

**REGIONAL DISTRICT OF NANAIMO**

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

***(RDN Board Chambers)***

**A G E N D A**

**PAGES**

- 1. CALL TO ORDER**
- 2. DELEGATIONS**
  - 11 **Dianne Eddy, Mapleguard Ratepayers' Association**, re RGS and OCP Amendment Application PL2011-060 – Baynes Sound Investments Ltd.
  - 12 **Francois Brassens, Cedar Ball Hockey Challenge Association**, re Developing Recreation in Electoral Area 'A'.
- 3. BOARD MINUTES**
  - 13-23 Minutes of the Regular Board meeting held Tuesday, September 24, 2013 (All Directors – One Vote).
- 4. BUSINESS ARISING FROM THE MINUTES**
- 5. COMMUNICATIONS/CORRESPONDENCE**
  - 24-38 **Lynn Wood, Oceanside Hospice Society**, re Hospice Request for Financial Support as a Service (All Directors – One Vote).
  - 39 **Reg Nosworthy, Arrowsmith Community Enhancement Society**, re RDN/ACES Recreation Agreement 2014-2016 (All Directors – One Vote).
- 6. UNFINISHED BUSINESS**
  - 40-48 **Zoning Amendment Application No. PL2013-038 – Bylaw 500.386 – Magnolia Enterprises Ltd. – 6996 Island Highway West, Electoral Area 'H'** (Electoral Area Directors, except EA 'B' – One Vote).
    1. *That the report of the Public Hearing held on October 7, 2013 on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013" be received.*

2. *That "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013" be read a third time.*

49-52                    **Bylaw 975.60 – Pump and Haul Local Service Establishment Amendment to Exclude Lot 43, Section 8, Plan 24916, Wellington Land District (All Directors – One Vote).**

*That "Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.60, 2013" be adopted.*

**7.                    STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES AND RECOMMENDATIONS**

**7.1                ELECTORAL AREA PLANNING COMMITTEE**

53-54                    Minutes of the Electoral Area Planning Committee meeting held Tuesday, October 8, 2013 (for information) (All Directors – One Vote).

***DEVELOPMENT PERMIT APPLICATIONS***

**Development Permit Application No. PL2012-078 – Kevin and Wendy May –863 Cavin Road, Electoral Area ‘G’ (Electoral Area Directors, except EA ‘B’ – One Vote).**

*That Development Permit Application No. PL2012-078 to permit the construction of a dwelling unit be approved subject to the conditions outlined in Attachment 2.*

***DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS***

**Development Permit with Variance Application No. PL2013-096 – Will Melville – 962 Surfside Drive, Electoral Area ‘G’ (Electoral Area Directors, except EA ‘B’ – One Vote).**

**Delegations wishing to speak to Development Permit with Variance Application No. PL2013-096**

*That Development Permit with Variance Application No. PL2013-096 to permit the construction of a dwelling unit and accessory building be approved subject to the conditions outlined in Attachment 2.*

**DEVELOPMENT VARIANCE PERMIT APPLICATIONS**

**Development Variance Permit Application No. PL2013-094 – Borden – 790 Wildgreen Way, Electoral Area ‘G’** (Electoral Area Directors, except EA ‘B’ – One Vote).

**Delegations wishing to speak to Development Permit Variance Permit Application No. PL2013-094**

*That Development Variance Permit Application No. PL2013-094 to relax the side lot line setback from 8.0 metres to 7.3 metres to legalize the siting of an existing accessory building be approved subject to the conditions outlined in Attachment 2.*

**OTHER**

**Request for Relaxation of the Minimum 10% Perimeter Frontage Requirement – Shepherd – 853 Miller Road, Electoral Area ‘G’** (Electoral Area Directors, except EA ‘B’ – One Vote).

*That the request to relax the minimum 10% perimeter frontage requirement for proposed Lot A be approved.*

**7.2 COMMITTEE OF THE WHOLE**

55-62 Minutes of the Committee of the Whole meeting held Tuesday, October 8, 2013 (for information) (All Directors – One Vote).

**COMMUNICATION/CORRESPONDENCE**

(All Directors – One Vote)

**Residents of Horne Lake area, Electoral Area ‘H’, re safety on local roads.**

*That correspondence from the residents of Horne Lake, Electoral Area ‘H’, regarding safety on local roads, be received.*

**Greta Taylor, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

*That correspondence from Greta Taylor regarding Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’, be received.*

**John and Sandy Vanderwel, re Seaweed Harvesting, Deep Bay, BC.**

*That correspondence from John and Sandy Vanderwel, regarding seaweed harvesting at Deep Bay, BC, be received.*

**Jean and John Weighill, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

*That correspondence from Jean and John Weighill, regarding Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’, be received.*

**Steve and Patty Biro, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

*That correspondence from Steve and Patty Biro, regarding Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’, be received.*

**CORPORATE SERVICES**

**ADMINISTRATIVE SERVICES**

63

**Board Procedure Amendment Bylaw No. 1512.01 (All Directors – One Vote / 2/3).**

1. *That "Regional District of Nanaimo Board Procedure Amendment Bylaw No. 1512.01, 2013" be introduced and read three times.*
2. *That "Regional District of Nanaimo Board Procedure Amendment Bylaw No. 1512.01, 2013" be adopted.*

**RECREATION AND PARKS**

**RECREATION**

**Ravensong Aquatic Centre and Oceanside Place Apportionment Formula Bylaw Amendments – Bylaws 899.01 and 1358.01**

(Parksville, Qualicum Beach, Electoral Areas ‘E’, ‘F’, ‘G,’ ‘H’ – Weighted Vote)

*That the apportionment formulas for Oceanside Place and Ravensong Aquatic Centre Service Bylaws be amended to 50% assessments / 50% usage, phased in over a five year period, with no expansion of the participation in the Ravensong Aquatic Centre Service to include Electoral Area 'E'.*

(All Directors – One Vote)

- 64-66                    1. That "Regional District of Nanaimo District 69 Swimming Pool Service Amendment Bylaw No. 899.01, 2013" be introduced and read three times and be forwarded to the Inspector of Municipalities for approval.
- 67-68                    2. That "Regional District of Nanaimo District 69 Ice Arena Amendment Bylaw No. 1358.01, 2013" be introduced and read three times and forwarded to the Inspector of Municipalities for approval.

## **REGIONAL AND COMMUNITY UTILITIES**

### **WATER & UTILITY**

**Westurne Heights Water System – Engineering Design Review Funding** (All Directors – One Vote).

1. That the Board approve funding for an Engineering Design Review of the Westurne Heights Water System, not to exceed \$15,000, be provided utilizing Community Works funds allocated to Electoral Area "F".
- 69-71                    2. That the Board approve that Regional District of Nanaimo "Westurne Heights Water Service Study Area Establishing Bylaw No. 1677, 2013", be abandoned.
- 72-73                    3. That the Board approve that Regional District of Nanaimo "Westurne Heights Water Service Study Area Loan Authorization Bylaw No. 1678, 2013", be abandoned.

**French Creek Water Service Area – Water Quality Improvement Option** (All Directors – One Vote).

1. That the Board approve, in principle, the concept of a water supply connection from the Town of Qualicum Beach to the French Creek Water Service Area.
2. That the concept of a water supply connection from the Town of Qualicum Beach to the French Creek Water Service Area be forwarded to the Town of Qualicum Beach Council for consideration.

**San Pareil Water System and Fire Protection Upgrade Phase 2 – Project Contract Award.**

(All Directors – Weighted Vote)

*That the Board award the San Pareil Fire Protection Upgrade Phase 2 project to Windley Contracting Ltd. in the amount of \$884,783.*

(All Directors – One Vote)

*That the Board approve funding in support of the San Pareil Fire Protection Upgrade Phase 2 project, not to exceed \$350,000, utilizing Community Works funds allocated to Electoral Area "G".*

(All Directors – Weighted Vote / 2/3 Weighted)

74-76

1. *That "San Pareil Water System (Fire Protection Improvements) Service Security Issuing Bylaw No. 1689, 2013" be given three readings.*
2. *That "San Pareil Water System (Fire Protection Improvements) Service Security Issuing Bylaw No. 1689, 2013" be adopted.*

(All Directors – Weighted Vote / 2/3 Weighted)

77

1. *That "San Pareil Water System (Fire Protection Improvements) Service Interim Financing Bylaw No. 1690, 2013" be given three readings.*
2. *That "San Pareil Water System (Fire Protection Improvements) Service Interim Financing Bylaw No. 1690, 2013" be adopted.*

## **STRATEGIC AND COMMUNITY DEVELOPMENT**

### **BUILDING, BYLAW, AND EMERGENCY PLANNING**

#### **3272 Roper Road, Electoral Area 'A' – Building and Zoning Bylaw Contraventions**

(All Directors – One Vote).

*That staff be directed to register a Notice of Bylaw Contravention pursuant to Section 57 of the Community Charter on the title of Lot 18, Section 2, Range 6, Cedar District, Plan 27748 (3272 Roper Road) and to take further enforcement as may be necessary to ensure the property is in compliance with Regional District of Nanaimo Building Regulations Bylaw No. 1250, 2010 and Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987.*

### **ENERGY AND SUSTAINABILITY**

#### **Nanoose Bay Community Signage Program (All Directors – One Vote).**

1. *That the Board support the use of Community Works Funds allocated to Electoral Area 'E' in the amount of \$30,000 for the purpose of developing and implementing a pilot community signage program for Electoral Area 'E' (Nanoose Bay).*

2. *That staff be directed to correspond with the Minister of Transportation and Infrastructure on the importance of community signage programs in unincorporated areas.*

#### **LONG RANGE PLANNING**

##### **Status Update – Regional Growth Strategy (RGS) and Official Community Plan (OCP) Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H' (All Directors – One Vote).**

1. *That support for a review of Application No. PL2011-060 be withdrawn and the application not be allowed to proceed through the process to amend the Regional Growth Strategy and Area 'H' Official Community Plan.*
2. *That staff be directed to discuss options with the applicant about developing the site consistent with Regional Growth Strategy and Official Community Plan direction.*
3. *That staff be directed to work with Vancouver Island University to explore creative alternatives that support the objectives of the Deep Bay Marine Field Station. This includes working with Island Corridor Foundation, Vancouver Island University, Ministry of Transportation and Infrastructure and the applicant to improve access to the Deep Bay Marine Field Station.*

#### **CHIEF ADMINISTRATIVE OFFICER**

##### **Regional District of Nanaimo – Operational and Efficiency Review (All Directors – One Vote).**

*That the Board direct the Chief Administrative Officer to undertake an Operational and Efficiency Review at the Regional District of Nanaimo as proposed in the staff report and attachments.*

#### **BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

##### **Andre Sullivan, Nanaimo Rail Trail Partnership Group, re Request to the Regional District of Nanaimo for Partnership (All Directors – One Vote).**

*To refer the Nanaimo Region Rail Trail request for funding to the 2014 budget discussions.*

**NEW BUSINESS**

**BC Hydro, re Draft Integrated Resource Plan** (All Directors – One Vote).

1. *That staff direct correspondence to BC Hydro on the Draft Integrated Resource Plan requesting that the Integrated Resource Plan include and preserve options for renewable energy projects on Vancouver Island, and throughout British Columbia.*
2. *That correspondence be provided to BC Hydro prior to the October 18, 2013 deadline for comment on the Integrated Resource Plan.*

**Tax Increases** (All Directors – One Vote).

*That this item be referred to staff to prepare a report to the Board on the implications of limiting tax increases to the Consumer Price Index:*

*That the Regional District of Nanaimo tax increases be limited to the Consumer Price Index for budgets 2014 through 2019.*

**7.4 COMMISSIONS**

**District 69 Recreation Commission**

78-80 Minutes of the District 69 Recreation Commission meeting held Thursday, September 26, 2013 (for information) (All Directors – One Vote).

81-97 **ACES Agreement Report** (All Directors – Weighted Vote).

*That the current Service Agreement with the Arrowsmith Community Enhancement Society (ACES) be extended until March 31, 2014 and the proposed increased funding request be advanced to the 2014 Budget deliberations at the Board.*

**7.5 SCHEDULED ADVISORY AND SELECT COMMITTEES**

**Transit Select Committee**

98-100 Minutes of the Transit Select Committee meeting held Thursday, September 12, 2013 (for information) (All Directors – One Vote).

101-103 **2013 Transit Expansion Ridership Update** (All Directors – One Vote).

*That the report be received for information.*



104-137                    **CNG Licence of Occupation Agreement**

(All Directors – Weighted Vote)

*That the Board approve the License of Occupation Agreement between the Regional District of Nanaimo and BC Transit for the lands on which the Compressed Natural Gas fueling station will be located for a thirteen year term.*

(All Directors – One Vote)

*That staff be directed to review existing transit service in and between Parksville and Qualicum and to provide options for improving the service and the associated financial implications to the Transit Select Committee.*

**Northern Community Economic Development Select Committee**

138-139                    Minutes of the Northern Community Economic Development Select Committee meeting held Tuesday, October 8, 2013 (for information) (All Directors – One Vote).

**Northern Community Economic Development Program – Fall 2013 Proposals**  
(Parksville, Qualicum Beach, Electoral Areas 'E', 'F', 'G', and 'H' – Weighted Vote.)

1. *That the Digital Arts Studio Pilot Plan be awarded funding in the amount of \$5,000.*
2. *That the Oceanside Initiative program from the Parksville and District Chamber of Commerce be awarded funding in the amount of \$10,000.*

**Sustainability Select Committee**

140-141                    Minutes of the Sustainability Select Committee meeting held Tuesday, October 8, 2013 (for information) (All Directors – One Vote).

142-144                    **2013 Green Building Speaker Series** (All Directors – One Vote).

*That the report be received.*

145-147                    **Rural Water Quality Incentive Program.**

(All Directors – Weighted Vote)

*That the Board direct staff to implement the Rural Water Quality Incentive Program.*

(All Directors – One Vote)

*That the Board direct staff to include the Rural Water Quality Incentive Program in the 2014 budget for Board consideration.*

148-198

**Water Conservation Plan** (All Directors – One Vote).

1. *That the Board receive the Regional District of Nanaimo Water Conservation Plan.*
2. *That the Board direct staff to include any new costs in the 2014 budget for Board consideration.*

**Integrated Resource Plan, BC Hydro – Wind Turbine** (All Directors – One Vote).

*That correspondence be sent by the Regional District of Nanaimo to BC Hydro indicating that support for renewable energy sources be included in the Integrated Resource Plan.*

**8. ADMINISTRATOR’S REPORTS**

199-218

**Water System Transfer Agreement – Maz Can Investments Ltd – Electoral Area ‘E’.**  
(All Directors – Weighted Vote).

219-235

**Automatic Response Agreement for Fire Services in District 69 Departments** (All Directors – Weighted Vote).

236-245

**City of Nanaimo Official Community Plan Regional Context Statement** (All Directors – One Vote).

**9. ADDENDUM**

**10. BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**11. NEW BUSINESS**

**13. IN CAMERA**

That pursuant to Sections 90 (1) (f) and (i) of the *Community Charter* the Board proceed to an In Camera meeting for discussions related to law enforcement and solicitor-client privilege.

**14. ADJOURNMENT**

**RE: RGS and OCP Amendment Application PL2011-060 – Baynes Sound Investments Ltd.**

**From:** Dianne Eddy

**Sent:** October-15-13 12:05 PM

**Subject:** Regular Board

I just read where there is necessary approval by the Regular Board regarding BSI. New information has just come forward regarding the Improvement District and the analysis of the water supply. I would like to present that to the Regular Board.

Would you confirm my request please. Thanks!

Dianne Eddy

Mapleguard Ratepayers' Association

5058 Longview Dr.

Bowser, BC

VOR 1G0

**RE: Developing Recreation in Electoral Area 'A'**

**From:** Cedar Ball Hockey Challenge [mailto:[cedarballhockeychallenge@shaw.ca](mailto:cedarballhockeychallenge@shaw.ca)]

**Sent:** Wednesday, October 16, 2013 10:18 AM

**Subject:** October 22nd Delegation Request.

As per our conversation I would like to make a delegation request for the October 22nd RDN meeting. The CBHCA is a non profit organization committed to developing recreation in the RDN Electoral Area A region. As VP I would like to speak to the possibility of utilizing some of the property adjacent to the newly developing Cedar skate park as a strong site potential for a complimentary recreational facility that could house multi purpose courts, public washrooms and what have you. Please feel free to contact me with any questions or concerns that you may have and thank you for your help and attention with this request.

Take care,

**Francois Brassens** . *Vice President*  
*Cedar Ball Hockey Challenge Association*

p. 250.713.8533

e. [cedarballhockeychallenge@shaw.ca](mailto:cedarballhockeychallenge@shaw.ca)

w. [cedarballhockeychallenge.ca](http://cedarballhockeychallenge.ca)

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**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE REGULAR BOARD MEETING  
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON  
TUESDAY, SEPTEMBER 24, 2013 AT 7:00 PM IN THE  
RDN BOARD CHAMBERS**

In Attendance:

Director J. Stanhope	Chairperson
Director D. Brennan	Deputy Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director J. Fell	Electoral Area F
Director B. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director G. Anderson	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director T. Greves	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director M. Lefebvre	City of Parksville
Director D. Willie	Town of Qualicum Beach

Also in Attendance:

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

## **CALL TO ORDER**

The Chairperson called the meeting to order.

## **DELEGATIONS**

**Jim Russell, Food Protection Branch, Ministry of Agriculture, re Marine Plant Production and Seaweed Harvesting.**

Jim Russell provided a visual presentation to accompany his overview of Mazzaella Japonica harvesting, and ministry licensing of harvest operations.

**Michael Davies, Kinder Morgan Canada Inc., re Proposed expansion to the Kinder Morgan Trans Mountain Pipeline.**

Michael Davies provided a visual presentation in addition to his overview of the proposed pipeline expansion project.

**Peter Roosen, re 3560 Allsop Road – Electoral Area ‘C’.**

Peter Roosen provided a visual presentation to update the Board on his efforts to remedy concerns related to Building and Zoning Bylaw contraventions at 3560 Allsop Road, Electoral Area ‘C’.

## **LATE DELEGATIONS**

13-614 MOVED Director Young, SECONDED Director Veenhof, that late delegations be permitted to address the Board and for Dr. Gilles Wendling to be added as a delegation.

CARRIED

**Dianne Eddy, re RGS and OCP Amendment Application PL2011-060 – Baynes Sound Investments Ltd.**

Dianne Eddy provided a visual presentation to outline the results of the third party review of the Hydrological Report related to the application.

**Richard Nolan and Jacinthe Eastick, Gabriola Recycling Organization, re Request Authority to Enter into Agreement Regarding Transfer of Gas Tax Funding.**

Richard Nolan provided a visual presentation with a summary of the GIRO organization and their challenges to supplement the request before the Board for capital funding for the organization.

**Ole Lind, re 3560 Allsop Road, - Electoral Area ‘C’ – Building and Zoning Bylaw Contraventions.**

Ole Lind raised his concerns with alterations to the property and ongoing activities related to the 3560 Allsop Road Building and Zoning Bylaw Contravention.

**Bernice Lind, re 3560 Allsop Road, - Electoral Area ‘C’ – Building and Zoning Bylaw Contraventions.**

Bernice Lind raise her concerns with alterations to the property and ongoing activities related to the 3560 Allsop Road Building and Zoning Bylaw Contravention.

**Dr. Gilles Wendling, re 3560 Allsop Road, - Electoral Area ‘C’ – Building and Zoning Bylaw Contraventions.**

Dr. Gilles Wendling raised his concerns with alterations to the property and ongoing activities related to the Building and Zoning Bylaw Contravention.

**Minutes of the Regular Board meeting held Tuesday, August 27, 2013.**

**BOARD MINUTES**

- 13-615 MOVED Director Veenhof, SECONDED Director Holme, that the minutes of the Regular Board meeting held Tuesday, August 27, 2013, be adopted.

CARRIED

**COMMUNICATION/CORRESPONDENCE**

**Todd Stone, Minister of Transportation and Infrastructure, re Appointment as Minister, and confirmation of Ministry responsibility for sidewalks within the Fairwinds community.**

- 13-616 MOVED Director McPherson, SECONDED Director Brennan, that the correspondence received from Todd Stone, Minister of Transportation and Infrastructure, regarding appointment as Minister and confirmation of Ministry responsibility for sidewalks within the Fairwinds community, be received.

CARRIED

**Greta Taylor, re Articles in Oceanside Star regarding RGS & OCP Application No. 2011-060 – Baynes Sound Investments – Electoral Area ‘H’.**

- 13-617 MOVED Director McPherson, SECONDED Director Brennan, that the correspondence from Greta Taylor, re Articles in Oceanside Star regarding Regional Growth Strategy & Official Community Plan Application No. 2011-060 – Baynes Sound Investments – Electoral Area ‘H’, be received.

CARRIED

**Residents of Crome Point Road, Electoral Area ‘H’, re Concerns regarding the safety of living on Crome Point Road.**

- 13-618 MOVED Director McPherson, SECONDED Director Brennan, that the correspondence from residents of Crome Point Road, Electoral Area ‘H’, regarding concerns regarding the safety of living on Crome Point Road, be received.

CARRIED

**Johann Kirschner and Jane Lindstrom, re Development Variance Permit Application No. PL2013-084 084 – Bernard Thomson – 2938 Hillview Road, Electoral Area ‘E’.**

- 13-619 MOVED Director Brennan, SECONDED Director Holme, that the correspondence from Johann Kirschner and Jane Lindstrom, regarding Development Variance Permit Application No. PL2013-084, be received.

CARRIED

**Residents of Hillview Road, re Development Variance Permit Application No PL2013-084 – Bernard Thomson – 2938 Hillview Road, Electoral Area ‘E’.**

- 13-620 MOVED Director McPherson, SECONDED Director Brennan, that the correspondence from the Residents of Hillview Road, regarding Development Variance Permit Application No PL2013-084 – Bernard Thomson – 2938 Hillview Road, Electoral Area ‘E’, be received.

CARRIED

**Peter Roosen, re 3560 Allsop Road, - Electoral Area 'C' – Building and Zoning Bylaw Contraventions.**

- 13-621 MOVED Director McPherson, SECONDED Director Brennan, that the correspondence from Peter Roosen, regarding 3560 Allsop Road, Electoral Area 'C' – Building and Zoning Bylaw Contraventions, be received.

CARRIED

**Eileen Becker, re Preserving the diversity of sea life on beaches of Qualicum Beach, French Creek and Parksville.**

- 13-622 MOVED Director McPherson, SECONDED Director Brennan, that the correspondence from Eileen Becker, regarding preserving the diversity of sea life on beaches of Qualicum Beach, French Creek and Parksville, be received.

CARRIED

**STANDING COMMITTEE, SELECT COMMITTEE AND COMMISSION MINUTES & RECOMMENDATIONS  
ELECTORAL AREA PLANNING STANDING COMMITTEE**

**Minutes of the Electoral Area Planning Committee meeting held Tuesday, September 10, 2013.**

- 13-623 MOVED Director Veenhof, SECONDED Director Holme, that the minutes of the Electoral Area Planning Committee meeting held Tuesday, September 10, 2013, be received for information.

CARRIED

***DEVELOPMENT PERMIT APPLICATIONS***

**Development Permit Application No. PL2013-067 – Smith & Annand – Electoral Area 'G'.**

- 13-624 MOVED Director Veenhof, SECONDED Director Holme, that Development Permit Application No. PL2013-067 to address the prior placement of fill on the subject property be approved subject to the Terms and Conditions outlined in Attachment 2.

CARRIED

**Development Permit Application No. PL2013-090 and Request for Frontage Relaxation in Conjunction with Subdivision Application No. PL2013-050 – Linda and George Addison – 2610 Myles Lake Road, Electoral Area 'C'.**

- 13-625 MOVED Director Young, SECONDED Director Veenhof, that Development Permit Application No. PL2013-090 in conjunction with a proposed four lot subdivision be approved subject to the conditions outlined in Attachment 3.

CARRIED

- 13-626 MOVED Director Young, SECONDED Director Veenhof, that the request to relax the minimum 10% perimeter frontage requirement for proposed lots B, C, and D in conjunction with Subdivision Application No. PL2013-050 be approved.

CARRIED



***DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS***

**Development Permit with Variance Application No. PL2013-092 – Chevron Canada Ltd. – 1660 Island Highway East, Electoral Area ‘E’.**

- 13-627 MOVED Director Holme, SECONDED Director Veenhof, that Development Permit with Variance Application No. PL2013-092 to permit additional signage on the subject property is approved subject to the conditions outlined in Attachments 2 to 4.

CARRIED

**Development Permit with Variance Application No. PL2013-085 – Fern Road Consulting – 90 Lambert Lane, Electoral Area ‘H’.**

- 13-628 MOVED Director Veenhof, SECONDED Director Young, that Development Permit with Variance Application No. PL2013-085 to permit the construction of a dwelling unit be approved subject to the conditions outlined in Attachments 2 to 4.

CARRIED

**Development Permit with Variance Application No. PL2013-066 – Eliza Point – Fielding Road, Electoral Area ‘A’.**

- 13-629 MOVED Director McPherson, SECONDED Director Fell, that Development Permit with Variance Application No. PL2013-066 be approved subject to the conditions outlined in Attachments 2 to 7.

CARRIED

***DEVELOPMENT VARIANCE PERMIT APPLICATIONS***

**Development Variance Permit Application No. PL2013-084 – Bernard Thomson – 2938 Hillview Road, Electoral Area ‘E’.**

- 13-630 MOVED Director Holme, SECONDED Director Fell, that Development Variance Permit Application No. PL2013-084 to reduce the minimum setback from the interior side lot line to the east from 2.0 m to 0.16 m and from the interior side lot line to the west from 2.0 metres to 0.86 metres for the existing deck and stairs be approved subject to the conditions outlined in Attachments 2 and 3.

CARRIED

***OTHER***

**Zoning Amendment Application No. PL2013-038 – Bylaw 500.386 – Magnolia Enterprises Ltd. – 6996 Island Highway West, Electoral Area ‘H’.**

- 13-631 MOVED Director Veenhof, SECONDED Director McPherson, that "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013", be introduced and read two times.

CARRIED

- 13-632 MOVED Director Veenhof, SECONDED Director McPherson, that the Public Hearing on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013", be chaired by Director Veenhof or his alternate.

CARRIED

- 13-633 MOVED Director Veenhof, SECONDED Director McPherson, that the conditions set out in Attachment 2 of the staff report be completed prior to Bylaw No. 500.386, 2013 being considered for final adoption.

CARRIED

**Regulatory Amendments to Address Marihuana for Medical Purposes Regulations – Bylaws No. 500.387, 2013 and 1285.18, 2013.**

- 13-634 MOVED Director Fell, SECONDED Director Young, that the regulatory amendments to address Marihuana for Medical Purposes Regulations – Bylaw No. 500.387, 2013 and Bylaw No. 1285.18, 2013 be referred back to staff, and that staff be directed to organize a seminar discussion for the Board on the topic.

CARRIED

**COMMITTEE OF THE WHOLE STANDING COMMITTEE**

**Minutes of the Committee of the Whole meeting held Tuesday, September 10, 2013.**

- 13-635 MOVED Director Holme, SECONDED Director Brennan, that the minutes of the Committee of the Whole meeting held Tuesday, September 10, 2013, be received for information.

CARRIED

**FINANCIAL SERVICES**

**Proposed Schedule to approve the 2014 to 2018 Financial Plan.**

- 13-636 MOVED Director Johnstone, SECONDED Director Lefebvre, that the following schedule for the review and adoption of the 2014 to 2018 Financial Plan be approved:

November 19, 2013	Information seminar to Board for 2014 preliminary budget
November 26, 2013	Presentation of 2014 preliminary budget at Board Meeting
January 30, 2014	Presentation of 2014 to 2018 financial plan at Special Committee of the Whole Meeting
February 11, 2014	Presentation of financial plan at Committee of the Whole Meeting
February 17, 2014	Publication of budget edition of Regional Perspectives
March 11, 2014	Introduce bylaw to adopt the 2014 to 2018 Financial Plan
March 25, 2014	Adopt financial plan bylaw.

CARRIED

**Dashwood Volunteer Fire Department – Rescue Truck Purchase Approval request.**

- 13-637 MOVED Director Veenhof, SECONDED Director Kipp, that the Dashwood Volunteer Fire Department be authorized to enter into negotiations with Brindlee Mountain Fire Apparatus LLC for the purchase of a 2008 KME/International Commercial Heavy Rescue truck to a maximum cost of \$210,000.

CARRIED

- 13-638 MOVED Director Veenhof, SECONDED Director Fell, that staff be authorized to transfer up to \$210,000 from the Dashwood Fire Service Area Reserve Fund for the purchase of a replacement rescue apparatus vehicle.

CARRIED

**STRATEGIC AND COMMUNITY DEVELOPMENT**

**BUILDING, BYLAW, AND EMERGENCY PLANNING**

**3560 Allsop Road – Electoral Area ‘C’ – Building and Zoning Bylaw Contraventions.**

- 13-639 MOVED Director Young, SECONDED Director Bestwick, that an extension of time be granted to January 2014, and to bring back the Staff report for re-consideration of the Board before a notice of Bylaw contravention is registered on title pursuant to Section 57 of the *Community Charter* on the title of Lot 4, Section 17, Range 3, Plan 26264, Mountain District (3560 Allsop Road).

CARRIED

**3272 Roper Road – Electoral Area ‘A’ – Building and Zoning Bylaw Contraventions.**

- 13-640 MOVED Director McPherson, SECONDED Director Young, that the file in respect of Building and Zoning Bylaw contraventions at 3272 Roper Road, Electoral Area ‘A’ be tabled until the October 2013 Committee of the Whole meeting so as to provide the property owner sufficient time to discuss the matter with Regional District of Nanaimo staff.

CARRIED

**351 Oakdowne Road – Electoral Area ‘H’ – Unsightly Premises.**

- 13-641 MOVED Director Veenhof, SECONDED Director Lefebvre, that the Board, pursuant to Unsightly Premises Regulatory Bylaw No. 1073, 1996, directs the owner of Lot 3, District Lot 89, Newcastle District, Plan VIP58594 (351 Oakdowne), to remove the accumulation of discarded automotive parts, derelict vehicles and boats, scrap metal and disused material from the property within thirty (30) days, or the work will be undertaken by the Regional District of Nanaimo or its agents at the owner's cost.

CARRIED

**REGIONAL AND COMMUNITY UTILITIES**

**WASTEWATER SERVICES**

**Reduction of Sewer Development Cost Charges for the proposed Pacifica Housing Development at 6025 Uplands Drive, Nanaimo.**

- 13-642 MOVED Director Johnstone, SECONDED Director Brennan, that the Board approves the 50% rate reduction for the proposed Pacifica Housing development at 6025 Uplands Drive, Nanaimo.

CARRIED

**Bylaw 975.60 – Pump and Haul Local Service Establishment Amendment to Exclude Lot 43, Section 8, Plan 24916, Wellington Land District.**

- 13-643 MOVED Director Holme, SECONDED Director Veenhof, that the boundaries of the "Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995" be amended to exclude Lot 43, Section 8, Plan 24916, Wellington Land District.

CARRIED

- 13-644 MOVED Director Holme, SECONDED Director Anderson, that "Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.60, 2013" be introduced and read three times.

CARRIED

**Greater Nanaimo Pollution Control Centre - Control Building HVAC Replacement Construction Award.**

- 13-645 MOVED Director Johnstone, SECONDED Director Ruttan, that the Board award the construction contract for the HVAC Upgrade project at the Greater Nanaimo Pollution Control Centre to Archie Johnstone Plumbing and Heating for a value of \$188,600.

CARRIED

***BUSINESS ARISING FROM DELEGATIONS OR CORRESPONDENCE***

**Community Policing Funding.**

- 13-646 MOVED Director Veenhof, SECONDED Director Houle, that Community Policing funding be referred to the 2014 budget discussions.

CARRIED

**Gabriola Historical and Museum Society Funding.**

- 13-647 MOVED Director Houle, SECONDED Director Veenhof, that Gabriola Historical and Museum Society funding be referred to the 2014 budget discussions.

CARRIED

**SCHEDULED ADVISORY AND SELECT COMMITTEES**

**EMERGENCY MANAGEMENT SELECT COMMITTEE**

**Minutes of the Emergency Management Select Committee meeting held Tuesday August 27, 2013.**

- 13-648 MOVED Director Young, SECONDED Director Lefebvre, that the minutes of the Emergency Management Select Committee meeting held Tuesday, August 27, 2013, be received for information.

CARRIED

**Regional Community Recovery Planning.**

- 13-649 MOVED Director Young, SECONDED Director Lefebvre, that the Regional Community Recovery Planning report be received for information.

CARRIED

**Emergency Livestock Evacuation Plan and Livestock Shelter License of Use Agreements.**

- 13-650 MOVED Director Young, SECONDED Director Johnstone, that the Emergency Livestock Evacuation Plan and Licence of Use Agreements between the Regional District of Nanaimo and Culverden Holdings Ltd. for a five year term commencing October 1, 2013 and ending December 31, 2018, be approved.

CARRIED

- 13-651 MOVED Director Young, SECONDED Director Holme, that the Emergency Livestock Evacuation Plan and Licence of Use Agreements between the Regional District of Nanaimo and the City of Nanaimo for a five year term commencing October 1, 2013 and ending December 31, 2018, be approved.

CARRIED

13-652 MOVED Director Young, SECONDED Director Lefebvre, that the Emergency Livestock Evacuation Plan and Licence of Use Agreements between the Regional District of Nanaimo and the Arrowsmith Agricultural Association for a five year term commencing October 1, 2013 and ending December 31, 2018, be approved.

CARRIED

13-653 MOVED Director Young, SECONDED Director Lefebvre, that the Emergency Livestock Evacuation Plan and Licence of Use Agreements between the Regional District of Nanaimo and Coombs Hilliers Community Organization for a five year term commencing October 1, 2013 and ending December 31, 2018, be approved.

CARRIED

13-654 MOVED Director Young, SECONDED Director Johnstone, that the Emergency Livestock Evacuation Plan be referred to the Agricultural Advisory Committee for review and comment prior to final Board approval.

CARRIED

**Neighborhood Emergency Preparedness Program Update.**

13-655 MOVED Director Young, SECONDED Director Lefebvre, that the Update on Neighborhood Emergency Preparedness Program report be received for information.

CARRIED

**ADMINISTRATOR'S REPORTS**

**Bylaw No. 1620.01 to Amend Electoral Area 'A' Official Community Plan Bylaw No. 1620, 2011 to Include the Cedar Main Street Village Plan.**

13-656 MOVED Director McPherson, SECONDED Director Young, that "Regional District of Nanaimo Electoral Area 'A' Official Community Plan Amendment Bylaw No. 1620.01, 2013", be adopted.

CARRIED

**Oceanside Place Lighting Upgrade – 2013.**

13-657 MOVED Director Veenhof, SECONDED Director Lefebvre, that the Oceanside Place Lighting Upgrade-2013 Project be awarded to Pacific Audio Works/CNJ Lighting Solutions for the tendered price of \$251,748.87 excluding tax.

CARRIED

**Request Authority to enter into Agreement Regarding Transfer of Gas Tax Funding.**

13-658 MOVED Director Houle, SECONDED Director Veenhof, that staff be directed to complete an agreement with the Gabriola Island Recycling Organization to transfer \$75,000 in Regionally Significant Project funding under the Gas Tax Transfer Program to fund capital work to improve recycling facilities for Electoral Area 'B' residents.

CARRIED

## **NEW BUSINESS**

Director Greves left the meeting at 8:46pm citing a possible conflict of interest with the next agenda item.

### **Notice of Motion – Island Corridor Foundation – Safety Requirements for Rail Transportation.**

Director Lefebvre noted that the following motions will be brought forward to the October 8, 2013, Committee of the Whole Agenda:

That the City of Parksville requests that the Regional District of Nanaimo ask the Island Corridor Foundation to provide confirmation that all rail lines currently under active use meet all BC and Federal safety requirements for rail transportation; and further, that in the event such confirmation cannot be provided, the Island Corridor Foundation suspend all rail transportation activities within the City of Parksville boundaries until such safety requirements are met.

### **E & N Regional Trail Construction.**

- 13-659 MOVED Director Anderson, SECONDED Director Young, that staff be directed to investigate and report back to the Board on options for consideration in the 2014 budget discussion for the funding of trail projects on the E & N Rail Corridor in the Regional District of Nanaimo.

CARRIED

Director Greves returned to the meeting at 8:50pm.

## **BOARD INFORMATION**

- 13-660 MOVED Director Veenhof, SECONDED Director Anderson, that staff write a letter to Fire Chief Nick Acciavatti regarding the recommendations from the Fire Chiefs' Association of BC.

CARRIED

## **IN CAMERA**

- 13-661 MOVED Director Anderson, SECONDED Director Holme, that pursuant to Section 90 (1) (f) and (i) of the *Community Charter* the Board proceed to an In Camera meeting for discussions related to law enforcement and solicitor-client privilege.

CARRIED

**RISE AND REPORT**

**Island Corridor Foundation.**

13-662 MOVED Director Lefebvre, SECONDED Director Veenhof, that staff prepare, for the signature of the Chair, a letter to the Island Corridor Foundation Board requesting responses to the following questions:

1. What is Island Corridor Foundation's specific business plan for securing future new business opportunities on the rail line from Victoria to Courtenay and how will the rail (and any other infrastructure) upgrades required to support these new business lines be determined and funded?
2. Following on recent events and significant accidents on rail lines in Canada, how will what appears to be likely increases in rail safety and liability standards affect the proposed return of passenger rail to Vancouver Island? Similarly, what are the potential impacts to the current business plans of the Island Corridor Foundation (and its rail operations partner) and for future new business efforts (of both the Island Corridor Foundation and its operator)?
3. What is the current amount of liability insurance carried by the Island Corridor Foundation and its rail operator?

CARRIED

**ADJOURNMENT**

MOVED Director Lefebvre, SECONDED Director Brennan, that this meeting terminate.

CARRIED

TIME: 10:05PM

---

CHAIRPERSON

---

CORPORATE OFFICER



October 8, 2013

Ms Wendy Idema  
Director of Finance  
Regional District of Nanaimo  
6300 Hammond Bay Rd  
Nanaimo, BC V9T 6N2

Dear Ms Idema

Re: Hospice Request for Financial Support as a Service

Further to your August 1, 2013 Report to the RDN Board of Directors. I would like to clarify some information contained in the report and conveyed to the Board.

There is a statement in the report (page 172/173) that at December 31, 2012 the society's financial statements report an internally restricted fund balance of \$100,000 and an unrestricted fund balance of \$341,269.

We would like to clarify with you that through the change in year end for our society to March 31, and March 31, 2013 financial statements reflecting an internally restricted sum of \$400,000, there is not a huge surplus in operating funding for our organization.

The \$400,000, internally restricted through board of director's resolution, is deemed to be for a capital for the purpose of demolition and replacing the hospice outreach and bereavement center.

Additionally, on page 173 of the report there is a statement that operational funding of health care is not a regional district service. However, missing from the report is an understanding that the services offered by Oceanside Hospice Society

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210 Crescent Road W., Qualicum Beach, British Columbia V9K 1J9

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are of a psychosocial, practical and spiritual nature, complementary to medical services and health care.

Currently, and in the near future it is expected that the Oceanside hospice services will continue to be of an outreach nature, serving citizens of the RDN in their private homes, 6 LTC facilities, the Palliative Care Unit at NRGH (1/3 of all patients and family members presenting are from Oceanside, rather than Nanaimo/Ladysmith) and as and when needed.

I would reiterate the information provided in our presentation to the RDN, earlier this year, that our organization serves the citizens in the areas from Deep Bay to Nanoose and at the Palliative Care Unit in NRGH, as well as out to Whiskey Creek and Errington.

Our volunteers, all RDN residents, through their donated time and efforts bring over \$100,000 in kind value to the community service delivery.

Our major funder is Gaming. However, that funding does not cover our operational costs for four part time staff. Our staff and volunteer efforts, therefore, are often redirected from direct client services to fund development (through events and fundraisers).

Sustainable annual funding through the RDN would clearly assist our organization in being able to plan and deliver more effectively the programs and services the community tells us it needs.

An RDN sum of \$60,000 per annum would ensure that all staff wages and benefits, as well as contracted counselling services could be continued to be provided to serve our client base, which in past years has been in excess of 600 individuals.

An annual RDN contribution of approximately \$100 per person to ensure that residents of the Oceanside area receive end of life community support and assistance navigating through the palliative care system, does not seem onerous.

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Now that we have received an indication of the CRVD resolution to UBCM being passed BUT amended to address only capital funding, we would ask for consideration by the RDN Board of Directors to designate hospice as an RDN funded service.

Should council wish to have me address the matter at an upcoming meeting, I should be pleased to attend.

Best wishes,

A handwritten signature in cursive script that reads "L. Wood".

Lynn Wood, CAE  
Executive Director

c.c.

RDN Directors:

Joe Stanhope

Bill Veenhof

Julian Fell

Marc Lefebvre

Dave Willie

Mayor Chris Burger

Mayor Teunis Westbroek

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OCEANSIDE HOSPICE SOCIETY  
FINANCIAL STATEMENTS  
March 31, 2013

## INDEPENDENT AUDITOR'S REPORT

### To the Members of Oceanside Hospice Society

We have audited the accompanying financial statements of Oceanside Hospice Society, which comprise the statement of financial position as at March 31, 2013, and the statements of operations, statement of changes in fund balances and statement of cash flows for the year ended March 31, 2013, and a summary of significant accounting policies and other explanatory information.

#### **Management's responsibility for the financial statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Basis for qualified opinion**

Oceanside Hospice Society derives a significant portion of its revenues from donations and fundraising, the completeness of which is not susceptible to audit verification. Consequently, we were unable to obtain sufficient appropriate audit evidence to support the completeness of donation and fundraising revenue, and we were unable to determine whether any adjustments were necessary.

**Qualified opinion**

In our opinion, except for the effects of the matter described in the Basis for qualified opinion paragraph, the financial statements present fairly, in all material respects, the financial position of Oceanside Hospice Society as at March 31, 2013, and its financial performance and its cash flows for the period ended March 31, 2013, in accordance with Canadian accounting standards for not-for-profit organizations.

**Report on other legal and regulatory requirements**

As required by the British Columbia Society Act, we report that, in our opinion, these principles have been applied on a basis consistent with that of the preceding year.

---

MCINTOSH NORTON WILLIAMS  
certified general accountants

Qualicum Beach, B.C.  
May 30, 2013

Oceanside Hospice Society  
Financial Statements  
March 31, 2013

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**Oceanside Hospice Society  
Statement of Operations  
3 Months Ended March 31, 2013**

	March 31 2013 (3 Months) \$	December 31 2012 (12 Months) \$
Revenue		
Donations	15,594	47,983
Bequests	10,000	211,508
Contracts	5,269	22,711
Fundraising	1,407	98,207
Memberships and other	787	2,954
Gaming	-	45,000
Vancouver Island Health Authority	-	15,700
Other grants	-	4,988
	<b>33,057</b>	<b>449,051</b>
Expenses		
Advertising and promotion	222	1,220
Amortization	1,845	2,480
Bank charges	403	1,535
Board meetings	782	1,145
Client services	28	1,542
Contracts	6,616	9,366
Equipment	125	500
Fundraising	2,348	79,154
Insurance	706	2,571
Memberships and licences	268	573
Office	1,574	12,320
Professional fees	4,299	5,900
Rent	1,675	9,595
Repairs and maintenance	343	1,718
Telephone	342	1,392
Travel	1,819	5,523
Utilities	1,458	3,521
Vehicle	898	4,572
Volunteer	80	1,580
Wages and employee benefits	39,731	135,151
	<b>65,562</b>	<b>281,358</b>
Excess (deficiency) of revenue over expenses before other items	<b>(32,505)</b>	167,693
Other income		
Investment income (Note 11)	6,589	15,924
Loss on disposal of investments (Note 4)	-	(31,931)
	<b>6,589</b>	(16,007)
Excess (deficiency) of revenue over expenses	<b>(25,916)</b>	<b>151,686</b>

The attached notes are an integral part of these financial statements.

**Oceanside Hospice Society**  
**Statement of Changes in Fund Balances**  
**3 Months Ended March 31, 2013**

	Invested In Capital Assets	Internally Restricted	Unrestricted	Total March 31 2013	Total December 31 2012
	\$	\$ (Note 7)	\$	\$	\$
Balance, beginning of year	<u>7,812</u>	<u>100,000</u>	<u>341,269</u>	<u>449,081</u>	<u>297,395</u>
Excess of revenue over expense	-	-	(25,916)	<b>(25,916)</b>	151,686
Amortization of capital assets	(1,845)	-	1,845	-	-
Transfer to restricted fund	<u>-</u>	<u>300,000</u>	<u>(300,000)</u>	<u>-</u>	<u>-</u>
	<u>(1,845)</u>	<u>300,000</u>	<u>(324,071)</u>	<b><u>(25,916)</u></b>	<u>151,686</u>
Balance, end of year - <i>page 4</i>	<u><u>5,967</u></u>	<u><u>400,000</u></u>	<u><u>17,198</u></u>	<b><u><u>423,165</u></u></b>	<u><u>449,081</u></u>

The attached notes are an integral part of these financial statements.



**Oceanside Hospice Society  
Cash Flow Statement  
3 Months Ended March 31, 2013**

	March 31 2013 (3 Months) \$	December 31 2012 (12 Months) \$
Operating activities		
Excess of revenue over expenses	(25,916)	151,686
Items not involving cash		
Amortization	1,845	2,480
Loss on disposal of investments	-	31,931
	(24,071)	186,097
Changes in non-cash working capital		
Accounts receivable	990	(4,613)
GST/HST refund	(1,598)	(3,893)
Property under construction	(13,469)	-
Accounts payable and accrued liabilities	(3,301)	1,521
Wages payable	858	1,206
Deferred contributions	96,000	-
Due to government agencies	1,231	605
	56,640	180,923
Cash provided		
Investing activities		
Advances from related parties	-	153,903
Investment in equities	(4,530)	(205,408)
	(4,530)	(51,505)
Cash used		
Increase in cash during the year	52,110	129,418
Cash - beginning of period	238,949	109,531
Cash - end of period	291,059	238,949

The attached notes are an integral part of these financial statements.

