum setback for all structures associated with cannabis production is 30.0 metres from all property lines.

Introduced and read two times this 23rd day of January, 2018.

Public Hearing waived in accordance with Section 467 of the *Local Government Act*.

Read a third time this 27th day of February, 2018.

Approved by the Minister of Transportation and Infrastructure pursuant to the *Transportation Act* this 9th day of March, 2018.

Adopted this ___ day of _____ 2018.

Chair

Corporate Officer

TO: Regional District of Nanaimo Board **MEETING:** March 27, 2018
FROM: Kristy Marks
Planner **FILE:** PL2017-060
SUBJECT: **Zoning Amendment Application No. PL2017-060
2347 & 2419 Cedar Road – Electoral Area ‘A’
Amendment Bylaw No. 500.412, 2018 – Adoption
Lot A, Sections 8, 9 and 10, Range 1, Cedar District, Plan VIP 76153**

RECOMMENDATION

That the Board adopt “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”.

SUMMARY/CONCLUSIONS

The proposed Amendment Bylaw No. 500.412 would permit the conversion of an existing dwelling unit to an office and file/urn storage accessory to the existing cemetery on the subject property. The applicant has satisfied the conditions of approval for proposed “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”, therefore staff recommends that the Board adopt Amendment Bylaw No. 500.412, 2018.

BACKGROUND

The Regional District of Nanaimo has received an application from Arbor Memorial Inc., Inc. No. A0087695 to rezone a portion of the subject property to permit the conversion of an existing dwelling unit to an office and file/urn storage accessory to the existing cemetery. Amendment Bylaw No. 500.412 was introduced and given first and second reading on January 23, 2018 (see Attachment 1). In accordance with Section 464 of the *Local Government Act* the Public Hearing was waived and notification of the Board’s waiver and intent to consider third reading of the bylaw was given in accordance with Section 467 of the *Act*. Amendment Bylaw 500.412 received third reading on February 27, 2018.

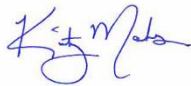
As a condition of rezoning approval, and prior to the adoption of the bylaw, the applicant was required to complete the following:

- The applicant is required to obtain source approval from the Vancouver Island Health Authority (VIHA) and, if required, a non-domestic water license from the Province.

The applicant has provided written confirmation from VIHA that they are not required to obtain an operating permit as they will not be providing a staff lunch room, therefore, the applicant has satisfied the conditions of approval. As such, the bylaw is presented to the Board for consideration for adoption.

ALTERNATIVES

1. To adopt “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”.
2. To not adopt “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”.



Kristy Marks
kmarks@rdn.bc.ca
March 2, 2018

Reviewed by:

- J. Holm, Manager, Current Planning
- G. Garbutt, General Manager, Strategic & Community Development
- P. Carlyle, Chief Administrative Officer

Attachments

1. Proposed Amendment Bylaw No. 500.412, 2018

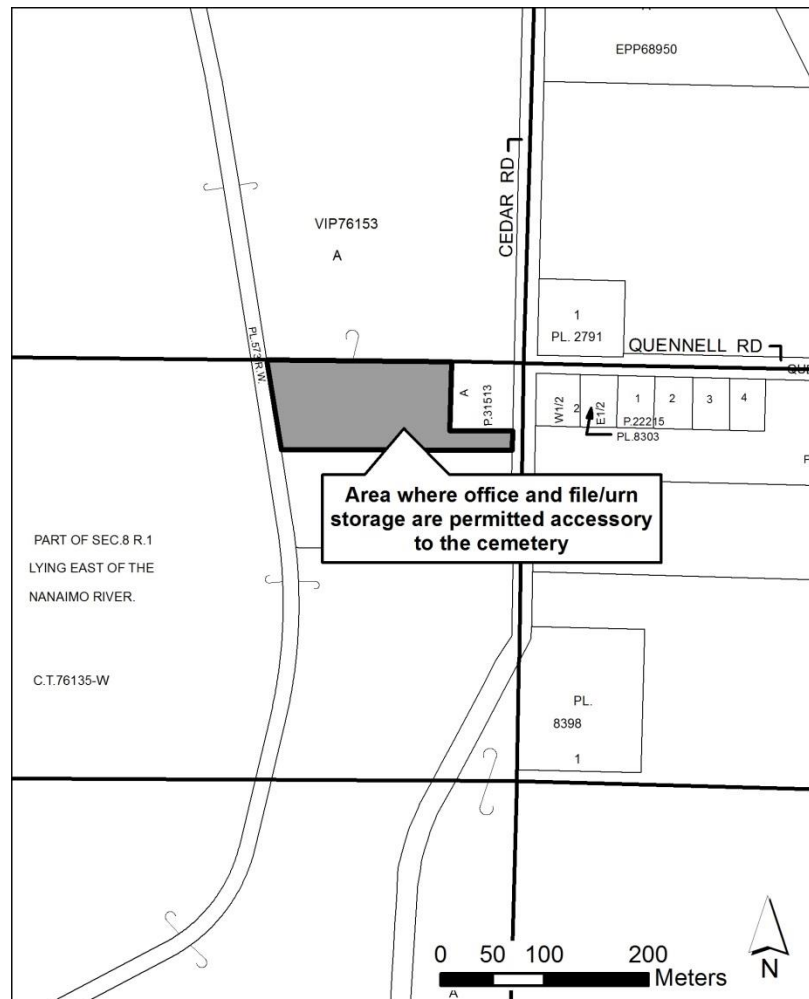
Attachment 1
Proposed Amendment Bylaw No. 500.412, 2018

REGIONAL DISTRICT OF NANAIMO
BYLAW NO. 500.412

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

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

- A. This Bylaw may be cited as “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.412, 2018”.
- B. The “Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987”, is hereby amended as follows:
 - 1. By adding the following section to the Agriculture 1 (AG1) Zone after Section 3.4.1.4 Part 6:
 - 7) Office and file/urn storage accessory to the cemetery shall be permitted in accordance with ALC non-farm use approval in the shaded area outlined in bold in the map below.



Introduced and read two times this 23rd day of January 2018.

Public Hearing waived in accordance with Section 467 of the *Local Government Act*.

Read a third time this 27th day of February, 2018.

Adopted this ___ day of _____ 20XX.

Chair

Corporate Officer

TO: Regional District of Nanaimo Board **MEETING:** March 27, 2018
FROM: Wendy Idema
Director of Finance **FILE:** 1700-06
SUBJECT: 2018 to 2022 Financial Plan Revised Bylaw No. 1771

RECOMMENDATIONS

1. That third reading of “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be rescinded.
2. That “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be amended to replace Schedule A as shown on Attachment 1.
3. That “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be read a third time as amended and as outlined in Attachment 1.
4. That “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018” be adopted.
5. That “Drinking Water and Watershed Protection Service Amendment Bylaw No. 1556.03, 2018” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.
6. That “Southern Community Economic Development Service Amendment Bylaw No. 1648.01, 2018” be introduced, read three times and forwarded to the Inspector of Municipalities for approval.

SUMMARY

Bylaw 1771 was introduced and given three readings at the February 27, 2018 Board meeting. Since that time, two grants have been received: \$6 million for Southern Community Wastewater and \$150,000 for asset management with impacts to the 2018 to 2022 Financial Plan. Additionally, motions were passed by the Board to fund INFilm for \$50,000, to add \$5,000 to the Gabriola Recreation Service, to add \$2,600 to the District 69 Marine Rescue Service and revised information has been received from BC Transit and for parcel numbers used for parcel taxes. The attached revised Schedule A represents current information for Bylaw adoption. The overall 2018 final tax requisition decreases by \$78,914.

Bylaws 1648.01 and 1556.03 are also included with this report to complete apportionment amendments required for two services in order to accurately reflect the approved 2018 budget. For 2018 there is a change to the Southern Community Economic Development Service requisition to only requisition funds from Electoral Area B for work being done by the Gabriola Island Chamber of Commerce. As well, there is a change to the Drinking Water and Watershed Protection Service to reduce the parcel tax amount to \$7.50 as a result of additional carry forward surplus from 2017.

BACKGROUND

Bylaw 1771 was introduced and given three readings at the February 27, 2018 Board meeting. Since that time, the following changes have occurred with impacts to the 2018 to 2022 Financial Plan. Revised budget and member summary information will be distributed and posted on the RDN website.