**Oceanside Hospice Society  
Statement of Financial Position  
As at March 31, 2013**

	March 31 2013 \$	December 31 2012 \$
<b>ASSETS</b>		
Current		
Cash	291,059	238,949
Accounts receivable	4,596	5,586
GST/HST refund	<u>9,260</u>	<u>7,662</u>
	304,915	252,197
Long-term investments (Note 3)	210,038	205,508
Building concept development costs (Note 4)	13,469	-
Capital assets (Note 5)	<u>5,967</u>	<u>7,811</u>
	<u><b>534,389</b></u>	<u><b>465,516</b></u>
<b>LIABILITIES</b>		
Current		
Accounts payable and accrued liabilities	7,188	10,488
Wages payable	3,798	2,939
Due to government agencies	4,238	3,008
Deferred contributions (Note 6)	<u>96,000</u>	<u>-</u>
	<u>111,224</u>	<u>16,435</u>
<b>NET ASSETS</b>		
Unrestricted - page 2	17,198	341,269
Restricted - page 2 (Note 7)	400,000	100,000
Investment in capital assets - page 2	<u>5,967</u>	<u>7,812</u>
	<u><b>423,165</b></u>	<u><b>449,081</b></u>
	<u><b>534,389</b></u>	<u><b>465,516</b></u>

Approved by the Directors

\_\_\_\_\_ Director

\_\_\_\_\_ Director

The attached notes are an integral part of these financial statements.

**Oceanside Hospice Society  
Notes to Financial Statements  
March 31, 2013**

**1. Purpose of the Organization**

The Oceanside Hospice Society ("Society") offers compassionate supportive care to individuals and families who are facing advanced illness, death and bereavement. The Society is incorporated under the B.C. Society Act as a not-for-profit organization and is a registered charity under the Income Tax Act.

**2. Significant Accounting Policies**

- a) The society prepares its financial statements in accordance with Canadian accounting standards for not-for-profit organizations (ASNPO).
- b) The Society uses the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount can be reasonably estimated and collection is reasonably assured.
- c) Cash equivalents are comprised of highly liquid term deposits that are readily convertible to cash with maturities that are less than three months from the date of acquisition.
- d) Comparative figures have been reclassified, where applicable, to conform to current presentation.
- e) Purchased capital assets are recorded at cost. Contributed capital assets are recorded at fair value at the date of contribution. Amortization is provided annually at rates calculated to write off the assets over their useful lives. In the year of acquisition only one-half of the following amortization rate is applied:

Van	30 %	diminishing balance
Computer equipment	55 %	diminishing balance
Medical equipment	20 %	diminishing balance

**Oceanside Hospice Society  
Notes to Financial Statements  
March 31, 2013**

**2. Significant Accounting Policies (continued)**

- f) The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reporting amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses, gains and losses during the reporting period. These estimates are reviewed periodically, and, as adjustments become necessary, they are reported in earnings in the period in which they became known. By their nature, these estimates are subject to measurement uncertainty and the effect on the financial statements of changes in such estimates in future periods could be significant. Since a precise determination of many assets and liabilities depends on future events, actual results may differ from such estimates and approximations.
- g) Volunteers contribute an invaluable amount of hours per year to assist the Oceanside Hospice Society in carrying out its service delivery activities. Because of the difficulty of determining their fair value, contributed services are not recognized in the financial statements.
- h) The society has elected to apply CICA Handbook Section 3861 in place of CICA Handbook Section 3862 "Disclosure" and Section 3863 "Presentation". Section 3862 and 3863 require extensive disclosures about the significance of financial instruments for an entity's financial position and results of operations overall, as quantitative and qualitative disclosures on the nature and extent of risks arising from financial instruments. Management believes that the cost of preparing the additional disclosures exceed any incremental benefit.

**3. Investments**

	March 31 2013 \$	December 31 2012 \$
Royal Bank of Canada Shares	<u>210,038</u>	<u>205,508</u>

Investments are initially recorded at fair value at the date of acquisition. Subsequently, investments in debt securities, such as treasury bills and government bonds, are recorded at amortized cost. Investments in publicly traded equity securities are recorded at fair value based on quoted market prices. Unrealized gains or losses are recognized in the statement of operations. Transaction costs, such as commissions, arising from investments in publicly traded equity securities are expensed when incurred.

**4. Building Concept Development**

The society has begun the planning process of building a new base of operations. The Society is currently in the process of negotiating a long term lease with the Town of Qualicum Beach who owns the property. Upon approval of the long term lease the Society will start a fundraising drive to raise the capital needed to build the facility. During the period ended March 31, 2013 the Society spent \$13,469 on concept drawings.

**Oceanside Hospice Society  
Notes to Financial Statements  
March 31, 2013**

**5. Capital assets**

	Cost \$	Amortization \$	March 31 2013 Net \$	December 31 2012 Net \$
Van	26,071	24,246	1,825	2,606
Computer equipment	938	910	28	62
Medical equipment	<u>8,179</u>	<u>4,065</u>	<u>4,114</u>	<u>5,143</u>
	<u>35,188</u>	<u>29,221</u>	<u>5,967</u>	<u>7,811</u>

**6. Deferred Contribution**

The deferred contribution includes \$94,000 funding received from a Gaming grant in the current period that is related to the year ending March 31, 2014. A \$2,000 grant from the Regional District of Nanaimo for the purchase of computer equipments has also been deferred as the equipment had not been purchased as at March 31, 2013.

**7. Internally Restricted Net Assets**

Internally restricted net assets represent funds restricted by the Society's Board of Directors for future capital expenditures.

**8. Lease Obligations**

The society has entered into an operating lease for rental of a photocopier. The total obligation under this lease over the next three years is as follows:

	Year	\$
	2014	2,379
	2015	<u>2,195</u>
Balance of operating lease obligation		<u>4,574</u>

**9. Parksville Qualicum Community Foundation**

The Society has established a fund with the Parksville Qualicum Community Foundation whereby individuals can donate funds to the Foundation in the name of the Society. The funds cannot be accessed or controlled by the Society, but are invested by the Foundation and pay investment income annually to the Society. As a result, the value of this investment is not recognized in the financial statements. The most recent market value available for the account was at December 31, 2012 at \$7,220 (September 30, 2012 - \$7,115).

**Oceanside Hospice Society  
Notes to Financial Statements  
March 31, 2013**

**10. Strategic Charitable Giving Foundation - Investor's Group**

The Society has contributed \$25,000 to the Investor's Group Charitable Giving Foundation in memory of Betsy Christian. The funds cannot be accessed or controlled by the Society, but are invested by the Foundation and pay investment income annually to the Society. As a result, the value of this investment is not recognized in the financial statements. The most recent market value available for the account was March 31, 2013 at \$25,360.

**11. Investment Income**

Investment income includes unrealized gains on investments in publicly traded equity securities and dividend income. The unrealized gains in the current year are \$4,530 (2012 - \$11,909), and dividend income in the current year is \$2,059 (2012 - \$4,015).

**12. Financial Instruments**

The financial instruments of the Society consist of cash, accounts receivable, investments, related-party loans receivable, and accounts payable and accruals. Unless otherwise noted, it is management's opinion that the Society is not exposed to significant interest, currency, or credit risks arising from these financial instruments. The fair value of the instruments approximates their carrying values, unless otherwise noted.

The Society is exposed to financial risk that arises from the fluctuation in interest rates and in the credit quality of its customers and related-parties.

**Credit Risk**

The Society's credit risk consists principally of cash and cash equivalents, and accounts receivable. The Society maintained cash and cash equivalents with reputable and major financial institutions.

**Interest Rate Risk**

The Society is exposed to interest rate risk with respect to cash and cash equivalents. There are no derivative financial instruments to mitigate these risks.

**Fair Value**

The Society's cash and cash equivalents, accounts receivable, and accounts payable and accrued liabilities are short-term financial instruments whose fair value approximates their carrying values.

Investments in Royal Bank of Canada shares are recorded at market value.

# Arrowsmith Community Enhancement Society

Box 94, Coombs. BC, V0R 1V0

Regional District of Nanaimo  
Recreation and Parks - Oceanside Place  
830 N. Island Highway  
Parksville, BC

ATTENTION: Mr Scott Tanner, Chair, D69 Recreation Commission

RE: RDN/ACES Recreation Agreement 2014 - 2016

As the Chair of ACES and on behalf of its' Directors and members, I wish to express our sincere appreciation for the amicable negotiations for a third, three year contract to deliver recreation services into Area F. Both parties bargained in good faith, with many compromises on both sides, to reach a reasonable agreement to the satisfaction of both parties. These negotiations, including staff from the RDN Accounting Department, were initiated early in 2013 by the RDN to meet deadlines for budgeting purposes prior to the start of the budgeting process, with the intent of signing a renewal contract by December 31, 2013. We do not believe that the RDN Recreation staff report to the D69 Recreation Commission would contain the request for approval for the proposed budget amounts and contract signing if it did not believe it could manage the process at the Recreation operations level.

In anticipation of a successful contract signing and budget renewal request, ACES re-invented itself as a new Area F Community leader for recreation services in Area F. Three of the five Directors on the ACES Board are new this year. ACES applied to the BC Government and received a new name approval - Arrowsmith Community Recreation Association (ACRA). The new organization totally modified its legal constitution to parallel the deliverables identified in the RDN/ACES Recreation Services Agreement as written. Both are now registered with the BC Registry in Victoria.

ACES is completely perplexed and disappointed that this most comprehensive RDN staff report, contract renewal and budget request would be stalled at this stage. We were of the opinion that the RDN was satisfied with the past six years performance for ACES delivery of recreation services into the Arrowsmith Community, in tune with the Ten Year Recreation Services Master Plan for rural areas. Needless to say, this new "political" development has blown a huge hole in the ACRA planning process for 2014 and we request that the D69 Recreation Commission reconsider the "motion to delay" passed at the last Recreation Commission meeting.

ACES has no problem with a delay in receiving the proposed increase amount after RDN Board budget approval, however, we wish to express the need for the full budget amount in the proposed contract with contract signing before December 31, 2013. The ACRA contracts with its' part time recreation coordinators runs from Jan 1 to Dec 31 annually, in tune with the RDN/ACES contract. We strongly encourage the D69 Recreation Commission to reconsider its recommendations for the staff report, prior to it going to the RDN Board.

Yours very truly,



Reg Nosworthy - Chair, ACES/ACRA

cc. ACES Directors, D69 Recreation Commission, RDN Recreation Staff, J. Fell, D. Edgeley



RDN REPORT	
CAO APPROVAL	
EAP	
COW	
OCT 15 2013	
RHD	
BOARD	✓

**MEMORANDUM**

**TO:** Jeremy Holm  
Manager, Current Planning

**DATE:** October 10, 2013

**FROM:** Tyler J. Brown  
Planner

**FILE:** PL2013-038

**SUBJECT:** Zoning Amendment Application No. PL2013-038 – Bylaw 500.386  
Magnolia Enterprises Ltd. Inc. No. 527749  
Lot 1, District Lot 36, Newcastle District, Plan VIP80074  
6996 Island Highway West  
Electoral Area ‘H’

**PURPOSE**

To receive the report summarizing the minutes and submissions received at the Public Hearing held on October 7, 2013, and to consider Amendment Bylaw No. 500.386, 2013, for third reading.

**BACKGROUND**

Amendment Bylaw No. 500.386 (see Attachment 1) was introduced and given first and second reading on September 24, 2013. This was followed by a public hearing held on October 7, 2013. The summary of the minutes and submissions is attached for the Board’s consideration (see Attachment 2).

The proposed Amendment Bylaw would amend the Comprehensive Development 6 (CD6) portion of the subject property located at 6996 Island Highway West (see Attachment 3) to permit the use of emergency services to facilitate a proposed ambulance station. Furthermore, the Amendment Bylaw includes general amendments by introducing a new definition, emergency services, and modifying the existing public utility use definition. If approved, the Amendment Bylaw would clarify the definition of public utility use to include police, fire and ambulance emergency services as permissible uses. The general amendments are necessary as they relate to and provide support for the proposed ambulance station and accessory temporary living accommodations for emergency service personnel.

To accommodate the siting of the proposed ambulance station (see Attachment 4), the bylaw amendment includes allowance for the common interior side lot line to be reduced to zero if the adjoining parcel is zoned industrial or commercial.

**ALTERNATIVES**

1. To receive the report of the Public Hearing and give third reading to “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013.”
2. To receive the report of the Public Hearing and deny “Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013.”

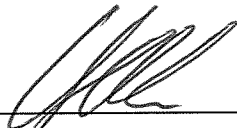



**SUMMARY/CONCLUSIONS**

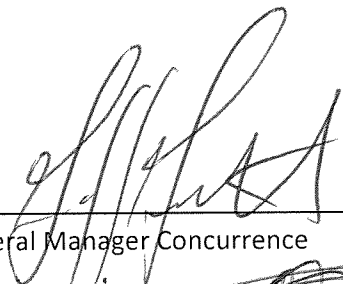
The purpose of Amendment Bylaw No. 500.386, 2013 is to amend the existing zoning for the CD6 portion of the subject property located at 6996 Island Highway West in Electoral Area 'H' to facilitate the development of a proposed ambulance station. The Amendment Bylaw was introduced and given first and second reading on September 24, 2013 and proceeded to public hearing on October 7, 2013. The requirements set out in the Conditions of Approval (see Attachment 5) are to be addressed by the applicant prior to the Board's consideration of the Bylaw for adoption. The Bylaw must also be approved by the Ministry of Transportation and Infrastructure prior to adoption. Staff recommends that Bylaw No. 500.386, 2013, be considered for third reading.

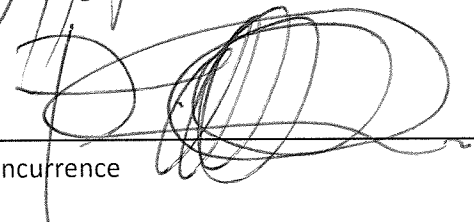
**RECOMMENDATIONS**

1. That the report of the Public Hearing held on October 7, 2013 on "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013" be received.
2. That "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013" be read a third time.

*for*   
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
Manager Concurrence

  
\_\_\_\_\_  
General Manager Concurrence

  
\_\_\_\_\_  
CAO Concurrence

Attachment 1  
Proposed Amendment Bylaw No. 500.386, 2013

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 500.386

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. 500.386, 2013".
- B. "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 definition in alphabetical order:

*"emergency services* means the non-commercial use of land, buildings and structures for fire, police and ambulance services and may include temporary living accommodations for emergency service personnel."
  2. Under **PART 2, INTERPRETATION, DEFINITIONS** by modifying the following definition:

*"public utility use* means the use of land, buildings or structures for the provision of community water or sewer services, park, public access, pipelines, electric and telephone service, emergency services, government office or cemetery."
- C. "Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987 - **PART 3 LAND USE REGULATIONS, Section 3.4.105 Bowser Village Comprehensive Development Zone**", is hereby amended as follows:
  1. By adding the following under Permitted Uses and after g) multiple dwelling units:

"h) emergency services"
  2. By adding the following under Minimum Setback Requirements after All lot lines 5.0 metres:

"except where:

    - a) The adjoining parcel is zoned industrial or commercial then the setback from the common interior side lot line may be reduced to zero."

Introduced and read two times this 24th day of September 2013.

Public Hearing held this 7th day of October 2013.

Read a third time this \_\_\_ day of \_\_\_\_\_ 20\_\_

Approved by the Minister of Transportation and Infrastructure pursuant to the **Transportation Act** this  
\_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

Adopted this \_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Corporate Officer

**Attachment 2**

**Summary of the Public Hearing  
Lighthouse Community Centre  
240 Lions Way, Qualicum Beach  
October 7, 2013 at 7:00 pm**

**To Consider Regional District of Nanaimo Land Use and Subdivision  
Amendment Bylaw No. 500.386, 2013**

**Summary of Minutes and Submissions**

*Note: That these minutes are not a verbatim recording of the proceedings, but summarize the comments of those in attendance at the Public Hearing.*

**PRESENT:**

Bill Veenhof	Chairperson, Director, Electoral Area 'H', RDN
Tyler Brown,	Planner, RDN
Jeremy Holm	Manager, Current Planning, RDN
Fred Ryvers	Applicant Representation
Darren Van Stone	BC Ambulance Service
Darrel Edelman	BC Ambulance Service

One member of the public attended the meeting.

The Chairperson called the hearing to order at 7:03 pm, introduced those present representing the Regional District, the applicant and BC Ambulance Service, and outlined the procedures to be followed during the Hearing.

The Planner provided an explanation of the proposed amendment bylaw.

The Chairperson called for formal submissions with respect to Amendment Bylaw No. 500.386, 2013.

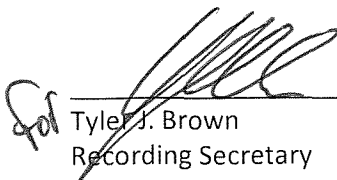
No written submissions were received at the hearing and no comments were received.

The Chairperson called for further submissions for the second time.

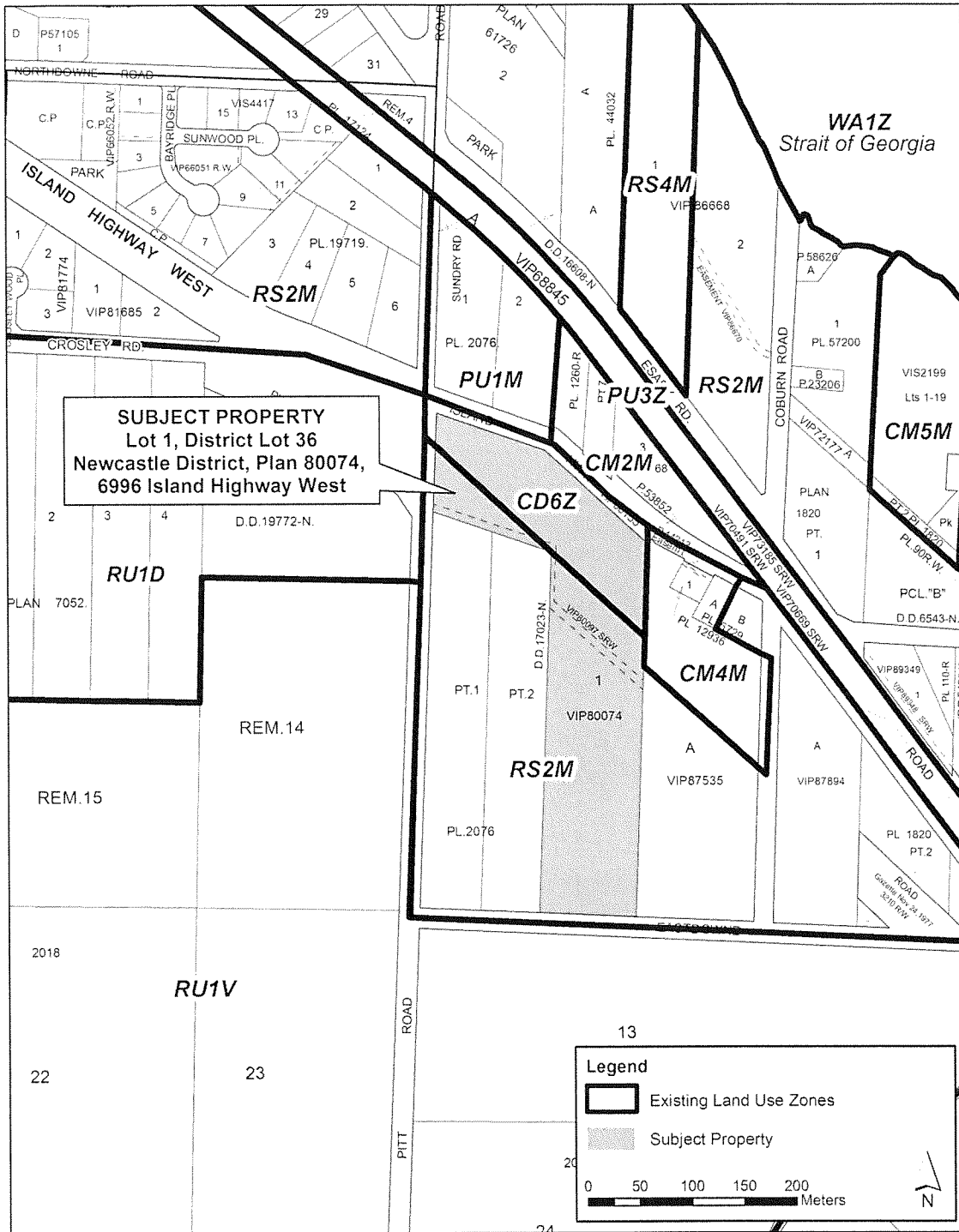
The Chairperson called for further submissions a third and final time.

There being no further submissions, the Chairperson adjourned the hearing at 7:09 pm.

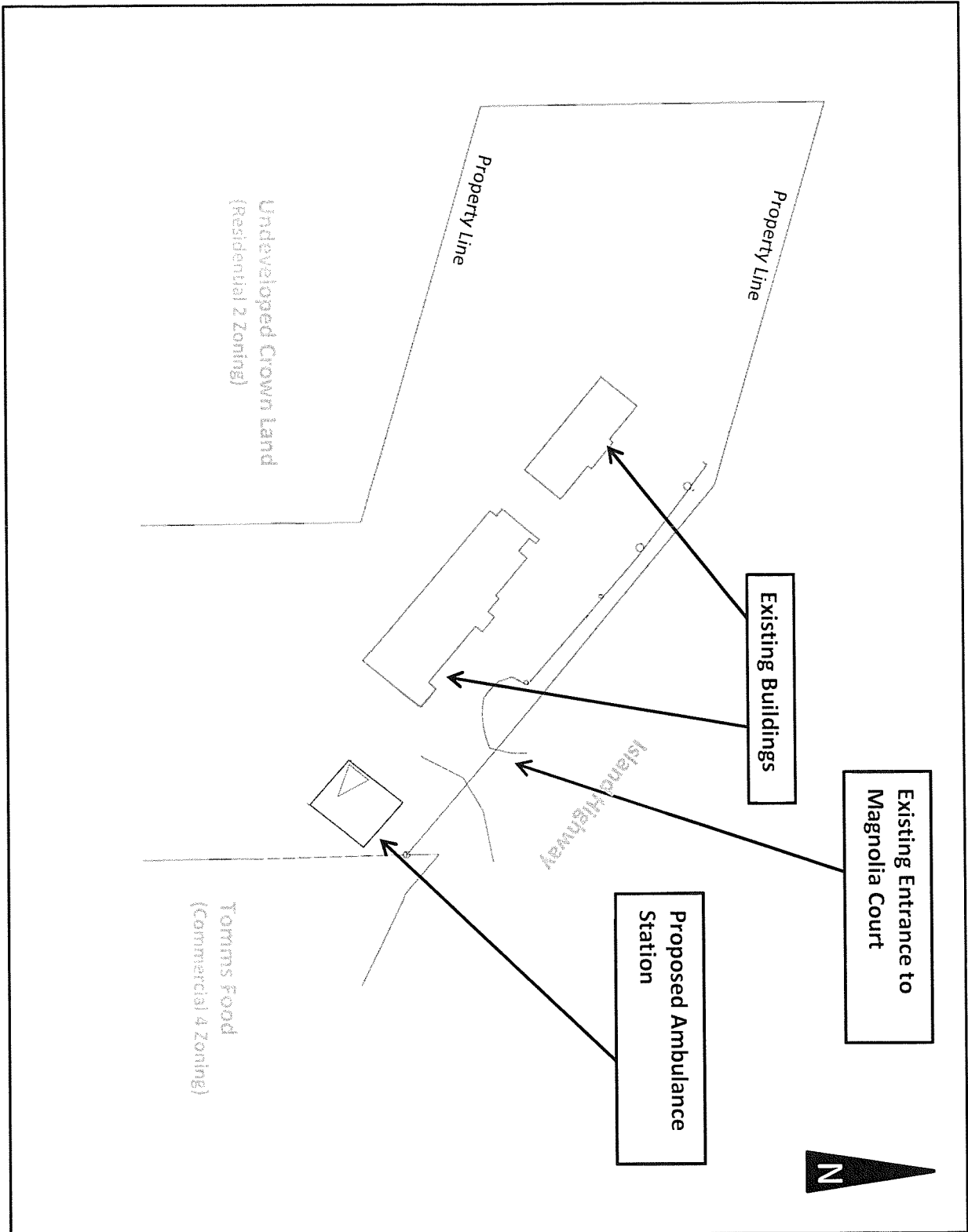
Certified true and accurate this 7<sup>th</sup> day of October, 2013.

  
Tyler J. Brown  
Recording Secretary

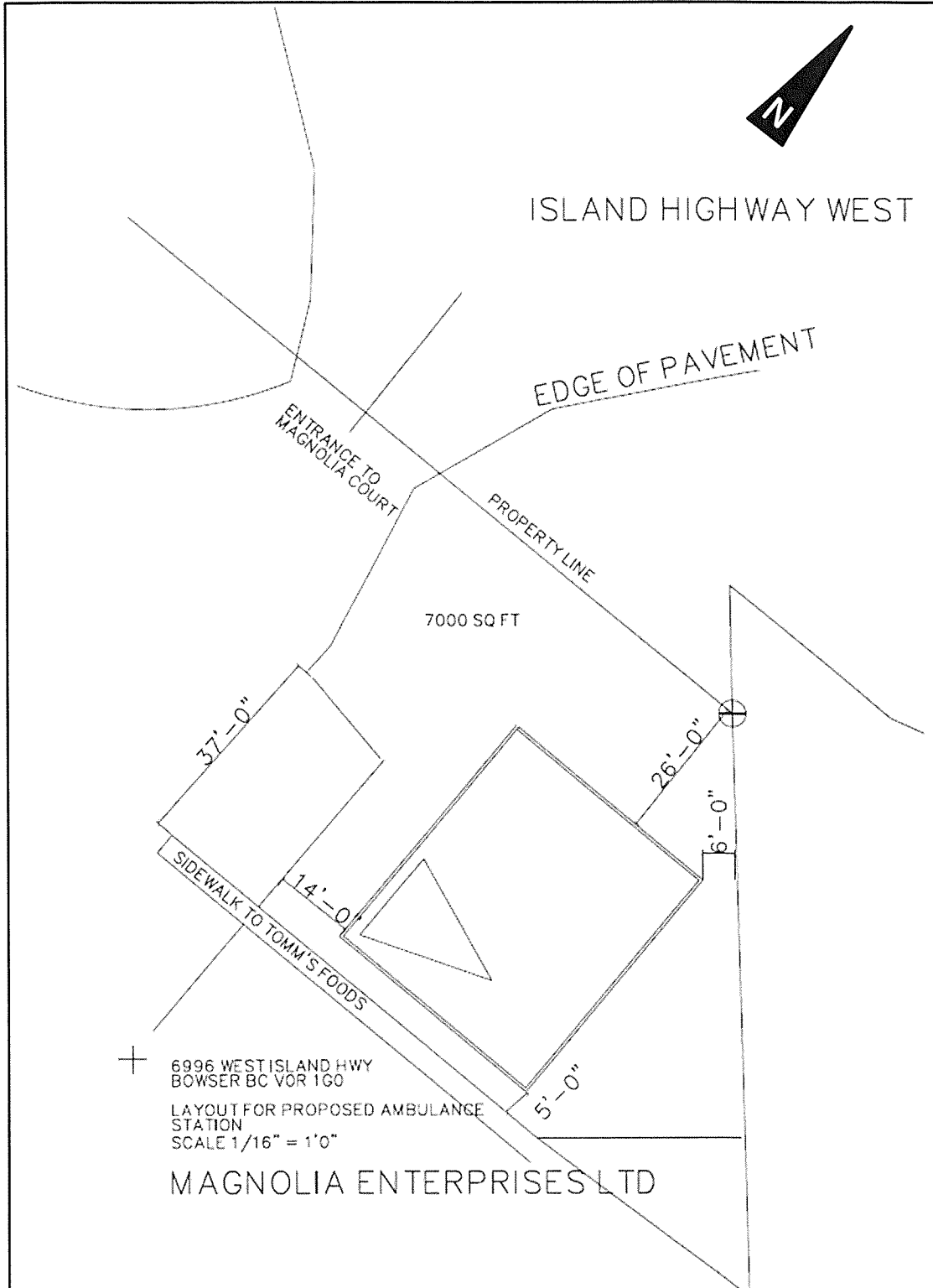
Attachment 3  
 Location of Subject Property



Attachment 4  
Proposed Site Plan



Attachment 4  
Proposed Site Plan/Ambulance Station



**Attachment 5  
Condition of Approval**

The following is required prior to the "Regional District of Nanaimo Land Use and Subdivision Amendment Bylaw No. 500.386, 2013" being considered for adoption:

**Condition of Approval**

The applicant is to obtain a filing for on-site sewage from the Vancouver Island Health Authority prior to final adoption.



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 975.60**

**A BYLAW TO AMEND THE BOUNDARIES OF THE  
PUMP & HAUL LOCAL SERVICE**

WHEREAS the Regional District of Nanaimo established a Pump and Haul Service pursuant to Bylaw No. 975, cited as “Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995”;

AND WHEREAS the Board of the Regional District of Nanaimo has been petitioned by the property owner to amend the boundaries of the service area to exclude the land legally described as:

- Lot 43, Section 8, Plan 24916, Wellington Land District (City of Nanaimo);

AND WHEREAS at least 2/3 of the service participants have consented to the adoption of this bylaw in accordance with section 802 of 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 “Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.60, 2013”.

**2. Amendment**

“Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995” is amended by deleting Schedule ‘A’ and replacing it with the Schedule ‘A’ attached to and forming part of this bylaw.

Introduced and read three times this 24th day of September, 2013.

Adopted this day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CORPORATE OFFICER

Schedule 'A' to accompany "Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.60, 2013".

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Chairperson

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Corporate Officer

**BYLAW NO. 975.60**

**SCHEDULE 'A'**

**Electoral Area 'B'**

1. Lot 108, Section 31, Plan 17658, Nanaimo Land District.
2. Lot 6, Section 18, Plan 17698, Nanaimo Land District.
3. Lot 73, Section 31, Plan 17658, Nanaimo Land District.
4. Lot 26, Section 12, Plan 23619, Nanaimo Land District.
5. Lot 185, Section 31, Plan 17658, Nanaimo Land District.
6. Lot A, Section 31, Plan VIP84225, Gabriola Island, Nanaimo District
7. Lot 120, Section 31, Plan 17658, Nanaimo Land District.
8. Lot 108, Section 12, Plan 23435, Nanaimo Land District.
9. Lot 75, Section 13, Plan 21531, Nanaimo Land District.
10. Lot 85, Section 18, Plan 21586, Nanaimo Land District.
11. Lot 14, Section 21, Plan 5958, Nanaimo Land District.
12. Lot 108, Section 13, Plan 21531, Nanaimo Land District.
13. Lot 84, Sections 12 & 13, Plan 21531, Nanaimo Land District.
14. Lot 72, Section 13, Plan 21531, Nanaimo Land District.
15. Lot 61, Section 18, Plan 21586, Gabriola Island, Nanaimo District.

**Electoral Area 'E'**

1. Lot 1, District Lot 72, Plan 17681, Nanoose Land District.
2. Lot 17, District Lot 78, Plan 14212, Nanoose Land District.
3. Lot 32, District Lot 68, Plan 26680, Nanoose Land District.
4. Lot 13, Block E, District Lot 38, Plan 13054, Nanoose Land District.
5. Lot 13, District Lot 78, Plan 25828, Nanoose Land District.
6. Lot 58, District Lot 78, Plan 14275, Nanoose Land District.
7. Lot 28, District Lot 78, Plan 15983, Nanoose Land District.
8. Lot 23, District Lot 78, Plan 14212, Nanoose Land District.
9. Lot 23, District Lot 78, Plan 28595, Nanoose Land District.
10. Lot 53, District Lot 78, Plan 14275, Nanoose Land District.
11. Lot 12, District Lot 8, Plan 20762, Nanoose Land District.
12. Lot 57, District Lot 78, Plan 14275, Nanoose District
13. Lot 18, District Lot 78, Plan 19688, Nanoose District

**Electoral Area 'F'**

1. Lot 2, District Lot 74, Plan 36425, Newcastle Land District.

**Electoral Area 'G'**

1. Lot 28, District Lot 28, Plan 26472, Nanoose Land District.
2. Lot 1, District Lot 80, Plan 49865, Newcastle Land District.

**Electoral Area 'H'**

1. Lot 22, District Lot 16, Plan 13312, Newcastle Land District.
2. Lot 29, District Lot 81, Plan 27238, Newcastle Land District.
3. Lot 46, District Lot 81, Plan 27238, Newcastle Land District.
4. Lot 9, District Lot 28, Plan 24584, Newcastle Land District.
5. Lot 41, District Lot 81, Plan 27238, Newcastle Land District.
6. Lot 20, District Lot 16, Plan 13312, Newcastle Land District.
7. Lot 1, District Lot 40, Plan 16121, Newcastle District.
8. Lot 27, Plan 16121, District Lot 40, Newcastle Land District.

**District of Lantzville**

1. Lot 24, District Lot 44, Plan 27557, Wellington Land District.
2. Lot A, District Lot 27G, Plan 29942, Wellington Land District.
3. Lot 1, District Lot 85, Plan 15245, Wellington Land District.

**REGIONAL DISTRICT OF NANAIMO**

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

In Attendance:

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

Also in Attendance:

P. Thorkelsson	Chief Administrative Officer
J. Harrison	Director of Corporate Services
R. Alexander	Gen. Mgr. Regional & Community Utilities
G. Garbutt	Gen. Mgr. Strategic & Community Development
J. Hill	Mgr. Administrative Services
C. Golding	Recording Secretary

**CALL TO ORDER**

The Chairperson called the meeting to order.

**ELECTORAL AREA PLANNING COMMITTEE MINUTES**

MOVED Director McPherson, SECONDED Director Fell, that the minutes of the Electoral Area Planning Committee meeting held Tuesday, September 10, 2013, be adopted.

CARRIED

**DEVELOPMENT PERMIT APPLICATIONS**

**Development Permit Application No. PL2012-078 – Kevin and Wendy May – 863 Cavin Road, Electoral Area ‘G’.**

MOVED Director Stanhope, SECONDED Director McPherson, that Development Permit Application No. PL2012-078 to permit the construction of a dwelling unit be approved subject to the conditions outlined in Attachment 2.

CARRIED

**DEVELOPMENT PERMIT WITH VARIANCE APPLICATIONS**

**Development Permit with Variance Application No. PL2013-096 – Will Melville – 962 Surfside Drive, Electoral Area ‘G’.**

MOVED Director Stanhope, SECONDED Director Young, that Development Permit with Variance Application No. PL2013-096 to permit the construction of a dwelling unit and accessory building be approved subject to the conditions outlined in Attachment 2.

CARRIED

**DEVELOPMENT VARIANCE PERMIT APPLICATIONS**

**Development Variance Permit Application No. PL2013-094 – Borden – 790 Wildgreen Way, Electoral Area ‘G’.**

MOVED Director Stanhope, SECONDED Director McPherson, that Development Variance Permit Application No. PL2013-094 to relax the side lot line setback from 8.0 metres to 7.3 metres to legalize the siting of an existing accessory building be approved subject to the conditions outlined in Attachment 2.

CARRIED

**OTHER**

**Request for Relaxation of the Minimum 10% Perimeter Frontage Requirement – Shepherd – 853 Miller Road, Electoral Area ‘G’.**

MOVED Director Stanhope, SECONDED Director Fell, that the request to relax the minimum 10% perimeter frontage requirement for proposed Lot A be approved.

CARRIED

**ADJOURNMENT**

MOVED Director Stanhope, SECONDED Director Fell, that this meeting terminate.

CARRIED

TIME: 6:41PM

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CHAIRPERSON

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CORPORATE OFFICER

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING  
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON  
TUESDAY, OCTOBER 8, 2013 AT 7:00 PM IN THE  
RDN BOARD CHAMBERS**

In Attendance:

Director J. Stanhope	Chairperson
Director D. Brennan	Deputy Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director M. Young	Electoral Area C
Director G. Holme	Electoral Area E
Director J. Fell	Electoral Area F
Director B. Veenhof	Electoral Area H
Director B. Dempsey	District of Lantzville
Director J. Ruttan	City of Nanaimo
Director G. Anderson	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director T. Greves	City of Nanaimo
Director D. Johnstone	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director M. Lefebvre	City of Parksville
Director D. Willie	Town of Qualicum Beach

Also in Attendance:

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

## **CALL TO ORDER**

The Chairperson called the meeting to order and welcomed Steven Rae, Alternate Director for Electoral Area 'A'.

## **DELEGATIONS**

**Dianne Eddy, Mapleguard Ratepayers Association, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H'.**

Dianne Eddy provided a visual presentation and spoke in opposition to Regional Growth Strategy and Official Community Plan Amendment Application PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H'.

**Len Walker, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H'.**

Len Walker provided a visual presentation and spoke in opposition to the Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H'.

Director Greves left the meeting at 7:23 PM citing a possible conflict of interest with the next agenda item.

**Andre Sullivan, Nanaimo Rail Trail Partnership Group, re Request to the Regional District of Nanaimo for Partnership.**

Andre Sullivan provided a visual presentation with an overview of the Nanaimo Region Rail Trail Partnership and requested that the Regional District of Nanaimo be one of its founding partners and provide \$15,000 in funding to the Rail Trail Partnership.

Director Greves returned to the meeting at 7:49 PM.

**Dr. Gilles Wendling, GW Solutions, Inc., re RGS and OCP Amendment Application PL2011-060 – Baynes Sound Investments Ltd – Electoral Area 'H'.**

Dr. Gilles Wendling provided a visual presentation on hydrogeology regarding Regional Growth Strategy and Official Community Plan Amendment Application PL2011-060 – Baynes Sound Investments Ltd. – Electoral Area 'H'.

## **LATE DELEGATIONS**

MOVED Director Ruttan, SECONDED Director Holme, that late delegations be permitted to address the Committee.

CARRIED

**Jim Crawford, Baynes Sound Investments, re RGS and OCP Amendment Application No. PL2011-060 - Baynes Sound Investment Ltd. – Electoral Area 'H'.**

Jim Crawford, Project Manager for Baynes Sound Investments Ltd. provided an update to the Board, spoke in support of the consultation process proceeding, and requested the Board provide time to conduct a water study.



**Margaret Healey, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

Margaret Healey provided the Committee a handout and spoke in support of Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd.

**Keith Reid, re Water Quality, Land Development, and the Shellfish Industry.**

Keith Reid spoke in support of the Baynes Sound Investment Application and stated that his concerns about water quality, storm and wastewater run-off have been addressed by the applicant.

**Don Tillapaugh, Vancouver Island University, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

Don Tillapaugh spoke in support of Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd., stating his view that the development would protect coastal waters and preserve the marine ecosystem.

**COMMITTEE OF THE WHOLE MINUTES**

MOVED Director Holme, SECONDED Director Ruttan, that the minutes of the Committee of the Whole meeting held, Tuesday, September 10, 2013, be adopted.

CARRIED

**COMMUNICATION/CORRESPONDENCE**

**Residents of Horne Lake area, Electoral Area ‘H’, re safety on local roads.**

MOVED Director McPherson, SECONDED Director Johnstone, that correspondence from the residents of Horne Lake, Electoral Area ‘H’, regarding safety on local roads, be received.

CARRIED

**Greta Taylor, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

MOVED Director McPherson, SECONDED Director Johnstone, that correspondence from Greta Taylor regarding Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’, be received.

CARRIED

**John and Sandy Vanderwel, re Seaweed Harvesting, Deep Bay, BC.**

MOVED Director McPherson, SECONDED Director Johnstone, that correspondence from John and Sandy Vanderwel, regarding seaweed harvesting at Deep Bay, BC, be received.

CARRIED

**Jean and John Weighill, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’.**

MOVED Director McPherson, SECONDED Director Johnstone, that correspondence from Jean and John Weighill, regarding Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area ‘H’, be received.

CARRIED

**Steve and Patty Biro, re RGS and OCP Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H'.**

MOVED Director McPherson, SECONDED Director Johnstone, that correspondence from Steve and Patty Biro, regarding Regional Growth Strategy and Official Community Plan Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H', be received.

CARRIED

**CORPORATE SERVICES**

**ADMINISTRATIVE SERVICES**

**Board Procedure Amendment Bylaw No. 1512.01.**

MOVED Director Dempsey, SECONDED Director Anderson, that "Regional District of Nanaimo Board Procedure Amendment Bylaw No. 1512.01, 2013" be introduced and read three times.

CARRIED

MOVED Director Dempsey, SECONDED Director Anderson, that "Regional District of Nanaimo Board Procedure Amendment Bylaw No. 1512.01, 2013" be adopted.

CARRIED

**RECREATION AND PARKS**

**RECREATION**

**Ravensong Aquatic Centre and Oceanside Place Apportionment Formula Bylaw Amendments – Bylaws 899.01 and 1358.01.**

MOVED Director Anderson, SECONDED Director Lefebvre, that the apportionment formulas for Oceanside Place and Ravensong Aquatic Centre Service Bylaws be amended to 50% assessments / 50% usage, phased in over a five year period, with no expansion of the participation in the Ravensong Aquatic Centre Service to include Electoral Area 'E'.

CARRIED

MOVED Director Anderson, SECONDED Director Lefebvre, that "Regional District of Nanaimo District 69 Swimming Pool Service Amendment Bylaw No. 899.01, 2013" be introduced and read three times and be forwarded to the Inspector of Municipalities for approval.

CARRIED

MOVED Director Anderson, SECONDED Director Lefebvre, that "Regional District of Nanaimo District 69 Ice Arena Amendment Bylaw No. 1358.01, 2013" be introduced and read three times and forwarded to the Inspector of Municipalities for approval.

CARRIED

**REGIONAL AND COMMUNITY UTILITIES**

**WATER & UTILITY**

**Westurne Heights Water System – Engineering Design Review Funding.**

MOVED Director Fell, SECONDED Director Anderson, that the Board approve funding for an Engineering Design Review of the Westurne Heights Water System, not to exceed \$15,000, be provided utilizing Community Works funds allocated to Electoral Area "F".

CARRIED

MOVED Director Fell, SECONDED Director Anderson, that the Board approve that Regional District of Nanaimo "Westurne Heights Water Service Study Area Establishing Bylaw No. 1677, 2013", be abandoned.

CARRIED

MOVED Director Fell, SECONDED Director Anderson, that the Board approve that Regional District of Nanaimo "Westurne Heights Water Service Study Area Loan Authorization Bylaw No. 1678, 2013", be abandoned.

CARRIED

**French Creek Water Service Area – Water Quality Improvement Option.**

MOVED Director Anderson, SECONDED Director Young, that the Board approve, in principle, the concept of a water supply connection from the Town of Qualicum Beach to the French Creek Water Service Area.

CARRIED

MOVED Director Anderson, SECONDED Director Young, that the concept of a water supply connection from the Town of Qualicum Beach to the French Creek Water Service Area be forwarded to the Town of Qualicum Beach Council for consideration.

CARRIED

**San Pareil Water System and Fire Protection Upgrade Phase 2 – Project Contract Award.**

MOVED Director Holme, SECONDED Director Fell, that the Board award the San Pareil Fire Protection Upgrade Phase 2 project to Windley Contracting Ltd. in the amount of \$884,783.

CARRIED

MOVED Director Holme, SECONDED Director Fell, that the Board approve funding in support of the San Pareil Fire Protection Upgrade Phase 2 project, not to exceed \$350,000, utilizing Community Works funds allocated to Electoral Area "G".

CARRIED

MOVED Director Holme, SECONDED Director Fell, that "San Pareil Water System (Fire Protection Improvements) Service Security Issuing Bylaw No. 1689, 2013" be given three readings.

CARRIED

MOVED Director Holme, SECONDED Director Fell, that "San Pareil Water System (Fire Protection Improvements) Service Interim Financing Bylaw No. 1690, 2013" be given three readings.

CARRIED

MOVED Director Holme, SECONDED Director Fell, that "San Pareil Water System (Fire Protection Improvements) Service Security Issuing Bylaw No. 1689, 2013" be adopted.

CARRIED

MOVED Director Holme, SECONDED Director Fell, that "San Pareil Water System (Fire Protection Improvements) Service Interim Financing Bylaw No. 1690, 2013" be adopted.

CARRIED

## **STRATEGIC AND COMMUNITY DEVELOPMENT**

### ***BUILDING, BYLAW, AND EMERGENCY PLANNING***

#### **3272 Roper Road, Electoral Area 'A' – Building and Zoning Bylaw Contraventions.**

MOVED Director McPherson, SECONDED Director Ruttan, that staff be directed to register a Notice of Bylaw Contravention pursuant to Section 57 of the *Community Charter* on the title of Lot 18, Section 2, Range 6, Cedar District, Plan 27748 (3272 Roper Road) and to take further enforcement as may be necessary to ensure the property is in compliance with Regional District of Nanaimo Building Regulations Bylaw No. 1250, 2010 and Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987.

CARRIED

### ***ENERGY AND SUSTAINABILITY***

#### **Nanoose Bay Community Signage Program.**

MOVED Director Holme, SECONDED Director Brennan, that the Board support the use of Community Works Funds allocated to Electoral Area 'E' in the amount of \$30,000 for the purpose of developing and implementing a pilot community signage program for Electoral Area 'E' (Nanoose Bay).

CARRIED

MOVED Director Holme, SECONDED Director Brennan, that staff be directed to correspond with the Minister of Transportation and Infrastructure on the importance of community signage programs in unincorporated areas.

CARRIED

### ***LONG RANGE PLANNING***

#### **Status Update – Regional Growth Strategy (RGS) and Official Community Plan (OCP) Amendment Application No. PL2011-060 – Baynes Sound Investment Ltd. – Electoral Area 'H'.**

MOVED Director Veenhof, SECONDED Director Lefebvre, that support for a review of Application No. PL2011-060 be withdrawn and the application not be allowed to proceed through the process to amend the Regional Growth Strategy and Area 'H' Official Community Plan.

CARRIED

MOVED Director Veenhof, SECONDED Director Lefebvre, that staff be directed to discuss options with the applicant about developing the site consistent with Regional Growth Strategy and Official Community Plan direction.

CARRIED

MOVED Director Veenhof, SECONDED Director Lefebvre, that staff be directed to work with Vancouver Island University to explore creative alternatives that support the objectives of the Deep Bay Marine Field Station. This includes working with Island Corridor Foundation, Vancouver Island University, Ministry of Transportation and Infrastructure and the applicant to improve access to the Deep Bay Marine Field Station.

CARRIED

**CHIEF ADMINISTRATIVE OFFICER**

**Regional District of Nanaimo – Operational and Efficiency Review.**

MOVED Director Brennan, SECONDED Director Lefebvre, that the Board direct the Chief Administrative Officer to undertake an Operational and Efficiency Review at the Regional District of Nanaimo as proposed in the staff report and attachments.

CARRIED

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

MOVED Director Dempsey, SECONDED Director Kipp, to refer the Nanaimo Region Rail Trail request for funding to the 2014 budget discussions.