1. A \$6 million grant was received for the Greater Nanaimo Pollution Control Centre Secondary Treatment Upgrade Project from the Strategic Priorities Fund under the Gas Tax Transfer agreement. This \$6 million award will directly decrease the 2018 requisition by \$140,470 and the 2019 requisition by \$320,000. It will also result in an estimated \$9 million savings in debt servicing costs over the next 20 years.
2. A \$150,000 grant was received from the Strategic Priorities Fund under the Gas Tax Transfer agreement for a replacement cost study for the asset management project underway. This funding has no direct impact on the 2018 requisition; however, it will allow for incremental work on the project to be completed on an accelerated timeline and to a higher degree of accuracy. Work to date was previously being funded from reserves and spread over several years. Prior work also relied on historic cost increased by inflation and insurance data to estimate future replacement costs.
3. The Board passed a motion to fund INFilm for \$50,000 through the Community Grants requisition which is allocated across all participants on an assessment basis.
4. The Board passed a motion to increase the requisition by \$5,000 for the Gabriola Island Recreation Service from \$118,690 to \$123,690 in order to provide base funding to the Gabriola Arts Council which it can leverage to access other grant funding programs. This service is funded solely by Gabriola Island property owners.
5. The Board passed a motion to increase the requisition for the District 69 Marine Search and Rescue Service from \$5,000 to \$7,600 (an increase of \$2,600) to provide additional funding to the Lighthouse Marine Rescue Society. This service is funded solely by Electoral Area H.
6. Final parcel numbers have been received from the municipalities resulting in small increases to the Drinking Water and Watershed Protection requisition (\$1,380) and Regional Parks Capital requisition (\$2,576) parcel taxes.
7. BC Transit has provided their 2018/2019 annual operating agreement information. There is no direct impact to the 2018 tax requisition for Transit service; however, revised information on the special reserve held by BC Transit for the RDN Transit Service has been received and \$1,200,864 of RDN funds is being held to offset inflation impacts in future years. This process is in accordance with their agreement with the Province and *BC Transit Act Regulations*.

Two other bylaws require amendment for 2018 in order to ensure they accurately represent the apportionment of the requisition as approved in the budget. For 2018 there is a change to the Southern Community Economic Development Service requisition to only requisition funds from Electoral Area B for work being done by the Gabriola Island Chamber of Commerce. Pending a review of the Southern Community Economic Development Service, Electoral Area A and C will not be requisitioned for this service in 2018. As well, there is a change to the Drinking Water and Watershed Protection Service to reduce the parcel tax amount to \$7.50 as a result of additional carry forward surplus from 2017.

Bylaws 1648.01 and 1556.03 are included with this report to complete these apportionment amendments.

ALTERNATIVES

1. Approve the 2018 to 2022 Financial Plan as revised and adopt Bylaw No. 1771 as amended and provide three readings to Amendment Bylaws 1556.03 and 1648.01 to be forwarded to the Inspector of Municipalities for approval.
2. Provide alternate direction to staff.

FINANCIAL IMPLICATIONS

As noted above the overall change to the tax requisition since Bylaw No. 1771 was introduced in February is a \$78,914 decrease. Revised "Average Home Tax Change" charts by participant are included as Attachment 4 to provide a breakdown by area, and revised member summaries will be distributed and posted on the RDN website. Other than the INFilm grant funding, which impacts all areas, the changes noted above are specific to the participating areas and have varying impacts. The most significant change is for the City of Nanaimo with a \$107,905 (0.6%) decrease to the requisition as a result of the grant received for the Secondary Treatment Project at the Greater Nanaimo Pollution Control Centre.

STRATEGIC PLAN IMPLICATIONS

The 2018 to 2022 proposed Financial Plan is consistent with the current strategic plan and is guided by the Board governing principles to "Be Transparent and Accountable" and to "Show Fiscal Restraint" through improved financial planning and prudent use of tax dollars and to deliver the services expected by residents of the Region as cost effectively as possible.



Wendy Idema (widema@rdn.bc.ca)

Director of Finance

March 16, 2018

Reviewed by:

- D. Wells, General Manager, Corporate Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018
2. Drinking Water and Watershed Protection Service Amendment Bylaw No. 1556.03, 2018
3. Southern Community Economic Development Service Amendment Bylaw No. 1648.01, 2018
4. 2018 Estimated Average Home Tax Change by Area

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1771

A BYLAW TO ADOPT THE 2018 TO 2022 FINANCIAL PLAN

WHEREAS the Regional District of Nanaimo shall, in accordance with the the *Local Government Act*, adopt by bylaw a five year financial plan;

AND WHEREAS an expenditure not provided for in the financial plan or the financial plan as amended, is not lawful unless for an emergency that was not contemplated;

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

1. Definitions

“**Emergency**” means a present or imminent event that:

- a) is caused by accident, fire explosion or technical failure or by the forces of nature; and
- b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property.

2. Financial Plan

Schedule ‘A’ attached to this bylaw is hereby adopted as the Financial Plan for the Regional District of Nanaimo for the period January 1, 2018 to December 31, 2022.

3. Financial Plan Amendments

- a) Funds may be reallocated in accordance with the Regional District of Nanaimo’s purchasing policy for new projects.
- b) The officer responsible for financial administration may transfer unexpended appropriations to Reserve Funds and accounts for future expenditures.
- c) The Board may authorize amendments to the plan for Emergencies as defined herein.

4. Citation

This bylaw may be cited as “Regional District of Nanaimo Financial Plan 2018 to 2022 Bylaw No. 1771, 2018”.

Introduced and read three times this 27th day of February, 2018.

Adopted this _____ day of _____, 2018.