CARRIED

**NEW BUSINESS**

**BC Hydro, re Draft Integrated Resource Plan.**

MOVED Director Lefebvre, SECONDED Director Veenhof, that staff direct correspondence to BC Hydro on the Draft Integrated Resource Plan requesting that the Integrated Resource Plan include and preserve options for renewable energy projects on Vancouver Island, and throughout British Columbia.

CARRIED

MOVED Director Lefebvre, SECONDED Director Veenhof, that correspondence be provided to BC Hydro prior to the October 18, 2013 deadline for comment on the Integrated Resource Plan.

CARRIED

**Tax and Borrowing Increases.**

MOVED Director Veenhof, SECONDED Director Fell, that the Regional District of Nanaimo tax increases be limited to the Consumer Price Index for budgets 2014 through 2019.

MOVED Director Brennan, SECONDED Director Anderson, that this item be referred to staff to prepare a report to the Board on the implications of limiting tax increases to the Consumer Price Index.

CARRIED

**Island Corridor Foundation – Safety Requirements for Rail Transportation.**

Director Lefebvre noted that the Island Corridor Foundation has addressed the City of Parkville's questions as outlined in his Notice of Motion provided at the September 24, 2013 Board meeting.

**IN CAMERA**

MOVED Director Holme, SECONDED Director Young, that pursuant to Sections 90 (1) (c) and (f) of the *Community Charter* the Board proceed to an In Camera meeting for discussions related to labour relations and law enforcement.

CARRIED

**ADJOURNMENT**

MOVED Director Holme, SECONDED Director McPherson, that this meeting terminate.

CARRIED

TIME: 10:19 PM

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CHAIRPERSON

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CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1512.01

A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO  
BOARD PROCEDURE BYLAW NO. 1512, 2006

WHEREAS under section 794(1) of the *Local Government Act* the Board must establish the procedures to be followed for the conduct of its business;

AND WHEREAS the Board wishes to amend the terms of reference for the Electoral Area Planning Standing Committee and the title of the person responsible for corporate administration under section 198 of 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 as "Regional District of Nanaimo Board Procedure Amendment Bylaw No. 1512.01, 2013".

2. Amendments

"Regional District of Nanaimo Board Procedure Bylaw No. 1512, 2006" is amended as follows:

(1) By deleting section 30(1)(a) and replacing it with the following:

"(a) Electoral Area Planning Committee

To consider matters pertaining to Electoral Area Planning under Part 26 of the *Local Government Act*."

(2) By deleting "Senior Manager of Corporate Administration" as it appears throughout the bylaw and replacing it with "Corporate Officer".

Introduced and read three times this \_\_\_ day of \_\_\_\_\_, 2013.

Adopted this \_\_\_ day of \_\_\_\_\_, 2013.

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CHAIRPERSON

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CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 899.01

A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO  
DISTRICT 69 SWIMMING POOL LOCAL SERVICE AREA  
ESTABLISHMENT BYLAW NO. 899

WHEREAS the Regional District of Nanaimo established the District 69 Swimming Pool Local Service Area by Bylaw No. 889, 1993;

AND WHEREAS the Board wishes to amend the apportionment formula in the bylaw;

AND WHEREAS consent of at least two-thirds of the participants as required under section 802(1)(b) of the *Local Government Act* has been obtained;

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 District 69 Swimming Pool Service Amendment Bylaw No. 899.01, 2013".

2. **Amendments**

"Regional District of Nanaimo District 69 Swimming Pool Local Service Area Establishment Bylaw No. 899, 1993" is amended as follows:

(1) Section 5 "Cost Recovery" is deleted in its entirety and replaced with the following:

**"5. Cost Recovery**

The annual net costs of the service may be recovered by one or more of the following:

- (a) the requisition of money under sections 805 and 806 of the *Local Government Act* to be collected by a property value tax to be levied and collected under sections 805.1(1) and 806.1(1) of the *Local Government Act*;
- (b) the imposition of fees and other charges that may be fixed by separate bylaw for the purpose of recovering these costs;
- (c) by revenues raised by other means authorized under the *Local Government Act* or another Act;



(d) by revenues received by way of agreement, enterprise, gift, grant or otherwise.”

(2) Section 6 "Maximum Requisition" is deleted in its entirety and replaced with the following:

**“6. Maximum Requisition**

The maximum amount that may be requisitioned under section 803(1)(a) of the *Local Government Act* to recover the annual net costs of the service shall be the greater of Seven Hundred and Seventy Thousand (\$770,000.00) Dollars or \$0.434 per \$1,000 of the net taxable value of land and improvements within the service area.”

(3) Section 7 “Apportionment” is deleted in its entirety and replaced with the following:

**“7. Apportionment**

The costs of providing the service shall be apportioned among the participating areas as follows:

- (a) fifty (50%) percent on the basis of the converted value of land and improvements for hospital purposes; and
- (b) fifty (50%) percent on the basis of the percentage of usage of the service as determined by a survey of usage carried out by the Regional District of Nanaimo.
- (c) the fifty (50%) percent allocation between usage and converted values of land and improvements shall be phased in over five (5) years with ten (10%) percent per year to be incremented to usage as set out in the following table:

Requisition Year	Percentage allocation of requisition to be based on converted value of land and improvements for hospital purposes	Percentage allocation of requisition to be based on a survey of usage carried out by the Regional District of Nanaimo
2014	Ninety percent (90%)	Ten percent (10%)
2015	Eighty percent (80%)	Twenty percent (20%)
2016	Seventy percent (70%)	Thirty percent (30%)
2017	Sixty percent (60%)	Forty percent (40%)
2018	Fifty percent (50%)	Fifty percent (50%)
2019 and thereafter	Fifty percent (50%)	Fifty percent (50%)

Introduced and read three times this      day of      , 2013.

Received the approval of the Inspector of Municipalities this      day of      , 2013.

Adopted this      day of      , 2013.

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CHAIRPERSON

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CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1358.01

A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO  
DISTRICT 69 ICE ARENA CONVERSION BYLAW NO. 1358

WHEREAS the Regional District of Nanaimo established the District 69 Ice Arena services by conversion Bylaw No. 1358, 2003;

AND WHEREAS the Board wishes to amend the apportionment formula in the bylaw;

AND WHEREAS consent of at least two-thirds of the participants as required under section 802(1)(b) of the *Local Government Act* has been obtained;

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 District 69 Ice Arena Amendment Bylaw No. 1358.01, 2013".

2. **Amendment**

"Regional District of Nanaimo District 69 Ice Arena Conversion Bylaw No. 1358, 2003" is amended as follows:

Section 6 "Apportionment" is deleted in its entirety and replaced with the following:

"6. **Apportionment**

The costs of providing the service shall be apportioned among the participating areas as follows:

- (a) fifty (50%) percent on the basis of the converted value of land and improvements for hospital purposes; and
- (b) fifty (50%) percent on the basis of the percentage of usage of the service as determined by a survey of usage carried out by the Regional District of Nanaimo.
- (c) the fifty (50%) percent allocation between usage and converted values of land and improvements shall be phased in over five (5) years with ten (10%) percent per year to be incremented to usage as set out in the following table:

Requisition Year	Percentage allocation of requisition to be based on converted value of land and improvements for hospital purposes	Percentage allocation of requisition to be based on a survey of usage carried out by the Regional District of Nanaimo
2014	Ninety percent (90%)	Ten percent (10%)
2015	Eighty percent (80%)	Twenty percent (20%)
2016	Seventy percent (70%)	Thirty percent (30%)
2017	Sixty percent (60%)	Forty percent (40%)
2018	Fifty percent (50%)	Fifty percent (50%)
2019 and thereafter	Fifty percent (50%)	Fifty percent (50%)

Introduced and read three times this       day of       , 2013.

Received the approval of the Inspector of Municipalities this       day of       , 2013.

Adopted this       day of       , 2013.

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CHAIRPERSON

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CORPORATE OFFICER

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1677, 2013**

**A BYLAW TO ESTABLISH THE WESTURNE HEIGHTS WATER SERVICE  
STUDY AREA**

WHEREAS pursuant to section 796 and 800 of the *Local Government Act* a regional district may, by bylaw, establish and operate any service the Board considers necessary or desirable for all or part of the Regional District;

AND WHEREAS the Board of the Regional District of Nanaimo ("Regional District") wishes to establish a service for an engineering analysis to determine the status of the existing Westurne Heights water system and what short-term and long-term improvements are necessary for the Regional District to acquire the water system;

AND WHEREAS the Regional District received sufficient petitions to establish a Westurne Heights Water Service Study Area;

AND WHEREAS the approval of the Inspector of Municipalities has been obtained under section 801 of the *Local Government Act*;

AND WHEREAS participating area approval in each participating area has been obtained under section 797.4 of 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 "Westurne Heights Water Service Study Area Establishing Bylaw No. 1677, 2013".

**2. Service**

The service established by this bylaw is the engineering analysis to determine the status of the existing Westurne Heights water system and what short-term and long-term improvements are necessary for the Regional District to acquire the water system (the "Service").

**3. Boundaries**

The boundaries of the service area is that part of Electoral Area 'F' shown in heavy outline on the plan attached as Schedule 'A', attached to and forming part of this bylaw.

**4. Participating Area**

The participating area for the Service is Electoral Area 'F'.

**5. Cost Recovery**

As provided in section 803 of the *Local Government Act*, the annual cost of providing the Service shall be recovered by one or more of the following:

- (a) property value taxes imposed in accordance with Division 4.3 of Part 24 of the *Local Government Act*;
- (b) parcel taxes imposed in accordance with Division 4.3 of Part 24 of the *Local Government Act*;
- (c) fees and charges imposed under section 363 of the *Local Government Act*;
- (d) revenues raised by other means authorized by the *Local Government Act* or another Act;
- (e) revenues received by way of agreement, enterprise, gift, grant or otherwise.

**6. Maximum Requisition**

In accordance with section 800.1(1)(e) of the *Local Government Act*, the maximum amount that may be requisitioned annually for the cost of the Service is the greater of:

- (a) Three Thousand Eight Hundred (\$3,800) Dollars; or
- (b) the amount equal to the amount that could be raised by a property value tax rate of \$1.05 per \$1,000 applied to the net taxable value of land and improvements in the service area.

Introduced and read three times this 23rd day of April, 2013.

Approved by the Inspector of Municipalities this \_\_\_ day of \_\_\_\_\_, 2013.

Adopted this \_\_\_ day of \_\_\_\_\_, 2013.

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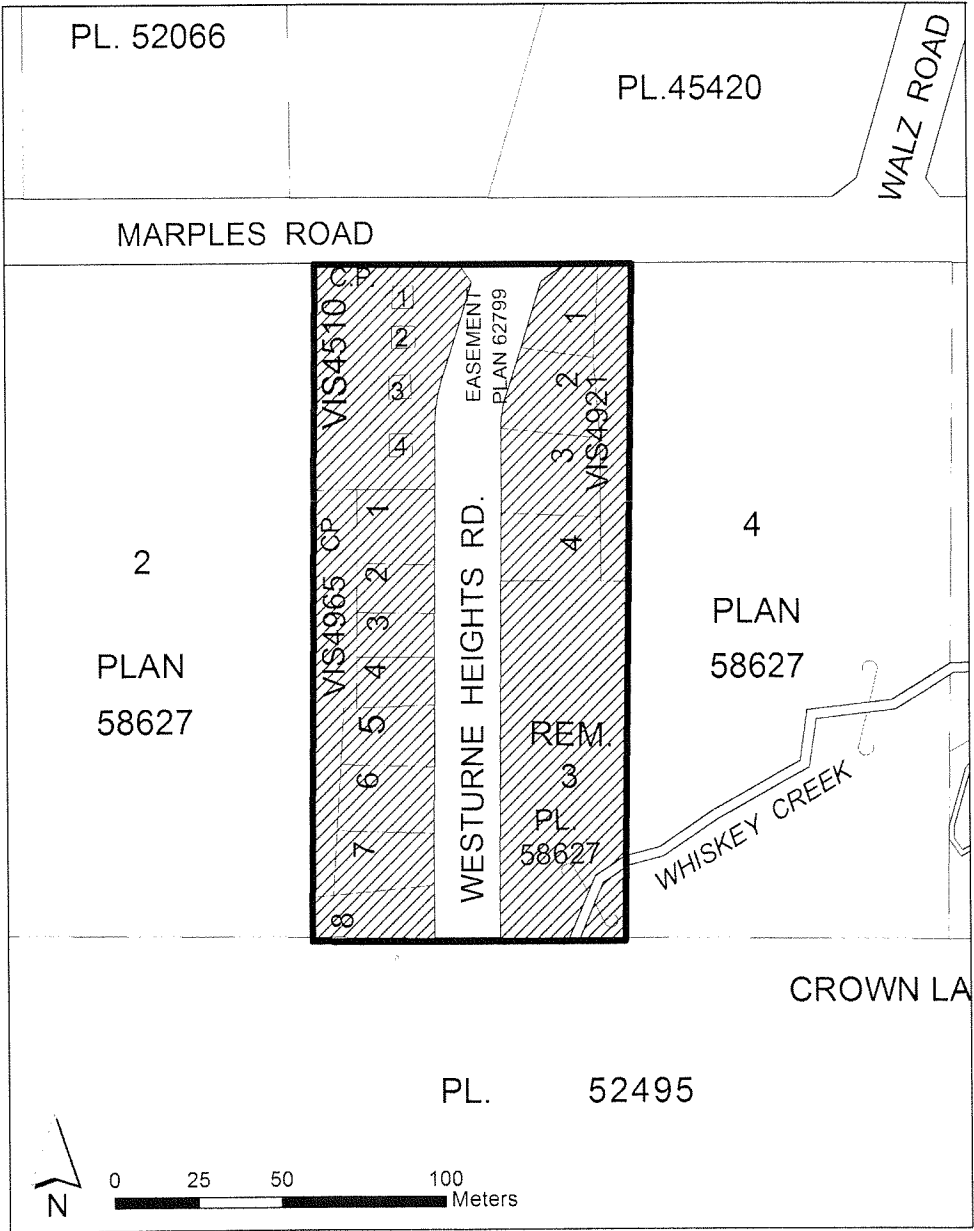
CHAIRPERSON

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CORPORATE OFFICER

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Corporate Officer



Date: January 2013

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1678**

**A BYLAW TO AUTHORIZE THE BORROWING OF  
FIFTEEN THOUSAND DOLLARS (\$15,000)  
FOR THE WESTURNE HEIGHTS WATER SERVICE STUDY AREA**

WHEREAS the Board of the Regional District of Nanaimo (the "Regional District") established the Westurne Heights Water Service Study Area pursuant to Bylaw No. 1677, cited as "Westurne Heights Water Service Study Area Establishing Bylaw No. 1677, 2013" for the purpose of conducting an engineering analysis to determine the status of the existing Westurne Heights water system;

AND WHEREAS the Board wishes to study and evaluate the Westurne Heights water system and associated works (the "Works") to determine the necessary improvements and costs to upgrade the system to a standard that the Regional District would be willing to own and operate;

AND WHEREAS the estimated cost of the Works, including expenses incidental thereto, is the sum of Fifteen Thousand Dollars (\$15,000);

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

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

1. This bylaw may be cited for all purposes as the "Westurne Heights Water Service Study Area Loan Authorization Bylaw No. 1678, 2013".
2. The Board is hereby empowered and authorized to undertake and carry out or cause to be carried out an engineering analysis and to do all things necessary in connection therewith and without limiting the generality of the foregoing:
  - (a) to borrow upon the credit of the Regional District a sum not exceeding Fifteen Thousand Dollars (\$15,000); and
  - (b) to complete an engineering analysis to determine the status of the existing water system and what short-term and long-term improvements are necessary for the Regional District to acquire the water system as authorized under "Westurne Heights Water Service Study Area Establishing Bylaw No. 1677, 2013".
3. The maximum term for which debentures may be issued to secure the debt intended to be created by this bylaw is 5 years.



Introduced and read three times this 23rd day of April, 2013.

Approved by the Inspector of Municipalities this \_\_\_ day of \_\_\_\_\_, 2013.

Adopted this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CORPORATE OFFICER

**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1689**

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

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

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

Regional District	L/A Bylaw No.	Purpose	Amount Borrowing Authorized	Amount Already Borrowed	Borrowing Authority Remaining	Term of Issue (Yrs.)	Amount of Issue
Nanaimo	1647	San Pareil Water System (Fire Protection) Improvements Service	\$1,360,000	Nil	\$1,360,000	20	\$1,360,000
Total Financing pursuant to Section 825							<u>\$1,360,000</u>

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

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

1. The Authority is hereby requested and authorized to finance from time to time the aforesaid undertakings at the sole cost and on behalf of the Nanaimo Regional District and its municipalities hereinbefore referred to, in Canadian Dollars or in such other currency or currencies as the Authority shall determine so that the amount realized does not exceed One Million Three Hundred Sixty Thousand Dollars (\$1,360,000) in Canadian Dollars and/or the equivalent thereto and at such interest and with such discounts or premiums and expenses as the Authority may deem consistent with the suitability of the money market for sale of securities of the Authority.
2. Upon completion by the Authority of financing undertaken pursuant hereto, the Chairperson and Director of Finance of the Regional District, on behalf of the Regional District and under its seal shall, at such time or times as the Trustees of the Authority may request, enter into and deliver to the Authority one or more agreements which said agreement or agreements shall be substantially in the form annexed hereto as Schedule 'A' and made part of this bylaw (such agreement or agreements as may be entered into, delivered or substituted hereinafter referred to as the "Agreement") providing for payment by the Regional District to the Authority of the amounts required to meet the obligations of the Authority with respect to its borrowings undertaken pursuant hereto, which Agreement shall rank as debenture debt of the Regional District.
3. The Agreement in the form of Schedule 'A' shall be dated and payable in the principal amount or amounts of money in Canadian Dollars or as the Authority shall determine and subject to the *Local Government Act*, in such other currency or currencies as shall be borrowed by the Authority pursuant to Section 1 and shall set out the schedule of repayment of the principal amount together with interest on unpaid amounts as shall be determined by the Treasurer of the Authority.
4. The obligations incurred under the said Agreement shall bear interest from a date specified therein, which date shall be determined by the Treasurer of the Authority and shall bear interest at a rate to be determined by the Treasurer of the Authority.
5. The Agreement shall be sealed with the seal of the Regional District and shall bear the signatures of the Chairperson and Director of Finance.
6. The obligations incurred under the said Agreement as to both principal and interest shall be payable at the Head Office of the Authority in Victoria and at such time or times as shall be determined by the Treasurer of the Authority.
7. If during the currency of the obligations incurred under the said Agreement to secure borrowings in respect of San Pareil Water System (Fire Protection Improvements) Service Loan Authorization Bylaw No. 1647, the anticipated revenues accruing to the Regional District from the operation of the said San Pareil Water System (Fire Protection Improvements) Service are at any time insufficient to meet the annual payment of interest and the repayment of principal in any year, there shall be requisitioned an amount sufficient to meet such insufficiency.

8. The Regional District shall provide and pay over to the Authority such sums as are required to discharge its obligations in accordance with the terms of the Agreement, provided however that if the sums provided for in the Agreement are not sufficient to meet the obligations of the Authority, and deficiency in meeting such obligations shall be a liability of the Regional District to the Authority and the Regional District shall make provision to discharge such liability.
9. At the request of the Treasurer of the Authority and pursuant to Section 15 of the *Municipal Finance Authority Act*, the Regional District shall pay over to the Authority such sums and execute and deliver such promissory notes as are required pursuant to said Section 15 of the *Municipal Finance Authority of British Columbia Act*, to form part of the Debt Reserve Fund established by the Authority in connection with the financing undertaken by the Authority on behalf of the Regional District pursuant to the Agreement.
10. This bylaw may be cited as "San Pareil Water System (Fire Protection Improvements) Service Security Issuing Bylaw No. 1689, 2013".

Introduced and read three times this      day of      , 2013.

Adopted this      day of      , 2013.

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CHAIRPERSON

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CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1690

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

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

AND WHEREAS by "San Pareil Water System (Fire Protection Improvements) Service Loan Authorization Bylaw No. 1647, 2011" ("Bylaw No. 1647"), the Board of the Regional District of Nanaimo was authorized to borrow upon the credit of the Regional District a sum not exceeding \$1,360,000.00 for the purpose of the San Pareil Water System (Fire Protection Improvements) Service capital upgrades;

AND WHEREAS the remaining authorized borrowing power under the said Bylaw No. 1647 stands at \$1,360,000.00;

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

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

1. The Board of the Regional District of Nanaimo is hereby authorized and empowered to borrow temporarily from any person or body corporate, sums not exceeding \$1,360,000.00 solely for the purposes specified in Bylaw No. 1647.
2. The form of obligations, to be given to the lender in acknowledgement of the liability of the said Regional District Board shall be a promissory note, or notes, bearing the Corporate Seal of the Regional District of Nanaimo and signed by the Chairperson and Director of Finance of the Regional District.
3. The proceeds from the sale of debentures or so much thereof as may be necessary shall be used to repay the money so borrowed.
4. This bylaw may be cited as "San Pareil Water System (Fire Protection Improvements) Service Interim Financing Bylaw No. 1690, 2013".

Introduced and read three times this    day of    , 2013.

Adopted this    day of    , 2013.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
CORPORATE OFFICER

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE  
DISTRICT 69 RECREATION COMMISSION REGULAR MEETING  
HELD ON THURSDAY, SEPTEMBER 26, 2013 AT 2:00pm  
AT OCEANSIDE PLACE – MULTI-PURPOSE ROOM

Attendance: Scott Tanner, Councillor, Town of Qualicum Beach  
Gordon Wiebe, Electoral Area 'E'  
David Edgeley, Electoral Area 'F'  
Joe Stanhope, Director, RDN Board, Electoral Area 'G'  
Ross Milligan, Trustee, District #69 School Board  
Peter Morrison, Councillor, City of Parksville

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

Regrets: Richard Leontowich, Electoral Area 'H'  
Bill Veenhof, Director, RDN Board Appointee

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**CALL TO ORDER**

Chair Tanner called the meeting to order at 2:04pm.

**DELEGATION**

Mr. Nosworthy and Mr. Stahley gave a verbal presentation to the Commission about the Arrowsmith Community Enhancement Society's upcoming budget needs and requests. The delegation also provided an update on changes to the Society as well reviewed their history and successes with recreation services in Electoral Area F.

**PRESENTATION**

**J. Koeleman** - Summer Programs 2013 Presentation

Ms.Koelman gave an overview of the summer programs themes, registration numbers and trends.

**MINUTES**

MOVED Commissioner Stanhope, SECONDED Commissioner Morrison that the Minutes of the Regular District 69 Recreation Commission meeting June 20, 2013 be received.

CARRIED

**COMMUNICATIONS/CORRESPONDENCE**

MOVED Commissioner Wiebe, SECONDED Commissioner Edgeley that the following correspondence be received:

**J. Stanhope, RDN Chair to M. Stillwell, MLA, Re: Opportunity to Become Familiar with Local Sport and Health Initiatives Taking Place within District 69**

**J. Stanhope, RDN Chair to Minister N. Yamamoto**, Re: Opportunity to Become Familiar with Local Sport and Health Initiatives Taking Place within District 69

**J. Stanhope, RDN Chair to Minister C. Oakes**, Re: Opportunity to Become Familiar with Local Sport and Health Initiatives Taking Place within District 69

**J. Stanhope, RDN Chair to Minister T. Lakes**, Re: Opportunity to Become Familiar with Local Sport and Health Initiatives Taking Place within District 69

**R. Passarello, Family Resource Association to RDN**, Re: Thank you for Grant

**R. Yates, Jugmentals Jug Band to RDN**, Re: Appreciation for Grant Funding

**D. Dunwoody, PGOSA to J. Marcellus, RDN**, Re: September Classic Tournament

**T. Osborne to RDN Board**, Re: Family Day Report

CARRIED

## REPORTS

### **Monthly Update – Oceanside Place – July/ August 2013**

Mr. Banman updated the Commission with a summary of the Oceanside Place report.

### **Monthly Update – Ravensong Aquatic Centre – July/ August 2013**

Mr. Banman updated the Commission with a summary of the Ravensong report.

### **Monthly Update – Northern Recreation Program Services – July/ August 2013**

Mr. Banman updated the Commission with a summary of the Northern Recreation Program Services report.

Mr. Osborne gave a verbal update of the Regional and Community Parks and Trails project for District 69 as well, advised the Commission of a parks staffing shortage due to illness.

MOVED Commissioner Stanhope, SECONDED Commissioner Morrison that the Function reports be received.

CARRIED

### **Oceanside Place Lighting Upgrade Report**

Mr. Banman gave an update to the Commission on the Contractor selection for the Oceanside Place Lighting Upgrade Project.

### **ACES Agreement Report**

MOVED Commissioner Morrison, SECONDED Commissioner Milligan that the current Service Agreement with the Arrowsmith Community Enhancement Society (ACES) be extended until March 31, 2014 and the proposed increased funding request be advanced to the 2014 Budget deliberations at the Board.

CARRIED

## **NEW BUSINESS**

### **2014 Budget Timeline**

It was agreed among the Commission members that November's District 69 Recreation Commission meeting be move from November 21 to November 28 so that the budget information from the Regional Board may be reviewed and discussed with the D69 Recreation Commission.

### **OP/RAC Funding Bylaw Amendment Update**

Mr. Osborne spoke to the Commission about how Ravensong Aquatic Centre and Oceanside Place are funded. Staff have received direction from the Board to factor in usage as a factor in the allocation of the tax requisition. A report is being prepared for the Board that will be presented in October. Elected Board representatives from the District 69 have been involved in these discussions.

### **Grants Sub-Committee**

Commissioner Morrison volunteered to attend the next D69 Grants Sub-Committee meeting as an alternate for Commissioner Milligan on the D69 Grants Sub-Committee as he cannot attend. Commissioner Morrison will be the future first alternate and Commissioner Wiebe volunteered to be a second alternate.

*Commissioner Milligan left the meeting at 4:05pm.*

### **Oceanside Place 10 Year Anniversary Schedule of Events**

Mr. Banman told the Commission about the Oceanside Place 10yr Anniversary events.

### **Volunteer Mileage Reimbursement**

Mr. Banman explained the RDN's acknowledgement for the volunteer mileage costs for those members who are eligible and not already reimbursed by another organization. He noted that Commission members should send Ms. Harvey their one way kilometre distance from their home to Oceanside Place.

## **ADJOURNMENT**

MOVED Commissioner Veenhof, SECONDED Commissioner Morrison to adjourn the meeting at 4:11pm.

CARRIED

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Chair



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**TO:** Tom Osborne  
General Manager, Recreation and Parks Services

**DATE:** September 17, 2013

**FROM:** Dean Banman  
Manager of Recreation Services

**SUBJECT:** Arrowsmith Community Recreation Services Agreement 2014-2016  
(Electoral Area 'F')

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**PURPOSE**

To consider renewal of an agreement with the Arrowsmith Community Enhancement Society (ACES) for the provision of local recreation services to Electoral Area 'F'. This would be the third 3-year agreement with the Society.

**BACKGROUND**

Since January 2008, supplemental recreation programming services have been provided within Electoral Area 'F' under an agreement with the Arrowsmith Community Enhancement Society (ACES). These localized recreation services are in addition to the regional recreation services provided through the Northern Community Recreation Service (NCRS) function and funded by all of the members of District 69 under Bylaw #861. The current agreement expires on December 31, 2013.

In the fall of 2010, ACES submitted a request for additional funding in order to expand their services and address the needs of a growing diverse community of five neighbourhoods (Coombs, Errington, Hilliers, Whiskey Creek and Meadowood). Additional rationale for the amount of funding was to seek relative parity with the financial resources applied to Electoral Area 'H' which has a dedicated RDN part time programmer located in the area and Gabriola Island which forms part of Electoral Area 'B'. As part of the 2011 Annual Budget, the Regional Board approved a \$16,000 increase to the contract funding to \$44,000. In 2013 after another request from ACES for a contract increase mid-term of the agreement, the RDN Board approved additional funding of \$10,668. In the last few months staff met with ACES executive and in conjunction have revised the proposed renewed Agreement attached as 'Appendix A'.

The salient changes to the proposed agreement (Appendix 'A') and the expiring current agreement are as follows:

- Increase flexibility for ACES to work with businesses for recreation, arts and cultural purposes
- Increase in funding of \$11,212 in Year 1, an additional of approx. \$2,000 in Year two over the Year one amount (\$11,212) and an additional \$2,000 in the final year of the agreement.

## **ALTERNATIVES**

1. Approve the Recreation Services Agreement as attached in *Appendix 'A'* between the Regional District of Nanaimo and the Arrowsmith Community Enhancement Society.
2. Not approve the attached agreement and provide staff with alternative direction.

## **FINANCIAL IMPLICATIONS**

The new agreement would provide three years of funding in the amount of \$65,880 for 2014, \$67,856 for 2015, and \$69,892 for 2016, with an additional Consumer Price index (CPI) adjustment for years two and three. The increase to the contract from 2012 to 2014 is \$11,212 and would be added to the annual Northern Community Recreation Services budgets for the applicable year.

The approximate increase to assessment of the contributing members to fund the contract increase is \$.10 per \$100,000 assessment bringing the total assessment cost for the ACES contract to \$.70 per \$100,000. It is important to note that this change in assessment deals only with the changes to the ACES contract and does not factor in any other possible future changes to the Northern Community Recreation Services function. The assessment is relevant to all (City of Parksville, Town of Qualicum Beach and Electoral areas; E,F,G, and H) in District 69 who contribute via Bylaw 861 to the Northern Community Recreation Service function.

Funding under this agreement is distinct from the models applied in Electoral Area 'B' for Gabriola and Electoral Area 'A'. Funding for recreation services, both within these communities and with the City of Nanaimo through agreements relating to the use by City pools, sportfields and arenas are funded directly from residents within each of the areas of Gabriola and Electoral Area 'A'. Funding for the supplemental recreation programs services in Electoral Area 'F' and 'H' are funded by all the contributors listed above under Bylaw #861.

## **SUSTAINABILITY IMPLICATIONS**

Population and development in Electoral Area 'F' continues to be strong with projections trending in an upwards direction as it offers one of the more affordable living areas within the RDN. The mix of some decentralized recreation programming within the area combined with the continued overall regional service of the Northern Community Recreation function offers a blend of local and regional recreation services.

Overall use by Electoral Area 'F' residents of regional recreation provided directly by the RDN services in the areas of grant funding, registration in a variety of program for all ages that occur through the year and access to sportfields through formal agreements remain strong. EA 'F' residents make up 15% of NCRS use and close to 20% of sportfields usage in the area.

## **CONCLUSION**

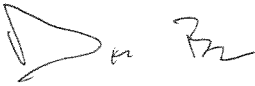
The Arrowsmith Community Enhancement Society (ACES) has been providing supplemental recreation services to the residents of Electoral Area 'F' since 2008. The contract service model has proven to be effective and efficient in meeting this community's needs.

The attached agreement reflects an increase in funding to support a continuation and improvements to local recreation offerings. The agreement covers a three year term from January 1, 2014, to December 31, 2016. Annual funding in the amount of \$65,880 is requested for the 2014 Annual Budget and

\$67,856 for 2015, and \$69,892 for 2016 for the Five Year Financial Plan, with additional CPI adjustments in the remaining two years of the Agreement.

**RECOMMENDATION**

That the Agreement with the Arrowsmith Community Enhancement Society, as provided in Appendix A, covering the term from January 1, 2014, to December 31, 2016, be approved.



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Report Writer



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General Manager Concurrence



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A/CAO Concurrence

## **APPENDIX 'A'**

### **AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2013

BETWEEN:

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

(herein after the "Regional District")

OF THE FIRST PART

AND:

ARROWSMITH COMMUNITY ENHANCEMENT SOCIETY  
PO Box 94  
Coombs, BC  
VOR 1MO

(herein after the "Society")

OF THE SECOND PART

1. WHEREAS the Regional District did, by Bylaw No. 861 and subsequent amendments, establish a service known as the Northern Community Recreation Service for the provision of recreation services for the City of Parksville, Town of Qualicum Beach and Electoral Areas 'E', 'F', 'G' and 'H'.
2. AND WHEREAS Section 176(1)(a)(i) of the *Local Government Act* provides that the Board may make agreements for the operation of services;
3. AND WHEREAS the Arrowsmith Community Enhancement Society was incorporated on November 3, 2003, and one of the objects of the Society is to enhance recreational services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, terms and conditions to be hereinafter contained (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

## INTERPRETATION

In this Agreement the following terms have the following meanings:

“**Board**” means the Board of the Regional District of Nanaimo.

“**Regional District**” means the Regional District of Nanaimo.

“**Service Area**” means all or a portion of Electoral Area ‘F’.

“**Recreation Services**” means offering a wide variety of structured and unstructured recreation programs and/or special events and other related recreation, community development and cultural services deemed appropriate by the Regional District Electoral Area ‘F’.

“**Recreation Services Plan**” means the service plan and budget outlined on Schedule ‘A’ to this Agreement.

“**Year End**” means the calendar year ending December 31<sup>st</sup>.

## TERM

1. The term (the “Term”) of this Agreement will commence on January 1, 2014, and end on December 31, 2016, unless otherwise terminated as provided herein. The Agreement may be renewed for further Terms at the sole option of the Board.

## RECREATION SERVICES

2. The Society shall provide Recreation Services in accordance with the Society’s Recreation Services Plan attached as Schedule ‘A’ and forming part of this Agreement.
3. The Society shall maintain an evaluation program to include the number of residents being served as well as a qualitative and quantitative evaluation of all of the offered recreation programs and services.

## SERVICE AREA

4. The Society will, under the terms hereof and subject to any applicable bylaw of the Regional District and any Federal or Provincial enactment, provide Recreation Services to primarily benefit the residents of Electoral Area ‘F’.

## FUNDING AND PAYMENT

5. In consideration of the Society providing the services outlined on Schedule ‘A’, the Regional District will provide funds to support the Society as outlined herein.
6. The funding described herein is subject to the Regional District being satisfied in each year of the Term that the Society has performed in accordance with the plan outlined on Schedule ‘A’ and has satisfied all other terms of this Agreement.
7. The Society shall annually by September 15 of each year provide for the upcoming year of the Term:
  - a) a detailed proposed budget showing the revenues and expenses projected for the Recreation Services Plan,

- b) a statement of the goals and objectives for the upcoming year including program content,
  - c) a brief written narrative highlighting significant program changes, deletions and additions in relation to specific line items in the budget and,
  - d) any other significant issues that may pertain to the Recreation Services being provided.
8. On or before February 15 of each year of the Term, the Society shall present to the Regional District an annual report. The annual report shall include at a minimum:
- a) a summary of operating results showing revenues and expenditures to December 31 of the preceding year,
  - b) a summary by program showing registration statistics and number of sessions held,
  - c) a brief narrative summary reviewing the goals, objectives and the results achieved for the year; including the challenges, program cancellations, and significant issues addressed.
9. The Regional District shall provide the following funding with respect to this agreement:
- 2014** in two installments equal to the sum of \$65,880:
- a) On or before January 10<sup>th</sup>, \$32,940 (50% of the funding for the year)
  - b) On or before July 1<sup>st</sup>, \$32,940 (50% of the funding for the year)
- 2015 and 2016**
- c) Funding for 2015 shall be \$67,856 with an additional Consumer Price Index (CPI) adjustment for Victoria, BC as of November 30, 2014.
  - d) Funding for 2016 shall be \$69,892 with an additional Consumer Price Index (CPI) adjustment for Victoria, BC as of November 30, 2015.
  - e) In each year, on or before January 10 – 50% of the funding for the year.
  - f) In each year, on or before July 1<sup>st</sup> – 50% of the funding for the year.
10. In addition to the annual funding provided under this Agreement, the Regional District agrees to pay the annual fees associated with the preparation of the Society's review engagement statement as described in paragraph 19. The Society shall inform the Regional District, upon submission of the annual Recreation Services Plan and budget, of a quote for completing a review engagement statement.
11. The Society shall administer the funds in accordance with the budget approved by the Regional District and in accordance with any other term in this Agreement.
12. It is the Society's responsibility to determine whether or not it is required to be registered for GST purposes. The amount of funding provided in this Agreement includes any GST which may be

payable by the Society. Any liability for GST required in respect of this Agreement, will be the responsibility of the Society.

## **SEPARATE ACCOUNTS AND FINANCIAL REPORTING**

13. The books of account of the Society shall be kept in such manner and provide such detail as may be required from time to time by the Regional District's Director of Finance.
14. The funds provided under this Agreement shall be accounted for separately from any other funds of the Society and shall be separated in its books of account.
15. The Regional District may in its sole discretion require that the Society maintain a separate bank/trust account for Regional District funds and revenues from the Recreation Services and to keep all operating revenues and expenditures pursuant to this Agreement separate from other activities that may be undertaken by the Society from time to time.
16. The Society will have prepared by a Certified General Accountant or Chartered Accountant qualified to practice publicly in British Columbia, a review engagement statement of its accounts at each year end with respect to this Agreement, except that the statements shall follow accounting rules established for Regional Districts in BC with respect to the accounting for accumulated surpluses or deficits from operations.
17. Any accumulated surplus or deficit from the prior year as recorded in the Society's records shall be carried forward and be applied to the next year's budget in accordance with accounting rules established for Regional Districts in the Province of British Columbia.
18. A deficit incurred in a prior year may or may not be funded by the Regional District and is subject to the Regional District's approval of the Society's budget which forms part of the Regional District's overall financial plan for the relevant year.
19. The statements shall be submitted to the Manager, Recreation Services on or before February 15 following the year end.
20. The Society will not expend or contract for or otherwise commit the Society to any expenditure with respect to its Recreation Services Plan in any calendar year except one that has first been approved in a budget by the Regional District and will not incur any liability in any year beyond the amount of the funds to be paid to the Society by the Regional District, as provided in the budget adopted for that year by the Regional District.

## **OPERATIONS**

21. The Society will provide and carry out its Recreation Services Plan without negligence, and in accordance with any operational guidelines as may be established from time to time by the Regional District.
22. The Regional District may consult the Society with respect to operational guidelines but shall retain the sole right to determine whether a guideline shall apply to the Society.
23. The Society may establish the methods and means for providing the Recreation Services, subject to any operational guidelines established from time to time by the Regional District.

24. The Regional District retains the right to review the method and means of providing the Recreation Services and may at its sole discretion request a review of the Society's operations should it determine that the Recreation Services are not being provided in accordance with the plans and budgets submitted by the Society.

#### **ASSIGNMENT OF AGREEMENT**

25. Should the Society determine that it is unable or unwilling to provide the Recreation Services under this Agreement, the Society may, recommend to the Regional District a transfer of the Agreement to a suitable non-profit society operating within Electoral Area 'F'. The Regional District retains the sole right to determine whether the recommendation will be approved.

#### **CAPITAL ASSETS**

26. The parties to this Agreement acknowledge that all furniture and equipment purchased by the Society with public funds received through this agreement for the purpose of providing Recreation Services will remain the property of the Regional District free and clear of any claim by the Society. Purchases of furniture and equipment will be added to Schedule 'B' of this Agreement, which shall be updated for additions replacements annually and shall be submitted at the same time that the annual report under Paragraph 8 is submitted. Subsequent amendments to Schedule 'B' shall automatically replace previous schedules and shall become a part of this Agreement.
27. During the Term of this Agreement the Society shall have care and control at all times of the items listed on Schedule 'B' and shall take all reasonable steps to secure the assets from damage or theft.
28. The Society will, to the satisfaction of the Regional District, maintain all furniture and equipment, and any chattels from this agreement paid for out of funds obtained through this agreement with the Regional District and/or provided by the Regional District to the Society for the purpose of providing the Recreation Services, in good working condition so that the chattels are available at all times for the purpose of providing the Recreation Services.
29. The Society agrees to return Regional District owned chattels to the Regional District upon request.

#### **RIGHT OF AUDIT**

30. At any time, the Regional District may give to the Society written notice that it desires its representatives to examine the books of account of the Society, and the Society shall produce for examination to such representative within ten days after receipt of such notice, its books of account, and the said representative shall have a right of access to all records, documents, books, accounts and vouchers of the Society and shall be entitled to require from the Directors and Officers of the Society such information and explanations as, in his/her opinion, may be necessary to enable the staff to report to the Regional District Board on the financial position of the Society.

#### **INDEMNITY**

31. The Society shall indemnify and save harmless the Regional District from and against all actions, causes of action, claims, damages, losses, costs, fees, fines, charges or expenses which the Regional District may incur, be threatened by or be required to pay by reason of or arising out of the provision of the Recreation Services by the Society, the Society's use of any facility where Recreation Services are provided, the breach by the Society of any term of this Agreement, or by



the Society's contravention of any law, enactment or regulation of a federal, provincial or local government.

32. This indemnity shall survive the expiry or sooner termination of this Agreement.

## **INSURANCE**

33. The Society may, at its cost, take out and maintain insurance for the personal effects of the volunteers, directors and officers of the Society.
34. The Society shall purchase property insurance on a replacement cost basis for all furniture, equipment or other chattels which may be purchased and/or provided to the Society for the purpose of providing the Recreation Services through this Agreement.
35. The Society shall take out and maintain, during the Term of the Agreement, a policy of comprehensive general liability insurance in an amount of not less than \$3,000,000 dollars per occurrence or such amount as the Regional District may require from time to time, including without limitation non-owned automobile insurance and tenant fire and legal liability insurance, bodily injury, death or property damage arising out of the Recreation Services provided by the Society. The policy of insurance shall name the Regional District as an additional named insured with respect to the service provided under this Agreement. The Society shall provide a copy of the current policy for each year to the Manager of Recreation Services.
36. In the event of any injury to person(s) partaking of the Recreation Services, the Society shall forthwith notify the Regional District's Manager of Recreation Services. Failure to notify the Regional District within one week of knowledge of an injury or loss may result in the termination of this Agreement.

## **COMPLIANCE WITH LAWS**

37. The Society will comply with all enactments as defined in the Interpretation Act and all orders and requirements under an enactment including orders and requirements of Worksafe BC or any similar replacement agency.
38. The Society shall file a copy of its annual Society Act filing with the Regional District's Manager of Recreation Services.

## **DIRECTORS**

39. At all times, while this Agreement is in force, a representative of the Regional District nominated by the Regional District, shall be entitled to attend all meetings of the Board of Directors of the Society.

## **TERMINATION**

40. The Regional District may terminate this Agreement upon giving ninety (90) days written notice to the Society should the Regional District or any successor to the Regional District determine it will provide alternate Recreation Services within the Service Area.
41. The Regional District may terminate this agreement immediately without notice to the Society or other party should:

- a) the Society, in the opinion of the Regional District, fail to perform any of its obligations or covenants hereunder and such failure shall continue beyond thirty (30) days from delivery by the Regional District to the Society of written notice specifying the failure and requiring remedy thereof;
  - b) the Society makes an assignment in bankruptcy or is declared bankrupt;
  - c) the Society ceases, for any reason, to be current in its obligations under the *Society Act* and fails to maintain the Society in good standing.
42. The Society may terminate this Agreement upon giving ninety (90) days written notice to the Regional District should the Society, for any reason, be unable to meet its obligations with respect to the provision of the Recreation Services as set forth in this Agreement.
43. The Society may in the event of breach by the Regional District of a material term of this Agreement, terminate this Agreement upon giving not less than ninety (90) days written notice to the Regional District of its intention to so terminate.
44. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:
- a) if delivered at the time of delivery; and
  - b) if mailed from any government post in the Province of British Columbia by prepaid registered mail addressed as follows:  
  
**To the Regional District:**  
  
General Manager of Recreation and Parks  
Oceanside Place  
830 West Island Highway  
Parksville, BC  
V9P 2X4  
  
**To the Society:**  
  
Arrowsmith Community Enhancement Society  
PO Box 94  
Coombs, BC  
VOR 1MO
45. Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, sent by facsimile transmission, or delivered to the address of the other party set forth above or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, seventy-two (72) hours after the time of mailing or faxing and if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

- 46. Time is to be the essence of this Agreement.
- 47. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.
- 48. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 49. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 50. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 51. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**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**

\_\_\_\_\_

\_\_\_\_\_

**For the ARROWSMITH COMMUNITY ENHANCEMENT SOCIETY**

\_\_\_\_\_

Authorized Signatory

\_\_\_\_\_

Authorized Signatory

## SCHEDULE 'A'

**Arrowsmith Community Enhancement Society (ACES)**  
**Recreation Services Plan for 2014**  
**Arrowsmith Recreation Team (ART)**  
**GOALS, OBJECTIVES and PROGRAM CONTENT for 2014**

### **1. Preamble**

Arrowsmith Recreation Team (ART) is the name used by ACES to identify the part-time, contract Arrowsmith Recreation Coordinators that deliver recreation services into the Arrowsmith Community of Area F. The name is used as a unique "team" identity to reflect the intent to coordinate, promote and deliver recreation opportunities within all five of the Arrowsmith neighbourhoods of Errington, Coombs, Hilliers, Whiskey Creek and Meadowood.

### **2. Goal for 2014**

In 2014, ART will begin to run new and innovative programs directly into the Arrowsmith Community. The goal for 2014 for the Arrowsmith Recreation Team (ART) is to continue to expand recreation activities and programs including sports, arts, cultural initiatives and community development in Electoral Area F. This will be accomplished by working directly with non-profit organizations, businesses, groups and individuals in Area F.

### **3. ACES Revitalization Project**

In anticipation of the proposed RDN financial contract support requirement for ART and the local delivery of recreation services into Area F for the RDN starting in 2014, ACES is now in the process of making significant changes to the name and purpose of the non-profit organization. These changes have been initiated to better support the Arrowsmith Recreation Team in Area F and to align the goals and objectives of the non-profit organization with those outlined in the ACES/RDN recreation services contract for Area F.

ACES has submitted three proposed name changes to the BC Registry Services and has received confirmation to apply to use the new name Arrowsmith Community Recreation Association (ACRA).

A new slate of five Directors was approved at the ACES April 2013 Annual General Meeting and those Directors have approved a resolution to move forward and apply for the new name change and the modified constitution. Once approval is received for both proposed changes, the RDN will be notified.

Once ACRA is official, a revised marketing, sales and membership campaign will be launched with a target start date of January 1, 2014. It is anticipated that this will dovetail nicely into the signing of a new three year recreation services agreement with the RDN starting in 2014.

### **4. Community Objectives**

The ART Arrowsmith Community objectives for 2014 are:

- 4.1. To support the ACES contract renewal process for another three year term with RDN Recreation in order to extend the existing Coordinator contracts and expand new recreation programs into Area F.