CHAIR

CORPORATE OFFICER

**CONSOLIDATED FINANCIAL PLAN
2018 TO 2022**

Chair

Corporate Officer

	2017 Budget	2018 Proposed	2019	2020	2021	2022	Total
Operating Revenues		6.6%	5.7%	3.7%	3.0%	3.2%	
Property taxes	(44,980,223)	(48,086,314)	(50,785,674)	(52,711,009)	(54,269,156)	(55,995,323)	(261,847,476)
Parcel taxes	(4,763,907)	(4,970,691)	(5,291,329)	(5,465,081)	(5,642,429)	(5,810,844)	(27,180,374)
Municipal agreements	(350,645)	(363,015)	(375,991)	(390,152)	(392,179)	(400,022)	(1,921,359)
	(50,094,775)	(53,420,020)	(56,452,994)	(58,566,242)	(60,303,764)	(62,206,189)	(290,949,209)
Operations	(3,566,245)	(3,877,345)	(3,788,006)	(3,821,623)	(3,854,008)	(3,888,770)	(19,229,752)
Interest income	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(150,000)	(750,000)
Transit fares	(4,486,982)	(4,480,232)	(4,573,182)	(4,656,357)	(4,792,965)	(4,889,041)	(23,391,777)
Landfill tipping fees	(7,600,000)	(8,200,000)	(8,282,000)	(8,282,000)	(8,364,820)	(8,364,820)	(41,493,640)
Recreation fees	(608,156)	(642,808)	(656,202)	(669,559)	(683,230)	(697,577)	(3,349,376)
Recreation facility rentals	(541,795)	(546,190)	(562,576)	(579,453)	(596,837)	(614,742)	(2,899,798)
Recreation vending sales	(4,500)	(5,900)	(5,900)	(5,900)	(5,900)	(5,900)	(29,500)
Recreation concession	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(25,000)
Recreation other	(453,415)	(500,450)	(515,464)	(530,927)	(546,854)	(562,361)	(2,656,056)
Utility user fees	(4,830,285)	(5,007,661)	(5,208,178)	(5,368,337)	(5,533,688)	(5,703,050)	(26,820,914)
Operating grants	(6,216,146)	(6,858,751)	(6,584,590)	(6,579,641)	(6,905,360)	(7,167,412)	(34,095,754)
Planning grants	(301,898)	(370,067)	(875,693)	(1,045,130)	(385,421)	(157,100)	(2,833,411)
Grants in lieu of taxes	(149,290)	(149,290)	(149,290)	(149,290)	(149,290)	(149,290)	(746,450)
Interdepartmental recoveries	(6,346,161)	(7,075,064)	(7,310,072)	(7,407,658)	(7,489,510)	(7,740,799)	(37,023,103)
Miscellaneous	(8,652,686)	(7,973,181)	(8,465,798)	(8,160,952)	(8,421,080)	(8,369,859)	(41,390,870)
Total Operating Revenues	(94,007,334)	(99,261,959)	(103,584,945)	(105,978,069)	(108,187,727)	(110,671,910)	(527,684,610)
Operating Expenditures							
Administration	4,521,662	4,733,548	4,809,215	4,841,894	4,915,459	4,991,709	24,291,825
Community grants	787,764	131,940	101,940	101,940	101,940	101,940	539,700
Legislative	511,635	769,731	728,992	741,445	754,127	942,042	3,936,337
Professional fees	2,464,845	3,306,734	2,310,015	2,017,677	1,964,209	1,998,027	11,596,662
Building ops	3,286,717	3,329,749	3,394,261	3,451,666	3,517,445	3,583,934	17,277,055
Veh & Equip ops	7,722,123	7,499,287	7,628,166	7,771,379	7,919,754	8,068,946	38,887,532
Operating costs	17,341,000	18,708,616	20,514,680	21,323,902	22,680,991	23,553,283	106,781,472
Program costs	1,109,238	1,417,666	1,389,938	1,266,705	1,278,634	1,290,756	6,643,699
Wages & benefits	32,313,526	34,034,732	34,850,603	35,552,609	36,263,654	36,958,938	177,660,536
Transfer to other gov/org	6,916,996	7,374,277	7,399,509	7,554,857	7,713,635	7,915,934	37,958,212
Contributions to reserve funds	8,369,629	10,433,016	9,772,110	8,835,084	7,776,667	7,466,786	44,283,663
Debt interest	4,533,834	4,627,007	4,241,826	3,996,881	3,832,919	3,766,722	20,465,355
Total Operating Expenditures	89,878,969	96,366,303	97,141,255	97,456,039	98,719,434	100,639,017	490,322,048
Operating (surplus)/deficit	(4,128,365)	(2,895,656)	(6,443,690)	(8,522,030)	(9,468,293)	(10,032,893)	(37,362,562)
Capital Asset Expenditures							
Capital expenditures	65,901,871	72,943,091	52,665,198	27,701,763	21,777,302	8,511,095	183,598,449
Transfer from reserves	(36,654,987)	(41,022,039)	(16,873,642)	(15,659,029)	(4,569,052)	(5,013,720)	(83,137,482)
Grants and other	(5,973,767)	(12,856,726)	(9,685,679)	(1,656,000)	(10,000)	(1,388,633)	(25,597,038)
New borrowing	(19,144,870)	(15,119,726)	(23,164,764)	(8,046,655)	(15,045,793)	(463,280)	(61,840,218)
Net Capital Assets funded from Operations	4,128,247	3,944,600	2,941,113	2,340,079	2,152,457	1,645,462	13,023,711
Capital Financing Charges							
Existing debt (principal)	4,371,769	4,958,635	4,595,643	4,588,207	4,304,759	4,162,453	22,609,697
New debt (principal & interest)	191,448	151,198	1,323,528	2,961,031	3,652,350	4,668,297	12,756,404
Total Capital Financing Charges	4,563,217	5,109,833	5,919,171	7,549,238	7,957,109	8,830,750	35,366,101
Net (surplus)/deficit for the year	4,563,099	6,158,777	2,416,594	1,367,287	641,273	443,319	11,027,250
Add: Transfer from appropriated surplus		(2,635,433)					(2,635,433)
Add: Prior year (surplus) / deficit	(12,163,067)	(12,146,812)	(8,623,468)	(6,206,874)	(4,839,587)	(4,198,314)	(36,015,055)
(Surplus) applied to future years	(7,599,968)	(8,623,468)	(6,206,874)	(4,839,587)	(4,198,314)	(3,754,995)	(27,623,238)

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1556.03

**A BYLAW TO AMEND THE DRINKING WATER AND WATERSHED PROTECTION
SERVICE ESTABLISHING BYLAW NO. 1556**

WHEREAS the Regional District of Nanaimo wishes to amend Regional District of Nanaimo Drinking Water and Watershed Protection Service Establishing Bylaw No. 1556, 2008 to alter the apportionment allocation;

AND WHEREAS the Regional Board has obtained the consent of at least two-thirds of the participants as required under the *Local Government Act*;

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

1. Citation

This bylaw may be cited for all purposes as the “Drinking Water and Watershed Protection Service Amendment Bylaw No. 1556.03, 2018”.

2. Amendment

“Drinking Water and Watershed Protection Service Establishing Bylaw No. 1556, 2008” is amended as follows:

(1) By deleting the table in Section 6(a) and replacing it with the following:

Year	Rate per Taxable Property
2012	Three (\$3) dollars
2013	Four (\$4) dollars
2014	Five (\$5) dollars
2015	Six (\$6) dollars
2016	Seven (\$7) dollars
2017	Eight (\$8) dollars
2018	Seven dollars & fifty cents (\$7.50)
2019 and thereafter	Eight (\$8) dollars

(2) By deleting the table in Section 6(b) and replacing it with the following:

Year	Rate per Taxable Property
2012	Six (\$6) dollars
2013	Seven (\$7) dollars
2014	Eight (\$8) dollars
2015	Eight (\$8) dollars

2016	Eight (\$8) dollars
2017	Eight (\$8) dollars
2018	Seven dollars & fifty cents (\$7.50)
2019 and thereafter	Eight (\$8) dollars

(3) By deleting the table in Section 6(c) and replacing it with the following:

Year	Rate per Taxable Property
2012	Ten (\$10) dollars
2013	Nine (\$9) dollars
2014	Eight (\$8) dollars
2015	Eight (\$8) dollars
2016	Eight (\$8) dollars
2017	Eight (\$8) dollars
2018	Seven dollars & fifty cents (\$7.50)
2019 and thereafter	Eight (\$8) dollars

Introduced and read three times this ____ day of _____, 2018.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2018.

Adopted this ____ day of _____, 2018.

CHAIR

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1648.01

**A BYLAW TO AMEND THE SOUTHERN COMMUNITY
ECONOMIC DEVELOPMENT SERVICE ESTABLISHING BYLAW NO. 1648**

WHEREAS the Regional District of Nanaimo wishes to amend Regional District of Nanaimo Southern Community Economic Development Service Establishing Bylaw No. 1648, 2011 to alter the apportionment allocation;

AND WHEREAS the Regional Board has obtained the consent of at least two-thirds of the participants as required under the *Local Government Act*;

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

1. Citation

This bylaw may be cited for all purposes as the "Southern Community Economic Development Service Amendment Bylaw No. 1648.01, 2018".

2. Amendment

"Southern Community Economic Development Service Establishing Bylaw No. 1648, 2011" is amended as follows:

(1) Section 6 "Citation" is renumbered as Section 7.

(2) A new Section 6 is added as follows:

6. Apportionment

In 2018, the costs of the service shall be apportioned among the Participating Areas as follows:

(a) The tax requisition for Electoral Area 'A' is \$0.00.

(b) The tax requisition for Electoral Area 'B' is \$65,000.

(c) The tax requisition for Electoral Area 'C' is \$0.00.

Introduced and read three times this ____ day of _____, 2018.

Received the approval of the Inspector of Municipalities this ____ day of _____, 2018.

Adopted this ____ day of _____, 2018.