- 4.2. To work with ACES to create a realistic and functional budget for the RDN Recreation Services Contract (RSC) for 2014 to achieve the defined ART community goals and objectives defined in this report.
- 4.3. To work closely with the new ACES Board of Directors in the transition process to build a stronger non-profit organization to support ART and the RDN RSC for the future.
- 4.4. To increase hours to the Arrowsmith Recreation Assistant (ARA) position to work on social media including the Arrowsmith Community Calendar, assist with advertising and promotion activities, assist in developing programs and perform program facilitator duties as required.
- 4.5. To continue to develop, plan, promote and implement various sport, music, art, special event and community development activities and to run programs directly into Area F.
- 4.6. To continue to support, develop and expand the delivery of community based programs by building and strengthening relationships with Arrowsmith non-profit organizations including:
  - Errington War Memorial Hall Association
  - Mid Island Pensioners & Hobbyists Association (Bradley Centre)
  - Arrowsmith Agricultural Association (AAA - Coombs Fairgrounds)
  - Coombs Hilliers Recreation Community Association (CHRCO - Coombs Rodeo Grounds)
  - Arrowsmith Community Enhancement Society (ACES)
  - Corcan Meadowood Residents Association (CMRA)
  - Coombs Museum
  - Grace United Church
  - Coombs Farmers Institute
  - E & N Division, East End Track Gang (EETG)
- 4.7. To continue to develop and expand relationships for the delivery of community programs, events and projects with other organizations including:
  - RDN Recreation and Parks
  - School District 69 (SD69)
  - Arrowsmith Public and Private Schools
  - Oceanside Track and Field Club (High jump)
  - Oceanside Tourism Association (OTA)
  - Building Learning Together (BLT)
  - Oceanside Community Arts Council (OCAC)
  - Society of Organized Services (SOS)
  - Pacific Care
  - Youth Link
  - St. Stephens Church (Young Life)
  - Vancouver Island University
  - Vancouver Island Regional Libraries (VIRL)
- 4.8. To develop and expand relationships with recreation oriented businesses in Arrowsmith for the delivery of joint community programs, events and projects, which may include:
  - The Soundgarden
  - Wakoda Wellness Centre

- Tiger Lily Farms
- Butterfly World
- Parrot World
- Coombs Petting Farm
- Tranquility Woods Campground

## **5. Program Content for 2014**

The goal for ART is to continue to network, develop and support relationships with local community groups, including all the organizations identified in section 4 above and to expand and promote existing recreation programs, cultural projects and explore new community development opportunities for delivery of recreation services in Area F.

### **5.1. Ongoing Recreation Programs and Projects**

- a. coordinate "After School Programs" including music, arts and sports activities
- b. support and work with the Soundgarden to increase existing programs
- c. promote and offer a youth "Sports and Games Drop-in" program
- d. support the annual "Youth Week" program.
- e. continue "Indoor High Jump" program for youth
- f. coordinate the BLT "Dads Night Out" activity program in Arrowsmith at FCCS
- g. coordinate the BLT "Mother Goose" preschool literacy program at the Arrowsmith Hall
- h. collaborate with BLT for "Band-in-a-Box" and "Guitar" programs for kids, youth and seniors
- i. support the Coombs jug band by arranging facility practice space and assisting with grants.
- j. continue to offer the seniors "Marimba Music Program"
- k. continue "Food Skills for Families" nutrition programs
- l. continue facilitation of the French Creek Discovery Centre Munchkinland
- m. support and work with the Arrowsmith Agricultural Association for fundraisers
- n. support and promote the Coombs Museum operations
- o. continue to coordinate lending of community equipment, including instruments and sound systems.
- p. support and work with the Arrowsmith Agricultural Association's second annual "BC Family Day"
- q. assist with gate control and food booth at annual Blast from the Past car show
- r. find a new sponsor for the annual Halloween Coombs Candy walk
- s. find a new sponsor for the annual Arrowsmith Community picnic
- t. determine plan for annual Canada Day program at Meadowood
- u. assist with the annual Errington Hall "World Music Camp"
- v. expand the annual summer "Sp-Arts Camp" with more hours and sessions

### **5.2. New Recreation Programs and Projects**

- a. introduce a new adult fitness program
- b. offer a mom and baby program
- c. develop a new "Arts Summer Camp" in partnership with the Soundgarden
- d. work with the Soundgarden to develop new music programs
- e. work towards a regular schedule for WOW bus in Meadowood
- f. introduce free lunch time activities at the two elementary schools
- g. introduce free after school programs at Arrowsmith schools
- h. explore need and opportunity for a local Outdoor Camping experience
- i. offer and promote floor hockey program for older youth
- j. offer "Drop-in Family Night" activity programs during the year.

### **5.3 Ongoing Community Development Programs and Projects**

- a. continue to respond to ad hoc community requests for program planning, grant writing assistance, etc.
- b. collaborate with the PQ News on special Arrowsmith inserts
- c. continue strong relationships with the local media
- d. continue to interface with Arrowsmith Community Trail (ACT) group
- e. expand the data input process for the "Arrowsmith Community Calendar" program
- f. expand the Arrowsmith Community Calendar to include "Facebook" capability
- g. continue to develop and coordinate a "Community Equipment Cupboard" for lending purposes
- h. promote bookings for program activities and events at local Arrowsmith facilities
- i. add to the roster of community resources for the two Arrowsmith schools
- j. continue to collaborate with the two school PACs
- k. support VIU by mentoring university students in Arrowsmith
- l. continue the loaning out of community equipment, including instruments and sound systems.

### **5.4 New Community Development Programs and Projects**

- a. re-visit the "community recreation survey" project
- b. locate a new rental facility for a community equipment storage cupboard and meeting room
- c. offer a "Grant Writing" program
- d. organize support workshops for Arrowsmith families, i.e. home budgeting, vehicle oil changes, etc.
- e. collaborate with St. Stephens Church "Young Life" coordinator for programs
- f. review the Lost Lodge facility rebuild project to offer programs in Meadowood
- g. explore collaboration ideas with local recreation oriented businesses for new recreation opportunities

**Appendix I**

**ACES - RDN Recreation Services Contract Renewal Budget Projections 2014-2016**

<b><u>INCOME</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>
<b><u>Recreation Services Contract</u></b>	<b><u>Proposed Renewal</u></b>	<b><u>Proposed</u></b>	<b><u>Proposed</u></b>
Carry Forward	0	0	0
Base Contract Funding	55,163	65,880	67,856
Service Level Increase	<u>10,717</u>	<u>1,976</u>	<u>2,036</u>
Total RSC	<u>65,880</u>	<u>67,856</u>	<u>69,892</u>
<b><u>Other Revenue</u></b>			
Program Revenue	1,500	2,000	2,500
ART Fund Raisers	0	550	550
Credit Union Interest	<u>1</u>	<u>1</u>	<u>1</u>
Total Other Income	<u>1501</u>	<u>2551</u>	<u>3051</u>
<b>Total Income</b>	<b><u>67,381</u></b>	<b><u>70,407</u></b>	<b><u>72,943</u></b>
<b><u>EXPENSES</u></b>	<b><u>2014</u></b>	<b><u>2015</u></b>	<b><u>2016</u></b>
<b><u>Operating Expenses</u></b>	<b><u>Revised Renewal</u></b>	<b><u>Renewal</u></b>	<b><u>Renewal</u></b>
ACC Contract (\$30/hr @ 350 hrs)	10,500	18,200	18,900
ACC Car Allowance (\$50/mos)	600	1,500	1,500
AAC Contract (\$25/hr @ 1000 hrs)	25,000	19,500	19,950
AAC Car Allowance (\$125/mos)	1,500	1,500	1,500
ARA Contract (\$18@750 hrs)	13,500	14,250	15,000
ARA Car Allowance (\$75/mos)	900	900	900
WorkSafeBC Premiums (3 x \$150)	450	450	450
Liability Insurance	1,500	1,500	1,600
Credit Union Charges	15	15	15
Community Cupboard Rent (\$635/mos)	7,620	7,620	7,620
Supplies	750	750	750
Advertising & Promotions	1,000	1,000	1,000
Program Facilitators	1,000	1,000	1,000
Program Costs	1,500	2,000	2,500
Seminars & Meetings	200	200	200
Miscellaneous	46	22	58
<b>Total Operating Expense</b>	<b>66,081</b>	<b>70,407</b>	<b>72,943</b>
<b><u>Capital Costs</u></b>			
Storage Shelves	600	0	0
Used Office Furniture	700		
<b>Total Capital Costs</b>	<b>1,300</b>	<b>0</b>	<b>0</b>
<b>Total Expenses</b>	<b>67,381</b>	<b>70,407</b>	<b>72,943</b>
<b>Net Surplus/Loss</b>	<b>0</b>	<b>0</b>	<b>0</b>



**SCHEDULE 'B'**

**SCHEDULE OF CAPITAL ASSETS (as of August 15, 2013)**

ACES - RDN Recreation Services Contract Renewal 2014-2016

**Based on Original Purchase Cost**

<b><u>Asset</u></b>	<b><u>Value</u></b>
Laptop Computer	\$950.00
Printer	\$250.00
TV Monitor	\$555.00
Wireless Router	\$65.00
Custom Cable	\$35.00
Oak Table	\$40.00
4 Meeting Room Chairs	\$80.00
1 Meeting Room Arm Chair	\$25.00
Total Assets	\$2,000.00

## DISTRICT OF NANAIMO

### MINUTES OF THE TRANSIT SELECT COMMITTEE MEETING HELD ON THURSDAY, SEPTEMBER 12, 2013 AT 10:00 AM IN THE COMMITTEE ROOM

#### Present:

Director D. Brennan	Chairperson
Director A. McPherson	Electoral Area 'A'
Director G. Holme	Electoral Area 'E'
Director J. Stanhope	Electoral Area 'G'
Director B. Veenhof	Electoral Area 'H'
Director M. Lefebvre	City of Parksville
Director D. Willie	Town of Qualicum Beach
Director B. Dempsey	District of Lantzville

#### Also in Attendance:

D. Trudeau	Gen. Mgr, Transportation & Solid Waste Services, RDN
D. Pearce	Manager, Transit Operations, RDN
D. Marshall	Superintendent, Fleet & Custom Operations
B. Clemens	Director of Finance, City of Nanaimo
M. Moore	Senior Regional Transit Manager, BC Transit
J. Wadsworth	Senior Transit Planner, BC Transit
Maria Lockley	Senior Transit Planner, BC Transit
F. McFarlane	Recording Secretary, RDN

#### PRESENTATION

Since there was not a quorum present, Chair Brennan asked D. Trudeau to proceed with the presentation. He introduced James Wadsworth, Senior Transit Planner, BC Transit, who is working with D. Pearce, Manager, Transit Operations, on the RDN *Transit Future Plan*. A copy of the presentation is attached.

J. Wadsworth noted that work is underway on the development of a draft future transit network. The system will include rapid transit (buses travelling along the bypass), frequent transit (service every 15 minutes) and local transit (regular service). Further public meetings are planned to prioritize future transit needs and include taking the Future Bus to Bowser, Cedar, Gabriola Island, Parksville, Qualicum Beach, VIU, Port Place Mall, Southgate Centre and Woodgrove. After public consultation and input from local municipal departments, a report will be made to the Transit Select Committee on the final recommendations for the RDN *Transit Future Plan*.

Director Lefebvre commended the idea of mini buses for the Parksville-Qualicum area, stating these would meet the needs of the community perfectly.

(10:15 am Director Willie joined the meeting.)

Director McPherson expressed concerns about multiple hour service and bus capacity. J. Wadsworth noted there will be further discussion on Director McPherson's suggestions. He also noted that

consideration is being given to an inter-regional connection between Nanaimo and Ladysmith, as well as between Nanaimo and the Comox Valley.

Director Willie asked if there were examples of inter-regional connections. J. Wadsworth said there was inter-regional service between Comox Valley and Campbell River in which runs start from each community, meeting at a set point. Fares are paid upon boarding. The challenge is if one of the partners want to change the fare, schedule, etc. Such a service should be cost shared. Director Willie questioned whether a model is being developed, one that could be copied for each regional district. J. Wadsworth advised that BC Transit is working with the Ministry of Transportation to develop an inter-regional policy.

Director Dempsey queried whether a double decker bus would be more cost effective than a conventional bus. D. Trudeau noted that maintenance costs for a double decker are not double that of a conventional but they do cost considerably more. They are best used on runs where you can utilize the capacity.

(10:30 am – Director Veenhof joined the meeting.)

D. Trudeau noted that discussions have taken place with both the Mayor and CAO of Ladysmith regarding service between Nanaimo and Ladysmith.

#### **CALL TO ORDER**

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

#### **MINUTES**

MOVED Director Stanhope, SECONDED Director Lefebvre that the minutes of the regular Transit Select Committee meeting held May 16, 2013 be adopted. CARRIED

#### **BUSINESS ARISING FROM THE MINUTES**

Director McPherson asked whether there has been any move to change service to Vancouver Island University. D. Trudeau responded that he expects any changes to come through the RDN Transit Future Plan. Staff will make the connection.

#### **REPORTS**

##### **2013 Transit Expansion Ridership Update**

D. Trudeau provided an update regarding ridership. There was a route expansion on March 1, 2013 that included the new #25 Ferry Shuttle, an increase in service on the #90 Intercity and an increase in frequency on the #15 VIU Connector and the #4 VI University. Conventional ridership has increased over the same period last year by 5% (64,112 rides). The figures for Custom transit indicate a slight decline but staff anticipate ridership to increase as potential Custom clients become aware of the expanded service.

Director Willie stated it is important to strive to move clients more efficiently, in groups rather than individually. D. Trudeau noted that when an expansion happens, it can take a while to expand ridership. Director Willie asked whether client times can be manipulated once a handyDART ride is booked. D. Pearce advised that the handyDART dispatchers do work with clients regarding changes in times.

Director Lefebvre stated that there is only one wheelchair accessible taxi in Parksville and that handyDART is a very important service in that area. Demographics for the Parksville-Qualicum area show an increase aging population. He suggested that information sessions be held for the public to address the aspects of handyDART service, e.g., efficiency, social service and a good use of taxpayer funds.

Director McPherson noted that the philosophy of handyDART is not only for appointments but also to provide for social and recreation opportunities.

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

CARRIED

### **CNG License of Occupation Agreement**

D. Trudeau stated that a Memorandum of Understanding has been signed with BC Transit for the twenty-five (25) CNG Conventional buses. However, BC Transit requires a License of Occupation over a portion of the land for the purpose of performing the work and monitoring, repairing and operating the CNG station.

Director Stanhope asked about staffing, training and fueling. D. Trudeau advised that no additional staff will be required. Fuelling is done at 3600 psi and the buses have a range of 600 kms when fueled. Additional training will be done for drivers and service personnel, at either the City of Nanaimo yard or at Port Coquitlam.

MOVED Director Stanhope, SECONDED Director Holme that the Board approve the License of Occupation Agreement between the Regional District of Nanaimo and BC Transit for the lands on which the Compressed Natural Gas fueling station will be located for a thirteen year term.

CARRIED

MOVED Director Lefebvre, SECONDED Director Veenhof that staff be directed to review existing transit service in and between Parksville and Qualicum and to provide options for improving the service and the associated financial implications to the Transit Select Committee.

CARRIED

### **ADJOURNMENT**

MOVED Director Holme, SECONDED Director Lefebvre, that the meeting be adjourned.

CARRIED

### **NEXT MEETING**

The next meeting of the Transit Select Committee is set tentatively for Thursday, November 21, 2013, in the RDN Committee Room.

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CHAIRPERSON

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**TO:** Dennis Trudeau  
General Manager, Transportation & Solid Waste Services

**DATE:** September 5, 2013

**FROM:** Daniel Pearce  
Manager, Transit Operations

**FILE:** 1870-20-TRAN

**SUBJECT:** 2013 Transit Expansion Ridership Update

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#### PURPOSE

To provide an update on transit ridership for the first two quarters in 2013.

#### BACKGROUND

##### Conventional

The last expansion of the RDN Transit system was March 3, 2013, when service was enhanced by 5,000 Conventional hours on an annual basis. The expansion included:

- New route - #25 BC Ferries - This route services downtown (Prideaux transit exchange, Departure Bay ferry terminal and Country Club Centre (transit exchange) Monday to Friday:
  - #25 BC Ferries- direct service from the Country Club transit exchange and Prideaux transit exchange to the Departure Bay ferry terminal; and,
  - modeled after the 2008 Transit Business Plan Proposal M4: New Downtown-Departure Bay-Country Club shuttle.
  
- Increased service on #90 Intercity Connector and #88 Parksville, resulting in hourly service between Nanaimo and Parksville and one to two hour service between Parksville and Qualicum Beach:
  - #88 Parksville- 6 additional trips each day, Monday to Saturday;
  - #89 Qualicum Beach and #90 Intercity amalgamation to increase connection and travel convenience; and,
  - #90 Intercity - 15 additional weekday trips.
  
- Increased frequency on the #15 VIU Connector:
  - 6 additional weekday trips; and,
  - 10 trips operating on the entire length of Jinglepot Road.
  
- Increased frequency on the #4 VI University:
  - 3 additional weekday trips.
  
- One additional trip on the #7 Cinnabar/Cedar.

The ridership statistics below are retrieved from the electronic fareboxes in our transit fleet. When a passenger swipes their monthly pass in the electronic fare box, the trip is automatically counted. In addition, when a passenger uses a cash fare product or a transfer the operator manually enters the rider(s) into the electronic farebox.

**CONVENTIONAL RIDERSHIP JANUARY THROUGH JULY 2012**

	Jan	Feb	March	April	May	June	July	Total
2012	211,179	203,946	208,842	183,000	199,979	180,980	164,712	1,352,638
2013	210,699	193,359	210,699	213,648	211,679	193,843	182,823	1,416,750

As the table indicates, ridership has increased over the same period last year by 5% or 64,112 rides.

**Custom**

Custom transit was enhanced by 3,750 on an annual basis beginning on March 3, 2013. Custom ridership is calculated by municipal or electoral area and is different from Conventional transit ridership due to the nature of Custom Transit, which has no fixed route schedule. Custom system rides provided to participants of the program can differ considerably from year to year. The reasons vary from new retirement homes or medical clinics being opened to clients moving or passing away.

The following is the breakdown of the Custom riders from January 2012/2013 to July 2012/2013:

**CUSTOM RIDERSHIP – JANUARY THROUGH JULY 2012**

	EA A	EA C	EA E	EA G	Lantzville	Parksville	QB	Nanaimo	Total
2012	691	543	144	512	745	2,105	887	30,962	36,589
2013	334	520	151	479	742	2,598	690	29,203	34,717

The following is the breakdown of the Custom refusals from January 2012/2013 to July 2012/2013:

Custom Refusals (Jan-July 2012)	Custom Refusals (Jan-July 2013)	Total Refusals Reduced	Percentage Reduced
1671	1585	-86	-5.15%

The Custom transit ridership to date indicates that there is an overall decline by 1,872 rides. Specifically, the ridership in Electoral Area 'A' has decreased due to the demise of two clients. Staff anticipates ridership to increase as potential Custom clients become aware of the expanded service as staff provides public information sessions. Presentations have been made at:

- Berwick On The Lake - 2nd Annual Seniors Health & Wellness Fair, February 19, 2013
- Parksville SOS - April 17, 2013
- Nanaimo Seniors Village - April 24, 2013
- Long Lake Chateau - April 24, 2013
- Berwick On the Lake - April 24, 2013
- Dufferin Care Centre - April 25, 2013
- Kiwanis Lodge - April 25, 2013

Staff report significant interest from the presentations and expect increased demand.

**ALTERNATIVES**

That the Board receive this report for information.

**FINANCIAL IMPLICATIONS**

Overall Transit fare revenues for the period January to July 2013 are \$43,280 higher than the same period last year. Staff expects revenues and ridership to continue to increase for the remainder of 2013.

Custom ridership has seen the total number of rides decrease, which will affect the tax requisitions for Transit. Since the tax requisition is for both the Conventional and Custom Transit systems, further information has to be analyzed before all the final impacts to the budget are known. Staff will be bringing this information forward during the budget process.

**STRATEGIC IMPLICATIONS**

The Transportation Services Department is working continuously on improving the viability and efficiency of public transit. Providing additional transit hours gives residents within the Regional District of Nanaimo improved transit options, making it easier for them to leave their cars at home.


**CONCLUSIONS**

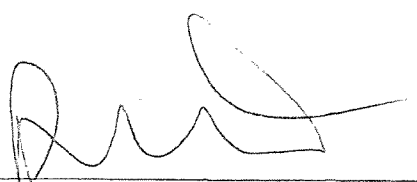
On March 3, 2013 Conventional transit service was expanded by 5,000 Conventional service hours on an annual basis. The ridership generation for the conventional transit system has increased by 5%, which indicates the 2013 expansion has been successful.

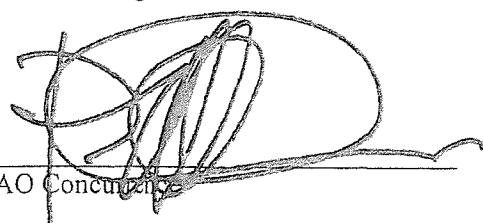
On March 3, Custom transit service was expanded by 3,750 annual service hours. Custom Transit ridership has decreased by 5%, which is a result of the changing demands of the clients who rely on the service.

**RECOMMENDATION**

That the report be received for information.

  
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
General Manager Concurrence

  
\_\_\_\_\_  
CAO Concurrence

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**TO:** Dennis Trudeau  
General Manager, Transportation and Solid Waste

**DATE:** September 5, 2013

**FROM:** Daniel Pearce  
Manager, Transit Operations

**FILE:** 0400-20-BCT

**SUBJECT: CNG License of Occupation Agreement**

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#### PURPOSE

To consider the attached License of Occupation Agreement between the Regional District of Nanaimo (RDN) and BC Transit (BCT) for the lands on which the Compressed Natural Gas (CNG) fueling station will be located.

#### BACKGROUND

In February 2013 the Board approved a Memorandum of Understanding (MOU) between the RDN and BC Transit regarding CNG buses. BC Transit has confirmed the order of 25 CNG Conventional buses from New Flyer, which will be arriving by March 2014.

To fuel the CNG buses a CNG fueling facility has to be constructed. As part of the contract for the construction and maintenance of a CNG facility, the attached License of Occupation is required for BC Transit to provide funding towards the facility project as shown in *Appendix A*. Specifically, BC Transit requires the License of Occupation in order to record the project on their financial statements and to comply with general accounting standards. In addition, BC Transit must possess title, control, use and benefit of the asset.

Due to BC Transit having the expertise in the CNG Station Construction / Maintenance, there will be no direct contract relationship between the RDN and the Station Construction / Maintenance provider. Instead the RDN will act as a landlord of the lands on which the CNG facility will operate and BC Transit will manage the direct contract with the Station Construction and Maintenance provider.

BC Transit has selected Clean Energy BC as the contractor to supply and operate the CNG fueling station.

The Agreement has been reviewed by RDN lawyers who have confirmed it protects the interests of the region.

#### ALTERNATIVES

1. That the Board approve the CNG License of Occupation Agreement.
2. That the Board not approve the CNG License of Occupation Agreement and provide further direction to staff.



## **FINANCIAL IMPLICATIONS**

There are no financial implications. The License of Occupation Agreement is with BC Transit and is proposed that the lands be rented for a cost of \$1.00 per the 13 year term.

## **STRATEGIC PLAN IMPLICATIONS**

A CNG fueling facility represents a significant step towards implementation of the Board's Strategic Plan. Most directly, the Strategic Goals and Actions for Transportation Services acknowledge that the transportation sector produces the largest share of emissions in the region, and emphasize the need to ensure the use of alternative fuels for vehicles, specifically referencing partnering with BC Transit to increase fleet efficiency and performance through the use of new technology, including compressed natural gas.

In terms of Strategic Priorities, the introduction of CNG buses into the regional transit fleet promotes self-sufficiency and economic viability. Within the RDN, innovators in the renewable energy sector are exploring opportunities to develop renewable compressed natural gas at the Regional Landfill. Although this goal remains to be realized, if this project is successful, regional buses could eventually be fueled by waste generated in the region. More immediately, natural gas is an abundant resource in the Province of BC. Using this resource to meet our transportation needs reduces reliance on international sources of diesel fuel. Regarding economic viability, investment in natural gas for transportation applications offers the opportunity to develop local expertise in alternative fuel vehicle servicing, conversion and related industries. This investment by the RDN can therefore serve as a catalyst to spur growth in an emerging industry.

## **CONCLUSIONS**

The RDN and BC Transit are working to construct and maintain a CNG facility to fuel CNG buses as per the CNG MOU that was signed by the Board in February 2013. As part of the contract for the construction and maintenance of the CNG facility for the RDN, the attached License of Occupation is required by BC Transit to provide funding towards the project. Specifically, BC Transit must record capital assets on their financial statements and comply with general accounting standards. In addition, BC Transit must possess title, control, use and benefit of the assets.

The Agreement has been reviewed by RDN lawyers who have confirmed it protects the interests of the regional district.


There will be no direct contract relationship between the RDN and the Station Construction / Maintenance provider. Instead, BC Transit will use their expertise to manage the Station Construction / Maintenance contract held by Clean Energy BC.

The terms and conditions of the Agreement will run for a thirteen year term ending in 2026.

It is recommended the attached License of Operation Agreement be approved.


**RECOMMENDATION:**

That the Board approve the License of Occupation Agreement between the Regional District of Nanaimo and BC Transit for the lands on which the Compressed Natural Gas fueling station will be located (*Figure A*) for a thirteen year term.



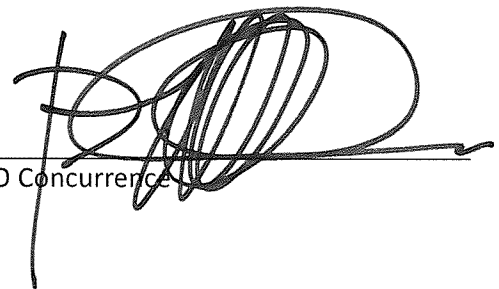
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Report Writer



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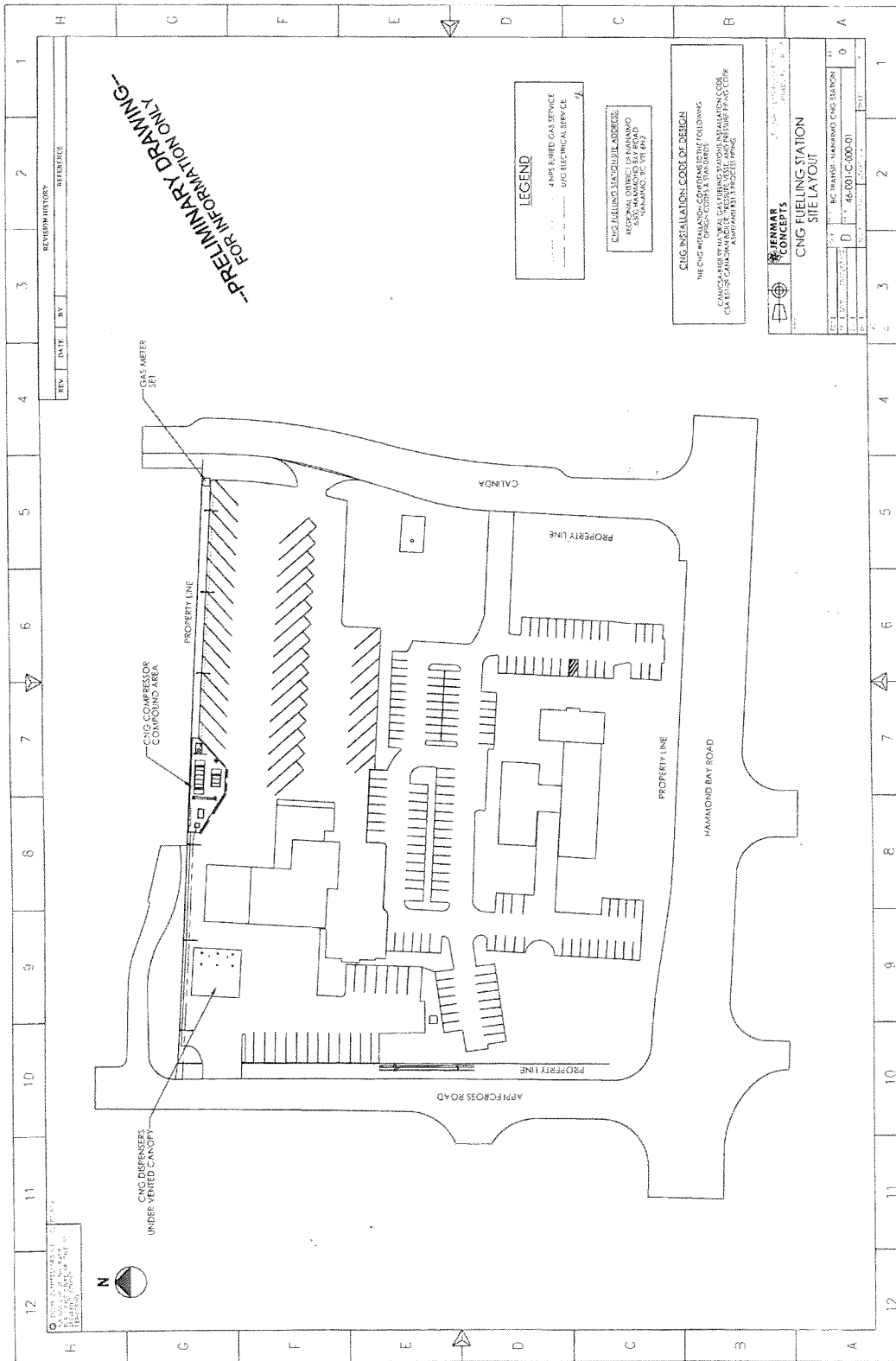
General Manager Concurrence



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CAO Concurrence

APPENDIX A



**APPENDIX B**

***DRAFT***

**LICENSE OF OCCUPATION**

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2013.

**BETWEEN:**

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

(the "RDN")

**AND:**

**BRITISH COLUMBIA TRANSIT**  
520 Gorge Road East  
PO Box 610  
Victoria, BC V8W 2P3

(the "Licensee")

**WHEREAS:**

- A. The RDN is the registered owner of the Land and operates buses and other vehicles owned by the Licensee from the Land pursuant to the Operating Agreement between the parties;
- B. The parties have agreed to a Memorandum of Understanding regarding the introduction of compressed natural gas buses within the Regional District of Nanaimo and the construction of supporting infrastructure on the Land (the "MOU");
- C. The Licensee proposes to design, install and construct a CNG Station and requires to obtain a license over a portion of the Land for the purpose of performing the Work and monitoring, repairing and operating the CNG Station, in accordance with the terms and conditions of this Agreement, and the RDN has agreed; and,
- D. The parties anticipate that the Licensee will sub-contract the construction and maintenance of the CNG Station on the Land.

NOW THEREFORE the parties agree as follows:

#### ARTICLE 1 – INTERPRETATION

In this Agreement:

“**Agreement**” means this License of Occupation;

“**BCT Permitted Users**” means the Licensee’s approved permitted users of the CNG Station, which may include the RDN and member municipalities of the RDN;

“**CNG**” means compressed natural gas;

“**CNG Station**” means the facility for refueling vehicles that use CNG, intended to re-fuel BCT heavy-duty transit buses, including but not limited to, all compression and drying equipment, buffers, controls, compound, fencing, construction, civil works, and all other components from the gas meter to the end of the fuel nozzle, including dispensers and fueling hoses, necessary to safely deliver CNG fuel to the transit buses in the quantities and quality specified by the Licensee;

“**Commencement Date**” means the 1st day of \_\_\_\_\_, 2013;

“**Disposition**” includes a license of occupation;

“**Land**” means lands located at 6300 Hammond Bay Road, Nanaimo, BC, more particularly described as:

PID: \_\_\_\_\_  
\_\_\_\_\_;

“**License Fee**” means the fee set out in Article 3;

“**Operating Agreement**” means the Master Joint Operating Agreement between the RDN and the Licensee and includes any Annual Operating Agreement and MOU’s between the RDN and the Licensee, as amended from time to time;

“**Premises**” means that part of the Land comprised of approximately [REDACTED] square feet shown outlined in heavy dark line on the sketch plan attached as Schedule “A” hereto;

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*DRAFT*

License of Occupation  
August 2013  
Page 3

**"Property Taxes"** means all taxes, fees, levies, charges, assessments, rates, duties and excises, which are now or may hereafter be levied, imposed, rated or assessed upon or with respect to the Land, whether levied, imposed, rated, or assessed by the government of Canada, the government of British Columbia or any political subdivision, political corporation, district, municipality, city or other political or public entity, and whether or not now customary or in the contemplation of the parties on the date of this Agreement. Without restricting the generality of the foregoing, Taxes shall include all:

- (i) real property taxes, general and special assessments, and capital taxes;
- (ii) taxes, fees, levies, charges, assessments, rates, duties and excises for transit, housing, schools, police, fire or other governmental services, or for purported benefits to the Land;
- (iii) local improvement taxes, service payments in lieu of taxes, and taxes, fees, levies, charges, assessments, rates, duties, and excises, however described, that may be levied, rated, or assessed as a substitute for, or as an addition to, in whole or in part, any property taxes or local improvement taxes, and,
- (iv) costs and expenses, including legal and other professional fees and interest and penalties on deferred payments, incurred by the RDN in contesting or appealing any taxes, assessments, rates, levies, duties, excises, charges, or other amounts as aforesaid.

**"Station Construction"** means the construction management, man-power, design and engineering, insurance including WorkSafeBC, supply of compressors, dispensers, civil works, parts and equipment to construct and deliver a CNG Station and the installation of the same to complete the construction and installation of the CNG Station on the Premises, which shall include to the extent included in the CNG Station, the existing pad and underground lines and conduits, including connection to Fortis Gas supply infrastructure, for providing gas delivery and services to the CNG Station, in compliance with all Federal, Provincial, and Local laws, regulations and approvals and pursuant to the Schedules, Appendices and Exhibits attached hereto or incorporated herein by reference.

**"Station Maintenance"** means maintaining the CNG Station in good and efficient operation, including without limitation all training, labour, monitoring costs, costs, annual approvals and permits, supplying and installation of all parts requiring maintenance and installation, rebuilding costs, replacement of any parts and upgrading parts, monitors or other components from the gas meter to the end of the fuel nozzle and all other requirements relating to the maintenance of the CNG Station including, to the extent included in the CNG Station, all maintenance and repair services relating to

the existing pad and underground lines and conduits for providing gas delivery and services to the CNG Station and replacement of the same if legally required to do so.

**“Term”** means from the Commencement Date to the date, which is 13 years from the date the Licensee accepts final delivery of the Station Construction and provides the RDN with a copy of an acceptance certificate and notice that the operation of the CNG Station has commenced, unless extended pursuant to section 2.4 or earlier terminated under this Agreement.

**“Work”** means the Station Construction and Station Maintenance.

- 1.2 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it shall be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement shall be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference shall include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.
- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, shall be considered separate and severable and the remainder of this Agreement shall not be affected and this Agreement shall be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party shall, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.

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- 1.10 All provisions of this Agreement in the RDN's favour and all of the RDN's rights and remedies, either at law or in equity, shall survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then the Licensee or the RDN, as the case may be, shall act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that the Licensee or RDN has sole discretion to take an action, provide a consent or approval or make a determination, there shall be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

#### ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the RDN grants to the Licensee a license of occupation of the Premises to enter possession on the Commencement Date for the sole purpose of the Station Construction and Station Maintenance and providing access to the CNG Station to the Licensees contractors and BCT Permitted Users.
- 2.2 The Licensee acknowledges this License of Occupation does not grant any interest in the Land to the Licensee.
- 2.3 The Licensee acknowledges this License of Occupation does not grant the Licensee exclusive use and occupancy of the Premises, and that this License of Occupation is subject to the RDN's right of entry for inspection, testing, and other purposes reasonably required by the RDN.
- 2.4 Provided that the Licensee is not in default under the provisions of this Agreement, then upon no less than thirty (30) days prior written notice of the expiry of the Term, the RDN shall grant the Licensee an extension of the Term for the period of not more than seven years, upon the same terms and conditions as set out in this Agreement.,



### ARTICLE 3 – LICENSE FEES

- 3.1 The License Fee payable during the Term or renewal Term is \$1.00 in advance.
- 3.2 All Property Taxes and any utilities required by the Licensee in the occupation and use of the Premises shall be paid by the RDN except that the Licensee shall pay for natural gas and electricity. The Licensee shall be entitled to any carbon credits and carbon offsets resulting from the consumption of utilities including natural gas and electricity.

### ARTICLE 4 - COVENANTS

- 4.1 The Licensee must:
- (a) pay, at the address set out in Article 11, the License Fees as set out in Section 3.1;
  - (b) provide access to the Premises for inspection purposes to the RDN as reasonably required.
  - (c) deliver to the RDN, immediately upon demand, receipts or other evidence of the payment of all other money required to be paid by the Licensee under this Agreement and deliver to the RDN all invoices, reports regarding the consumption of utilities for the purpose of carbon reporting. The Licensee shall not incur any charges from the RDN for carbon tax charges as a result of reporting information to the RDN;
  - (d) observe, abide by and comply with:
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting the Licensee's use or occupation of the Premises including without limitation the provisions and regulations of the Environmental Laws;
    - (ii) the provisions of this Agreement; and,
  - (e) not commit any willful or voluntary waste, spoil or destruction on the Premises or the Land, or do anything on the Premises or the Land that may be or become a nuisance or annoyance to an owner or occupier of property in the vicinity of the Land including, without limitation, refilling, dumping or vehicle working;
  - (f) use and occupy the Premises only in accordance with and for the purposes set out in section 2.1;
  - (g) not store materials or other chattels in any part of the Land other than on or

within the Premises;

- (h) pay all accounts and expenses as they become due for Work performed on or materials supplied to the Premises at the Licensee's request, on the Licensee's behalf or with the Licensee's permission, except for money that the Licensee is required to hold back under the *Builders Lien Act*;
- (j) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at the Licensee's request, on the Licensee's behalf or with the Licensee's permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien shall not subject the Land or any interest of the Licensee's under this Agreement to sale or forfeiture;
- (j) dispose of raw sewage and refuse only in accordance with the requirements and regulations of appropriate municipal and provincial agencies and in accordance with the RDN's rules and regulations;
- (k) store bulk hazardous petroleum products and other toxic substances in accordance with the provisions of the *Environmental Management Act*;
- (l) not use construction materials containing toxic substances;
- (m) not alter, repair or add to any improvement to the Land, other than the construction of the CNG Station, without the RDN's prior written consent, which may be arbitrarily withheld;
- (n) permit the RDN, or the RDN's authorized representatives, to enter on the Premises at any time to inspect the Premises, provided that in regard to the RDN's inspection of the Premises the RDN takes reasonable steps to minimize any disruption of the Licensee's operations;
- (o) indemnify and save the RDN and the RDN's servants, employees, representatives, contractors and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of:
  - (i) the Licensee's breach, violation or non-performance of a provision of this Agreement; and,
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on the Land by virtue of the Licensee's entry upon, use or occupation of the Premises, and the use and occupation of the Licensee's employees, agents, invitees and any others for whom the

Licensee is responsible at law, and the amount of all such losses, damages, costs and liabilities shall be payable to the RDN immediately upon demand;

- (p) on the termination of this Agreement:
- (i) peaceably quit and deliver to RDN possession of the Premises and, subject to paragraphs (ii), (iii) and (iv), any improvements or trade fixtures in a safe, clean and sanitary condition and all of your right, interest and estate in the Premises will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.
  - (ii) remove from the Premises all chattels, trade fixtures, or any other attachments or improvements installed by the Licensee either before or during the Term of this Agreement (the "Chattels") unless the Licensee chooses to leave them;
  - (iii) remove the CNG Station from the Premises if the Licensee is in default of this Agreement,
  - (iv) remove from the Premises any Chattels that RDN, in writing, direct or permit the Licensee to remove; and
  - (v) restore the Premises as nearly as may reasonably be possible to the same condition as it was on the date of the Agreement Date
- (r) within ninety (90) days of the date of termination of this Agreement, the RDN may retain a qualified engineer or qualified environmental professional to conduct such investigations or assessments, including a phase one environmental investigation, (the "Preliminary Environmental Exit Reports") as may be required to determine the existence or potential existence of any Contaminants that are identified as a result of the occupation, operations, care, control, or custody of the Licensee. Copies of the Preliminary Environmental Exit Reports pertaining the investigations or assessments shall be delivered to the Licensee together with an invoice for one half of the cost of preparing the report(s). The Licensee shall, within 30 days of the delivery of the Preliminary Environmental Exit Reports invoice(s), pay the amount of the invoice(s) to the RDN, not to exceed a Licensee portion of greater than \$2,500.00.
- (s) In the event that the Preliminary Environmental Exit Reports determine or recommend further action such as remediation or further investigation, or a detailed environmental analysis, assessment or monitoring including reports required to be performed by the Licensee in accordance with the provisions of Article 8 herein, such further action shall be at the Licensee's sole cost and expense. Any and all environmental reports shall be delivered to the RDN.

4.2 The Licensee shall not permit any person to do anything the Licensee is restricted from doing under this Article.

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4.3 The Licensee further agrees that the Licensee's indemnity in section 4.1 (p) applies equally to the RDN's affiliates, subsidiaries, successors and assigns and their respective servants, corporate directors, employees, representatives, contractors and agents.

4.4 The RDN warrants and represents that to the best of the RDN's knowledge, the RDN is not aware of any Hazardous Materials, within, under, or on the Land or the Premises and RDN has received no notice from any authority that RDN is in breach of any Environmental Laws.

RDN agrees to indemnify and save the Licensee and their servants, employees, representatives, contractors and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any breach of warranty or misrepresentation with respect to the matters referred to in section 4.4 herein.

RDN agrees that if the RDN cancels or terminates this Agreement, or prevent the Licensee from doing anything you are permitted to do under this Agreement, for any reason other than the Licensee's default or breach of the Licensee's obligations of this Agreement, then RDN shall be in default and be liable to the Licensee for all damages sustained by the Licensee or any of their sublicensees which arise out of our default or breach of this Agreement.

4.6 It is agreed that the title to and ownership of the CNG Station and all alterations, additions, changes, substitutions or improvements thereto shall at all times during the Term be vested in the Licensee, notwithstanding any rule or law as to the immediate vesting of the title to and ownership of the CNG Station in the RDN as owner of the freehold.

4.7 Upon cancellation or termination of this Agreement, the Licensee may at its option and at its own expense remove from the Premises the CNG Station any and all property as constructed, erected, made, brought or placed thereon by the Licensee and shall restore the Premises to as good order and condition as prevailed immediately before the Commencement Date and in the event of the failure of the Licensee so to do within a reasonable period of time, the RDN may effect such removal and restoration at the Licensee's own risk and expense (but in such latter event any property removed as aforesaid shall not vest in the RDN).

4.8 Notwithstanding Article 4.7, the Licensee may, with written approval from the RDN, give written notice or notices to the RDN at a date or dates not later than 90 days after the termination or cancellation of this Agreement, elect to leave upon the Premises the CNG Station and any or all property (except such goods and chattels as do not constitute fixtures) or alterations which would otherwise

be required to be removed or effaced under Article 4.7 and in such event any property and alterations, which the Licensee elects to leave, shall remain and title thereto shall become vested in the RDN.

#### ARTICLE 5 - LIMITATIONS

5.1 The Licensee agrees with RDN that:

- (a) other than the supply of heat, light, water and electricity, the RDN is under no obligation to provide services to the Premises or to provide additional access or to maintain or improve existing access roads, landscaping or other improvements within or on the Land;
- (b) RDN may make other dispositions of the Land, provided that such dispositions do not adversely affect the Licensee's access to or use of the Premises for the purpose set out in this Agreement;
- (c) the Licensee shall make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (b);
- (d) any interest the Licensee may have in any improvements the Licensee have made to the Premises are yours unless the Licensee elect to leave the improvements in accordance with Article 4.8 above;
- (e) If, after the termination of this Agreement, the RDN permits the Licensee to remain in possession of the Premises and the RDN accepts money from the Licensee in respect of such possession, a tenancy shall not be created by implication of law and the Licensee shall be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary; and,
- (f) the Licensee's vehicular access to and from the Premises shall be through the entrance and exit to the Land at 6300 Hammond Bay Road. The Licensee may use the exit and entrance at 6300 Applecross Road. The Licensee's access is conditional to compliance with RDN's site safety and security policy and procedures.

#### ARTICLE 6 –INSURANCE AND INDEMNITY

- 6.1 (a) The Licensee shall, at the Licensee's sole cost and expense during the Term and during such other period of time that the Licensee occupies the Premises, take out and maintain in full force and effect, the following:

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August 2013  
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- (i) "all risks" insurance upon all merchandise, stock-in-trade, furniture, fixtures, equipment, leasehold improvements, and other property of every kind and description located at the Premises, owned by, or made or installed by the Licensee or on the Licensee's behalf and any sub-licensee for which the Licensee is responsible or legally liable, in an amount at least equal to the full insurable value thereof, calculated on a stated amount co-insurance and replacement cost basis;
  - (ii) automobile liability insurance to a limit of liability of not less than \$5,000,000.00 in any one accident, covering all licensed commercial motor vehicles, such as buses, owned by the Licensee and used in connection with the Licensee and any sub-licensee's business carried on from the Premises, and automobile liability insurance to a limit of liability of not less than \$2,000,000.00 in any one accident, covering all licensed motor vehicles, such as company cars and service trucks, owned by the Licensee and used in connection with the Licensee and the any sub-licensee's business carried on from the Premises;
  - (iii) comprehensive bodily injury and property damage liability insurance applying to the Licensee's operations and any sub-licensee's operations carried on from the Premises and, which shall include, without limitation, personal injury liability, product liability, contractual liability, non-owned automobile liability, and protective liability coverage with respect to the occupancy of the Premises by the Licensee; and such insurance shall be written for an amount of not less than \$5,000,000.00 per occurrence, with an extension for Sudden and Accidental Pollution, and tenant's legal liability or such higher amount as the RDN may from time to time reasonably require;
  - (iv) tenant's all-risks legal liability insurance in an amount not less than the replacement cost of the Premises, presently valued at \$1,500,000.00; and,
  - (vii) any other form or forms of insurance as the RDN may reasonably require from time to time in amounts and for perils against which a prudent Licensee acting reasonably would protect itself in similar circumstances.
- (b) The Licensee may place broad form comprehensive boiler and machinery insurance on all boilers and pressure vessels in the Premises and invoice the Licensee the cost for reimbursement; and,
  - (c) The Licensee has expressly waived the right to secure business interruption insurance.
  - (d) All policies of insurance referred to in this section 6.1 shall include the following provisions:

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- (i) the policies shall not be affected or invalidated by any act, omission, or negligence of any person, who is not within the knowledge or control of the insured thereunder;
- (ii) all property damage policies written on the Licensee's behalf shall be primary and shall not require the sharing of any loss by any insurers and shall be placed with insurers in Canada and contain a waiver of any subrogation rights, which the Licensee's insurers may have against the RDN and against those for whom the RDN is, in law, responsible, whether any insured loss or damage is caused by any act, omission, or negligence of the RDN, or by those for whose acts the RDN is, in law, responsible, or otherwise;
- (iii) all policies of liability insurance shall include the RDN and the Licensee, and any persons, firms, or corporations affiliated with the RDN or the Licensee and designated by the RDN as additional insureds and shall provide that each person, firm, or corporation insured under such policies shall be insured in the same manner and to the same extent as if separate policies had been issued to each; and
- (iv) all policies shall contain an undertaking by the insurers to give the RDN and the licensee not less than thirty (30) days prior written notice of any cancellation or a material change that restricts or reduces the coverage afforded thereby.
- (e) The Licensee agrees that certificates of insurance or, if required by the RDN or any of the RDN's Mortgagees, certified copies of each policy, shall be delivered to the RDN as soon as practicable after the placing thereof.
- (f) The Licensee shall, when required by the RDN, forthwith provide to the RDN evidence that all premiums for all insurance policies have been paid.
- (g) For good and valuable consideration, the Licensee hereby releases and relieves the RDN and the Licensee and those persons for whom the RDN and the Licensee are, in law, responsible, from liability and responsibility for, and waives its entire claim for recovery of any loss or damage whatsoever arising out of or incident to, the occurrence of any of the perils covered by, or which would be covered by, the insurance policies, which the Licensee is obligated to obtain and maintain in force under the terms of this Agreement, excepting only any primary insurance for licensed vehicles and equipment which claims shall be adjusted individually.
- (h) The Licensee shall not do or permit anything to be done upon the Premises whereby any policy of insurance against loss or damage to the Premises or against legal liability for damage to persons or property caused by the ownership,



maintenance, use, or occupancy of the Premises or the Land, or by reasons of the conduct of any business carried on thereon, may be invalidated; and, for such purpose, upon receipt of notice in writing from any insurer of the Premises or the Land requiring the execution of works or a discontinuance of any operations in order to correct such situation, the Licensee shall comply therewith.

- (i) The Licensee agrees that if the Licensee fails to take out or keep in force any insurance coverage referred to in this section 6.1, or if any such insurance is not approved by the RDN and the RDN's Mortgagees, and the Licensee does not rectify the situation within 72 hours after written notice by the RDN to the Licensee setting forth the RDN's objections, then the RDN shall have the right, without assuming any obligation in connection therewith, to effect such insurance coverage and shall have the right to recover all costs and premiums incurred in effecting such insurance coverage from the Licensee pursuant to section 6.1.

#### 6.2 Indemnify RDN

The Licensee shall indemnify and save harmless the RDN from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation legal fees on a solicitor and client basis), which the RDN may sustain, incur, or be put to by reason of or arising out of any act or omission of the Licensee or any persons for whom the Licensee is, at law, responsible, or from the use or occupation of the Premises or the Land, in whole or in part and any personal injury, bodily injury (including death) or property damage occurring or happening on the Land by virtue of the Licensee's entry upon, use or occupation of the Premises, and the use and occupation of the Licensee's employees, agents, invitees and any others for whom the Licensee is responsible at law and, without limiting the generality of the foregoing, from the non-observance or non-performance by the Licensee or any persons for whom the Licensee is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contained in this Agreement to be observed and performed by the Licensee, and such liability to indemnify and save harmless shall survive any termination of this Agreement and the expiry of the Term or any renewal hereof, anything in this Agreement to the contrary notwithstanding and the amount of such losses, damages, costs and liabilities shall be payable to the RDN immediately upon demand.

#### 6.3 Indemnify Licensee

The RDN shall indemnify and save harmless the Licensee from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever

kind (including without limitation legal fees on a solicitor and client basis), which the Licensee may sustain, incur, or be put to by reason of or arising out of any act or omission of the RDN or any persons for whom the RDN is, at law, responsible, or from the use or occupation of the Premises or the Land, in whole or in part and any personal injury, bodily injury (including death) or property damage occurring or happening on the Land by virtue of the RDN's entry upon, use or occupation of the Premises, and the use and occupation of the RDN's employees, agents, invitees and any others for whom the RDN is responsible at law and, without limiting the generality of the foregoing, from the non-observance or non-performance by the RDN or any persons for whom the RDN is, at law, responsible of any of the obligations imposed under the provisions of any laws, ordinances, regulations, or requirements of any federal, provincial, municipal, or other authority, or any of the covenants, agreements, terms, conditions, and provisos contained in this Agreement to be observed and performed by the RDN; and such liability to indemnify and save harmless shall survive any termination of this Agreement and the expiry of the Term or any renewal hereof, anything in this Agreement to the contrary notwithstanding and the amount of such losses, damages, costs and liabilities shall be payable to the Licensee immediately upon demand.

#### ARTICLE 7 – REPAIR

- 7.1 The Licensee shall, at all times during the Term of this Agreement and at the Licensee's own expense, promptly replace, repair, decorate, clean, renew, and maintain the Premises, including those repairs and replacements, which are required to be made to comply with any order issued as a result of or to comply with all laws, including without limitation all federal, provincial and municipal statutes, regulations or bylaws, and all equipment, information and communication systems, mechanical, plumbing, electrical and heating systems including, without limiting the foregoing, the interior walls, and the floors of the Premises, and all other fixtures, machinery, facilities, equipment, and appurtenances installed as part of the Premises and directly servicing the Premises or any part thereof, and all paving, landscaping, fencing and lighting, in a reasonable operation condition as determined by the RDN..
- 7.2 The Licensee shall give notice to the RDN of any accidents, damage, nuisance, obstructions, or required repairs in and to the Premises within 24 hours of the Licensee's knowledge thereof.
- 7.3 If the Licensee shall at any time default in the performance or observance of any of the covenants in this Agreement for or relating to the repair, maintenance, cleaning, or renewal of the Premises or any part thereof and such default shall continue for five (5) days after notice in writing from the RDN of default in respect of repair, maintenance, cleaning or renewal of the Premises, then the Licensee shall permit the RDN and its duly authorized agents and nominees, with or without workers and others, and without prejudice to the RDN's right of re-entry, to enter into and upon the Premises and repair, decorate, clean, renew, and maintain the same at the Licensee's expense, and the Licensee shall afford the RDN on demand all costs and expenses in respect of such

repairs, maintenance, cleaning, renewal, and decoration as aforesaid.

- 7.4 The Licensee shall pay to the RDN the RDN's administration charges in the sum of fifteen percent (15%) of the total cost of any work specifically completed by the RDN on the Licensee's behalf pursuant to section 7.3, such work being deemed to be the Licensee's responsibility.

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#### ARTICLE 8 – ENVIRONMENTAL MATTERS

- 8.1 For the purposes of this Agreement, the following terms shall have the following meanings:
- (a) **“Contaminants”** means any radioactive materials, asbestos materials, urea formaldehyde, hydrocarbon contaminants, underground or above-ground tanks, pollutants, contaminants, deleterious substances, dangerous substances or goods, hazardous, corrosive, or toxic substances, special waste or waste of any kind, or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or Release into the Environment of which is now or hereafter prohibited, controlled, or regulated under Environmental Laws;
  - (b) **“Environment”** includes the air (including all layers of the atmosphere), land (including soil, sediment deposited on land, fill, and lands submerged under water), and water (including oceans, lakes, rivers, streams, groundwater, and surface water);
  - (c) **“Environmental Laws”** means any and all statutes, laws, regulations, orders, bylaws, standards, guidelines, permits, and other lawful requirements of any federal, provincial, municipal, or other governmental authority having jurisdiction over the Premises or the Land now or hereafter in force with respect in any way to the Environment; health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity including but not limited to the *Environmental Management Act* (British Columbia), the *Fisheries Act* (Canada), the *Transportation of Dangerous Goods Act* (Canada) each as at the date hereof and amendments thereto; and,
  - (d) **“Hazardous Materials”** means any substance or material, which falls within the definitions of "waste", "special waste", "hazardous chemicals", hazardous waste", "dangerous goods", "toxic substances" or any variation of such terms or any terms of similar import in the *Environmental Management Act* (British Columbia), the *Fisheries Act* (Canada), the *Canadian Environmental Protection Act* (Canada) and the *Transportation of Dangerous Goods Act* (Canada), each as at the date hereof, or in any other applicable Environmental Laws;
  - (e) **“Release”** include any release, spill, leak, pumping, pouring, emission, emptying, discharge, injection, escape, leaching, migration, disposal, or dumping.

## LICENSEE TERMS

- 8.2 The Licensee shall not use or permit to be used all or any part of the Premises for the sale, storage, manufacture, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants, without the prior written consent of the RDN, except in compliance with Environmental Laws, which consent may be unreasonably and arbitrarily withheld. In no event shall the Licensee dispose of, handle, treat, or Release a Contaminant in a manner that, in whole or in part, causes the Premises or any adjacent property to become a contaminated site under Environmental Laws.
- 8.3 The Licensee shall promptly and strictly comply, and cause any person for whom it is in law responsible to comply, with all Environmental Laws regarding the use and occupancy of the Premises under or pursuant to this Agreement, including without limitation obtaining all required permits or other authorizations.
- 8.4 Without relieving the Licensee of any of its obligations under this Agreement, the Licensee shall, at such reasonable times as the RDN requires, permit the RDN to enter and inspect the Premises and the operations conducted at the Premises, to conduct tests and environmental assessments, to remove samples from the Premises, to examine and make copies of any documents or records relating to the Premises, and to take such steps as the RDN deems necessary for the safety and preservation of the Premises.
- 8.5 The Licensee shall promptly notify the RDN in writing of:
- (a) any Release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property, which could subject the RDN, the Licensee, or the Premises to any fines, penalties, orders, or proceedings under Environmental Laws;
  - (b) any charge, order, investigation, or notice of violation or non-compliance issued against the Licensee or relating to the operations at the Premises under any Environmental Laws; and,
  - (c) any notice, claim, action, or other proceeding by any third party against the Licensee or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.
- 8.6 The Licensee shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws; and failure by the Licensee to do so shall authorize, but not obligate, the RDN to notify the regulatory authorities.

- 8.7 On the expiry or earlier termination of this Agreement, or at any time if requested by the RDN or required by any governmental authority pursuant to Environmental Laws, the Licensee shall, promptly at its own cost and in accordance with Environmental Laws, remove from the Premises any and all Contaminants, and remediate any contamination of the Premises, the Land, or any adjacent property resulting from Contaminants, in either case brought onto, used at, or Released from the Premises by the Licensee or any person for whom it is in law responsible. For greater certainty, the foregoing obligations of the Licensee shall include, without limitation, the treatment of water (including surface and groundwater) and the remediation by removal of any soils containing Contaminants at levels exceeding the numerical standards set as acceptable at the time of remediation by the applicable governmental authority, being, with respect to soils, the standard applicable to property used for commercial purposes and with respect to water, as determined by the governmental authority given the character and use of water in the area of the Premises. Any soil so removed shall be promptly replaced by soil free of Contaminants at concentrations above the standard described in the preceding sentence. The Licensee shall provide to the RDN full information with respect to any remedial work performed pursuant to this clause and shall comply with the RDN's reasonable requirements with respect to such work. The Licensee agrees that if the RDN reasonably determines that the RDN, its property, its reputation, or the Premises is placed in any jeopardy by the requirement for any such remedial work, the RDN may, but shall be under no obligation to, undertake itself such work or any part thereof at the cost of the Licensee. On demand from the RDN, the Licensee agrees to apply for, at its sole cost and as soon as possible, and provide to the RDN a certificate of compliance under the *Environmental Management Act* (British Columbia) respecting the remediation contemplated in this Article.
- 8.8 Notwithstanding any rule of law to the contrary, any Contaminants or improvements or goods containing Contaminants brought onto, used at, or Released from the Premises by the Licensee or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the Licensee and shall not become the property of the RDN, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of the Agreement. This clause supersedes any other provision of this Agreement to the contrary.
- 8.9 The Licensee shall indemnify and save harmless the RDN and its directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties and expenses whatsoever (including without limitation the full amount of all legal and consultants' fees and expenses and the cost of removal, treatment, storage, and disposal of Contaminants and remediation of the Premises and any adjacent property), which may be paid by, incurred by, or asserted against the RDN or its directors, officers, employees, agents, successors, or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Article by the Licensee or arising from or in connection with:

- (a) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Law with respect to the premises, or
  - (b) any Release or alleged Release of any Contaminants at or from the Premises into the Environment, related to or as a result of the use and occupation of the Premises by the Licensee or those for whom it is in law responsible or any act or omission of the Licensee or any person for whom it is in law responsible.
- 8.10 The obligations of the Licensee under this Article (including without limitation the Licensee's indemnity, its obligation to remove and remediate Contaminants, and its covenants of confidentiality) shall survive the expiry or earlier termination of this Agreement.
- 8.11 For greater certainty, section 16 of the Contaminated Sites Regulation, B.C. Reg 375/96, does not apply, and all remediation described in this Agreement must be based exclusively on the numerical standards prescribed in section 17 of the Contaminated Sites Regulation, unless otherwise authorized by the RDN.
- 8.12 Notwithstanding any other provision of this Agreement, the Licensee and its successors, heirs and affiliates acknowledge that the RDN is not a "person responsible for remediation of a contaminated site" under section 45 of the *Environmental Management Act* (British Columbia) and, subject to section 8.1, agrees not to make any claim against the RDN for recovery of remediation costs under the *Environmental Management Act* where the costs in question allegedly arise out of or are connected with any action, omission, direction or communication on the part of the Licensee under this Agreement.

#### RDN TERMS

- 8.13 The RDN represents and warrants to the Licensee, and acknowledges that the Licensee is relying on such representations and warranties in entering into this Agreement, that as of the date of this Agreement:
- (a) the RDN is not, and has never been, subject to any charge, conviction, notice of defect or non-compliance, work order, pollution abatement order, remediation order, or any other order or proceeding under any Environmental Laws; and,
  - (b) the RDN's business at the Premises does not involve the sale, storage, manufacture, disposal, treatment, generation, use, transport, refinement, processing, production, remediation, Release into the Environment of, or any other dealing with, any Contaminants.

(c) neither the Lands nor the Premises contain any Hazardous Materials or Contaminants.

(D) The Licensee shall not be responsible for any costs incurred by the Licensee or Licensor as a result of the presence of any pre-existing Contaminants or Hazardous Materials within the Premises, including without limitation any costs associated with delays in proceeding with the Station Construction, environmental consultants' fees, the cost of any permits for removal or disposal of contaminated soils or groundwater under the provisions of the *Environmental Management Act* and the *Contaminated Sites Regulation*, the removal, disposal or treatment of contaminated soil or groundwater that is required to be removed from the Premises as a result of the work being undertaken, or any similar or related costs.

- 8.14 The RDN shall promptly notify the Licensee in writing of:
- (a) any Release of a Contaminant or any other occurrence or condition at the Premises or any adjacent property, which could subject the RDN, the Licensee, or the Premises to any fines, penalties, orders, or proceedings under Environmental Laws;
  - (b) any charge, order, investigation, or notice of violation or non-compliance issued against the Licensee or relating to the operations at the Premises under any Environmental Laws; and,
  - (c) any notice, claim, action, or other proceeding by any third party against the Licensee or in respect of the Premises concerning the Release or alleged Release of Contaminants at or from the Premises.
- 8.15 The RDN shall notify the appropriate regulatory authorities of any Release of any Contaminants at or from the Premises in accordance with Environmental Laws; and failure by the RDN to do so shall authorize, but not obligate, the Licensee to notify the regulatory authorities.
- 8.16 Notwithstanding any rule of law to the contrary, any Contaminants or improvements or goods containing Contaminants brought onto, used at, or Released from the Lands by the RDN or any person for whom it is in law responsible shall be and remain the sole and exclusive property of the RDN and shall not become the property of the Licensee, notwithstanding the degree of their affixation to the Premises and notwithstanding the expiry or earlier termination of the Agreement. This clause supersedes any other provision of this Agreement to the contrary.
- 8.17 The RDN shall indemnify and save harmless the Licensee and its directors, officers, employees, agents, successors, and assigns from any and all liabilities, actions, damages, claims, losses, costs, fines, penalties, and expenses whatsoever (including without



limitation the full amount of all legal and consultants' fees and expenses and the cost of removal, treatment, storage, and disposal of Contaminants and remediation of the Premises and any adjacent property), which may be paid by, incurred by, or asserted against the Licensee or its directors, officers, employees, agents, successors, or assigns, during or after the Term (or any renewal thereof), arising from or in connection with any breach of or non-compliance with the provisions of this Article by the RDN or arising from or in connection with:

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- (a) any legal or administrative action, proceeding, investigation, demand, claim, or notice of any third party, including without limitation any governmental authority, against any one or more of them pursuant to or under Environmental Law with respect to the Lands, or
  - (b) any Release or alleged Release of any Contaminants at or from the Lands into the Environment, related to or as a result of the use and occupation of the Lands by the RDN or those for whom it is in law responsible or any act or omission of the RDN or any person for whom it is in law responsible.
- 8.18 The obligations of the RDN under this Article (including without limitation the RDN's indemnity, its obligation to remove and remediate Contaminants, and its covenants of confidentiality) shall survive the expiry or earlier termination of this Agreement.
- 8.19 For greater certainty, section 16 of the *Contaminated Sites Regulation* does not apply, and all remediation described in this Agreement must be based exclusively on the numerical standards prescribed in section 17 of the *BC Contaminated Sites Regulation*, unless otherwise authorized by the Licensee.
- 8.20 Notwithstanding any other provision of this Agreement, the RDN and its successors and affiliates acknowledge that the Licensee is not a "person responsible for remediation of a contaminated site" under section 43 of the *BC Environmental Management Act* and subject to section 8.1 agrees not to make any claim against the Licensee for recovery of remediation costs under the Act where the costs in question allegedly arise out of or are connected with any action, omission, direction or communication on the part of RDN under this Agreement.
- 8.21 Notwithstanding the provisions of section 8.3, the Licensor covenants and agrees that if at any time in the sole opinion of the Licensee the Work is stopped, interrupted, delayed or otherwise affected as a result of the existence of any Hazardous Materials or Contaminants in, under or which existed on or prior to the date of this Agreement (the "**Pre-Existing Conditions**") upon the Lands or Premises or if any charge, order, investigation or notice of violation or non-compliance is issued against either the Licensor or the Licensee as a result of or arising out of the Pre-Existing Conditions causes the Work to be stopped, interrupted, delayed or otherwise affected (collectively the "**Environmental Default**"), then the Licensor shall forthwith, upon notice from the Licensee, rectify the Environmental Default. If such Environmental Default shall continue for 5 days after the notice referred to above and, or if in the Licensee's sole opinion, the RDN have failed to take adequate steps to remedy such default within the said 5-day period, then the Licensee and our authorized agents and nominees, with or without workers and others, and without prejudice to the Licensee's other remedies, shall have the right to enter into and upon the Lands and take any and all steps to rectify such default (the "**Remedial Work**"), including without limitation excavation, filling, backfilling and removal of soil at the Licensor's

expense, and the Licensor shall pay to the Licensee on demand all costs and expenses in respect of such rectification.

The Licensor shall pay our administration charges in the sum of 15% of the total cost of any Remedial Work specifically completed by the Licensee on the Licensor's behalf, such Remedial Work being deemed to be the Licensor's responsibility.

#### ARTICLE 9 - ASSIGNMENT

- 9.1 The Licensee may sublicense, assign or transfer all or part of the License, or otherwise grant possession of the Premises to the provider(s) of Station Construction, and Station Maintenance..
- 9.2 The Licensee shall continue to be bound by the terms and conditions of the Agreement in spite of any sublicense.

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- 9.4 The Licensee must not sublicense, assign, encumber or transfer this Agreement, or permit any other person to use or occupy the Premises, except as permitted in provision in 9.1, without RDN's prior written consent, which consent RDN may withhold in RDN's sole discretion.

#### ARTICLE 10 - TERMINATION

10.1 The Licensee agrees with the RDN that:

- (a) if the Licensee
  - (i) defaults in the payment of any money payable by the Licensee under this Agreement, or
  - (ii) fails to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by the Licensee under this Agreement), and the Licensee's default or failure continues for 15 days after the RDN gives written notice of the non-monetary default or failure to the Licensee, or
- (b) if, in the RDN's reasonable opinion, the Licensee fails to make diligent use of the Premises for the purposes set out in this Agreement, and the Licensee's failure continues for 15 days after the RDN gives written notice of the failure to the Licensee;
- (c) if the Licensee
  - (i) becomes insolvent or make an assignment for the general benefit of the Licensee's creditors,
  - (ii) commits an act, which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada), or a bankruptcy petition is filed or presented against the Licensee or the Licensee consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging the Licensee bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enters into an arrangement with the Licensee's creditors;
- (d) if the Licensee is a corporation and,
  - (i) a receiver or receiver-manager is appointed to administer or carry on the Licensee's business, or

- (ii) an order is made, a resolution passed or a petition filed for the Licensee's liquidation or winding up;
  - (e) if this Agreement is taken in execution or attachment by any person; or
  - (f) if this Agreement shall, at the RDN's option and with or without entry, terminate, and the Licensee's right to use and occupy the Premises shall cease.
- 10.2 If the condition complained of (other than the payment of any money payable by the Licensee under this Agreement or a breach of Article 9) reasonably requires more time to cure than 5 days, the Licensee shall be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 5 days and diligently complete the same.
- 10.3 The Licensee agrees with the RDN that
- (a) the Licensee shall make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 10.1; and
  - (b) upon the termination of this Agreement any money owed by the Licensee to the RDN shall forthwith become due and be payable to the RDN.

#### ARTICLE 11 - NOTICE

- 11.1 Any notice required to be given by any party to the other shall be deemed to be given if faxed or delivered to the address of the other as follows:

to the RDN:

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

Fax No.: (250) 390-2757

Attn.: Dennis Trudeau

General Manager, Transportation & Solid Waste Services

To the Licensee:

520 Gorge Road East  
PO Box 610  
Victoria, BC V8W 2P3

Fax No.: 250-995-5639  
Attn.: Don Milligan

or at such other address as a party may, from time to time, direct in writing, and any such notice shall be deemed to have been received if delivered, on the day of delivery, and if sent by facsimile on the date of transmission.

- 11.2 The delivery of all money payable to the RDN under this Agreement shall be effected by hand, courier or regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 12 - MISCELLANEOUS

- 12.1 No provision of this Agreement shall be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement shall not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval shall not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 12.2 No remedy conferred upon or reserved to the RDN under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy shall be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 12.3 The grant of a sublicense, assignment or transfer of this Agreement does not release the Licensee from the Licensee's obligation to observe and perform all the provisions of this Agreement on the licensee's part to be observed and performed unless the RDN specifically releases the Licensee from such obligation in the RDN's consent to the sublicense, assignment or transfer of this Agreement.
- 12.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 12.5 All amounts due to be paid by the Licensee to the RDN shall be paid to the RDN without set off, abatement or deduction whatsoever. GST shall be paid by the Licensee to the RDN on all amounts due to be paid by the Licensee to the RDN.

12.6 This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and shall become effective when one or more counterparts have been signed by all of the parties and delivered to each of the parties. All counterparts shall be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, shall be deemed to be dated the reference date set out above, and only one of which need be produced for any purpose.

The parties have executed this Agreement as of the date of reference of this Agreement.

**REGIONAL DISTRICT OF NANAIMO**  
by its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**BRITISH COLUMBIA TRANSIT**  
By its authorized signatory(ies):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

Schedule "A"

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**SKETCH PLAN OF PREMISES**  
(See next page)

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**REGIONAL DISTRICT OF NANAIMO  
MINUTES OF THE NORTHERN COMMUNITY ECONOMIC DEVELOPMENT SELECT COMMITTEE  
MEETING HELD ON TUESDAY, OCTOBER 8, 2013  
AT 1:00 P.M.  
IN THE BENSON ROOM**

**Present:**

Director J. Stanhope	Chairperson
Director G. Holme	Electoral Area E
Director J. Fell	Electoral Area F
Director B. Veenhof	Electoral Area H
Director M. Lefebvre	City of Parksville
Director D. Willie	Town of Qualicum Beach

**Also in Attendance:**

Paul Thorkelsson	Chief Administrative Officer
Geoff Garbutt	General Manager, Strategic & Community Development
Chris Midgley	Manager, Energy & Sustainability
Nicole Hewitt	Recording Secretary

**CALL TO ORDER**

The meeting was called to order at 1:00 p.m.

**DELEGATION**

**Arlene Veenhof, Lighthouse Country Business Association, re: Lighthouse Country Business Association Trade Show.**

Ms. Pool and Ms. Veenhof from Lighthouse Country Business Association reported back to the Committee on the success of the Lighthouse Country Business Association Trade Show.

**LATE DELEGATION**

MOVED Director Holme, SECONDED Director Lefebvre, that the late delegation be permitted to address the Committee.

CARRIED

**Kim Burden, Executive Director of Parksville Chamber of Commerce, re: Oceanside Initiatives Project.**

Mr. Burden provided a verbal overview of the Oceanside Initiatives; Community Information/Business Attraction Marketing Strategy application, under consideration by the Committee.

**MINUTES**

MOVED Director Lefebvre, SECONDED Director Fell, that the minutes of Northern Community Economic Development Select Committee meeting held on April 9, 2013 be adopted.

CARRIED

**COMMUNICATIONS/CORRESPONDENCE**

**Lighthouse Country Business Association, Summary Report**

MOVED Director Veenhof, SECONDED Director Fell, that the correspondence from the Lighthouse Country Business Association be received.

CARRIED

**REPORTS**

**Northern Community Economic Development Program – Fall 2013 Proposals.**

**Digital Arts Studio Pilot Project – Qualicum Beach Chamber of Commerce.**

MOVED Director Fell, SECONDED Director Willie, that the Digital Arts Studio Pilot Plan be awarded funding in the amount of \$5, 000.

CARRIED

**Community Information/ Business Attraction Marketing Strategy – Parksville and District Chamber of Commerce – Oceanside Initiatives.**

MOVED Director Lefebvre, SECONDED Director Willie, that the Oceanside Initiative program from the Parksville and District Chamber of Commerce be awarded funding in the amount of \$10,000.

CARRIED

**Gazebo – North Island Wildlife Recovery Association.**

MOVED Lefebvre, SECONDED Director Holme, that the proposal be denied as is not eligible as per the criteria of the Northern Community Economic Development.

CARRIED

**ADJOURNMENT**

MOVED Director Holme, SECONDED Director Willie, that this meeting be adjourned.

CARRIED

Time: 1:45 pm

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CHAIRPERSON

**REGIONAL DISTRICT OF NANAIMO**  
**MINUTES OF THE SUSTAINABILITY SELECT COMMITTEE**  
**MEETING HELD ON TUESDAY, OCTOBER 8, 2013 AT 2:00 PM**  
**IN THE RDN COMMITTEE ROOM**

**Present:**

Director J. Stanhope	Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director M. Young	Electoral Area C
Director B. Veenhof	Electoral Area H
Director D. Brennan	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director M. Lefebvre	City of Parksville
Director D. Willie	Town of Qualicum Beach

**Also in Attendance:**

Director J. Fell	Electoral Area F
P. Thorkelsson	Chief Administrative Officer
G. Garbutt	General Manager, Strategic & Community Development
R. Alexander	General Manager, Regional & Community Utilities
C. Midgley	Manager, Energy & Sustainability
M. Donnelly	Manager, Water Services
D. Keim	Drinking Water & Watershed Protection Coordinator
N. Hewitt	Recording Secretary

**CALL TO ORDER**

The meeting was called to order at 2:00 p.m. by the Chair.

**MINUTES**

MOVED Director Lefebvre, SECONDED Director McPherson, that the minutes of the Sustainability Select Committee meeting held on Tuesday July 9, 2013 be adopted.

CARRIED

**REPORTS**

**2013 Green Building Speaker Series.**

MOVED Director Veenhof, SECONDED Director Willie, that the report be received.

CARRIED

**Quarterly Update – RDN Incentive Program – Visual Presentation.**

MOVED Director Lefebvre SECONDED Director Houle, that the verbal report be received.

CARRIED

**Rural Water Quality Incentive Program.**

MOVED Director Veenhof, SECONDED Director Willie, that the Board direct staff to implement the Rural Water Quality Incentive Program.

CARRIED

MOVED Director Veenhof, SECONDED Director Willie, that the Board direct staff to include the Rural Water Quality Incentive Program in the 2014 budget for Board consideration.

CARRIED

**Water Conservation Plan.**

MOVED Director Willie, SECONDED Director Brennan, that the Board receive the RDN Water Conservation Plan.

CARRIED

MOVED Director Willie, SECONDED Director Brennan, that the Board receive the RDN Water Conservation Plan and direct staff to include any new costs in the 2014 budget for Board consideration.

CARRIED

**NEW BUSINESS**

**Integrated Resource Plan, BC Hydro – Wind Turbine.**

MOVED Director Lefebvre, SECONDED Director Brennan, that correspondence be sent by the Regional District of Nanaimo to BC Hydro indicating that support for renewable energy sources be included in the Integrated Resource Plan.

CARRIED

**ADJOURNMENT**

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

CARRIED

Time 4:15 pm

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CHAIRPERSON



RDN REPORT	
CAO APPROVAL <del>###</del>	
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## MEMORANDUM

**TO:** Chris Midgley  
Manager, Energy and Sustainability

**DATE:** September 30, 2013

**FROM:** Ting Pan  
Sustainability Coordinator

**FILE:** 6430-05-GBS

**SUBJECT:** 2013 Green Building Series Update

### PURPOSE

To provide the Committee with an update on 2013 Green Building Speaker Series Program.

### BACKGROUND

The Green Building Speaker Series Program (the Program) was first held in September 2010. The initial series received overwhelmingly positive feedback and has been organized annually since then. The 2013 program will wrap up on October 6<sup>th</sup> with the green building open house tours. Each year, the Series has a different theme that highlights the regional priorities. The specific topics and formats of the events vary year to year but generally highlight home energy retrofits, rainwater harvesting options, renewable energy systems, green building design and standards, and site planning. Open house tours that feature recent examples of green building practices in the Region are also organized as part of the Series to give residents an opportunity to tour local homes and to have direct conversations with the builders or owners.

The theme of this year's series is Building Local Resilience, and includes a new presentation prepared by Regional District of Nanaimo (RDN) Emergency Planning staff to draw on many green building practices that could also improve local disaster resilience. Below is a schedule of the events:

#### Dream Home Goes Green

1. September 19<sup>th</sup>, 2013 - Nanoose Library Hall
2. September 22<sup>nd</sup>, 2013 - Gabriola Commons
3. September 29<sup>th</sup>, 2013 - Qualicum Beach Civic Centre

#### Rainwater Harvesting Options

4. September 21<sup>st</sup>, 2013 - Cedar Heritage Centre

#### Building Disaster Resilience in Your Own Backyard

5. September 21<sup>st</sup>, 2013 - Lantzville Council Chamber
6. September 28<sup>th</sup>, 2013 - Errington War Memorial Hall

#### Residential Renewable Energy Systems

7. September 26<sup>th</sup>, 2013 - Oliver Woods Community Centre
8. September 28<sup>th</sup>, 2013 - VIU Centre for Shellfish Research Deep Bay Field Station

### **Guided Rain Garden Tour**

October 5<sup>th</sup>, 2013 - three sites in Nanaimo

### **Open House Tours**

October 6<sup>th</sup>, 2013 - three sites in Qualicum Beach, City of Nanaimo and Yellowpoint respectively

Attendance rates have plateaued at approximately 80 attendees per year, and staff are considering options to strengthen attendance at events in 2014 by working more closely with local hardware stores, suppliers, trade organizations and builders associations. New for 2013 is an increase in an interactive web presence for the events, including the development of virtual green building tours. For example, presentations delivered in 2013 will be made available in a digital format, linked to the new *'Get Involved!'* section of the RDN website. In addition, staff are working with a local student videographer to develop 3-minute shorts for select green building projects in the Region. These resources are expected to be available on the RDN website by the end of 2013.

### **ALTERNATIVES**

There are no alternatives. This report is provided for information purposes only.

### **FINANCIAL IMPLICATIONS**

For 2013, the Program was funded with \$20,000 from the Community Works budget. A portion of the budget will be allocated for producing green building videos that will be made available on the RDN website for free online viewing once they are completed.

### **STRATEGIC PLAN IMPLICATIONS**

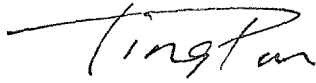
Many participants in the Green Building Series indicated they received the information or help they needed to proceed with their green building projects and found the presentations very informative. A number of past participants completed their high performance home development projects, were awarded RDN Green Building Incentives and have become examples of local green building best practices themselves. The Series provided direct assistance to those who were interested in taking actions on improving our built environment, increased green building knowledge and capacity in the region, and raised the profile of local building professionals. The Series has also been delivered in member municipalities with staff support or in-kind donation of venues. The Series tends to attract a relatively small but very motivated group of residents.

### **SUMMARY/CONCLUSIONS**

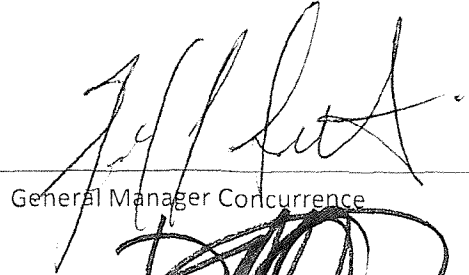
The 2013 Green Building Series has been successful in engaging residents to take actions on improving home energy efficiency, reducing air pollution, incorporating renewable energy and building high performance houses. The Program has also been critical in initiating discussions between RDN staff and residents on many green building initiatives. For 2013, greater public access to presentations and resources will be provided with online presentations and virtual green building tours.

RECOMMENDATIONS

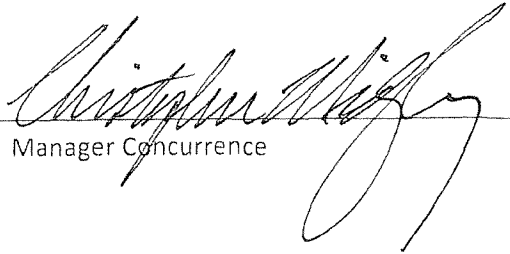
There are no recommendations. This report is provided for information purposes only.



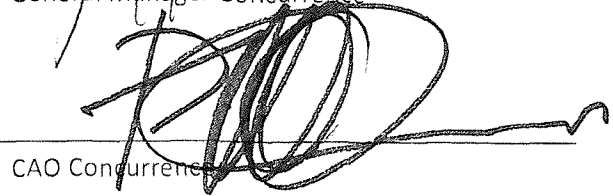
Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence



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**TO:** Mike Donnelly  
Manager of Water & Utility Services

**DATE:** September 30, 2013

**FROM:** Dawn Keim  
Drinking Water and Watershed Protection Coordinator

**FILE:** 5600-07

**SUBJECT:** Rural Water Quality Incentive Program

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**PURPOSE**

To request Board approval to implement a Rural Water Quality Incentive Program.

**BACKGROUND**

One of the main objectives of the Drinking Water and Watershed Protection (DWWP) program is to protect water resources and prevent contamination of water sources through improved management of private well water quality and contaminant risk management (Drinking Water and Watershed Protection Action Plan, 2007). The 2013 DWWP budget includes funding for incentives totaling \$10,000.00 to develop and implement a program directed at improving private well water quality and reducing contaminant risk to groundwater.

Approximately 50% of the residents of the RDN depend on groundwater; a large proportion of these residents manage a private well system. Wells (boreholes) act as direct conduits for contaminants to rapidly travel from the ground surface to the water table and therefore pose great risk to groundwater quality (and thus public health). The Provincial Groundwater Protection Regulation (B.C. Reg. 299/2004) sets out clear standards for the design and deactivation of water wells in order to reduce the risks that boreholes pose to groundwater quality.

Results obtained through RDN DWWP public consultations carried out in 2012 indicated that the main challenge faced by rural landowners in managing a private water system is a financial barrier to water quality testing and well maintenance –two key factors in protecting groundwater and public health. In order to address this and support private well owners to independently manage their systems and protect water quality staff have developed a comprehensive Rural Water Quality Incentive Program. The proposed program would provide well owners with access to incentives (cash rebates) for five different actions.

Incentives would only be available to those who wish to upgrade an existing well to meet minimum standards set out in the Provincial Groundwater Protection Regulation i.e. new builds would not be eligible. Applicants would have to show proof of well registration and where applicable non-registered wells would have to be registered in the Provincial WELLS Database. Well upgrade rebates would require proof of installation by a certified professional well driller. The program would provide a rebate for up to 50% of the total cost of the five items listed below up to a set maximum limit (see below).

Incentives program items and set maximum rebate limits:

Item	Set max limit	# of rebates	Max program cost
1. Surface seal	\$300.00	25	\$7,500.00
2. Secure well cap	\$50.00	50	\$2,500.00
3. Well casing stick-up	\$50.00	50	\$2,500.00
4. Well deactivation	\$500.00	25	\$12,500.00
5. Water quality testing	\$100.00	100	\$10,000.00
TOTAL PROGRAM COST:			\$35,000.00

Staff propose to introduce the Rural Water Quality Incentive Program to the public at the upcoming Public Information Meetings in October. The public will be given the opportunity to participate in a water quality testing sample collection and drop-off system during the month of November at the educational WellSmart and SepticSmart workshops which will be hosted at various locations across the RDN.

**ALTERNATIVES**

1. That the Board approve the Rural Water Quality Incentive Program.
2. That the Board provide alternate direction.

**FINANCIAL IMPLICATIONS**

The Board approved a budget of \$10,000 for rural water quality incentives in 2013. Staff recommend the allocation of the existing \$10,000 in the 2013 budget towards the program incentives and an additional allocation of \$25,000 towards the program in 2014 subject to approval of the 2014 budget.

**SUSTAINABILITY IMPLICATIONS**

Reducing barriers to effective well management by providing well owners improved access to water quality testing will have an immediate positive impact on local and regional groundwater resources across the RDN. The provision of incentives for well owners to carry out well up-grades will reduce contaminant pathways and risks to groundwater quality thus protecting this valuable resource and the public health of RDN residents. This program paves the way to improved regional compliance with the BC Groundwater Protection Regulation and contributes to the improved accuracy of the Provincial WELLS Database.

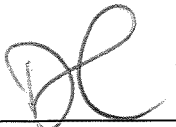
**SUMMARY/CONCLUSIONS**

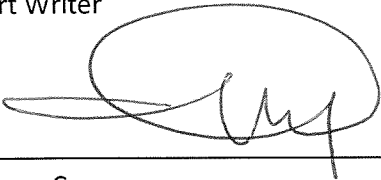
In response to the outcome of the rural water quality stewardship public consultations carried out by the DWWP program in 2012, staff have developed a Rural Water Quality Incentive Program which aims to support the rural residents of the RDN in effectively managing their private well systems. The existing

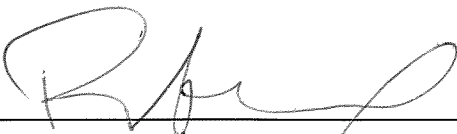
\$10,000.00 allocated in the 2013 budget for rural water quality incentives will directly fund this program for the remainder of this fiscal year. Staff will recommend the extension of this program into 2014 as part of the 2014 annual budget deliberations.

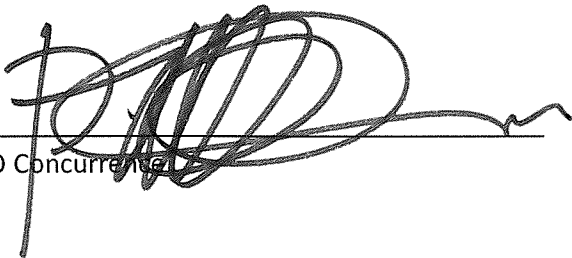
**RECOMMENDATIONS**

- 1. That the Board direct staff to implement the Rural Water Quality Incentive Program.
- 2. That the Board direct staff to include the Rural Water Quality Incentive Program in the 2014 budget for Board consideration.

  
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
Manager Concurrence

  
\_\_\_\_\_  
General Manager Concurrence

  
\_\_\_\_\_  
CAO Concurrence

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**TO:** Mike Donnelly  
Manager of Water & Utility Services

**DATE:** September 30, 2013

**FROM:** Dawn Keim  
Drinking Water and Watershed Protection Coordinator

**FILE:** 5600-07

**SUBJECT:** Water Conservation Plan

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#### PURPOSE

To request Board approval to adopt the Regional District of Nanaimo Water Conservation Plan.

#### BACKGROUND

The Regional District of Nanaimo (RDN) recognizes the value of the region's water resources and the need to ensure a continuing reliable and safe supply of water for all residents. In line with the recommended actions outlined in the Drinking Water and Watershed Protection Action Plan, staff oversaw the development and completion of a Regional Water Conservation Plan (RWCP) (see attached). Although the RDN began working with residents to conserve water in the 1980's, the RWCP presents the first strategic management tool for the RDN. The RWCP focuses on the RDN Water Service Areas (WSAs) and supports the broader RDN area and outlines water conservation measures region wide. The Plan was developed in collaboration with the City of Nanaimo and in parallel to their Water Conservation Plan.

The plan sets out an implementation strategy to meet the two ambitious targets set by the RDN for water conservation:

1. Reduce average residential water use by 33% between 2004 and 2018 (Innovative Options and Opportunities for Sustainable Water Use, 2008); and
2. Maintain maximum month water production at or below 2004 levels until 2018 (RDN Water Conservation Plan, 2013).

In addition to the above, The Plan outlines five priority water conservation measures for 2014 – 2016:

1. Run a 'golden lawns' campaign
  - Distribution of lawn signs that communicate the environmental benefits of conserving water by not watering lawns;
2. Offer outdoor water efficiency rebate
  - Development of a rebate program aimed at improving household outdoor water efficiency (e.g. smart-irrigation technology);

3. Enhance water billing information
  - Development of a more informative and visual water bill for online and paper billing (e.g. show trends in household water use and comparison with average water use in the community);
4. Expand Team WaterSmart activities
  - Further develop Team WaterSmart outreach activities (e.g. school competitions, awards for innovative water efficient gardens, watershed tours, indoor water conservation kits);
5. Prepare Grey-water Guidelines
  - As part of the Green Building Series Guidebooks –develop a grey water design and installation guidebook in collaboration with the RDN Sustainability Department.

#### **ALTERNATIVES**

1. That the Board receive the RDN Water Conservation Plan.
2. That the Board receive the RDN Water Conservation Plan and direct staff to include any new costs in the 2014 budget for Board consideration.
3. That the Board provide alternate direction.

#### **FINANCIAL IMPLICATIONS**

Alternative one has no financial implications.

Under alternative two, expenses associated with the implementation of recommended actions and water conservation measures outlined in the Water Conservation Plan will be presented as part of the 2014 budget deliberations.

#### **SUSTAINABILITY IMPLICATIONS**

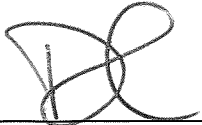
The Water Conservation Plan contributes to part of a broader water management program and provides the necessary information and framework to support long term successful planning of water conservation across the Regional District of Nanaimo. Regional partnerships will be strengthened and the program will contribute integrated policy development across the RDN.

#### **SUMMARY/CONCLUSIONS**

The Water Conservation Plan provides a strategic framework for the implementation of water conservation measures focusing on the RDN WSAs and broader RDN area. The plan aims to protect water resources and ensure a sustainable and safe supply of water for residents.

**RECOMMENDATIONS**

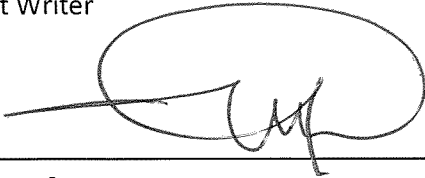
- 1. That the Board receive the RDN Water Conservation Plan.
- 2. That the Board receive the RDN Water Conservation Plan and direct staff to include any new costs in the 2014 budget for Board consideration.



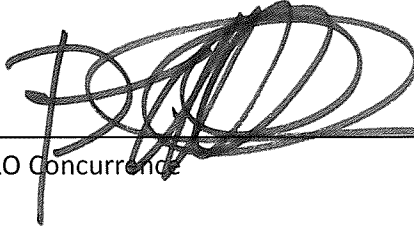
Report Writer



General Manager Concurrence

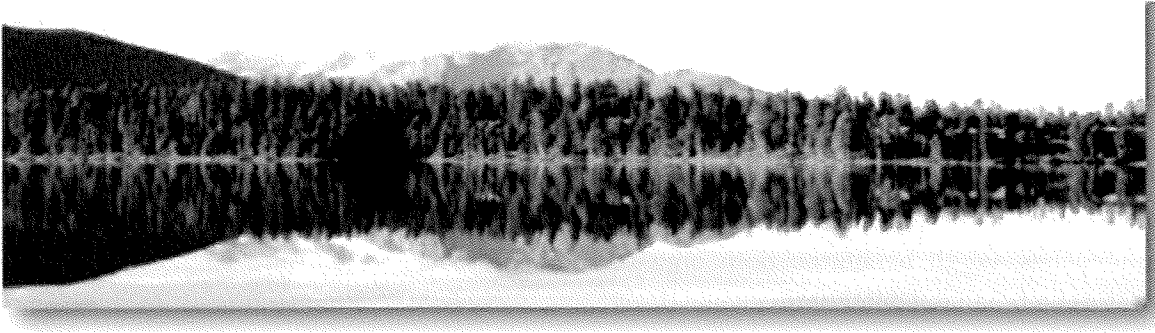


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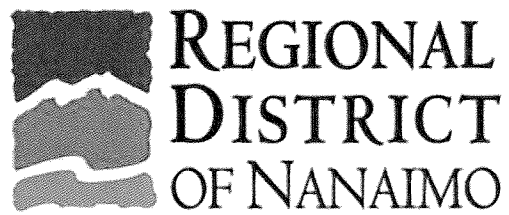


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# Water Conservation Plan



**Regional District of Nanaimo**



Prepared for the Regional District of Nanaimo  
by AquaVic Water Solutions Inc.

October 2013



### Regional Partnerships for Water Conservation

This plan was informed by the concurrent water conservation planning work carried out by the City of Nanaimo. This joint activity provided a broader view of water conservation objectives and approaches, which benefitted both organizations. The collaboration also supported the need to consider a broad regional context when developing water conservation strategies. As this plan moves forward it will be important to create opportunities to continue to work in regional partnership with all of the member municipalities in the development of water conservation strategies.