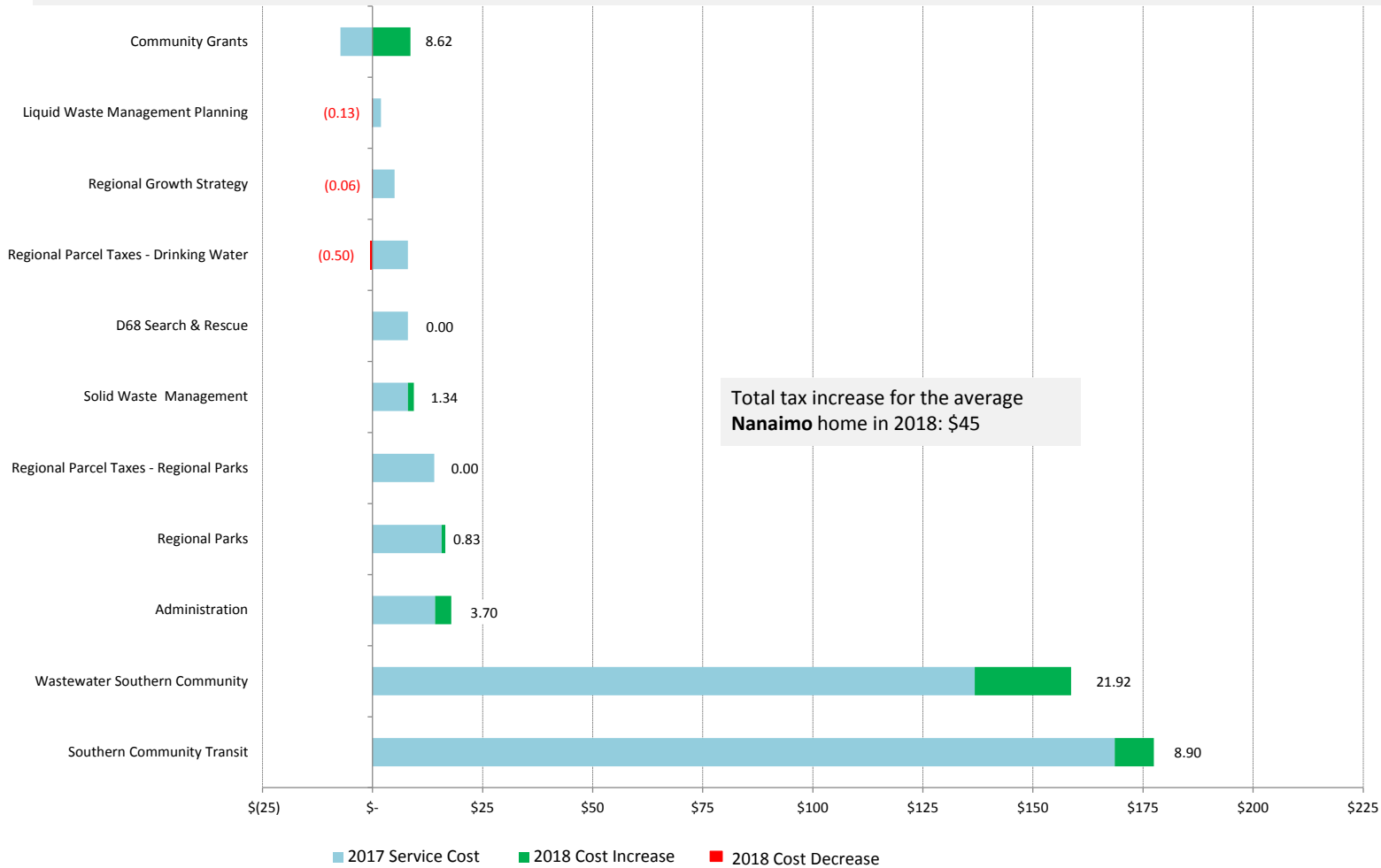
CHAIR

CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO SERVICES

City of Nanaimo Average Home Tax Change

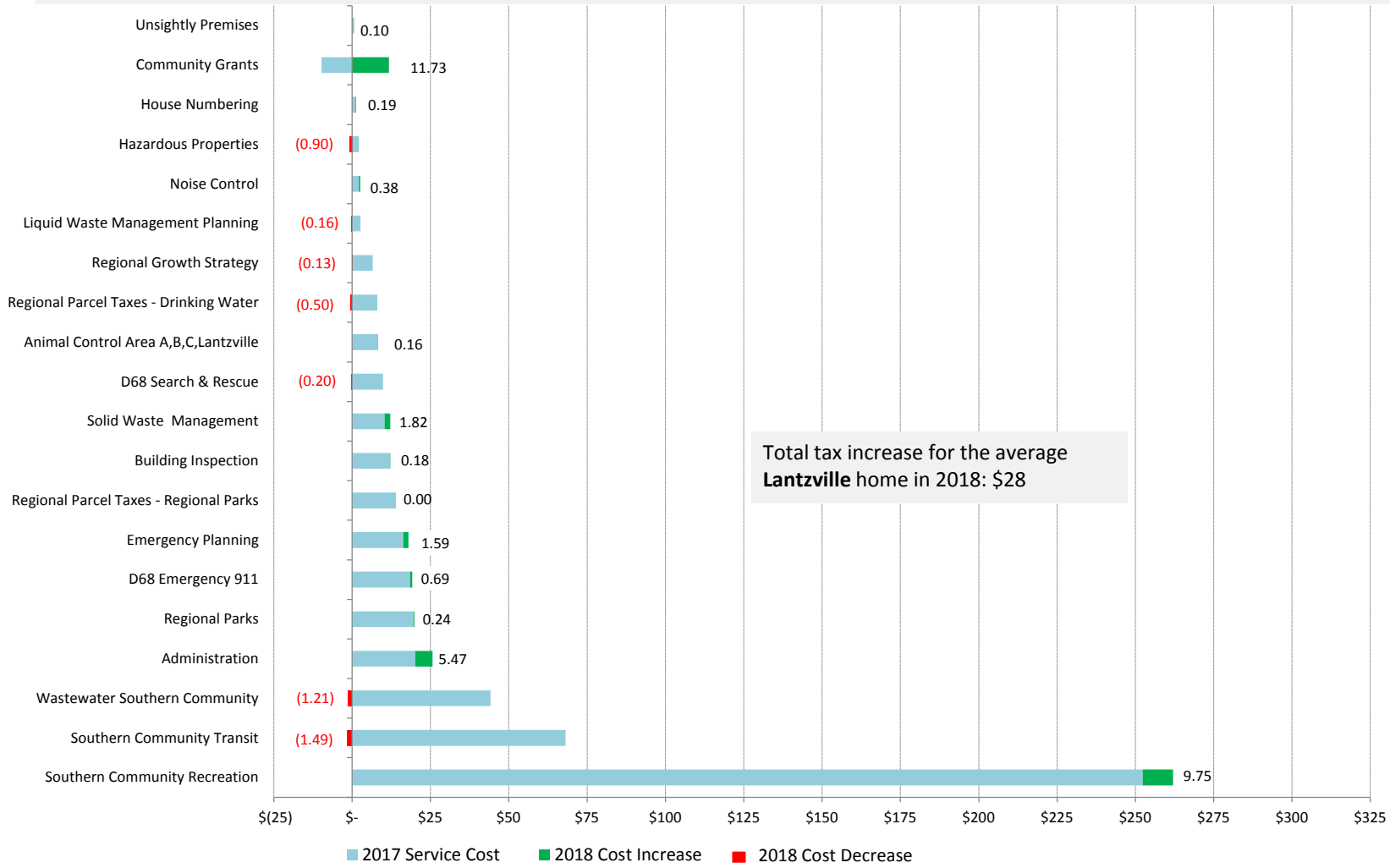
2018 Total Cost for the average **Nanaimo Home** (\$447,025) = \$418