## Executive Summary

While water seems abundant on Vancouver Island, long dry summers put pressure on local water resources right when water demand is at its highest. The Regional District of Nanaimo (RDN) is committed to protecting drinking water supplies and water resources in the region, in part through the 2007 Drinking Water & Watershed Protection program (DWWP). One action within the DWWP is the creation of a water conservation plan. While the RDN began working with residents to conserve water as early as 1986, this document presents the first strategic water conservation plan for the Regional District of Nanaimo Water Service Areas.

The RDN operates eight Water Service Areas (WSAs), within which it supplies water to residents, businesses, and community sites such as parks and schools. The RDN aims to show leadership in the WSAs that it manages, while working closely with other water providers in the region and developing water conservation measures that benefit the region as a whole. This water conservation plan reports on the water use trends and goals for the WSAs, focusing on these areas that the RDN monitors and manages directly.

The largest WSA operated by the RDN is the Nanoose Bay Peninsula Water Service Area with just over 2,000 residential connections; the smallest is Decourcey Water Service Area with only 5 connections. The WSAs serve an estimated total population of 6,250 residents, with Nanoose Bay Peninsula and Englishman River WSAs still actively growing, and the other WSAs mostly developed. Population predictions for the region as a whole forecast a significant increase in water demand.

Most of the water supplied to the WSAs is delivered to residences. The average residential water use across the WSAs over the previous five years was 294 litres per person per day (l/p/d). This is significantly less than the average residential water use across British Columbia (353 l/p/d), and 20 litres higher than the average across Canada (274 l/p/d). Summer water use is more than double winter water use, indicating the significant impact of outdoor water use on residential demand. Average summer and winter residential water use has been decreasing across most of the WSAs since 2007, suggesting that residents are reducing the amount of water they use in the household and outdoors. Englishman River and Decourcey are the only two WSAs showing increasing summer water use per household, which may be due to larger, landscaped lots.

The amount of water used during the driest month of each year fluctuates significantly, as it is highly responsive to the amount of precipitation locally (i.e. when there is more precipitation, less outdoor watering is required). Summers are expected to become drier in the Nanaimo region as a result of climate change, which could lead to increasing outdoor water use during summer months when water demand is already at its highest.

Approximately one quarter of the water leaving the WSAs in 2011 was unmetered. This fraction is comprised of water that may be leaving the system through unmetered service connections (e.g. pump stations), during maintenance of the supply system (e.g. flushing water mains), and through minor leaks. Unmetered water use ranged from a low of 9% in Surfside and French Creek WSAs, to a high of 37% in Melrose Terrace WSA. The high proportion of unmetered water in Melrose Terrace is attributed partially to a continuous backwash treatment system serving the WSA.

In all WSAs the greatest reduction in water production can be achieved through residential conservation. Continued reductions in average water use by residential users will likely require additional conservation measures over time as the reductions from existing conservation measures

are realized. In the WSAs where there is significant water use by non-residential metered or unmetered uses (i.e. Nanoose Bay Peninsula, San Pareil and Melrose Terrace), reducing non-residential uses of water would also contribute to a significant reduction in water production over time.

Two ambitious targets have been set for water conservation across the eight WSAs:

1. **Reduce average residential water use by 33% between 2004 and 2018 (*Innovative Options and Opportunities for Sustainable Water Use, 2008*); and**
2. **Maintain maximum month water production at or below 2004 levels until 2018 (*RDN Water Conservation Plan, 2013*).**

The RDN has moved more than halfway towards the first target already, with a 20% reduction in average water use per household since 2004. This puts the RDN on track to meet the first target by 2018. The second target is recommended because summer is the most ecologically sensitive time of the year, and it is when water use is highest. Maintaining maximum water production at 2004 levels is a prudent target for reducing negative impact on local water resources.

This report has identified a number of measures to add to the suite of existing water conservation activities during the period of 2014 – 2016. These measures will continue progress towards the water use targets in the Water Service Areas, and support water conservation across the RDN as a whole. They include:

- (1) Run a “golden lawns” campaign;
- (2) Offer an outdoor water efficiency rebate;
- (3) Enhance water billing information;
- (4) Expand Team WaterSmart activities; and
- (5) Prepare Grey-water Guidelines.

For the successful implementation of this water conservation plan, this report recommends strengthening and continuing regional partnerships, focusing some activities on select Water Service Areas, additional monitoring of water use, and periodically reviewing water use trends and the water conservation plan.

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### **Please Note**

The information presented in this document was compiled for the purposes stated in this document, and with the understanding that each user accepts full responsibility for the use and application of the document and the information it contains. This document and the information it contains are intended only as a general guide. It is not intended to replace the services of experienced specialists where these services are warranted by specific circumstances.

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## 1. Introduction

Water is a finite resource, and it is critical for the health of all ecosystems and human communities. The Regional District of Nanaimo (RDN) recognizes the value of the region's natural water resources, and the need to ensure a continuing reliable and safe supply of water for all residents. While the RDN began working with residents to conserve water as early as the 1980's, this document presents the first strategic Water Conservation Plan for the Regional District of Nanaimo. As part of a broader water management program it provides the necessary information and framework to support successful long-term planning and implementation of water conservation initiatives. This plan focuses on the Water Service Areas (WSAs) managed by the RDN, while considering the broader RDN area and outlining actions that support water conservation throughout the region.

### Water Conservation in British Columbia

The provincial government of British Columbia has several programs and initiatives in place supporting water conservation. Most notably, *Living Water Smart: British Columbia's Water Plan (2008)* outlines provincial policies and positions that encourage the careful management of water across the province.

The BC Green Building Code Initiative also contributes to water conservation efforts in the province. It focuses on reducing the energy and water use of buildings by requiring energy and water efficient fixtures in new buildings.

*"Adapting to climate change and reducing our impact on the environment will be a condition for receiving provincial infrastructure funding".*

*"Fifty percent of new municipal water needs will be acquired through conservation by 2020".*

*"By 2020, water use in B.C. will be 33 percent more efficient".*

Excerpts from: *Living Water Smart: British Columbia's Water Plan (2008)*

Water in British Columbia is owned by the Crown on behalf of the residents of the province. Authority to divert and use surface water is obtained by a license or approval in accordance with the statutory requirements of the *Water Act* and the *Water Protection Act*, which are administered by the Water Stewardship Division of the Ministry of Environment. Groundwater extraction is not regulated in the Province of British Columbia.

### Water Conservation in the Regional District of Nanaimo

Water is recognized by residents of the RDN as a precious and vulnerable resource; citizens are interested in maintaining ecosystem values and ensuring that water supplies are safe and sufficient into the future. While water supply may seem abundant in the region, long dry summers put pressure on local water resources at the same time water use is at its highest. In public consultation meetings on water management held by the RDN in 2010, strong themes included the desire to ensure groundwater levels are not decreasing, maintain good water quality of both surface water and groundwater, and ensure aquatic ecosystems are not damaged by human water use.

*"We think of coastal BC as having an abundant, if not overabundant supply of water. However, trends in increasing population and changing climate mean that demands and pressures are also increasing and changing. The quantity and quality of our water resources are directly impacted by human activity including the amount we use on a daily basis."*

- Regional District of Nanaimo website

The RDN is committed to protecting both water supplies and water resources in the region. The RDN Drinking Water & Watershed Protection Program (DWWP) Action Plan was prepared by the Drinking Water-Watershed Protection Stewardship Committee in 2006/07 and includes a program on Water Use Management. The first action outlined in that program is the creation of water conservation plans for service areas operated by the RDN.

The RDN has had bylaws in place prohibiting the waste of water since 1986, and has introduced additional water conservation measures since then. In 2008 HB

Lanarc Consultants prepared a report for the RDN, *Innovative Options and Opportunities for Sustainable Water Use*, outlining possibilities for reducing high summer water use. This has helped guide the RDN's most recent water conservation activities.

Water conservation planning is being done in parallel with work to improve understanding of the natural constraints to water supply in the region. The development of regional water budgets has begun to create a picture of regional water supply and demand, while the Water Use Reporting Centre Tool, which is being piloted in 2013, will allow real-time online water use reporting. In 2010 the RDN consulted with local technical experts and the public to gather information on the local water resources, which has informed the work carried out in this report. Information gathered during the consultation process is summarized in the *Watershed Snapshot Report 2010*. The consultation included three community workshops and yielded community mapping and details on water related issues, concerns, threats, opportunities, information gaps and sources, and vulnerabilities.

### Water Suppliers

Depending on where they live, residents within the RDN may receive water from any of a number of suppliers, or they may provide their own water through domestic wells. There are over 200 organizations within the RDN that manage the treatment and delivery of potable water. These include municipalities, improvement districts, private water utilities and private water systems (systems that serve 2 or more connections or a public facility such as a restaurant). These water supply types are listed in Figure 1.1.

The RDN only manages water supply for the eight WSAs, serving a total population of about 6,250 residents. The RDN works collaboratively with the member municipalities to conserve water across the region. For example, all four municipalities take part in the Team WaterSmart initiative for region-wide outreach and education on water conservation and watershed protection, which was created under the RDN's Drinking Water and Watershed Protection program. Other joint initiatives with the member municipalities include the delivery of an Irrigation Industry Association of BC "Certified Irrigation Technician" course, a collaborative surface water monitoring program, joint education initiatives, and an irrigation system check-up program.

To support water conservation activities in other, non-municipal water supply systems in the region, the RDN also hosted a workshop in 2012 on water conservation planning for small water supply systems. Collaboration between the RDN and other water suppliers in the region will continue to be an important part of the RDN's regional water management efforts.

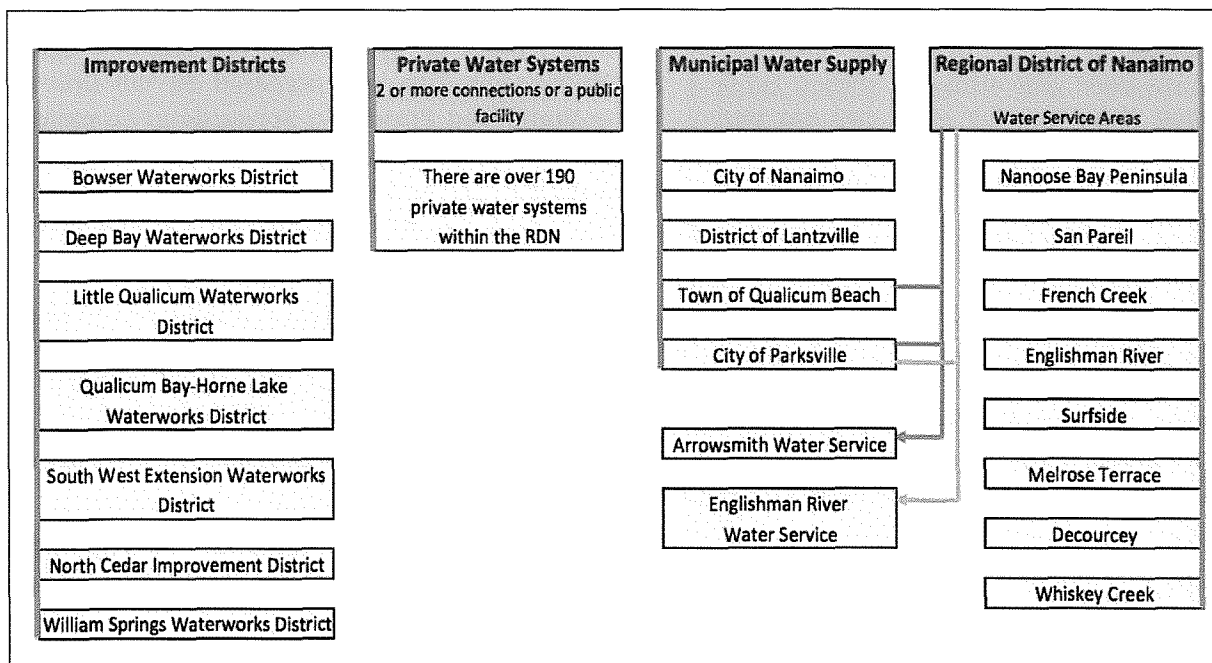


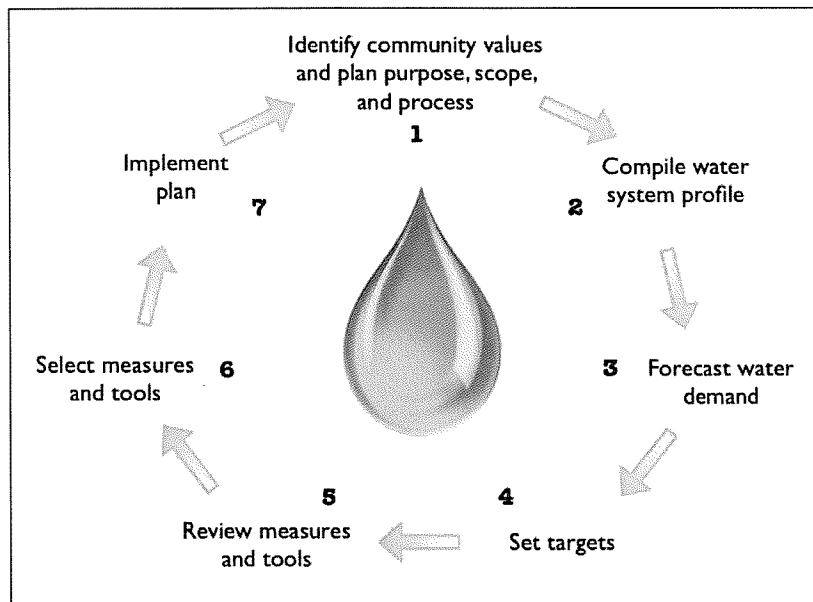
Figure 1.1. Water Supply Systems within the RDN

### Water Conservation Planning Framework

Water conservation planning is a cyclical process, requiring review and elaboration of plans as information becomes available, situations change, and conservation measures that have been implemented are evaluated for their success. Each time the planning process is carried out more detail can be added to the conservation plan as more information becomes available.

Both the *USEPA Water Conservation Plan Guidelines (1998)* and the *Water Conservation Planning Guide for British Columbia’s Communities (Wong et al. 2009)* from the University of Victoria’s POLIS Project have informed the planning framework used in the development of the RDN water conservation plan. The planning process outlined in the *Water Conservation Planning Guide for British Columbia’s Communities* is summarized in Figure 1.2 and is reflected by the outline of this document, which summarizes the progress that has been made by the RDN on each step of the planning process.



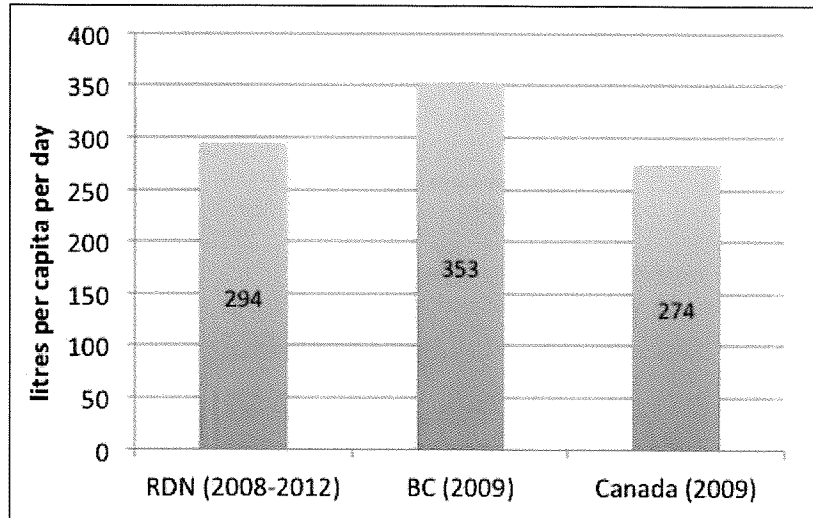


**Figure 1.2. Water Conservation Planning Process (after Wong et al. 2009)**

This plan also draws on principles of the Soft Path for Water – an approach described by Oliver Brandes of POLIS and David Brooks of Friends of the Earth Canada (2007). The planning approach focuses on providing water-related services, rather than supplying ever-increasing volumes of water. Acknowledging that human activities impact the natural environment, the RDN is committed to ensuring that limited resources are used wisely, protecting water resources today and for the future. To support this, the RDN has recently completed a conceptual water budget to increase understanding of regional water supply and demand. This conservation plan aims to encourage sustainable water use, decrease seasonal water deficits and protect the natural environment.

## 2. Profiles of Water Service Areas

Together the Water Service Areas (WSAs) operated by the RDN total just under 2,800 residential connections and serve an estimated total population of 6,250 people. The average residential water use across the WSAs over the previous five years was 294 litres per person per day. This is significantly less than the average residential water use reported across BC in 2009, and 20 litres higher than the average across Canada in 2009.



**Figure 2.1. Residential Water Use Comparison**

Source: BC and Canada - 2011 Municipal Water Use Report: Municipal Water Use 2009 Statistics (Environment Canada)

Seven of the RDN Water Service Areas are in the north end of the regional district, and one is in the south end (Figure 2.2). The largest Water Service Area is the Nanoose Bay Peninsula Water Service Area with just over 2,000 residential connections, and the smallest is Decourcey Water Service Area with only 5 connections. A brief description and map of each WSA is provided below. Section 3 of this document summarizes more information on water use trends in each WSA. Additional information on each WSA can be found on the RDN webpage for WaterSmart Communities, including well production information, water test results, annual reports, water system maps, and emergency response plans<sup>1</sup>.

<sup>1</sup> Regional District of Nanaimo, WaterSmart Communities website: <http://www.rdn.bc.ca/cms.asp?wpID=879>

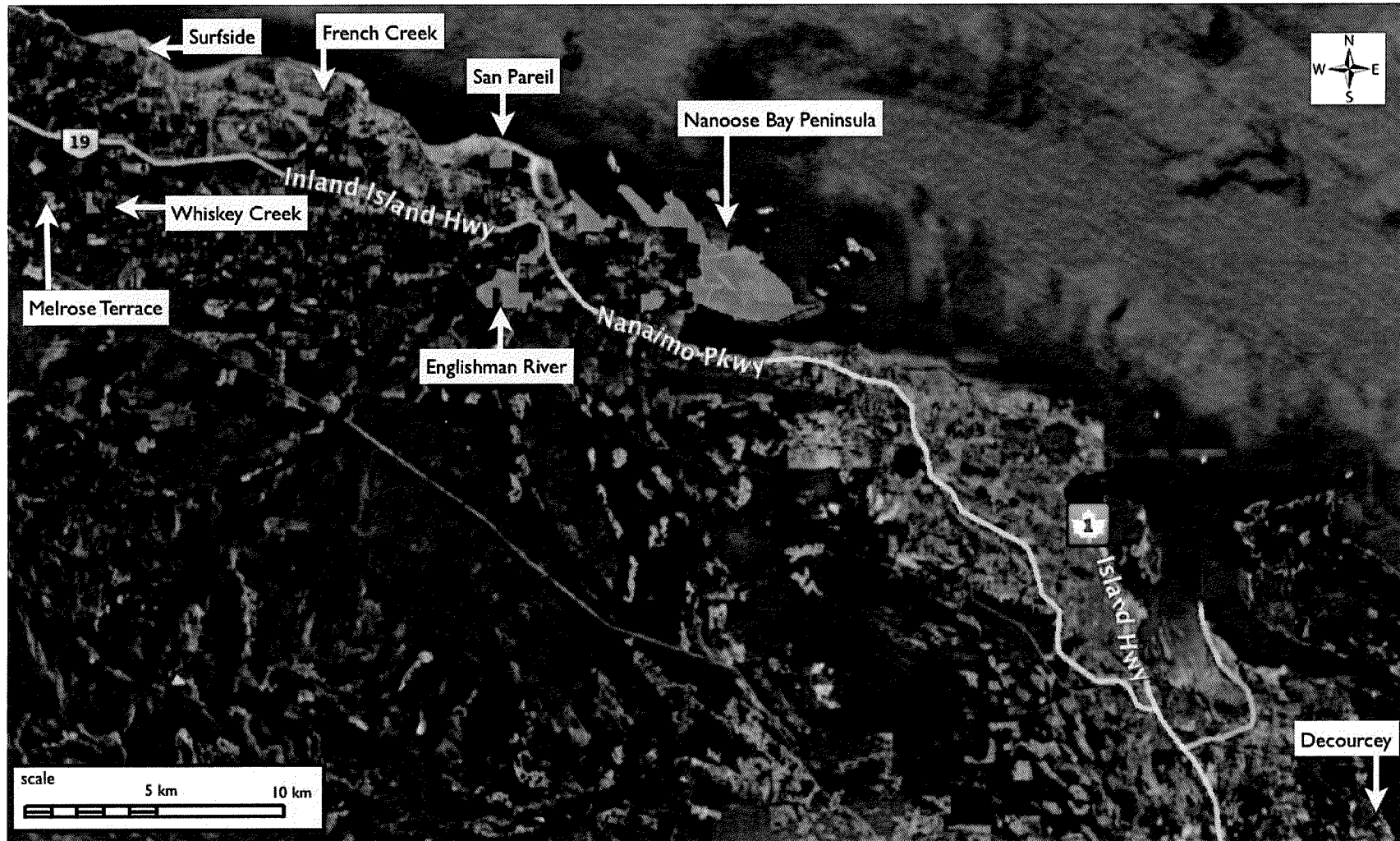


Figure 2.2. Water Service Areas in the RDN

## Nanoose Bay Peninsula Water Service Area

The Nanoose Bay Peninsula Water System is the largest Water Service Area operated by the RDN. It was established in 2005 by amalgamating the water service areas locally known as Madrona, Wall Beach, Driftwood, Nanoose (Beachcomber), Fairwinds, Arbutus Park, and West Bay, all of which existed as independent systems prior to amalgamation. The Nanoose Bay Peninsula Water System currently serves 2,026 single-family homes, 243 condo and mobile home units, 22 commercial customers, and 5 institutional customers including the Canadian Forces Base and Red Gap Elementary School. The Nanoose Bay Peninsula Water Service Area is partially developed, with significant additional residential and commercial development expected.

The water supply originates from eleven groundwater wells located in the area and is supplemented seasonally (as required) with water from the Englishman River through an agreement with the City of Parksville. The water supply is chlorinated and stored in seven reservoirs throughout Nanoose Bay. A new treatment plant filters water from the four wells in the Red Gap area to address aesthetic water quality concerns associated with elevated iron and manganese levels and the presence of ammonia, all of which are naturally occurring in the groundwater.

Over the past 5 years the average water use per single-family home in Nanoose Bay Peninsula during the winter (October through May) was 458 litres per day (L/day). In the summer (June through September) the average water use was 1210 L/day. This results in an average annual water use per household of 711 L/day. This water use is approximately 1% higher than the average across all RDN systems of 704 L/day per household over the same 5 years.

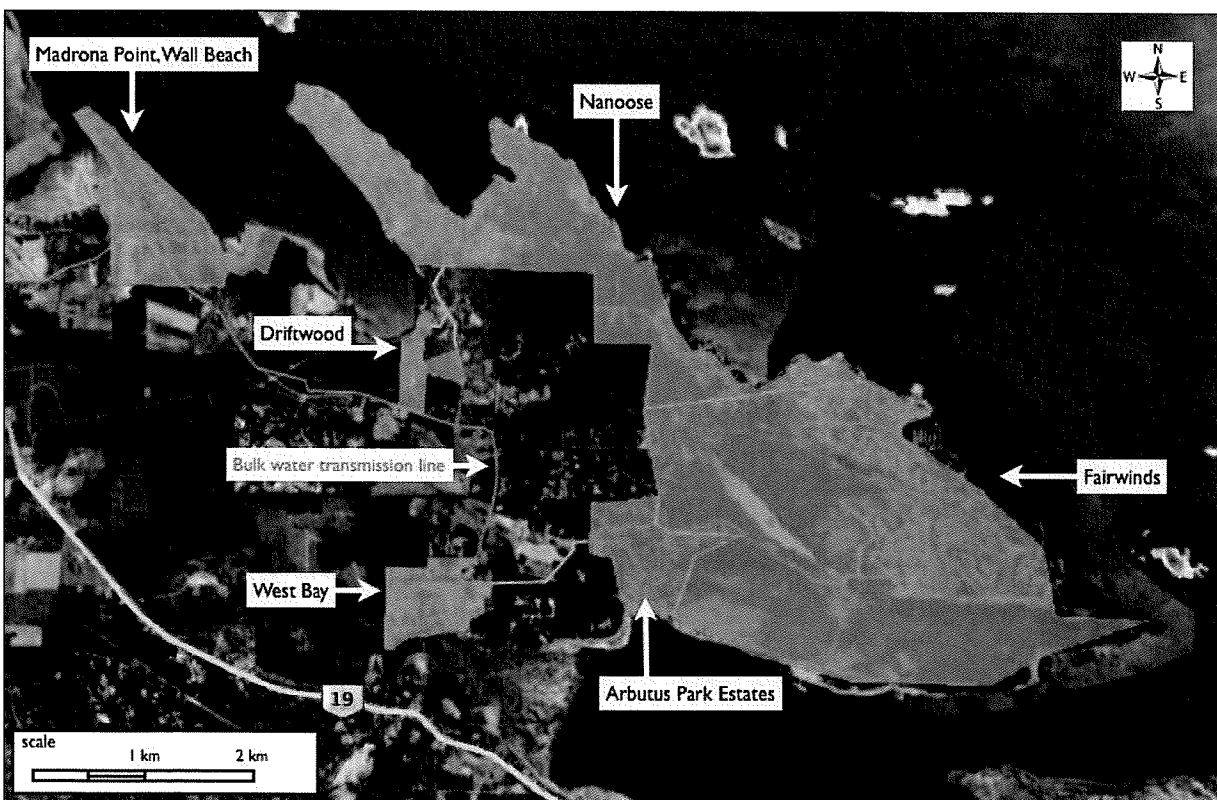


Figure 2.3. Nanoose Bay Peninsula Water Service Area

### San Pareil Water Service Area

The San Pareil Water Service Area was established in 1999 when the RDN acquired the existing Bubbling Springs Water Utility. This system is located to the northeast of the Englishman River bridge on the east side of the City of Parksville. There are 279 residential water service connections in San Pareil and the area is almost completely developed according to current zoning. Four groundwater wells located in the well field on Plummer Road serve the system; two of the wells are currently in use, and two are monitoring wells. The water source is chlorinated and stored in one reservoir. Water system upgrades have been approved by residents and the RDN Board. The improvements will upgrade the reservoir, some distribution piping and the pump house to provide flows that meet requirements for fire fighting purposes. Design and construction activity are underway with completion planned for 2014.

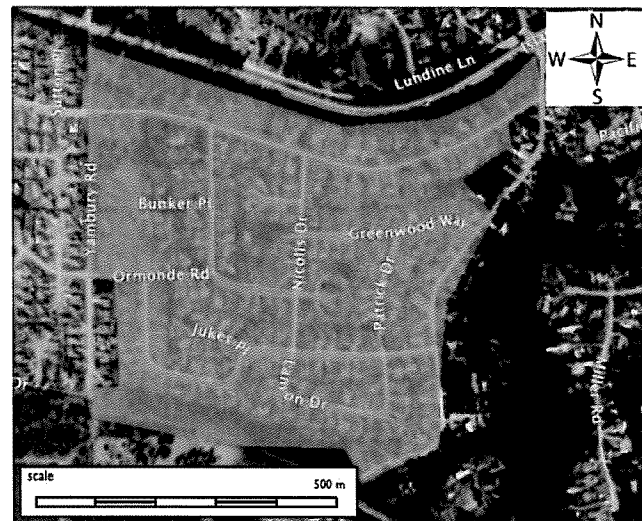


**Figure 2.4. San Pareil Water Service Area**

Over the past 5 years the average water use per single-family home in San Pareil during the winter (October through May) was 492 litres per day (L/day). In the summer (June through September) the average water use was 1016 L/day. Based on these figures, the average annual water use per household is 669 L/day. This water use is approximately 5% less than the RDN system average of 704 L/day per household over the same 5 years.

### French Creek Water Service Area

The French Creek Water Service Area was established in 1980 and comprises an area west of Drew Road and south of the Island Highway between the City of Parksville and the Town of Qualicum Beach. There are 237 residential water service connections in the French Creek Water System and the area is completely developed according to current zoning. Water is supplied from six groundwater wells nearby. Of the six production wells three are in use while the other three are not being used due to low production and/or high levels of iron and manganese. The water is chlorinated and stored in one reservoir. In the event of a



**Figure 2.5. French Creek Water Service Area**

power failure or water system emergency the Town of Qualicum Beach provides back-up water supply.

Over the past 5 years the average water use per single-family home in French Creek during the winter (October through May) was 500 litres per day (L/day). In the summer (June through September) the average water use was 1042 L/day. Based on these figures, the average annual water use per household is 683 L/day. This water use is approximately 3% less than the RDN system average of 704 L/day per household over the same 5 years.

### Englishman River Water Service Area

The Englishman River Water Service Area was established in 2003 and comprises an area near the southern boundary of the City of Parksville between the Island Highway and the Englishman River. There are currently 133 residential water service connections in the Englishman River Water Service Area, which is zoned for a total of 152 individual homes. Water is supplied from four groundwater wells located nearby. The water source is chlorinated and stored in one reservoir.

Over the past 5 years the average water use per single-family home in Englishman River during the winter (October through May) was 592 litres per day (L/day). In the summer (June through September) the average water use was 1858 L/day. Based on these figures, the average annual water use per household is 1019 L/day. This water use is approximately 45% greater than the RDN system average of 704 L/day per household over the same 5 years. Larger lot sizes with significant landscaped areas contribute to the higher water use seen in this WSA.

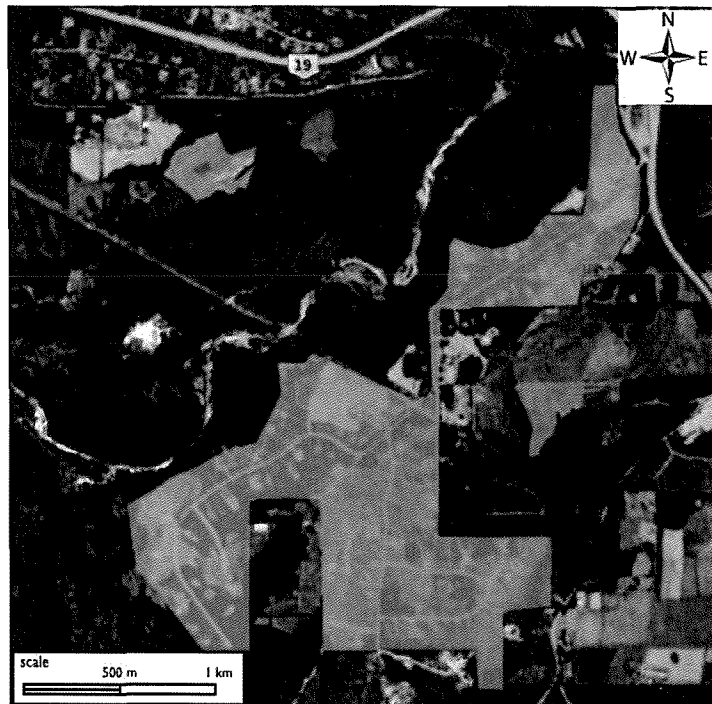
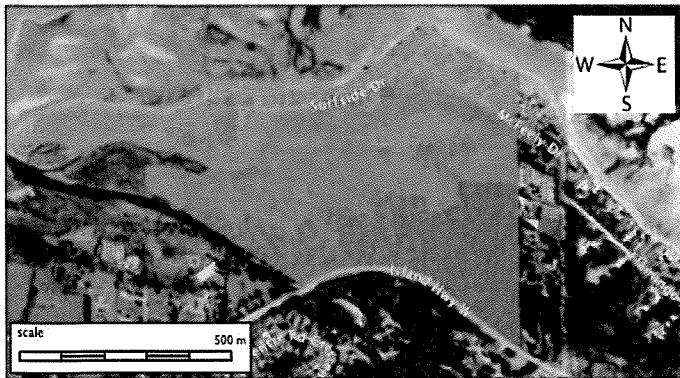


Figure 2.5. Englishman River Water Service Area

### Surfside Water Service Area

The Surfside Water Service Area was established in 1986 and comprises an area northwest of Qualicum Beach on Surfside Drive and part of McFeely Drive. There are 37 water service connections in the Surfside Water Service Area and the area is completely developed according to current zoning. Water is supplied from two groundwater wells located nearby, which show signs of potential saltwater intrusion. The water source is chlorinated and is not stored in a reservoir, but is pumped into the system on demand via two pressure tanks. A back-up generator is present at the pump house, should it be required.



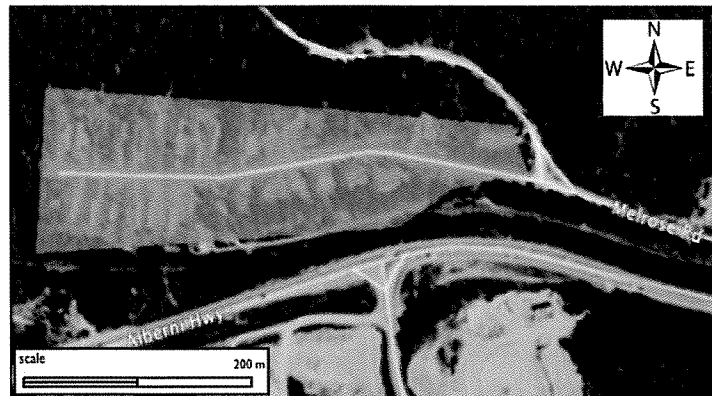
**Figure 2.6. Surfside Water Service Area**

Over the past 5 years the average water use per single-family home in Surfside during the winter (October through May) was 444 litres per day (L/day). In the summer (June through September) the average water use was 1400 L/day. Based on these figures, the average annual water use per household is 766 L/day. This water use is approximately 9% greater than the RDN system average of 704 L/day per household over the same 5 years.

### Melrose Terrace Water Service Area

The Melrose Terrace Water Service Area was established in April 2005 when the RDN acquired the existing Melrose Terrace Strata Plan VIS3747 water system. The water service area is comprised of 28 residential properties on Melrose Road located near the Alberni Highway, 8 km west of Coombs. The water service area is completely built-out according to current zoning. Water is supplied from one groundwater well located nearby. The water is hyper-chlorinated for treatment purposes and stored in a single reservoir. The water is then filtered through sand and charcoal filters before being re-chlorinated and entering the distribution system.

Over the past 4 years the average water use per single-family home in Melrose Terrace during the winter (October through May) was 454 litres per day (L/day). In the summer (June through September) the average water use was 630 L/day. Based on these figures, the average annual water use per household is 513 L/day. This water use is approximately 27% less than the RDN system average of 704 L/day per household over the past 5 years. The smaller lots sizes contribute to lower outdoor use, and the mobile homes may indicate smaller family sizes, contributing to the lower water use seen in this system.



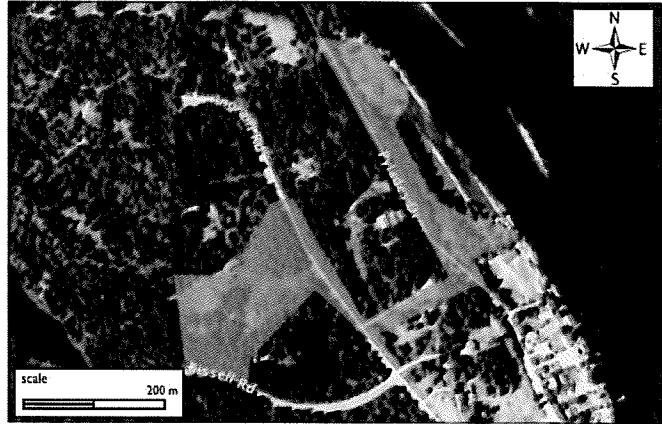
**Figure 2.7. Melrose Terrace Water Service Area**

### Decourcey Water Service Area

The Decourcey Water Service Area was established in 1998 in a rural area south of Nanaimo, and comprises two properties on Bissel Road and three properties on Pylades Drive. The area is completely built-out according to current zoning. The water source for the Decourcey Water Service Area comes from one groundwater well located nearby. The water source is manually chlorinated and stored in one reservoir. (The conductivity and chloride levels in the Decourcey water system are

generally increasing year to year. The well shows signs of saltwater intrusion and year-round water conservation is being encouraged in order to reduce or reverse the potential for saltwater intrusion.

Over the past 5 years the average water use per single-family home in Decourcey during the winter (October through May) was 362 litres per day (L/day). In the summer (June through September) the average water use was 1098 L/day. Based on these figures, the average annual water use per household is 610 L/day. This water use is approximately 13% less than the RDN system average of 704 L/day per household over the same 5 years. The Decourcey annual average is lower than the RDN average due to the low winter water use, reflecting seasonal occupation in this area (fewer residents through the winter).



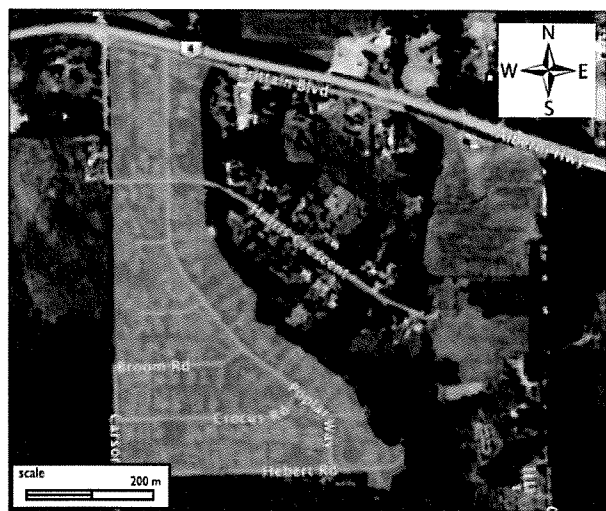
**Figure 2.8. Decourcey Water Service Area**

### Whiskey Creek Water Service Area

The Whiskey Creek Water District was acquired by the RDN in January 2011. It was constructed in the 1970s and initially operated by the subdivision developer, Westerlea Estates Ltd. The water system supplies the Westerlea Estates Subdivision, located eight kilometres southwest of Qualicum Beach on the south side of Highway 4. There are 123 residential lots connected to the water system and the area is completely built-out according to current zoning. Two licences allow water to be drawn from nearby Crocker Creek. The water supply is filtered, chlorinated, and stored in one reservoir. An emergency backup generator is available in the event of a power failure.

Information gathered from the previous water system operators indicates that several complaints and inquiries were received from the Whiskey Creek water service area in 2010, and were typically related to colour, and/or chlorine taste and odours in the water.

Residential water meters were installed in 2011. The average water use per single-family home in Whiskey Creek during the winter (October through May) was 340 litres per day (L/day). In the summer (June through September) the average water use was 590 L/day. Based on these figures, the average annual water use per household is 424 L/day. This water use is approximately 40% less than the RDN system average of 704 L/day per household over the last 5 years. Concerns regarding the cost of water once the RDN took over management of the system contributed to reduced water use in 2011.



**Figure 2.9. Whiskey Creek Water Service Area**



### 3. Water Use Forecasts

This section presents historical and projected trends for population and water use in the Regional District of Nanaimo.

#### Population Projections

The population of the RDN has increased steadily over the past thirty years (Figure 3.1). Within this time frame the average annual growth rate has ranged between approximately 0.6% and 4.9%.

Across the Water Service Areas (WSAs) the average annual increase in the number of residential connections between 2007 and 2011 was 1.7% (Table 3.1). New connections since 2007 have predominantly been in

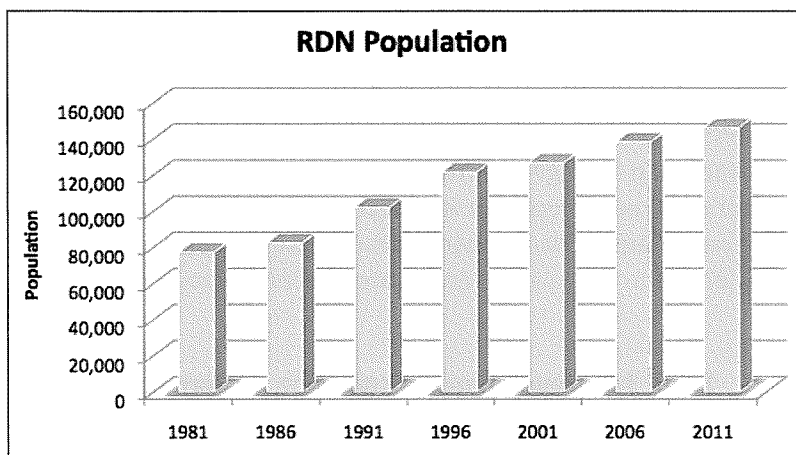


Figure 3.1. RDN Population 1981 to 2011

Nanoose Bay Peninsula and Englishman River; there is active development in these two water service areas with zoning for additional homes on currently undeveloped lots. The other WSAs have been almost fully developed according to zoning as of 2011. In these WSAs the number of service connections are expected to remain stable. Average population per single-family home in the RDN has decreased from 2.4 people per unit 25 years ago to approximately 2.3 people per unit today, and is expected to be 2.2 people per unit for future development in the RDN. Population in the fully-built WSAs is thus expected to remain at existing levels or see a slight decline.

Table 3.1. Residential Service Connections

Water Service Area	Residential Service Connections					Average Annual Increase (%)
	2007	2008	2009	2010	2011	
Nanoose Bay Peninsula*	1,874	1,899	1,926	1,975	2,014	1.8
San Pareil	276	276	277	278	279	0.3
French Creek	233	233	234	235	237	0.4
Englishman River	101	109	118	126	133	7.1
Surfside	38	38	37	37	37	- 0.7
Melrose Terrace	28	28	28	28	28	0
Decourcey	4	4	4	5	5	6.3
<b>Total Connections</b>	<b>2,554</b>	<b>2,587</b>	<b>2,624</b>	<b>2,684</b>	<b>2,733</b>	<b>1.7</b>

Note: \* Condos and mobile home park service connections are not included

The Urban Futures 2007 report *Population and Housing Change in the Nanaimo Region, 2006 to 2036* predicts a 60 percent increase in RDN population, from 144,317 residents in 2006 to 231,184 in 2036 (an average annual increase of 1.6%). This forecast aligns closely with the growth in connections in the Water Service Areas since 2007.

Koers and Associates Engineering Ltd. estimated residential, commercial, and institutional growth expected within the existing Nanoose Bay Peninsula Water Service Area in a draft Development Cost Charges study performed in 2012. This study forecast development according to zoning in the RDN Official Community Plan, and a summary is provided in Table 3.2. Overall population is expected to approximately double by 2045 with most residences being multi-family residences such as mobile homes and condos. Residential development is anticipated primarily in the Lakes District and the Schooner Cove areas. Over five times the current commercial space is planned by 2045, located in the Red Gap Village Centre, Schooner Cove Neighbourhood Centre and the Lakes District. Institutional redevelopment is expected for the Nanoose Bay Elementary School and the creation of a Lakehouse Centre. No industrial development is planned. The report notes that the 2% growth rate experienced in the water service area recently may be expected to continue until the area is built-out.

**Table 3.2. Development Projection for Nanoose Bay Peninsula Water Service Area**

Nanoose Bay Peninsula Water Service Area	2011	2031 projection		2046 projection (built-out)	
	units	units	% increase from 2011	units	% increase from 2011
Single family residences	2010	2785	39%	3177	58%
Multi-family residences	243	633	160%	1474	507%
Congregate care units	0	25	--	50	--
Commercial floor space (m <sup>2</sup> )	2900	12,025	315%	15,625	439%
Institutional floor space (m <sup>2</sup> )	6213	17,733	185%	17,733	185%
Population	5085	--	--	10,000	97%

As shown in Tables 3.1 and 3.2, population growth will not be evenly distributed across the RDN or the WSAs. Nanoose Bay Peninsula and Englishman River will experience increasing demands on their water supply systems while the other WSAs may maintain a steady number of connections. This means that annual water stress related to the natural seasonal variation in water supply (i.e. summer dry periods due to lack of recharge) will be largely compounded in areas of increased development while water stress may remain the same in other locations. The impact on groundwater resources of increased population in Nanoose will be mitigated by the use of surface water through the current agreement for supply from the City of Parksville and future supply via the Englishman River Water Service Joint Venture.

## Historical Water Production and Use

The RDN meters water flow throughout each WSA, including customer water connections, in order to monitor and evaluate system performance and bill for water use. The total amount of water that flows into a water system is referred to as the **water production** of the system – it includes all the water pumped from supply wells and any bulk water that is supplied from outside the system. This water that enters the system can then be divided into a number of **water uses**, which describe the final destination of the water as it leaves the system.

Most water leaving the RDN systems is residential water use – water that is delivered to residential customers. Water use data in the RDN is collected in two sets: single family residences and all other connections. **Single family residential water use** refers to water delivered to detached homes on single lots; these meters are read twice a year, at the end of May and the end of September. Data for all other connections is collected every quarter, at the end of March, June, September and December. These connections have been divided into four categories: **multi-family residential, commercial, institutional, and services**. Nanoose Bay Peninsula provides water to all of these types of uses. Englishman River and San Pareil each have one commercial connection and are otherwise residential. The remainder of the WSAs are exclusively residential.

**Types of Water Use**

**Single family residential** - water delivered to detached homes on single lots

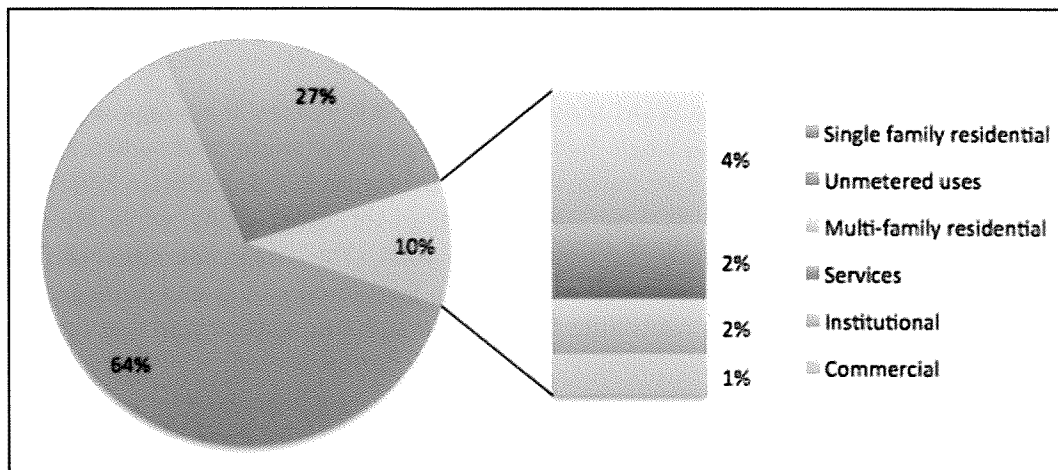
**Multi-family residential** - water delivered to other residences, including condos and mobile home parks

**Commercial** - water delivered to commercial customers, such as Fairwinds Golf Club and Quality Foods Plaza

**Institutional** - water delivered to institutions, such as Red Gap Elementary School and the Canadian Forces Base

**Services** - water used by public services including fire lines, pump stations, and irrigation for public landscaping

**Unmetered** - water that leaves the system without being metered, including water used to flush water mains, water theft through unauthorized connections, fire department use, and minor leaks.