REGIONAL DISTRICT OF NANAIMO SERVICES

District of Lantzville Average Home Tax Change

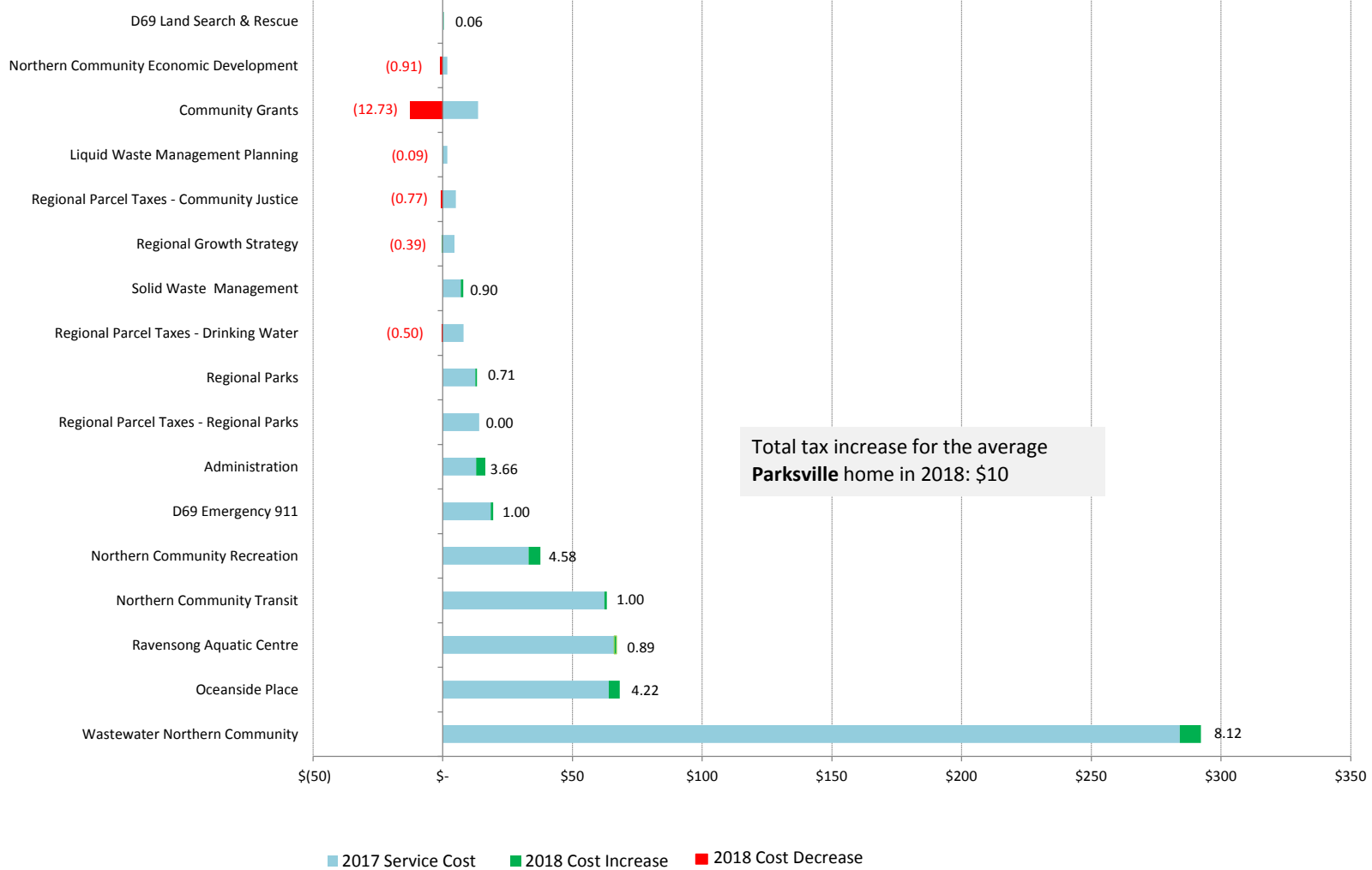
2018 Total Cost for the average **Lantzville Home** (\$640,711) = \$ 535



REGIONAL DISTRICT OF NANAIMO SERVICES

City of Parksville Average Home Tax Change

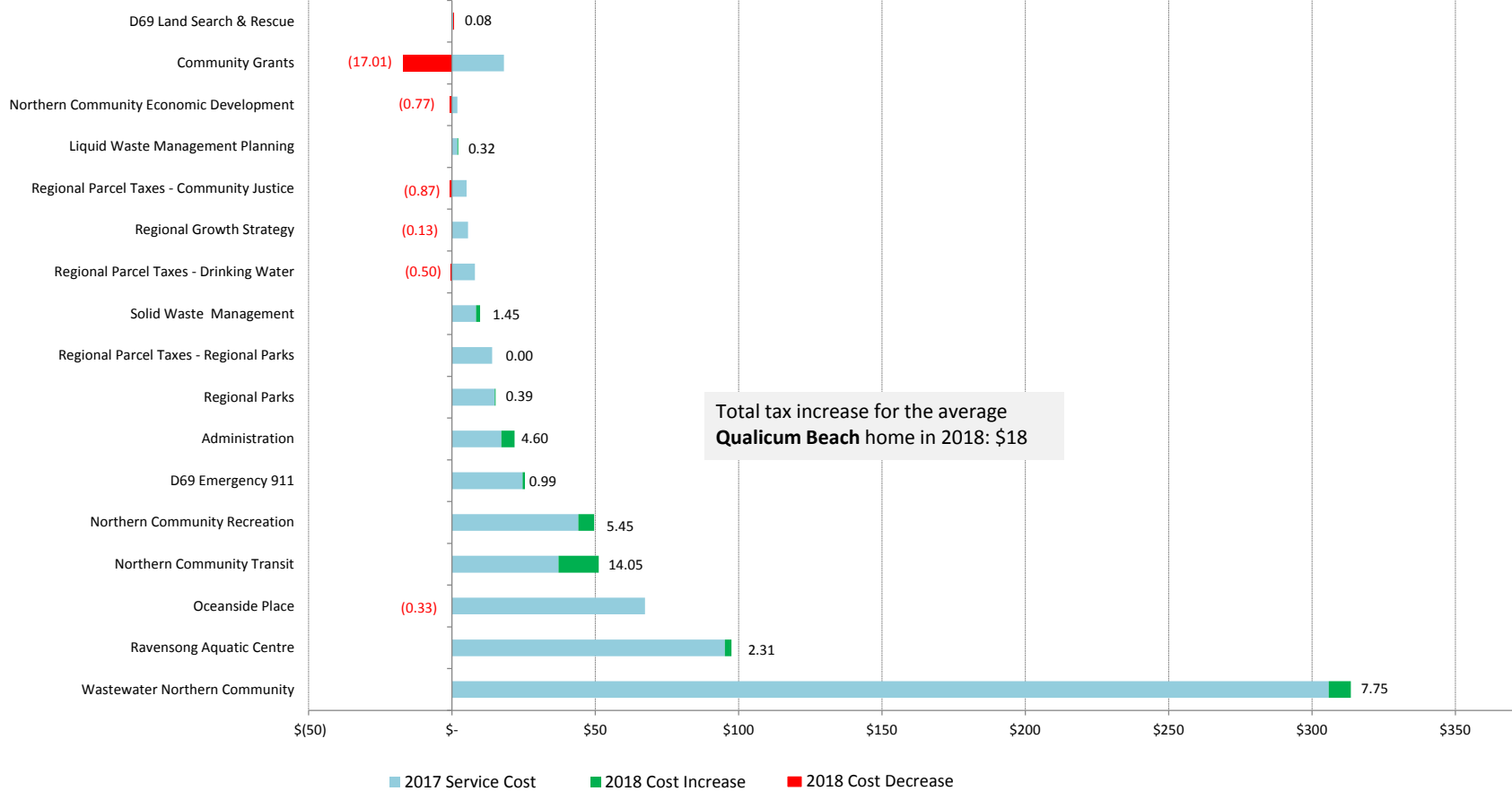
2018 Total Cost for the average Parksville Home (\$413,304) = \$ 619



REGIONAL DISTRICT OF NANAIMO SERVICES

Town of Qualicum Beach Average Home Tax Change

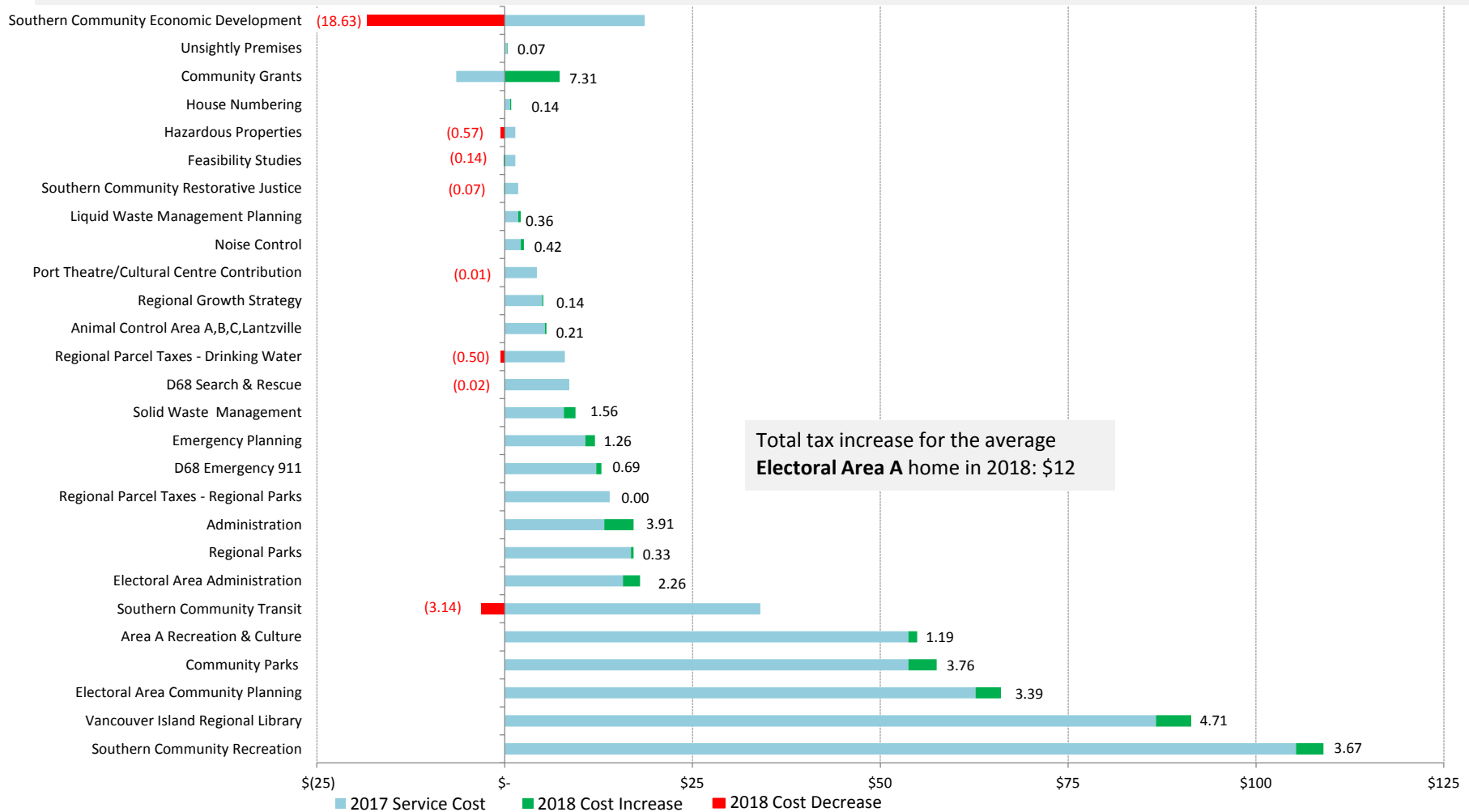
2018 Total Cost for the average **Qualicum Beach Home** (\$544,372) = \$ 687



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area A Average Home Tax Change

2018 Total Cost for the average **Electoral Area A Home** (\$429,057) = \$552



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area B Average Home Tax Change

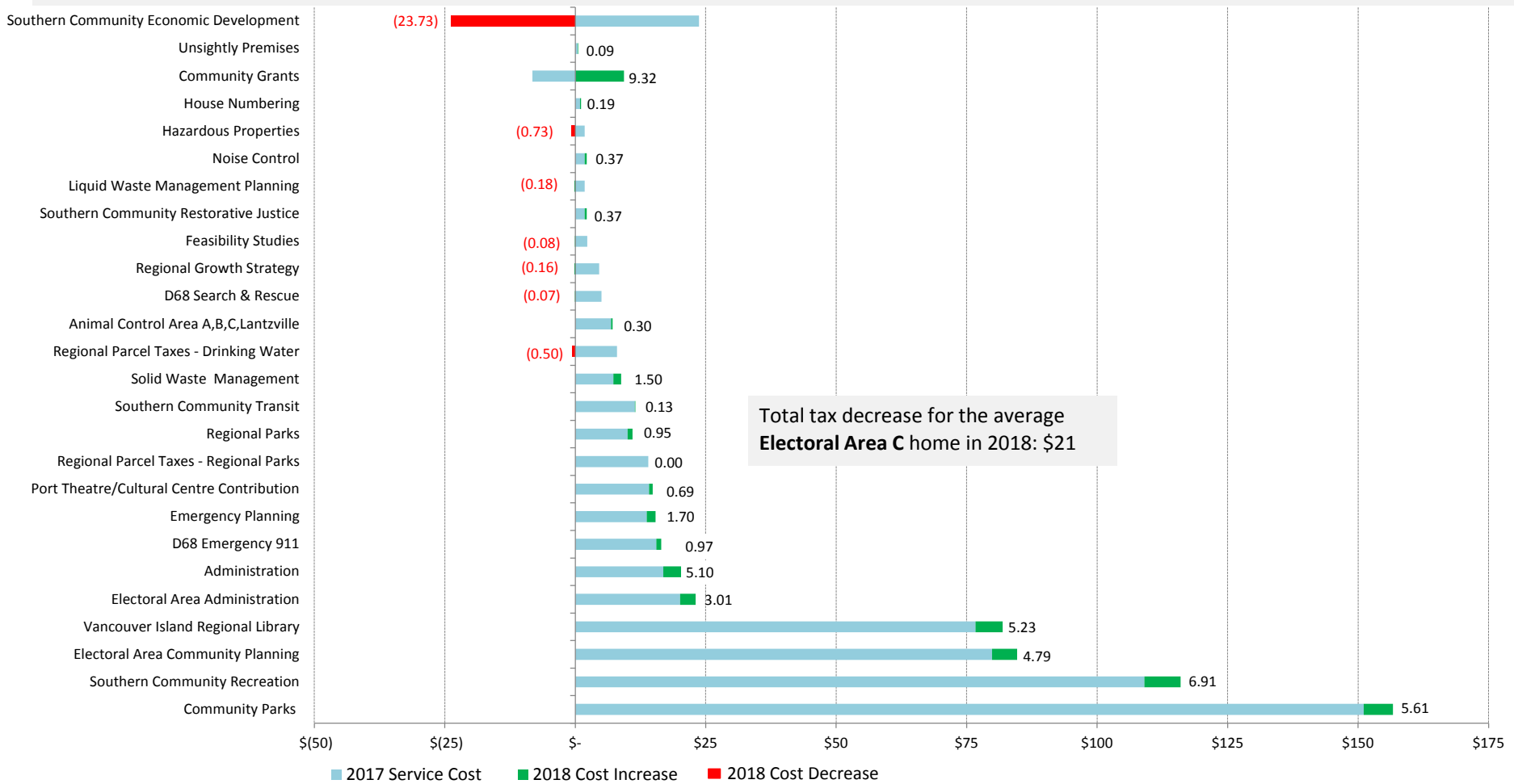
2018 Total Cost for the average **Electoral Area B Home** (\$353,415) = \$353



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area C Average Home Tax Change