**Figure 3.2. 2011 Water Use by Category Across All RDN Systems**

Note: Whiskey Creek not included, due to metering commencing midway through 2011

In addition to metered water uses, water may also leave the system unmetered – this is called **unmetered water use** and includes both authorized (e.g. maintenance flushing of water mains) and unauthorized (e.g. theft of water and minor leaks) uses of water. Data is not available to quantify these two components of unmetered water at this time.

### Current Water Use

Water use by all WSAs (with the exception of Whiskey Creek) in 2011 is shown in Figure 3.2 divided into the categories described above. The majority of water that entered the systems was delivered to single-family residential homes, 10% of all water was delivered to other metered users, and 27% of water leaving the system was unmetered. The proportion of water unmetered in each WSA is shown in Table 3.3. The large proportion of unmetered water use in San Pareil is attributed to a pumping station serving the system that uses water to cool the pumps. A continuous backwash treatment system in Melrose Terrace contributes to the high unmetered water use in that system.

**Table 3.3. Unmetered Water Use<sup>2</sup>**

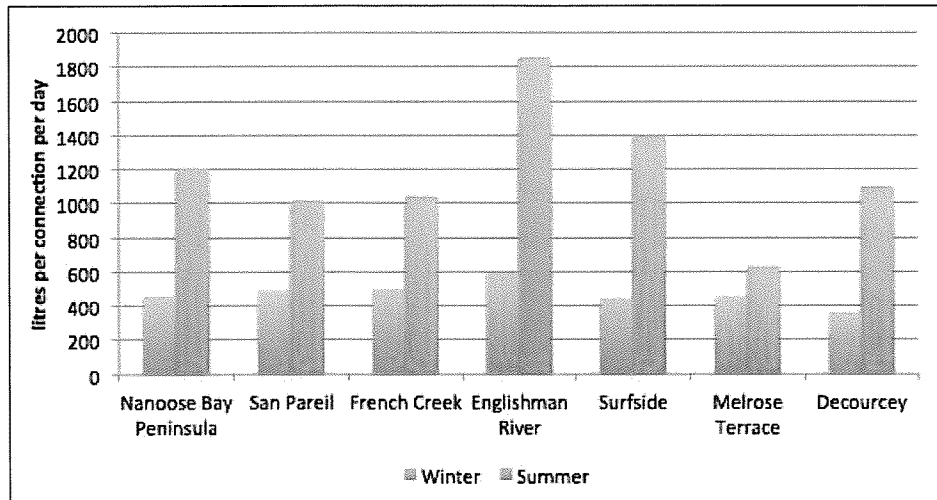
Water Service Area	% of 2011 Total Water Use Unmetered
Nanoose Bay Peninsula	28%
San Pareil	35%
French Creek	9%
Englishman River	19%
Surfside	9%
Melrose Terrace	37%
Decourcey	16%

Water audit studies performed in 2006 identified unaccounted water losses of 15% in Nanoose Bay Peninsula and 3% in French Creek. Repairs made in Nanoose since 2006 have resulted in leakage reduced to 9% in the Nanoose Bay Peninsula and negligible in Decourcey and Surfside. With relatively low leakage, the high volume of unmetered water use in 2011 may be primarily attributed to system maintenance such as flushing water mains, backwashing treatment systems, and water consuming pumping stations. Identifying and metering the primary system maintenance uses of water would assist in managing these components of water use and calculating system losses.

Comparing water use between the WSAs shows significant differences in average water use. Figure 3.3 shows the average water use by single-family residences in the winter and summer over the past five years for each WSA. Table 3.4 summarizes the data for Figure 3.3. Englishman River and Surfside stand out with significantly higher summer water use than the other WSAs, while Melrose Terrace has significantly lower summer use than any other WSA. The larger lot sizes with significant landscaping contribute to the high summer water use in Englishman River and Surfside. Conversely, the smaller lots in Melrose Terrace contribute to the lower summer water use in that system.

<sup>2</sup> Figures for Whiskey Creek are not included in this table because residential water meters were installed in the Whiskey Creek WSA part way through 2011.

The differences in winter water use are not as large, with Englishman River using the most water per connection and Decourcey using the least. Water conservation may be required in some service areas more than others to address high summer water use.



**Figure 3.3. Average Single-Family Water Use 2008 – 2012<sup>3</sup>**

Note: This figure does not include data for condos and mobile home parks in Nanoose Bay Peninsula

**Table 3.4. Average Single Family Water Use 2008 – 2012<sup>3</sup>**

Water Service Area	Average Single-Family Water Use (litres per connection per day)			Compared to RDN Annual Average
	Winter	Summer	Annual	
Nanoose Bay Peninsula	458	1210	711	+1%
San Pareil	492	1016	669	-5%
French Creek	500	1042	683	-3%
Englishman River	592	1858	1019	+45%
Surfside	444	1400	766	+9%
Melrose Terrace	454	630	513	-27%
Decourcey	362	1098	610	-13%

Note: 2008 – 2012 RDN annual average water use was 704 L/connection/day

<sup>3</sup> Figures for Whiskey Creek are not included in this table because residential water meters were installed in the Whiskey Creek WSA part way through 2011.

### Water Use Trends

The total production of all WSAs during the period of 2007 to 2011 and the division of this production into water use categories is shown in Figure 3.4. Annual water production has fluctuated between 1.0 and 1.1 million cubic metres of water over this period and does not show a strong trend. Water use in each category has also fluctuated without strong trends, while single family residential use was at a low in 2011 and other metered uses and unmetered water use were at a high for this time period.

Water production for each WSA (except Whiskey Creek, for which historical data is not available) is shown in Appendix A. Nanoose Bay Peninsula, Decourcey and Melrose Terrace have had relatively stable overall production, with Melrose Terrace

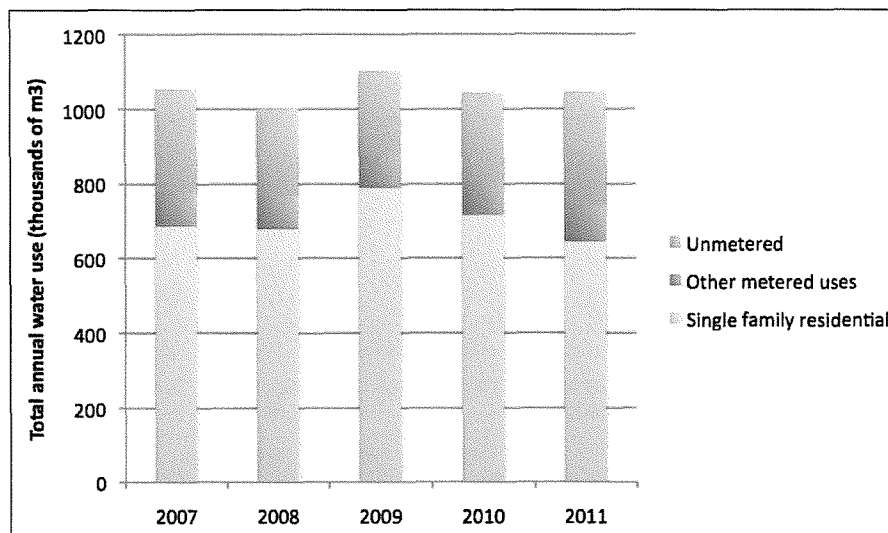
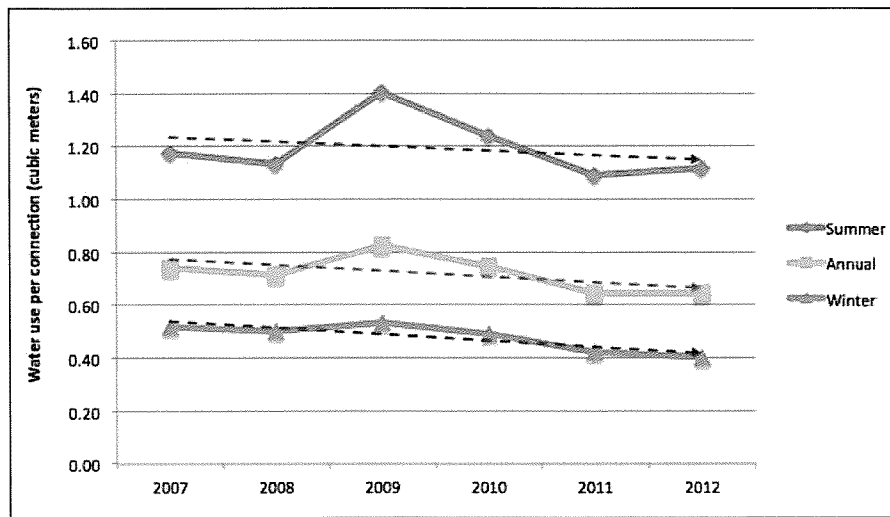


Figure 3.4. Water Use by Category Across All RDN Systems 2007 – 2011<sup>4</sup>

showing a decreasing trend over 2008 to 2011. French Creek had a significant reduction in production between 2005 and 2007, partly as a result of many residential connections being transferred to the Town of Qualicum Beach water supply system. Englishman River experienced a significant increase between 2005 and 2009 due to new homes built in the water service area. San Pareil has had significant fluctuation in annual system production, showing an overall decreasing trend. Surfside production spiked in 2006 and has since stabilized.

Figure 3.5 shows the average daily water use per single-family residential connection across all RDN service areas during the period of 2007 to 2012. The graph shows average annual water use in green, with a decreasing trend over the period. It also shows average use in winter and summer periods to separate the effects of outdoor water use in the summer (June through September) from the predominantly indoor water use in the longer winter period. The decreasing trends suggest that residents are reducing both the amount of water they use in the household and outdoors. Summer water use is more than double winter water use, showing the significant impact of outdoor water use on residential demand.

<sup>4</sup> Figures for Whiskey Creek are not included in this table because residential water meters were installed in the Whiskey Creek WSA part way through 2011.



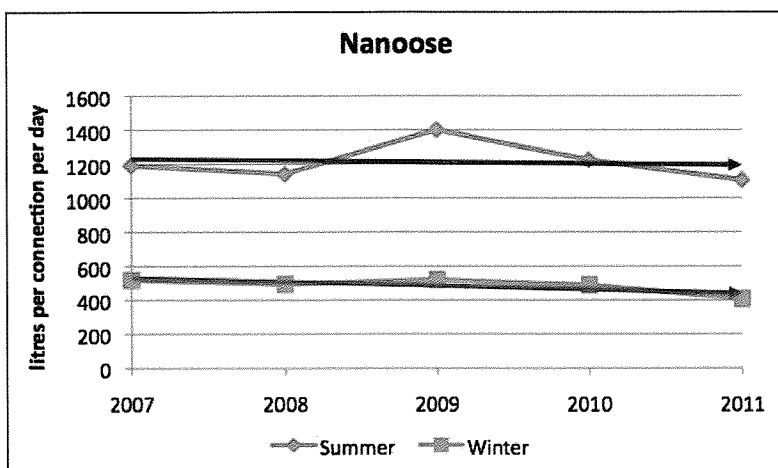
**Figure 3.5. Average Daily Residential Water Use Across All RDN Systems**

Note: -Whiskey Creek is represented in this graph starting in 2012. This figure does not include data for condos and mobile home parks

The trends in winter and summer water use also vary significantly between some WSAs. Figure 3.6 shows average winter and summer water use per single-family household in Nanoose Bay Peninsula over the period of 2007 to 2011. Corresponding charts for the other WSAs are shown in Appendix B.

All WSAs have experienced decreasing winter water use, with the exception of Decourcey. This indicates reduced indoor water use, which may be a result of more water efficient fixtures installed in homes, and of water conserving behavior.

Summer water use has increased in some water service areas, and decreased in others. Changes in summer water use indicate changes in outdoor water use behavior, such as water used for landscaping. San Pareil, French Creek and Melrose Terrace all experienced declines in average summer water use, while Nanoose Bay Peninsula summer use has remained relatively stable and



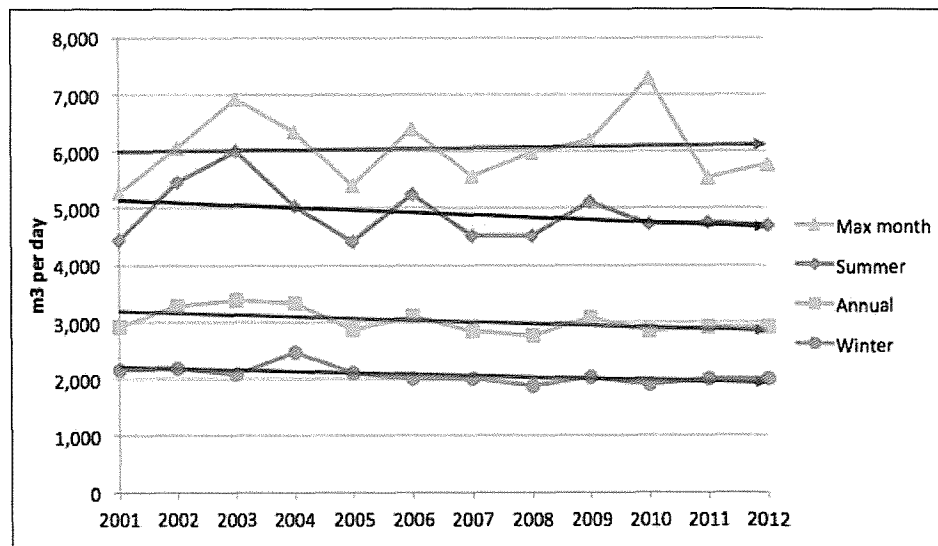
**Figure 3.6. Seasonal Residential Water Use in Nanoose Bay Peninsula**

Note: This figure does not include data for condos and mobile home parks

Englishman River and Decourcey have experienced increasing summer water use per household.

Melrose Terrace has very similar winter and summer water use, while all other systems have significantly higher water use in the summer than in the winter. This is due to the smaller lot sizes with minimal landscaping in Melrose Terrace.

Review of total system water production over a longer period of time shows how overall water use by the WSAs is changing. Changes in water production are partly due to changes in the population being served, and partly due to changes in water use behaviour by the population. Figure 3.7 illustrates the average daily water production across all WSAs for the period of 2001 to 2012. The graph shows a decrease in annual, winter, and summer water production, with significant fluctuations in summer water production. These declines in overall water production have been achieved even as the number of connections being served in the WSAs has increased.



**Figure 3.7. Average Daily Production Across All RDN Systems**

Figure 3.7 also displays the average daily system production during the month with the highest water use each year, referred to as *max month*, which is typically July or August. As with the summer trend, maximum month production fluctuates significantly, but it displays a slight increasing trend. Water production is more variable in the summer than in the winter due to outdoor water use, which is highly responsive to the amount of precipitation locally (i.e. when there is less precipitation, there is more outdoor water use). The spike in maximum-month production in 2010 corresponds to the month with the lowest precipitation on record over the period of 2001 to 2012. Summers are expected to become drier in the Nanaimo Region as a result of climate change, which could lead to increasing outdoor water use during summer months when water demand is already at its highest.

## Water Use Projections

The information on historical usage may be used as a guide to water use in the future. In each Water Service Area (WSA) water use is predominantly influenced by two factors: the number of service connections and the average water use per connection.

### Number of Connections

The number of connections in all service areas combined has increased at an average rate of 1.7% within recent years. Future growth in the number of connections will be influenced by several factors including trends in the RDN population as a whole, demographic factors such as the aging of the population, and zoning for development in each of the WSAs. Under current zoning all WSAs are fully



built except for Nanoose Bay Peninsula and Englishman River. The projections in this plan are based on the current zoning, and assume that no additional connections will be added in the WSAs that are fully-built. Englishman River is zoned for an additional 17 residential connections. Nanoose Bay Peninsula is zoned for development that anticipates the population to double between 2011 and 2046, from 5085 to 10,000 people. Zoning provides for an additional 1167 single-family residences, 1231 multi-family units, more than five times the current commercial development, and additional institutional development, as detailed in Table 3.2. The planned development in these two WSAs is incorporated in the future water use projections.

### Water Use per Connection

Water use per connection across the WSAs has decreased over the past 5 years. Since 2007 annual residential water use per connection has decreased by over 2.5% per year on average, while summer residential water use per connection has decreased on average by 1% per year. These reductions indicate that reductions in water use have primarily occurred inside the home, and may be a result of both improved water efficiency of fixtures inside the home and more water conscious behaviour by residents with greater water conservation awareness.

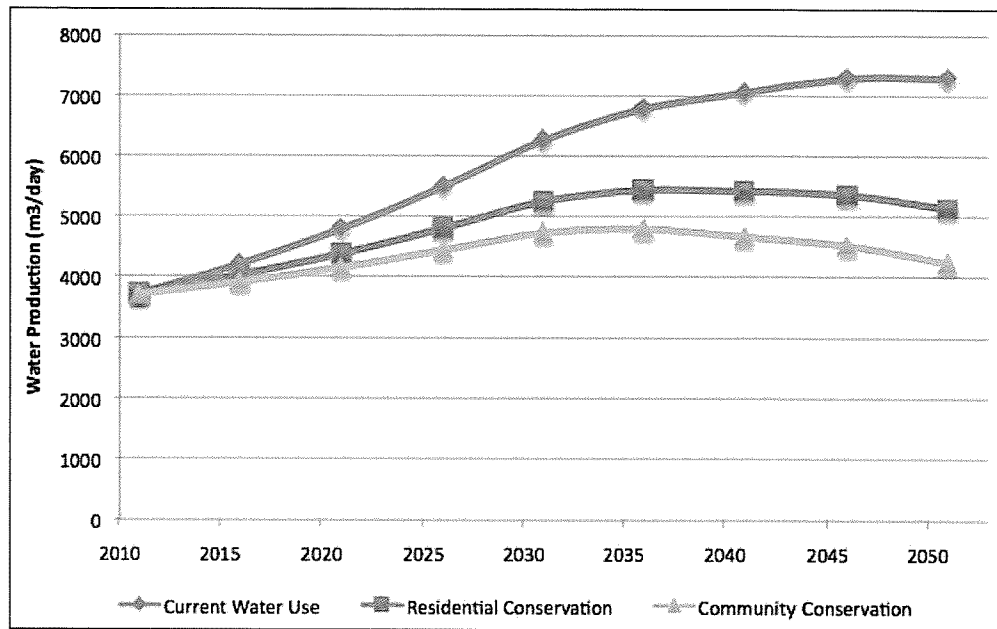
Future water use per connection will be influenced both by water conservation measures that encourage further reductions in water use and by changes in climate. Hotter summers with longer dry periods are expected for this region, which may increase summer water use. Projections include scenarios for both constant water use per connection and for a continuing reduction in average water use per connection. A reduction in summer water use of 1% per year for the conservation scenarios was selected to reflect the average reduction achieved across the RDN between 2007 and 2011.

Projections for future water use to 2051 according to three scenarios are shown for each WSA in Figure 3.8 and Appendix C. The projections show **average daily summer production**, indicating the average volume of water that the system would be required to supply daily throughout the peak water use season. Maximum month production per day has historically been 11% to 54% higher than average summer production, so a significantly higher volume of water than shown in the projections is expected to be required during the peak month of each summer. The three future water use scenarios shown for each Water Service Area are:

- **Current Water Use** – average residential water use, other metered water uses and unmetered water remain at 2011 values
- **Residential Conservation** – average residential water use is reduced at 1% per year while other metered water uses and unmetered water remain at 2011 values
- **Community Conservation** – average residential water use, other metered uses and unmetered water are reduced at 1% per year

Figure 3.8 shows the future water use scenarios for the Nanoose Bay Peninsula Water Service Area. Development is expected to continue in the service area until 2046, which is reflected in the increasing water production across all scenarios. Production in the Current Water Use scenario increases until parcels are developed to full current zoning potential in 2046, while the Residential Conservation and Community Conservation scenarios peak in 2036 due to reductions in average water use per connection. Peak average production is 7300 m<sup>3</sup>/day under the Current Water Use scenario, 5450 m<sup>3</sup>/day under Residential Conservation, and 4800 m<sup>3</sup>/day under Community

Conservation. These represent increases of 97%, 47% and 30% respectively from the 2011 summer average production of 3700 m<sup>3</sup>/day. Data for the Nanoose Bay Peninsula projection in Figure 3.8 is provided in Appendix D.



**Figure 3.8. Projected Average Daily Summer Water Production for Nanoose Bay Peninsula**

Projections for the other WSA, with the exception of Englishman River, show steady water use for the Current Water Use scenario, given that they are fully-built and no additional service connections are planned. Englishman River is expected to experience a continued increase in water demand as additional residences are built and then a levelling-off or reduction in water demand. The difference in water production between the Residential Conservation and Community Conservation scenarios depends on the proportion of unmetered water leaving each system (Table 3.3). The proportion of water use that was unmetered in the summer of 2011 has been used for the projections.

Reductions in average water use will require continued conservation measures. Particular emphasis should be placed on the WSAs where there is significant water use by non-residential metered or unmetered uses (i.e. Nanoose Bay Peninsula, San Pareil and Melrose Terrace). Addressing these gaps and encouraging wise water use by all residents will contribute to significant reductions in water production and support the overall protection of water resources.

## 4. Conservation Goals and Targets

Water conservation **goals** outline the benefits that a community would like to realize from water conservation. Water conservation **targets** are specific objectives for water conservation that help to ensure the desired benefits are achieved.

### Water Conservation Goals

Benefits from water conservation may be divided into three categories: protecting the natural environment; reducing water supply costs; and improving water supply. Goals for water conservation in the RDN are listed in Table 4.1.

**Table 4.1. Water Conservation Goals**

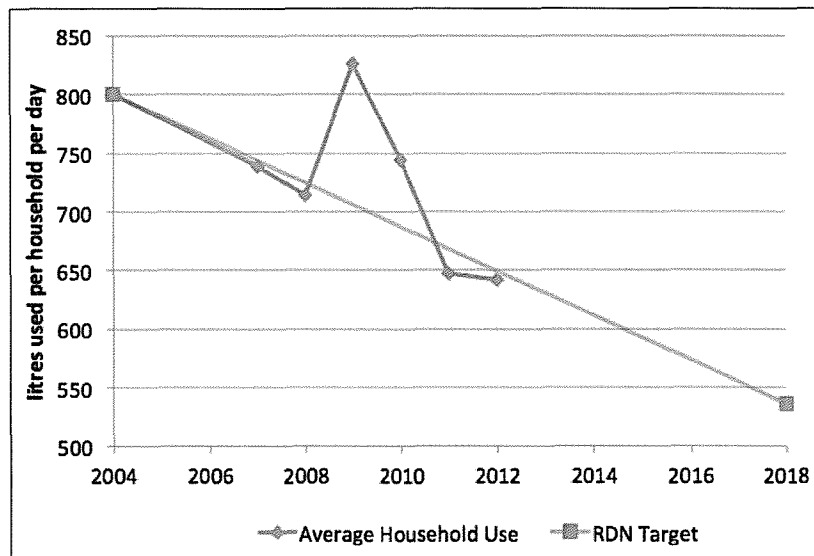
<b>Protect the natural environment</b>
1. Protect and preserve natural water resources.
2. Reduce the amount of greenhouse gases (GHG) that are produced when treating and moving water and wastewater.
<b>Reduce water supply costs</b>
3. Eliminate, reduce, or postpone the costs of new infrastructure, including water wells, reservoirs, treatment facilities, pumping stations and pipelines.
4. Lower variable operating costs, for example energy and water treatment costs.
<b>Improve water supply</b>
5. Improve ability to provide water services with water of appropriate quality and quantity to meet customer needs.
6. Improve drought and emergency preparedness.

### Water Conservation Targets

Setting targets that are in line with the goals in Table 4.1 requires knowledge of the capacity and characteristics of the water supply sources and delivery systems. Conceptual water budgets for each of the watersheds in the RDN have recently been completed, which inform the selection of targets related to the water supply source. Two targets to minimize strain on local water resources are recommended:

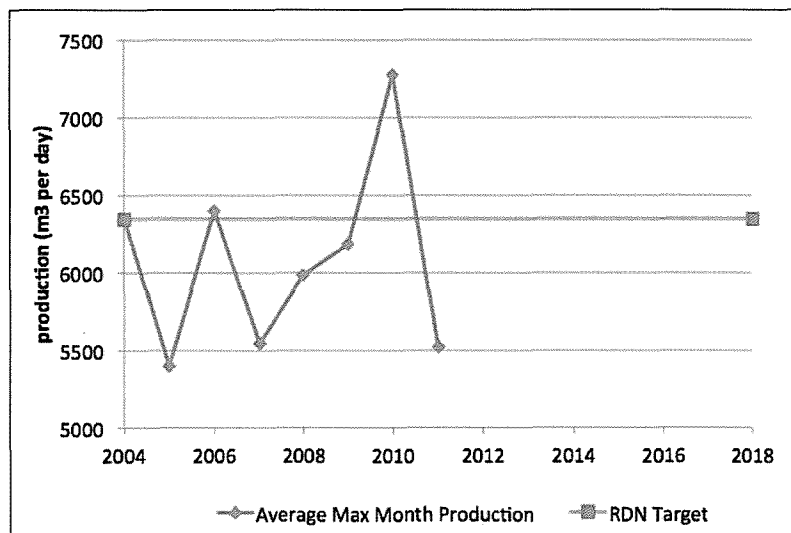
1. **Reduce average residential water use by 33% between 2004 and 2018 (*Innovative Options and Opportunities for Sustainable Water Use, 2008*); and**
2. **Maintain maximum month water production at or below 2004 levels until 2018 (*RDN Water Conservation Plan, 2013*).**

The 2008 *Innovative Options and Opportunities for Sustainable Water Use* report recommended the target of 33% reduction in average residential use, from 800 litres per day in 2004 to 536 litres per day in 2018. This target was selected to keep overall water use across the RDN steady even with the 49% population increase that is forecast between 2004 and 2030. The RDN has moved more than halfway towards this target already, with a 20% reduction in average water use per household since 2004. As shown in Figure 4.1, the RDN is on track to meet the target of 33% reduction by 2018.



**Figure 4.1. Residential Water Use Target**

A second target is recommended for the total amount of water that is withdrawn from the environment during the summer months. Summer is the most ecologically sensitive time of the year, and it is also when water use is highest. This report recommends a short-term target of maintaining maximum month water production at or below 2004 levels until 2018 (Figure 4.2).



**Figure 4.2. Maximum Month Production Target**

Maximum month water production is highly variable, and very responsive to the amount of precipitation in the month. As increasingly dry summers are anticipated for the region, it may be a challenge to reduce maximum month peaks, such as that experienced in the summer of 2010. Measures focused on outdoor water use will be necessary.

## 5. Water Conservation Measures

This section of the plan outlines some current and potential conservation measures for the RDN.

### Current Water Conservation Measures

The RDN has implemented numerous water conservation measures in the Water Service Areas (WSAs), with bylaws prohibiting wastage of water introduced as early as 1986. The RDN has introduced water conservation measures across all of the WSAs that they manage, and also undertaken water conservation activities across the broader region, such as Team WaterSmart outreach. Table 5.1 shows the water conservation measures carried out by the RDN and the year that they were introduced.

### Potential Conservation Measures

There are many types of measures that can be used to encourage water use reductions, including those referenced by the US Environmental Protection Agency (USEPA). The USEPA Water Conservation Plan Guidelines are organized into three levels as shown in Table 5.1. Level 1 measures are broadly considered the easiest to implement, and Level 3 measures are generally applied in larger water systems. Other measures have been identified through public interaction, including:

#### 1. Innovative Options Report

The *Innovative Options and Opportunities for Sustainable Water Use* report (2008) prepared for the RDN by HB Lanarc Consultants provides detailed recommendations for a number of conservation measures, emphasizing the need to reduce peak summer water use. Conservation measures that the report identified as priorities, and actions that the RDN has since taken on these recommendations, are listed in Appendix E.

As described in the report, the basic principles that guide water conservation in the RDN are:

- Use less water through demand side management; and
- Develop alternate water supplies through rainwater harvesting and water reuse.

#### 2. Suggestions From Residents

The water conservation priorities identified in the Innovative Options report were reinforced during consultation with RDN residents in 2010 during the preparation of the RDN *Watershed Snapshot Report 2010*. During that consultation residents provided the following recommendations regarding water conservation:

1. Continue water conservation outreach activities;
2. Develop and implement a strategy for rainwater reuse;
3. Provide school education programs; and
4. Provide incentives for water conservation practices, both indoor and outdoor.

Community water conservation workshops hosted by the RDN and the City of Nanaimo in April 2013 also generated ideas specific to water conservation measures that would be appropriate for the RDN.

Table 5.1. Current RDN Water Conservation Measures

Title of Measure	Description of RDN Measure	Year Implemented
<b>USEPA LEVEL 1 MEASURES</b>		
<b>Universal Metering</b>		
Source-water metering	Metering production wells	
Service-connection metering	Universal metering	1990
<b>Water Accounting &amp; Loss Control</b>		
Repair known leaks (residential)	Refund part of water bill when leak is repaired	2006
System audit	Water system loss review	2006
Leak detection & repair strategy	Letters notify high users of their high water use	2007
Water Use Reporting Centre Tool	Online real-time reporting of water use	Pilot – 2013 Full - 2014
Water Budgets	Region-wide water resource inventory	2013
Agricultural Water Demand Model	Estimate of agricultural water demand	2012
<b>Costing &amp; Pricing</b>		
Advanced pricing methods	Inclining block rates (increasing water rates with increasing use)	2007
<b>Information &amp; Education</b>		
Information available	Website with conservation tips; fridge magnets showing watering days, newsletters, RDN publication	Ongoing
School program	In-school programs, lectures	2006
Public education program	Team WaterSmart	2005
Workshops	Free WaterWise workshops on gardening, rainwater harvesting, and greywater re-use	2006
Technical advisory committee	Drinking Water – Watershed Protection Stewardship Committee	2009
<b>USEPA LEVEL 2 MEASURES</b>		
<b>Customer Water Use Audits</b>		
Outdoor water use audits	Free irrigation system audits	2010
<b>Outdoor Efficiency</b>		
Irrigation management	Watering day patrols	2003
<b>USEPA LEVEL 3 MEASURES</b>		
<b>Replacements &amp; Promotions</b>		
Promotion of new technologies	Low flush toilet rebates* & promotional materials	2010
	Rainwater Harvesting Incentive program	Pilot - 2011 Full - 2012
<b>Water-Use Regulation</b>		
Water-use standards & regulations	Bylaws prohibiting wastage	1986
	Seasonal watering restrictions	2003

Note: \* The toilet rebate program is currently under review after over 1200 rebates

## 6. Priority Measures 2014 - 2016

This report has identified a number of measures to add to the suite of existing water conservation activities during the period of 2014 – 2016. These measures will continue progress towards the water use targets in the Water Service Areas, and support water conservation across the RDN as a whole. The selection of measures has been made in consideration of the commitment under the Drinking Water & Watershed Protection Program (DWWP) to protect drinking water supplies and water resources throughout the region. These measures allow the RDN to make strides on water conservation within the WSAs that it manages while supporting conservation efforts across the RDN. Priority water conservation measures for 2014 – 2016 are described below.

### Conservation Measures

#### 1. Run a “golden lawns” campaign

Run a “golden lawns” campaign, providing lawn signs for homeowners to put on their lawn that communicate the environmental benefits of conserving water by not watering lawns, allowing them to go “golden” during the summer. This campaign may be carried out in collaboration with the City of Nanaimo and other water providers, local habitat and conservation groups, and in conjunction with the Team WaterSmart residential irrigation audits.

#### Priority Measures 2014 - 2016

- (1) Run a “golden lawns” campaign
- (2) Offer an outdoor water efficiency rebate
- (3) Enhance water billing information
- (4) Expand Team WaterSmart activities
- (5) Prepare Grey-water Guidelines

#### 2. Offer an outdoor water efficiency rebate

Develop a rebate program aimed at improving household water efficiency related to outdoor water use (e.g. smart-irrigation technology). Eligibility for rebates associated with the purchase of hardware (i.e. monitoring devices) will require system installation by a certified irrigation technician.

#### 3. Enhance water billing information

Develop a more informative and visual water bill for both online and paper billing. Bills will show information such as trends in household water use and a comparison with average water use in the community. In parallel with this, online tools for residents to monitor and track their water use may be created.

#### 4. Expand Team WaterSmart activities

Team WaterSmart undertakes a host of popular educational outreach activities around water conservation as part of the Drinking Water and Watershed Protection Program. It is recommended that the activities of Team WaterSmart be expanded to include:

- Support School District 68 to host a competition between high schools to create demonstration water-efficient sites on school grounds;
- Host workshops at schools and organize field trips to the City water reservoir;
- Expand the popular residential irrigation check-up campaign;

- Host a tour of grey-water systems;
- Host an event with a celebrity gardener at a water efficient demonstration site; and
- Prepare a simple indoor water conservation kit that includes a water efficient faucet and a showerhead.

#### **5. Prepare Grey-Water Guidelines**

As part of the Green Building Series of guidebooks being prepared by the RDN, it is recommended that a guidebook on the design and installation of grey-water systems be created in partnership with the RDN Sustainability Department. The successful *Rainwater Harvesting: Best Practices Guidebook* promotes the use of rainwater harvesting and provides region-specific information needed to design and install a rainwater system. A similar guidebook for grey-water systems will support residents to reduce their water consumption through the installation of grey-water systems in their homes.



## 7. Implementation Strategy

The measures described in this strategy are recommended for implementation over the years 2014 to 2016. Regional District of Nanaimo staff will prepare detailed plans and budgets for the individual measures. The RDN's commitment to protecting water resources throughout the region will guide the implementation of the measures. Taking a holistic view of the pressures on our shared water resources, the RDN will aim to show leadership in the Water Service Areas that it manages, while working closely with other water providers in the region and developing water conservation measures that benefit the region as a whole.

For the successful implementation of the plan, this report recommends that partnerships be strengthened and continued, some activities focus on select Water Service Areas, additional water use monitoring be undertaken, and the plan be periodically reviewed. Each of these elements of the implementation strategy is briefly described below.

### **Continue to Build Regional Partnerships**

Partnerships with water suppliers and individuals in the region have been initiated and strengthened during the preparation of this water conservation strategy. These partnerships have helped to identify opportunities for water conservation that are specific for the RDN, and they will be important for carrying out the activities. The City of Nanaimo is currently reviewing its water conservation strategy, and the City and the RDN have identified activities that may be undertaken together. This is an important partnership, and the RDN will continue to work with the City of Nanaimo and other water providers to identify select activities that can be delivered in partnership. This report recommends that the RDN communicate and work with partners wherever possible while putting the new water conservation measures into practice and during future reviews of the water conservation strategy.

### **Focus on Priority Areas**

Some activities may be focused or promoted more in specific areas within the RDN or RDN WSAs where summer water use is highest and/or on an increasing trend (i.e. Nanoose Bay Peninsula; Englishman River; Surfside; and Decourcey Water Service Areas), and areas with significant unmetered non-residential water use (i.e. Nanoose Bay Peninsula; San Pareil, and Melrose Terrace). Dependant on the geographic location of priority areas, activities may be undertaken by the RDN, municipalities or other water providers. Where suitable, the RDN may seek to deliver activities in partnership with these groups.

### **Additional WSA Monitoring**

The RDN meters all residential and commercial connections in WSA systems, as well as the water produced by wells, bulk water brought into the system, water leaving reservoirs, and flow at other points in the water distribution system. Some targeted expansion of monitoring will provide valuable information for the management of water use and the water supply systems. The following additional monitoring is recommended:

#### **1. Peak-day production**

Identifying production peaks is critical for assessing the demand on the system, determining the sufficiency of system components, and setting targets for peak production. Monitoring daily water production will allow the identification of peak-day production volumes.

**2. System water use**

Metering system water uses that are known to use significant amounts of water (e.g. maintenance activities and the Melrose Terrace treatment plant) will assist in managing this significant component of water use.

**3. Categories of non-residential water use**

Information on how much water is being used by the various non-residential water users, their seasonality, and their trends over time will help target reductions in non-residential water use. Currently all non-residential metered water use in the WSAs is calculated as “commercial”, while it includes commercial, institutional, multi-family dwellings, and municipal services. Tracking these components of non-residential water use discretely will allow trends in non-residential water use to be identified.

<p><b>Additional Water Service Area Monitoring</b></p> <p>(1) Peak-day production</p> <p>(2) System water use</p> <p>(3) Categories of non-residential water use</p>
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**Plan Review**

Successful water conservation programming requires regular review to ensure it is having the desired effect and to respond to changing conditions. Table 7.1 presents the schedule for reviewing and updating the RDN water conservation plan. The first review is scheduled for 2016, which will provide for an examination of water use trends sufficiently in advance of 2018 to allow for any adjustments to the plan that are necessary to meet the conservation targets for 2018. In 2018 new medium-term targets will be set, and the plan will then be reviewed every four years.

**Table 7.1. Water Conservation Plan Review Schedule**

Date	Actions
2016	<ul style="list-style-type: none"> <li>Review water conservation targets</li> <li>Review water use trends and update forecasts</li> <li>Review conservation measures and select additional measures if needed</li> </ul>
2018	<ul style="list-style-type: none"> <li>Set new medium-term conservation targets</li> <li>Review water use trends and update forecasts</li> <li>Review and update profiles of water systems</li> <li>Review conservation measures and select additional measures if needed</li> <li>Consult with residents on targets and measures</li> </ul>
2022 and every 4 years	<ul style="list-style-type: none"> <li>Review water use trends and update forecasts</li> <li>Review conservation measures and select additional measures if needed</li> <li>Review and update profiles of water systems</li> <li>Consult with residents on targets and measures</li> </ul>

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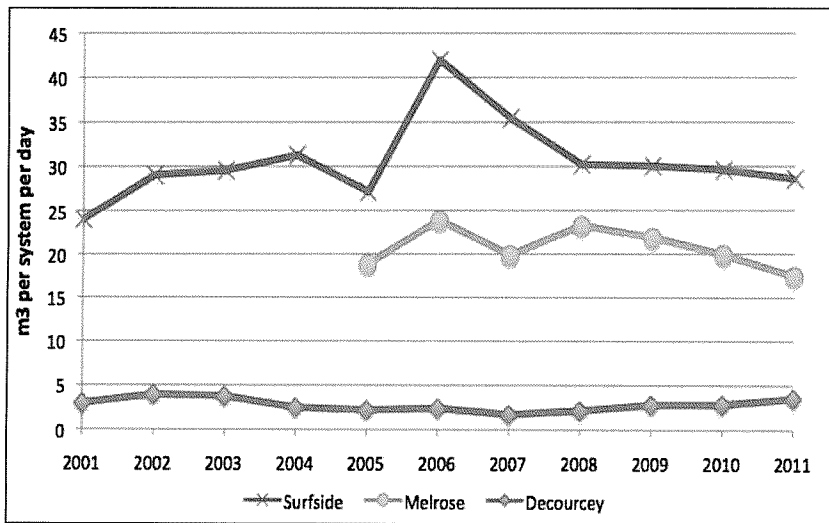
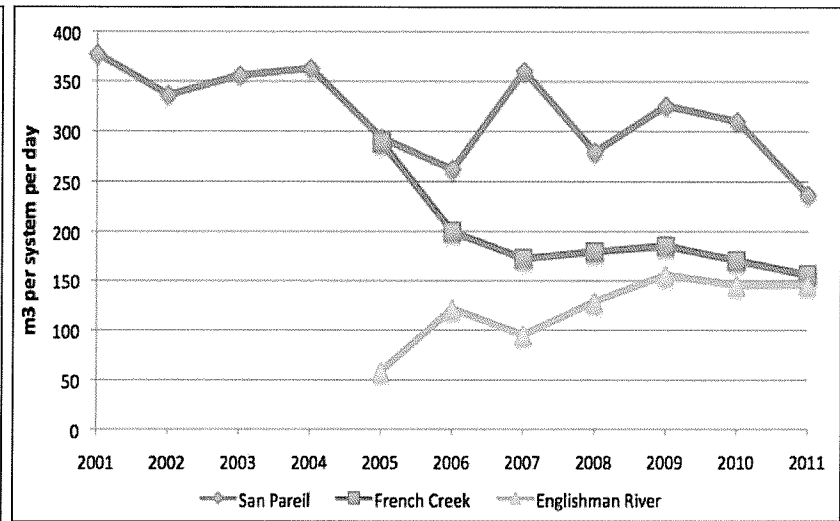
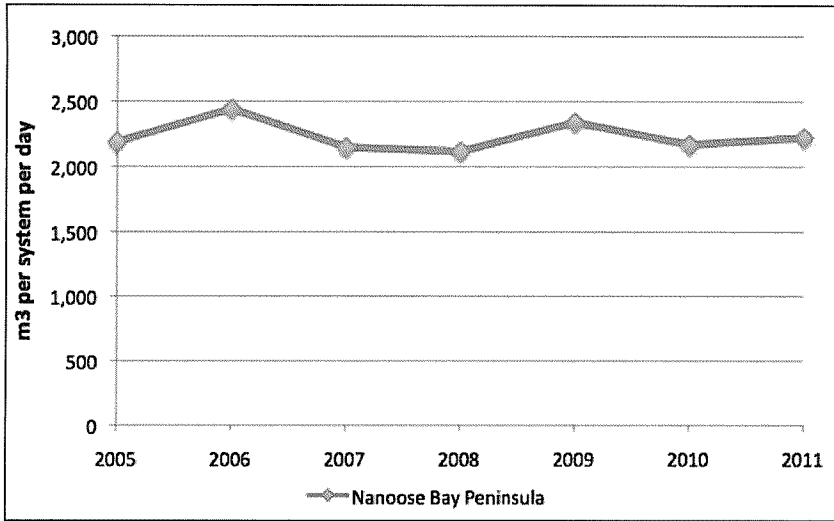
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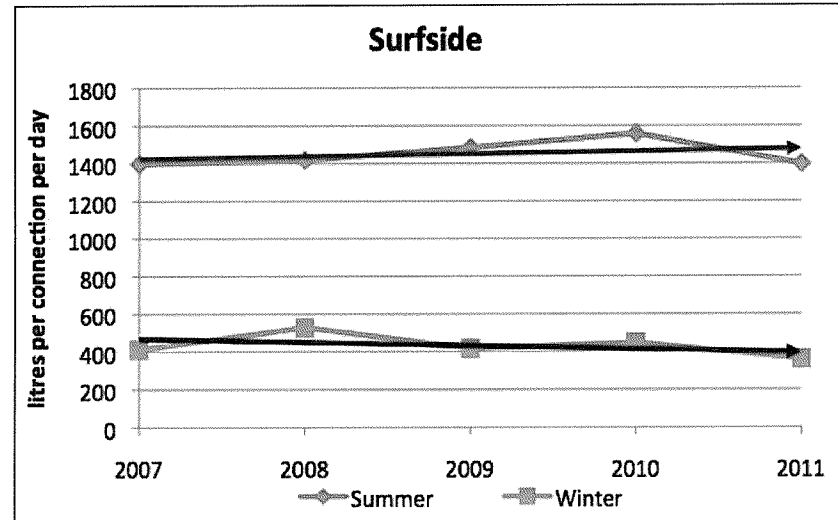
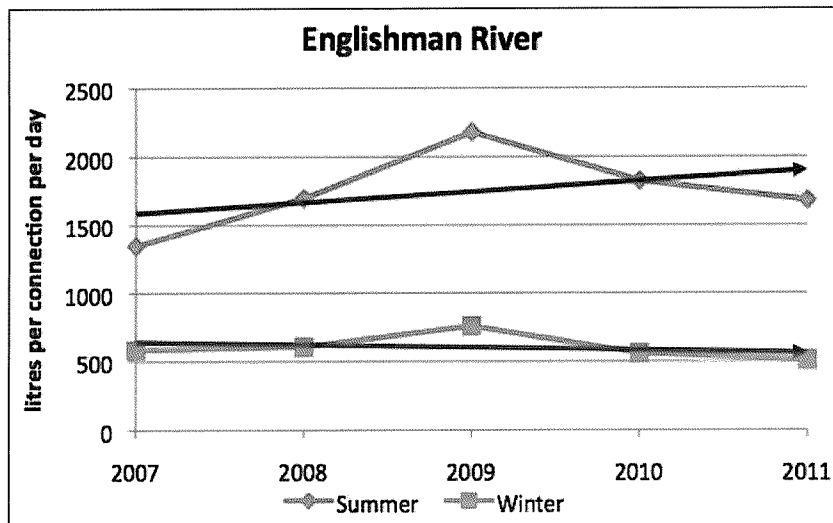
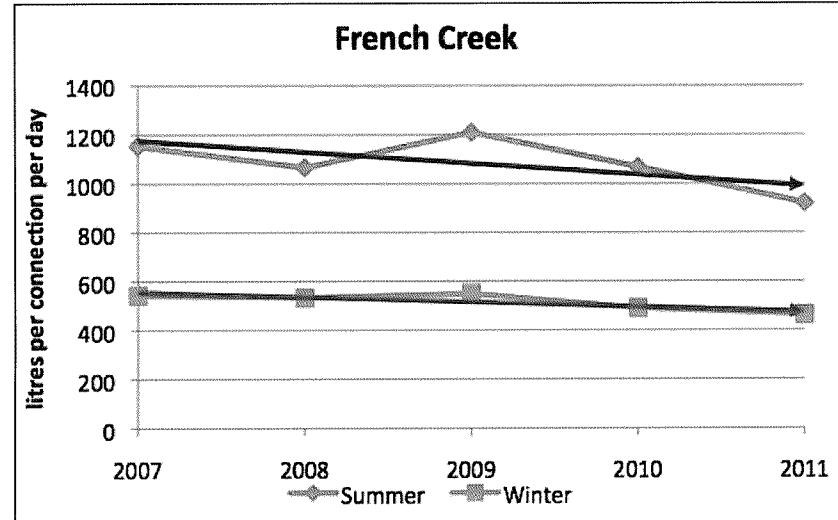
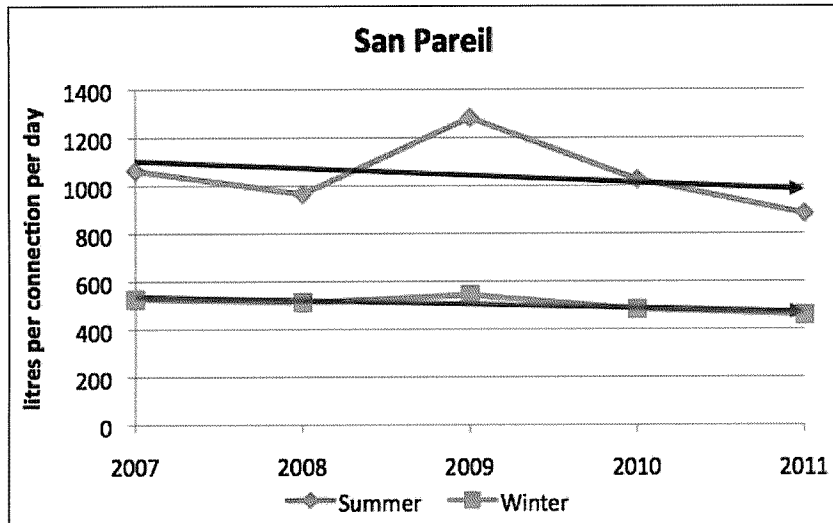
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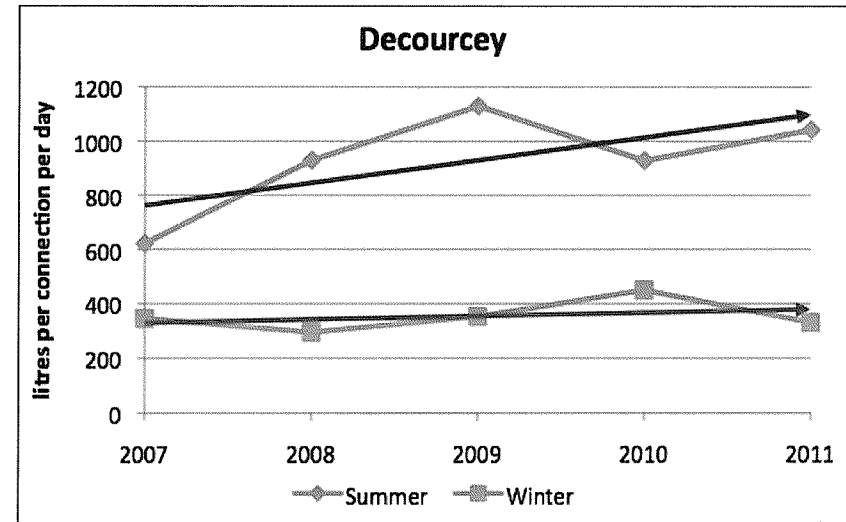
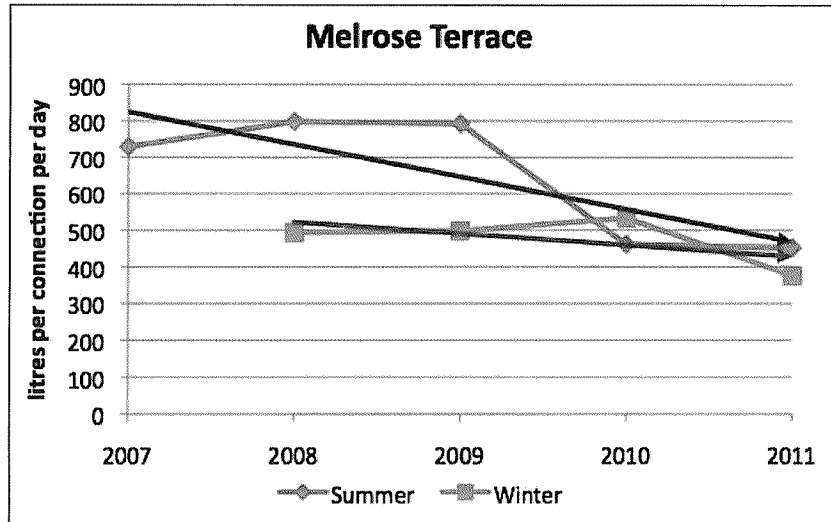
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**Appendix A: Average Water Production 2001 - 2011**