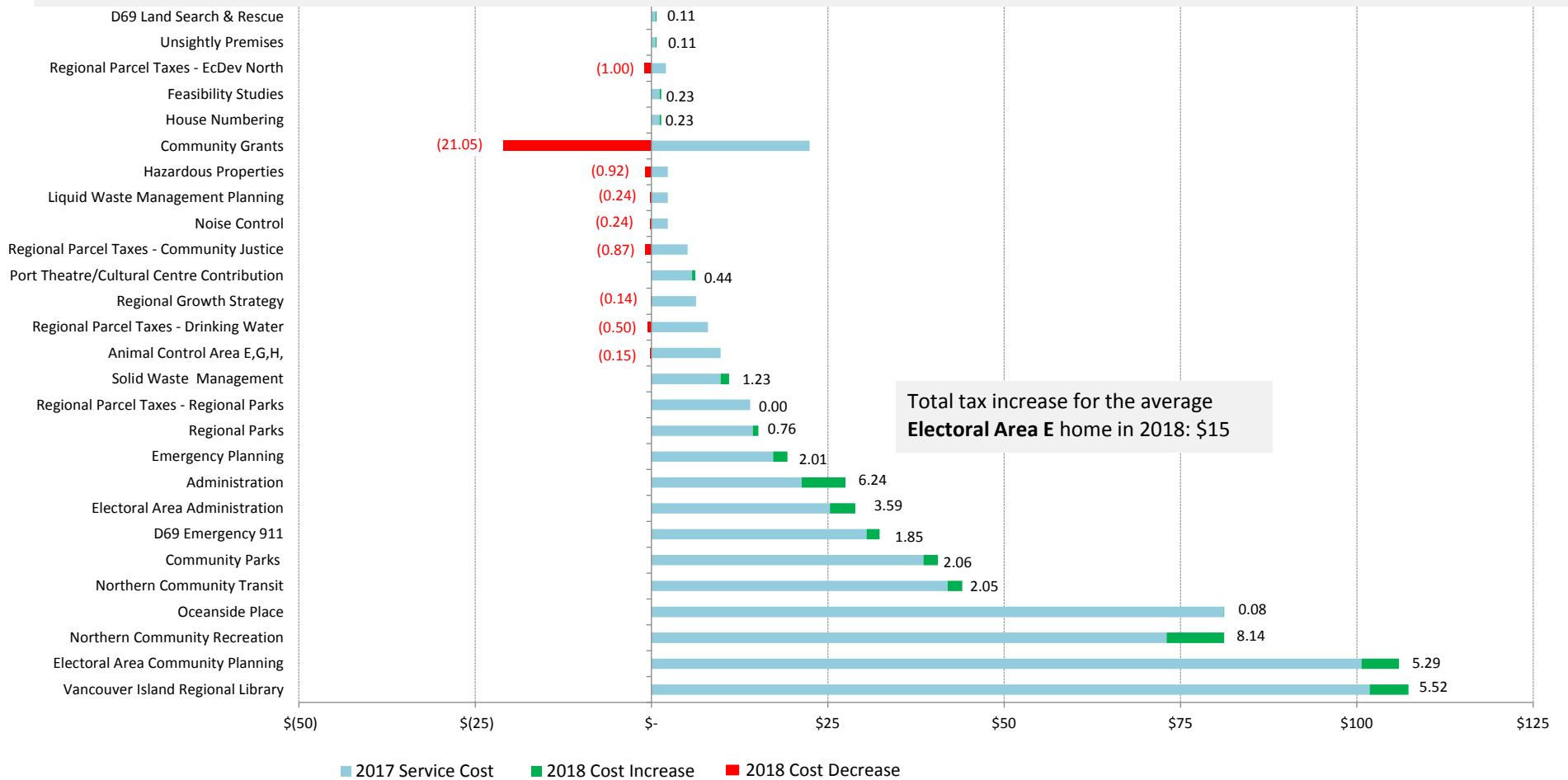
2018 Total Cost for the average **Electoral Area C Home** (\$549,738) = \$612



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area E Average Home Tax Change

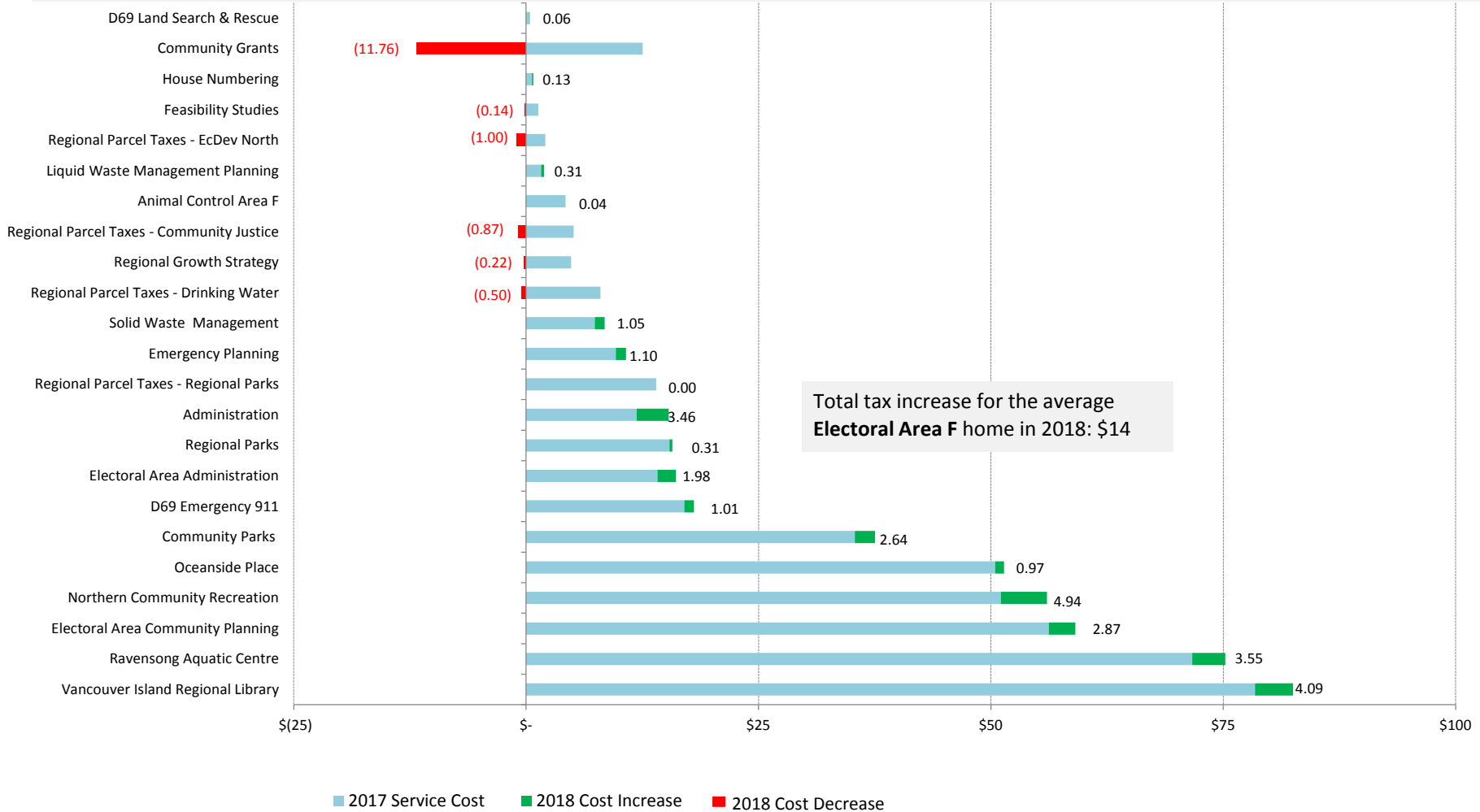
2018 Total Cost for the average Electoral Area E Home (\$688,052) = \$654



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area F Average Home Tax Change

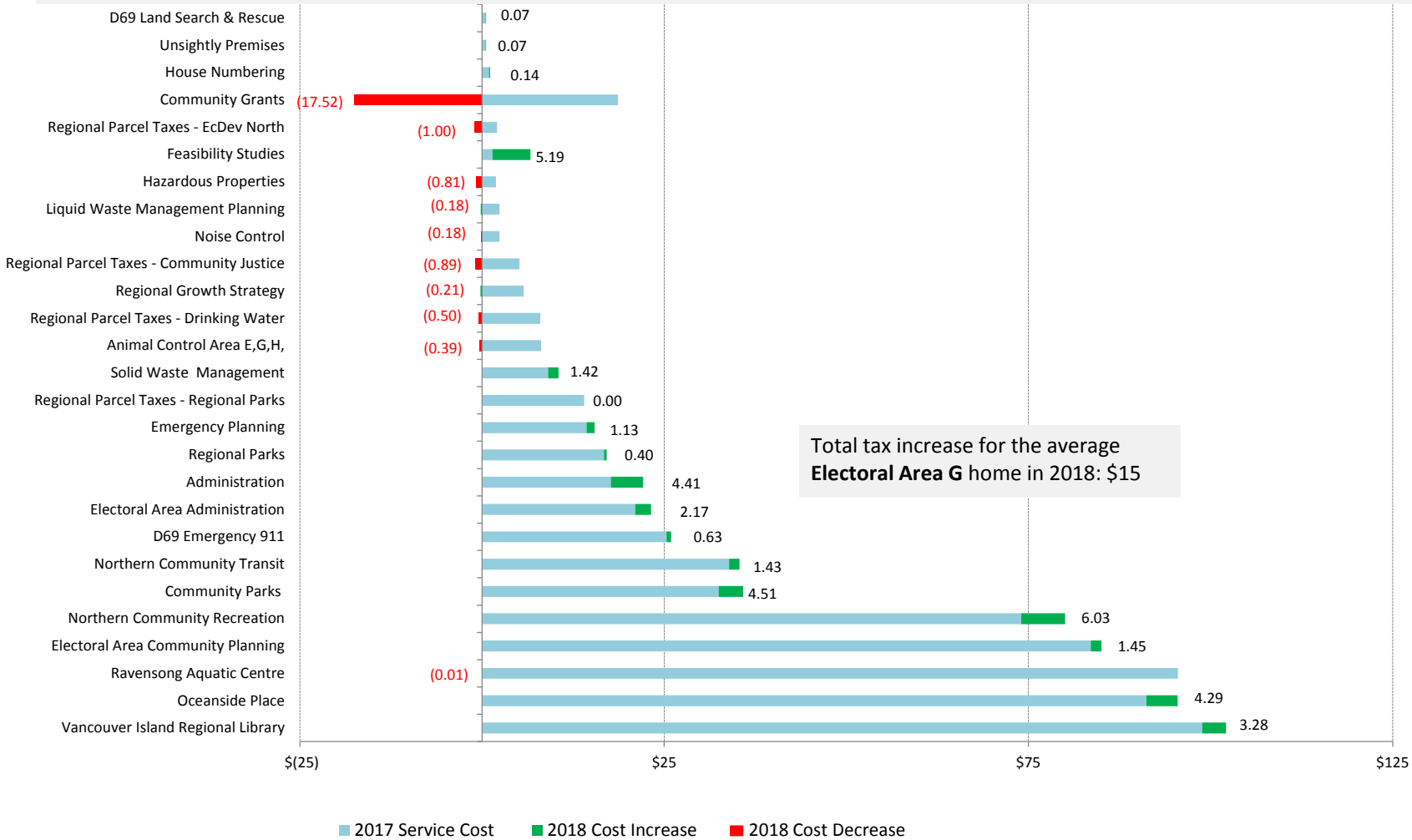
2018 Total Cost for the average Electoral Area F Home (\$383,737) = \$487



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area G Average Home Tax Change

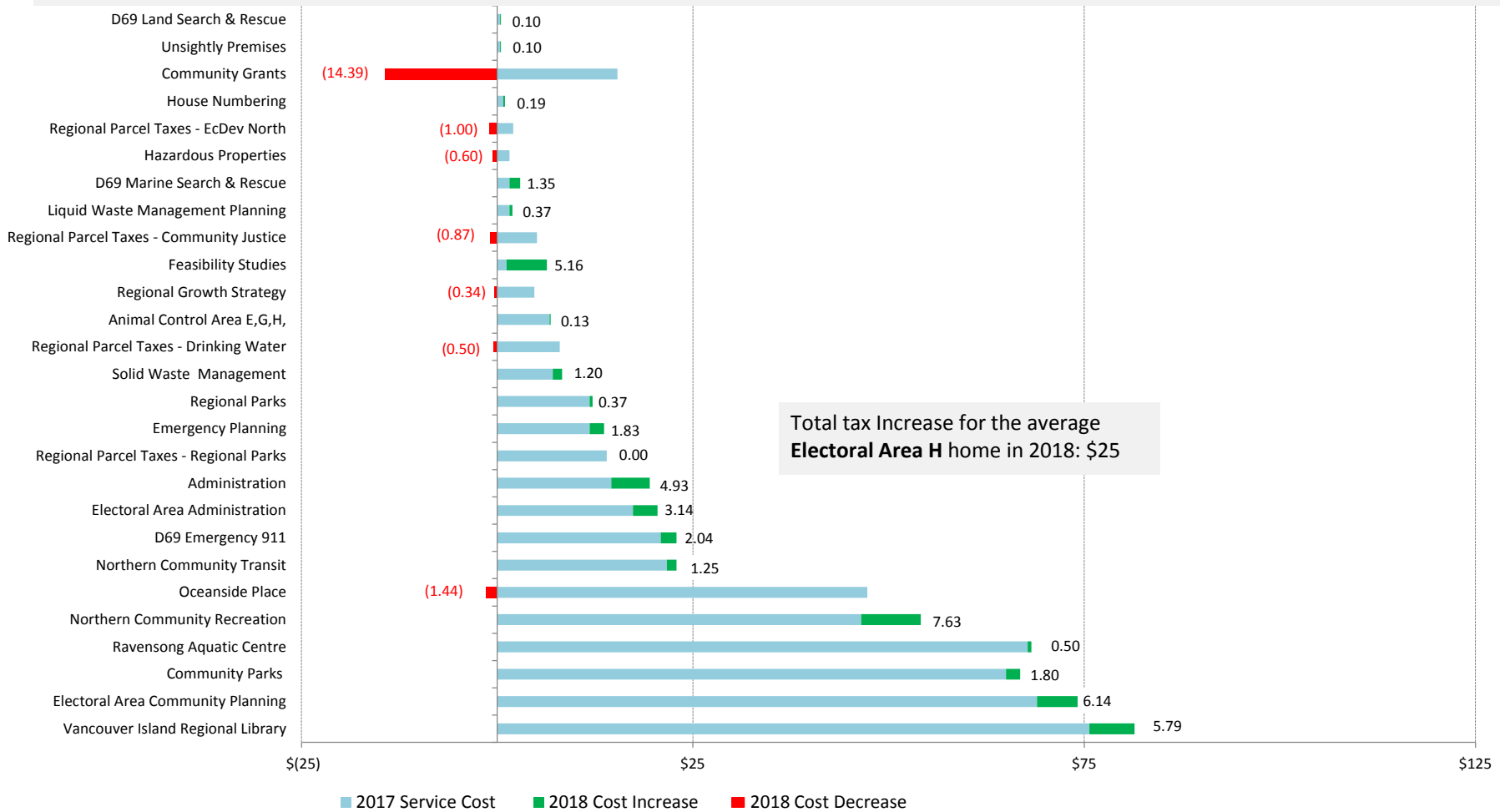
2018 Total Cost for the average **Electoral Area G Home** (\$551,994) = \$700



REGIONAL DISTRICT OF NANAIMO SERVICES

Electoral Area H Average Home Tax Change

2018 Total Cost for the average Electoral Area H Home (\$487,660) = \$565



REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1770.01

**A BYLAW TO AMEND THE REGIONAL DISTRICT OF NANAIMO
BOARD REMUNERATION, EXPENSES AND BENEFITS BYLAW NO. 1770, 2017**

WHEREAS the Board of the Regional District of Nanaimo wishes to amend Regional District of Nanaimo Board Remuneration, Expenses and Benefits Bylaw No. 1770, 2017;

NOW THEREFORE, the Board of the Regional District of Nanaimo enacts as follows:

1. Citation

This bylaw may be cited for all purposes as "Regional District of Nanaimo Board Remuneration, Expenses and Benefits Amendment Bylaw No. 1770.01, 2018".

2. Amendment

"Regional District of Nanaimo Board Remuneration, Expenses and Benefits Bylaw No. 1770, 2017" is amended by deleting and replacing Section 6(b) with the following:

- (b) Mileage accumulated on a Director's or Alternate Director's own motor vehicle at the rate prescribed in Schedule 'B', incurred for:
 - (i) attendance at Regular or Special Board meetings.
 - (ii) attendance at Standing or Select Committee meetings including those where the Director is not a member of the Committee.
 - (iii) attendance at Advisory Committee meetings.
 - (iv) attendance at Commission meetings.
 - (v) attendance at seminars, conferences or conventions.
 - (vi) attendance at Public Hearings held pursuant to the *Local Government Act*.
 - (vii) attendance at Public Hearings called for by the Board for any other purpose.
 - (viii) attendance at Public Information meetings called for by the Board for any purpose.
 - (ix) attendance at meetings outside of the members jurisdiction pursuant to a request from Regional District staff.
 - (x) attendance at public meetings arranged by the AVICC, UBCM, LGMA or other levels of Government.

- (xi) attendance at other meetings outside of the Director's electoral jurisdiction when appointed by the Board or the Board Chair to represent the Board.

but for greater clarity does not include:

mileage incurred within a Director's electoral or municipal area jurisdiction, including but not limited to neighbourhood association or residents association meetings or official ceremonies unless specifically authorized by the Board to attend the meeting on behalf of the Board.

- (xii) for Alternate Electoral Area Directors, reimbursement is provided for mileage accumulated on their own vehicle for attendance at meetings in the absence of the elected Director when staff are in attendance at the meeting.

Introduced and read three times this ___ day of _____, 2018.

Adopted this ___ day of _____, 2018.

Chair

Corporate Officer