**Appendix B: Average Winter and Summer Residential Water Use**



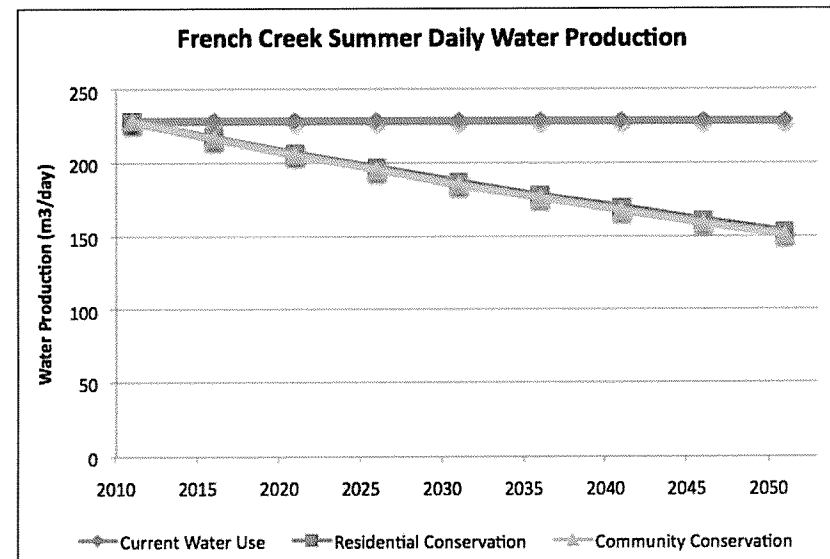
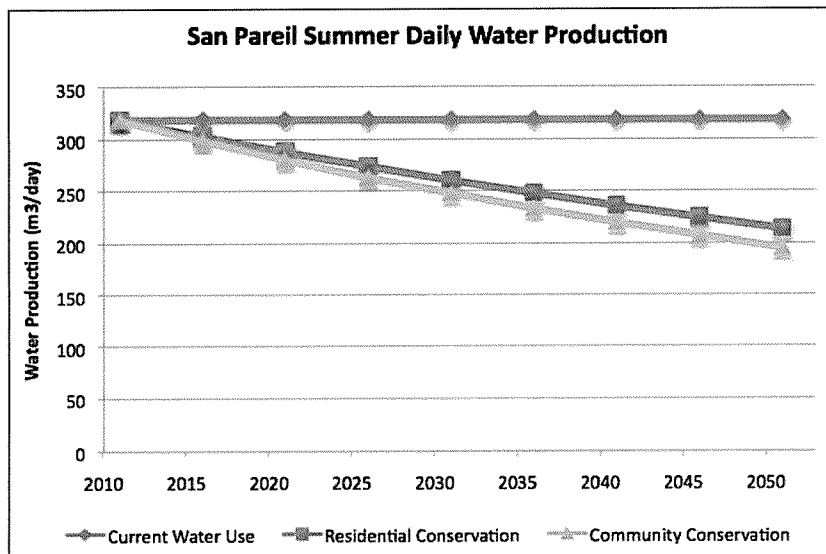


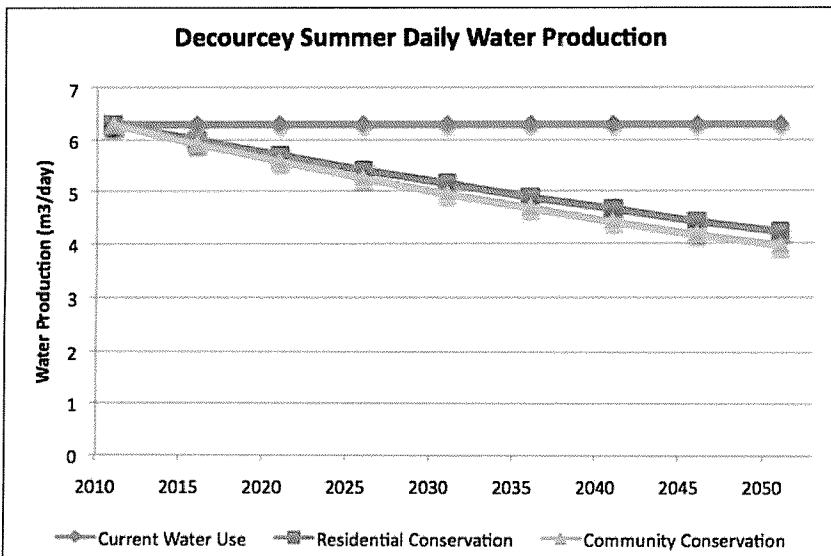
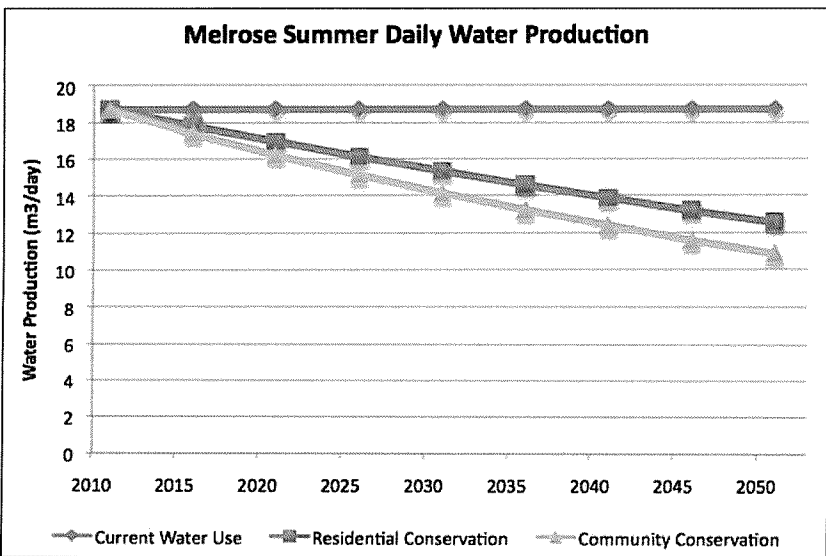
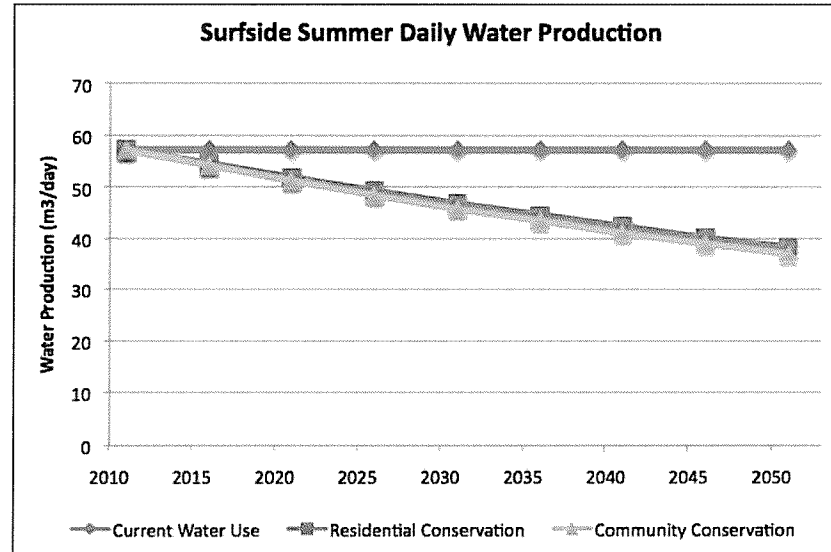
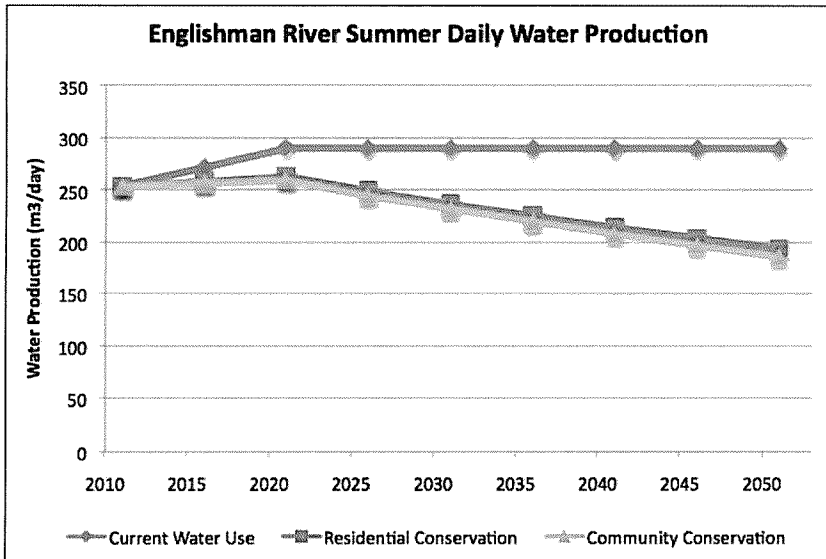
## Appendix C: Water Use Projections

The water use projections below are based on the zoning for each WSA, which indicates that all areas are fully-built except for Englishman River. Three future water use scenarios are shown for each Water Service Area:

- **Current Water Use** – average residential water use and unmetered water remain at 2011 values
- **Residential Conservation** – average residential water use is reduced at 1% per year, unmetered water remains at 2011 values
- **Community Conservation** – average residential water use and unmetered water are reduced at 1% per year

A reduction of 1% per year for the conservation scenarios was selected to reflect the average annual reduction of summer water use per single family residence across the RDN between 2007 and 2011, which was 0.92%.







## Appendix D: Water Use Projection Data Nanoose Bay Peninsula

The following tables present data for the Nanoose Bay Peninsula Water Service Area water use projections shown in Figure 3.8. Peak values reached for each category are highlighted in orange.

### Projected Units Nanoose Bay Peninsula WSA

\*Assuming 2% annual growth rate for single family units, 4.5% for multi-family units, 1.5 congregate care units per year, and 7.5% annual growth for commercial and institutional floor space to reach Koers' 2031 forecasts and complete build-out by 2046.

Year	2011	2016	2021	2026	2031	2036	2041	2046	2051
Single family residences	2014	2224	2455	2711	2993	3177	3177	3177	3177
Multi-family residences	326	406	506	631	786	980	1221	1474	1474
Congregate care units	0	7.5	15	22.5	30	37.5	45	50	50
Commercial floor space (m <sup>2</sup> )	2900	4205	6097	8841	12819	14101	15512	15625	15625
Institutional floor space (m <sup>2</sup> )	5085	7373	10691	15502	17733	17733	17733	17733	17733

### Current Water Use Scenario – Average Summer Water Use and Production (m<sup>3</sup>/day)

\*Assuming water use/unit remains at 2011 values, congregate care units use the same amount of water as multi-family units, services remain at 2.4% of production, and unmetered water use remains at 29% of production.

Year	2011	2016	2021	2026	2031	2036	2041	2046	2051
Single family residences	2244	2477	2735	3020	3334	3540	3540	3540	3540
Multi-family residences	204	254	317	395	492	613	764	922	922
Congregate care units	0	5	9	14	19	23	28	31	31

Commercial	63	91	132	192	278	306	336	339	339
Institutional	59.7	87	126	182	208	208	208	208	208
Services	87	99	112	129	147	159	165	171	171
<b>Water Production</b>	<b>3720</b>	<b>4217</b>	<b>4804</b>	<b>5503</b>	<b>6268</b>	<b>6788</b>	<b>7057</b>	<b>7294</b>	<b>7294</b>
Unmetered water	1063	1205	1372	1572	1791	1939	2016	2084	2084

**Residential Conservation Scenario – Average Summer Water Use and Production (m<sup>3</sup>/day)**

\*Assuming summer residential water use/unit is reduced at 1% per year, congregate care units use the same amount of water as multi-family units, services remain at 2.4% of production, and unmetered water use remains at 29% of production.

Year	2011	2016	2021	2026	2031	2036	2041	2046	2051
Single family residences	2244	2356	2474	2597	2727	2753	2618	2490	2368
Multi-family residences	204	242	286	339	402	477	565	649	617
Congregate care units	0	4	8	12	15	18	21	22	21
Commercial	63	91	132	192	278	306	336	339	339
Institutional	59.7	87	126	182	208	208	208	208	208
Services	87	94	103	113	123	127	127	126	120
<b>Water Production</b>	<b>3720</b>	<b>4023</b>	<b>4380</b>	<b>4809</b>	<b>5255</b>	<b>5445</b>	<b>5425</b>	<b>5366</b>	<b>5142</b>
Unmetered water	1063	1149	1251	1374	1501	1556	1550	1533	1469

**Community Conservation Scenario – Average Summer Water Use and Production (m<sup>3</sup>/day)**

\*Assuming summer residential, commercial and institutional water use/unit is reduced at 1% per year, congregate care units use the same amount of water as multi-family units, and services and unmetered water use are reduced at 1% per year.

Year	2011	2016	2021	2026	2031	2036	2041	2046	2051
Single family residences	2244	2356	2474	2597	2727	2753	2618	2490	2368
Multi-family residences	204	242	286	339	402	477	565	649	617
Congregate care units	0	4	8	12	15	18	21	22	21
Commercial	63	87	120	165	227	238	249	238	227
Institutional	59.7	82	114	157	170	162	154	146	139
Services	87	87	88	90	91	87	81	75	67
<b>Water Production</b>	<b>3720</b>	<b>3925</b>	<b>4166</b>	<b>4454</b>	<b>4741</b>	<b>4803</b>	<b>4676</b>	<b>4530</b>	<b>4251</b>
Unmetered water	1063	1066	1076	1094	1108	1067	988	910	812

### Appendix E: Actions taken on Recommendations from the 2008 Innovative Options Report

Water Conservation Recommendations	Actions taken by the RDN
<b>Rainwater Harvesting</b>	
1. Promote rainwater harvesting systems on the WaterSmart website	WaterSmart website promotes rainwater harvesting and provides advice on purchasing and installing rain barrels
2. Offer a rebate for installation of a rainwater harvesting system	A pilot rainwater harvesting incentive program was run in 2011 and was implemented region-wide in 2012. Incentives for rainwater harvesting, water efficient fixtures and landscaping, and wastewater reuse are also provided as part of a broader RDN Sustainable Development Checklist & Guide for homeowners and owner-builders.
3. Develop rainwater-harvesting guidelines	The RDN has developed a Rainwater Harvesting Best Practices Guidebook with detailed information on residential rainwater harvesting system design and installation. The RDN also provides advice on purchasing and installing rain barrels on the WaterSmart website.
<b>Water Efficiency</b>	
4. Distribute the <i>Landscape Guide to Water Efficiency</i> brochure	Brochure is available on the Team WaterSmart website and is distributed at community events and at residential irrigation audits.
5. Post Team WaterSmart brochures on the website	Brochures are posted on the Team WaterSmart website and are distributed at community events, workshops and at residential irrigation audits
6. Promote the removal of lawns, or the installation of and retrofit to drought-resistant grass	Free Lawn Alternatives & Xeriscaping workshop will be offered to residents twice in spring 2013.
7. Consider other rebates for outdoor water conservation including: <ul style="list-style-type: none"> <li>• Removal or renovation of an inefficient irrigation system</li> <li>• Water efficient garden designs</li> <li>• Installation of devices that connect irrigation systems to weather stations or other moisture sensors with automatic shut-off device</li> <li>• Irrigation systems designed and installed by an irrigation professional registered with IIABC</li> </ul>	Incentives for water efficient fixtures are also provided as part of a broader RDN Sustainable Development Checklist & Guide for homeowners and owner-builders. \$100 subsidies offered towards the Irrigation Industry Association of BC's Certified Irrigation Technician (CIT) level 1 course held in Nanaimo, March 2013 to promote efficient design and installation of irrigation systems in the RDN.

<b>Water Conservation Recommendations</b>	<b>Actions taken by the RDN</b>
<ul style="list-style-type: none"> <li>• Water efficient fixtures and appliances</li> </ul>	
8. Provide information on checking system pressure and properly adjusting irrigation based on available pressure	Free workshops are offered to residents on how to audit their irrigation system and free on-site irrigation check-ups are offered between May and September.
9. Promote retrofits to water efficient fixtures and appliances	Team WaterSmart website promotes retrofits to water efficient fixtures and appliances and provides information on types of retrofits that can be performed
10. Work with school boards and municipalities to support the development of water efficient landscape and irrigation designs at public sites	RDN has hosted meetings such as round-tables for grounds crew to discuss efficient irrigation practices
11. Offer a do-it yourself water audit program to help residents assess water usage and means of improvement	Free workshops are offered to residents on how to audit their irrigation system and free on-site irrigation check-ups are offered between May and September.
12. Encourage contractors and installers to become certified under the existing IIABC program	Course scheduled and subsidized in RDN for 2013
13. Continue to work with residents on leak identification	Information is provided on the Team WaterSmart website on how to identify and repair leaks and possible issues often identified with billing
<b>Water Reuse</b>	
14. Collaborate with other authorities to develop policy for water reuse projects	Working with Province
15. Showcase a business or development that installs a greywater or wastewater reuse system	Done through Team WaterSmart workshops
<b>Public Awareness and Involvement</b>	
16. Enhance the development of the Team WaterSmart website, including calculators and PDF versions of all brochures	The website has been enhanced with PDF versions of brochures
17. Collaborate with the Vancouver Island Watershed Steering Committee	Ongoing
18. Support and promote pilot projects	A pilot cistern project has been completed
19. Expand Team WaterSmart with membership from local municipalities	Completed
20. Highlight positive water conservation stories	The Green Building Recognition Program provides recognition for rainwater harvesting, water efficient fixtures and landscaping, and wastewater reuse in a broader sustainability program

Water Conservation Recommendations	Actions taken by the RDN
21. Continue door-to-door and water audit campaigns	Free residential irrigation system check-ups are performed by Team WaterSmart representative
22. Promote various contests and campaigns for high school students and/or residents	Drinking Water Week photo contest and kids colouring contest to launch in March for Drinking Water Week in May.



RDN REPORT	
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BOARD	✓

# MEMORANDUM

**TO:** Randy Alexander  
General Manager, Regional and Community Utilities

**DATE:** September 26, 2013

**FROM:** Mike Donnelly  
Manager of Water & Utility Services

**FILE:** 5500-22-NBP-01

**SUBJECT:** Water System Transfer Agreement – Maz-Can Investments Ltd.  
Lot 3, District Lot 67, Nanoose District, Plan 29941

## PURPOSE

To obtain Board approval for a Water System Transfer Agreement between Maz-Can Investments Ltd. and the Regional District of Nanaimo.

## BACKGROUND

Maz-Can Investments Ltd. of Calgary Alberta (the Developer) has preliminary layout approval, subject to proof of community water, for the proposed subdivision of Lot 1, DL 78, Plan 14212 and Lot 5, D.L. 131 Plan VIP 69734. This property is within the Nanoose Bay Peninsula Water Service Area (NBPWSA) and is located on Davenham Road.

Subdivision activity in the NBPWSA cannot proceed without the proof of community water. In order to allow this development to proceed the Developer has purchased property on the Nanoose Peninsula with a well that would provide water in sufficient quantities. The subject property, located at 2729 Parker Road (Lot 3 VIP 29941) (see Attachment 1) currently includes a ground water well (#15613) that produces in excess of the requirements for the proposed development on Davenham Road.

The Developer has requested that the Regional District of Nanaimo (RDN) and Maz-Can Investments Ltd enter into an agreement that would allow the developer to sell the excess water to those wishing to subdivide within the current NBPWSA. The rated capacity of the well is 567 m<sup>3</sup> per day, with 51 m<sup>3</sup> per day required under the existing development proposal. The agreement also discounts the initial well capacity by 15% to allow for groundwater well supply redundancy as per Board direction. The residual, 430 m<sup>3</sup> per day, would be marketed by the developer under the proposed agreement (see Attachment 2). This residual amount represents a water supply for approximately 158 residential units which will be confirmed upon finalization of the development proposal. In addition, the developer has requested that the Parker Road Well property be included in and serviced by the NBPWSA.

## Water System Transfer Agreement

The proposed Water System Transfer Agreement lays out the terms by which the Developer will be permitted to allocate the remaining water available in the Parker Road Well to property owners wishing to develop their property. It also provides for the transfer of the well, property for the purpose of well head protection, completed well head works and the connection of the well to the existing water distribution infrastructure to the RDN.

Under this agreement the Developer would have the right to sell the excess capacity to those wishing to subdivide property within the NBPWSA. The Developer would be required to register a covenant showing the reduced capacity prior to the RDN recognizing the transfer. This provision provides a mechanism for tracking the remaining available capacity and ensures the excess capacity is not inadvertently over-subscribed.

An important aspect of this agreement is that any excess capacity that is transferred to a property cannot be subsequently transferred to another party. The capacity transfer is for a proposed subdivision only. This ensures the excess capacity is not purchased for the purpose of re-sale.

The agreement also includes language that speaks to the potential economic loss to the Developer should the Developer still hold excess capacity once water supplies from the Englishman River Water System (ERWS) are available to the NBPWSA. Once water from ERWS is in place, demand for the excess ground water capacity will cease as sufficient water supplies will be available for development.

This agreement, while not a typical approach to the provision of water within RDN water service areas, does recognize the unique situation that exists within the NBPWSA with regards to water supply and existing subdivision demand. It provides a way for residents that are unable to meet the water provision requirements to move forward with their subdivisions. Staff recommend that this agreement be authorized however, given the ERWS system will be in place within 2 to 3 years, that no agreements of a similar nature be pursued in the future.

#### **Inclusion of 2729 Parker Road into the NBPWSA**

The Developer acquired 2729 Parker Road in order to access the subject well capacity required for the planned subdivision at Davenham Road. The Developer has proposed to turn over the well ownership to the RDN, including sufficient lands around the well to provide for well head protection. This transfer of property would be accomplished under Section 99(1)(h) of the Land Title Act which allows the creation of a lot without approvals as long as it is being transferred to Federal/Provincial or Local government.

The Developer has requested that the subject property be brought into the NBPWSA and that the property be provided a water service at the Developer's expense. The property lies outside of the Urban Containment Boundary and as such can only be considered for inclusion based on health or environmental reasons.

By bringing the property into the water service area the RDN can limit, through a covenant, the ability of additional ground water wells being developed on the property that may interfere with the water quality and or quantity of the subject well. Limiting additional wells on the subject property would assist in reducing risks associated with water quality and quantity for this well.

A covenant on the property would be required to limit any further wells of any kind being installed on the property and to limit any additional housing being constructed.

Based on the zoning for the subject property, there is no capacity for further subdivision.



## ALTERNATIVES

1. Authorize the Water System Transfer Agreement and approve the inclusion of the Parker Road Well property into the NBPWSA.
2. Provide alternate direction to staff.

## FINANCIAL IMPLICATIONS

Alternative 1 will not result in any attributable costs to the RDN. The Developer will be responsible for all costs associated with the administration of the Water System Transfer Agreement, for the completion of the well head and for all costs with the connection of the well to the NBPWSA system.

## INTER-DEPARTMENTAL IMPLICATIONS

There are no identified Inter-departmental implications from the proposed water system transfer agreement, or service area expansion.

## SUMMARY/CONCLUSIONS

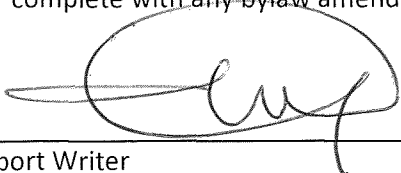
Maz-Can Investments Ltd. wishes to proceed with the subdivision of a large property located on Davenham Road in Nanoose. In order to meet the requirements of the existing Preliminary Layout Approval for this proposed subdivision Maz-Can Investments Ltd. must show proof of water and has purchased a property containing a suitable ground water well at 2729 Parker Road in Nanoose to achieve that requirement. The Developer intends to turn over the well along with all improvements to the RDN.

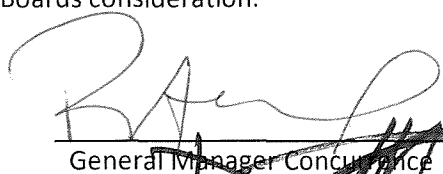
The well provides well in excess of what is required and as such Maz-Can has proposed an agreement that would allow the excess supply to be marketed to those wishing to subdivide within the NBPWSA. The attached agreement lays out the conditions by which that may be undertaken.

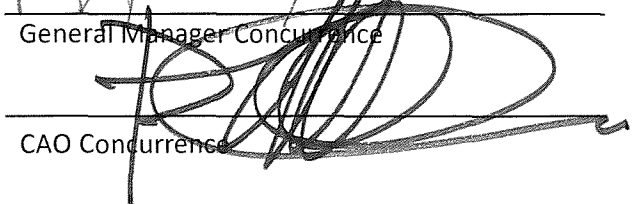
In addition, Maz-Can Investments Ltd. has requested that the subject property on Parker Road be brought into the NBPWSA and provided a residential water service at the Developer's cost. This is supported by staff based on the subsequent limitation on well drilling on the parcel and the reduced risk of community well quantity or quality issues.

## RECOMMENDATIONS

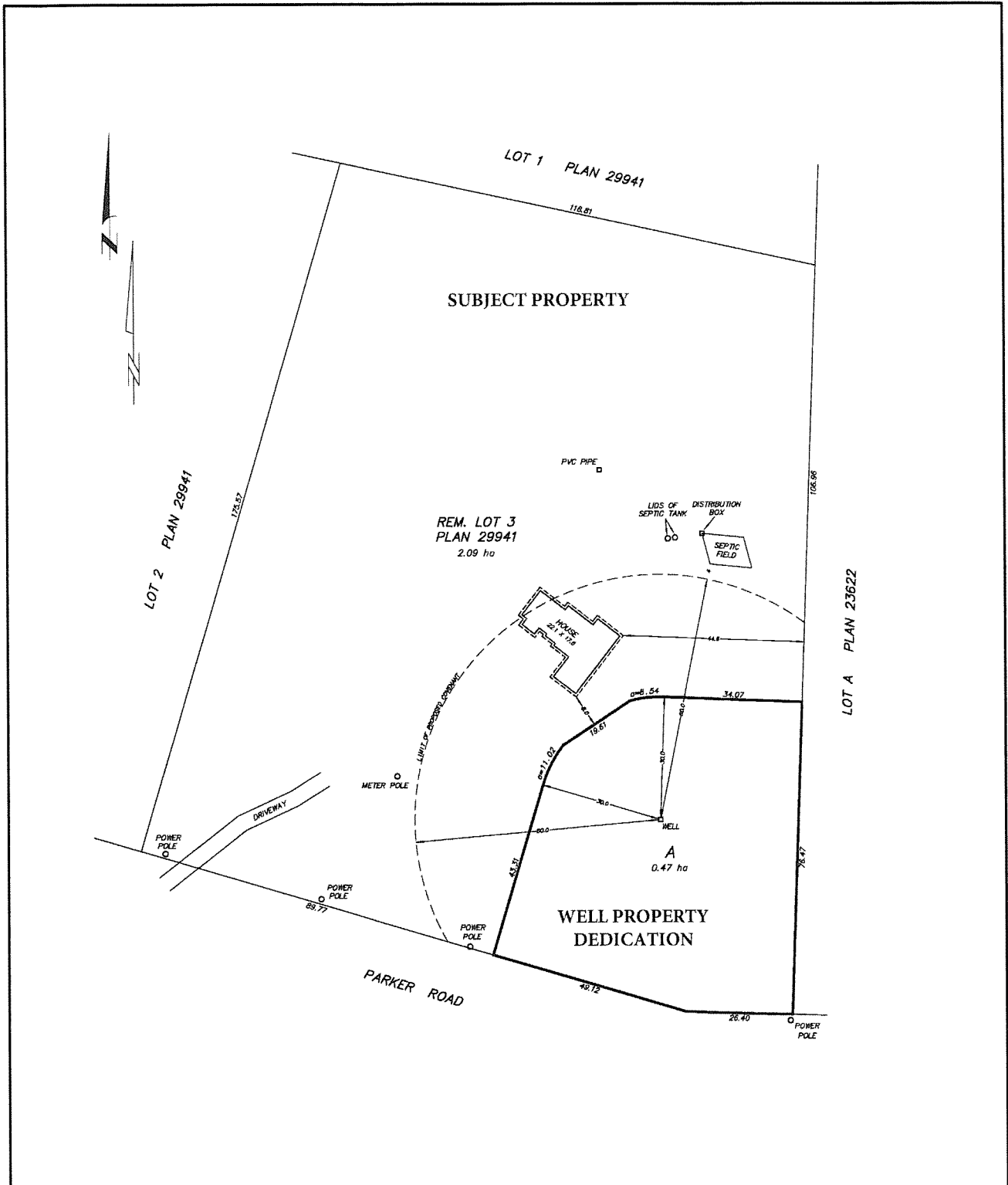
1. That the Board authorize staff to enter into a "Water System Transfer Agreement" with Maz-Can Investments Ltd. for Lot 3 VIP 29941, 2729 Parker Road in Nanoose.
2. That, subject to the completion of the "Water System Transfer Agreement", the Board direct staff to initiate the process for inclusion of Lot 3 VIP 29941, 2729 Parker Road and provide a report complete with any bylaw amendments for the Boards consideration.

  
\_\_\_\_\_  
Report Writer

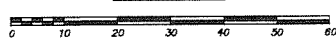
  
\_\_\_\_\_  
General Manager Concurrence

  
\_\_\_\_\_  
CAO Concurrence

ATTACHMENT 1



**PROPOSED SUBDIVISION PLAN OF PART OF LOT 3, DISTRICT LOT 67, NANOOSE DISTRICT, PLAN 29941.**  
 SCALE 1:600



**LEGEND**  
 All distances are in metres and decimals thereof.  
 All distances along curves are arc distances.  
 All dimensions and areas are subject to final survey.  
 ha. Denotes hectares

No.	DATE	REVISION
1	2012/12/13	Septic Field added per Wastewater Fractioner Site Plan
2	2013/01/08	Location of septic field amended
2	2013/03/08	Location of septic field amended

**SIMS ASSOCIATES**  
 LAND SURVEYING LTD.  
 223 FERRIS ROAD W.  
 QUALICUM BEACH, B.C. V9K 1S4  
 PHONE: 250-752-9121  
 FAX: 250-752-9241  
 FILE NUMBER: 09-253-R  
 DRAWING NUMBER: 09-253 P5.dwg  
 DATE: 2013/03/08

**REGIONAL DISTRICT OF NANAIMO  
WATER SYSTEM TRANSFER AGREEMENT**  
*(Maz-Can Investments Ltd. Subdivision)*

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2013

BETWEEN:

**MAZ-CAN INVESTMENTS LTD.**

**(# A0070861)**

168 Oakeside Circle, SW  
Calgary, AB T2V 4H2

(the "**Developer**")

OF THE FIRST PART

AND:

**REGIONAL DISTRICT OF NANAIMO**

6300 Hammond Bay Road  
Nanaimo BC V9T 6N2

(the "**RDN**")

OF THE SECOND PART

**WHEREAS:**

A. The Developer has constructed and owns a water system (the "**Water System**") located on land legally described as:

**PID 001-305-263** Lot 3, District Lot 67, Nanoose District, Plan 29941

(the "**Water System Land**");

B. The Developer is the registered owner of those lands legally described as:

**PID 004-381-866** Lot 1, District Lot 78, Nanoose District, Plan 14212,  
Except Those Parts in Plans 28203 and 29052 ("**Lot 1**"); and

**PID 024-627-011** Lot 5, District Lot 131, Nanoose District, Plan VIP69734  
("**Lot 5**");

(collectively, the "**Development Lands**");

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- C. The Developer intends to subdivide and develop the Development Lands in accordance with the Proposed Development Plan attached to this Agreement as Schedule “B”, and to provide water service to the Development Lands by transferring the Water System, along with a 0.47 hectare portion of the Water System Land, to the RDN;
- D. The RDN has, in accordance with Nanoose Bay Peninsula Water Service Area Establishing Bylaw No. 1372, 2004, and pursuant to subsection 796(1) of the *Local Government Act*, established and operates a service for the supply, conveyance, storage and distribution of water (the “**Nanoose Bay Peninsula Water Service**”);
- E. The RDN has the right, under subsection 176(1) of the *Local Government Act* to acquire real and personal property for the purposes of a service provided by the RDN;
- F. Upon transfer of the Water System under this Water System Transfer Agreement (the “**Agreement**”) the Water System shall be vested in the RDN free of all claims and demands except for the allocation of water to the Development Lands and additional lands as specifically provided in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of **ONE DOLLAR (\$1.00)** now paid by the RDN to the Developer and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the RDN and the Developer covenant and agree as follows:

1. **INTERPRETATION**

In this Agreement:

“**Adjusted Capacity**” means the effective Capacity of the Water System for purposes of this Agreement, equal to the Rated Capacity minus fifteen percent (15%);

“**Benefitting Lands**” means any lands within the Nanoose Bay Peninsula Water Service Area to which the Developer may transfer Excess Capacity under this Agreement;

“**Bylaw 500**” means Regional District of Nanaimo Land Use and Subdivision Bylaw No. 500, 1987, as amended from time to time, and any enactment that may replace it;

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“**Demand**” means the flow of water, expressed in cubic metres per day, required to supply a development, calculated in accordance with Schedule 4C of Bylaw 500;

“**Development Lands Demand**” means the flow of water required to supply the Development Lands, being \_\_\_\_\_ cubic metres per day;

“**Excess Capacity**” means the amount of Adjusted Capacity in excess of the Adjusted Capacity required to meet the Development Lands Demand;

“**Rated Capacity**” means the flow of water, expressed in cubic metres per day, capable of being supplied by the Water System;

“**Works**” means the Water System having a rating of 566.9 cubic metres per day (86.6 igpm) and all appurtenant wells, pipes, fittings, pumps, valves and meters installed and constructed by the Developer and employed by or in connection with the Water System, and more particularly described and shown in the drawings listed in Schedule "A" to this Agreement.

**2. COMPLETION DATE**

The Completion Date shall be the date of execution of this Agreement by the RDN.

**3. TRANSFER OF INTEREST**

As of the Completion Date, the Developer hereby sells, assigns and transfers to the RDN all of its rights, title and interest in the Works, including the Water System.

**4. REPRESENTATIONS AND WARRANTIES**

4.1 The Developer represents and warrants to the RDN as follows, with the intent that the RDN shall rely on the representations and warranties in entering into this Agreement and in concluding the purchase and sale contemplated by this Agreement:

- (a) the Developer warrants that it is a corporation duly incorporated, validly existing and in good standing under the laws of Alberta, that it has the power to carry on business, and that it has the power and capacity to own and dispose of the Works and to enter into this Agreement and carry out its terms to the full extent;
- (b) the execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly

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authorized by all necessary corporate action on the part of the Developer, and this Agreement constitutes a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms;

- (c) neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated by this Agreement will give any person the right to terminate, cancel or remove the Works, or any part thereof;
- (d) all governmental licenses, permits and certificates required for the construction of the Works have been obtained and are in good standing and the Developers are not in breach of any statute, bylaw, regulation, covenant, restriction, plan or permit;
- (e) the Developer owns and possesses and has a good marketable title to the Works free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims and there are no such other interests, ownership or otherwise in the Works other than those of the Developer;
- (f) the Developer has no indebtedness to any person, firm or corporation which might by operation of law or otherwise now or hereafter constitute a lien, charge or encumbrance upon any of the Works and the Developer has provided proof to the RDN of payment of all outstanding fees, charges or accounts of consultants and contractors in respect of the Works;
- (g) there is no litigation or administrative or governmental proceeding or inquiry pending or to the knowledge of the Developers threatened against or relating to the Developer, or the Works or any part thereof, nor does the Developer know of or have reasonable grounds to believe that there is any basis for such action, proceeding or inquiry;
- (h) upon the Transfer of the Works, the Developer shall have no further claim, demand or interest in the Works or in any water produced or provided by the Works beyond the Excess Capacity and hereby waives any right it may have to claim latecomer fees under section 939 of the *Local Government Act* or any similar fees or charges;
- (i) the Works are in good working order and are fit for the purposes intended, in particular, for the operation of a water system by the RDN, and a copy of a Certification of Installed Works by the Engineer employed by the Developer is attached to this Agreement as Schedule "C";
- (j) The Works shall produce water at a rate of not less than 566.9 cubic metres per day (86.6 igpm) for one year following the Completion Date.

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5. **INDEMNITY**

- (a) The Developer agrees to save harmless and indemnify the RDN and its elected and appointed officials, officers, employees and agents from and against any indebtedness or liability to any person, firm or corporation which might by operation of law or otherwise now or hereafter constitute a lien, charge, mortgage, security interest or encumbrance upon any of the Works, save and except any such indebtedness or liability created or caused by the negligence or breach of this Agreement by the RDN or its elected or appointed officials, officers, employees or agents.

6. **SURVIVAL OF WARRANTIES**

All representations, warranties, covenants and agreements made by the Developer in this Agreement or under this Agreement shall, unless otherwise expressly stated, survive and shall not merge in the transfer of the Water System under this Agreement and shall continue in full force and effect for the benefit of the RDN notwithstanding any investigation at any time made by or on behalf of the RDN.

7. **DETERMINATION OF CAPACITY**

- 7.1 It is expressly acknowledged and agreed by the Developer that the amount of Excess Capacity is subject to change in accordance with this Article 7.
- 7.2 The Developer must, at the Developer's expense, until such time as all Excess Capacity has been transferred in accordance with this Agreement, cause a professional hydrogeologist to monitor the performance of the Water System on an ongoing basis, in accordance with prudent standards of hydrogeological practice, and to provide to the RDN a report not less than once every three (3) months (the "**Quarterly Report**") concerning the performance and status of the Water System, including its Rated Capacity.
- 7.3 If, at any time prior to the transfer of all excess capacity in accordance with this Agreement, a Quarterly Report shows the Rated Capacity as less than 396.83 cubic metres per day (60.62 igpm), the RDN may require the Developer, at the Developer's expense, to complete a pump-test of the Water System and provide written confirmation of the results of the pump-test to the RDN.
- 7.4 In the event that a pump-test required under section 7.3 determines that the Rated Capacity of the Water System is less than 566.9 cubic metres per day (86.6 igpm), the amount of Excess Capacity available for transfer shall be reduced by an amount equal to the reduction in the Adjusted Capacity of the

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Water System. The amount of Excess Capacity shall not at any time increase, notwithstanding any increase in the Adjusted Capacity of the Water System.

- 7.5 The RDN agrees that it shall not, for so long as Excess Capacity remains to be transferred, operate the Water System at a pumping rate greater than 6.58 litres per second.

8. **ALLOCATION OF WATER TO SUPPLEMENTARY DEVELOPMENT UNITS**

The Developer may transfer all or part of the Excess Capacity to Benefitting Lands, subject to Article 7, and subject to the following conditions:

- (a) each transfer of all or part of the Excess Capacity is final, with no subsequent transfer of Excess Capacity from Benefitting Lands to other lands being permitted, and the Developer shall take all steps necessary to inform the owners of Benefitting Lands of this condition;
- (b) the application of any land use bylaws affecting the development of the Benefitting Lands, it being agreed and understood by the Developer that the RDN bylaws affecting zoning and subdivision are subject to amendment by the Board of the RDN and that the RDN does not warrant or represent the future development rights or opportunities in relation to the Benefitting Lands;
- (c) the Developer must, at its sole expense, prior to any transfer of Excess Capacity, register a covenant in favour of the RDN pursuant to section 219 of the *Land Title Act* against title to Lot 5 (the “**Section 219 Covenant**”), with priority over all charges of a financial nature, attaching this Agreement as a schedule to the Section 219 Covenant, providing that Lot 5 shall not be subdivided except in accordance with the terms of this Agreement and the Section 219 Covenant;
- (d) the Developer must, at its sole expense, whenever Excess Capacity is transferred to Benefitting Lands, register a modification of the Section 219 Covenant, with priority over all charges of a financial nature, such modification to record the amount of Excess Capacity transferred, the amount of Excess Capacity remaining, and the legal description of the Benefitting Lands, it being hereby expressly acknowledged and agreed by the Developer that the RDN shall be under no obligation to recognize or give effect to any transfer of Excess Capacity to Benefitting Lands unless and until such modification is registered;
- (e) the registered owner of the Benefitting Lands must, at its sole expense, whenever Excess Capacity is transferred to Benefitting Lands, register a covenant in favour of the RDN pursuant to section 219 of the *Land Title*

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Act in the form attached to this Agreement as Schedule “D” against title to the Benefitting Lands (the “**Benefitting Lands Covenant**”), with priority over all charges of a financial nature, it being hereby expressly acknowledged and agreed by the Developer that the RDN shall be under no obligation to recognize or give effect to any transfer of Excess Capacity to Benefitting Lands unless and until the Benefitting Lands Covenant is registered.

**9. CANCELLATION OF TRANSFER**

The Developer may, on or before the date that is two years after the date of registration of the applicable Benefitting Lands Covenant, cancel a transfer of Excess Capacity in whole or in part, provided that the RDN shall be under no obligation to recognize or give effect to any such cancellation unless and until:

- (a) the Developer, at its sole expense, registers a modification of the Section 219 Covenant, with priority over all charges of a financial nature, such modification to record the reduction in the amount of Excess Capacity transferred, the amount of Excess Capacity remaining, and, if the cancellation is of the whole transfer of Excess Capacity, to remove the legal description of the Benefitting Lands; and
- (b) the registered owner of the Benefitting Lands, at its sole expense, registers a modification of the Benefitting Lands Covenant, with priority over all charges of a financial nature, such modification to record the reduction in the amount of Excess Capacity transferred, or, if the cancellation is of the whole transfer of Excess Capacity, the owner of the Benefitting Lands, at its sole expense, registers a discharge of the Benefitting Lands Covenant.

**10. APPLICATION OF BYLAWS**

Nothing in this Agreement relieves the Developer or the owners of any of the Benefitting Lands from the regulations of applicable bylaws including payment of all applicable development cost charges payable at the time of subdivision or development and connection fees applicable to the connection of any of the lands to the RDN's water system.

**11. NO PREJUDICE TO STATUTORY POWERS**

Nothing in this Agreement shall be interpreted as prejudicing or impairing the RDN in the exercise of any statutory legislative powers under the *Local Government Act*, the *Community Charter* or any other enactment all of which may be exercised as if this Agreement had not been executed. Without limiting the generality of the foregoing, the Developer expressly acknowledges and

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agrees that nothing in this Agreement shall limit the ability of the RDN to add additional water supply to the Nanoose Bay Peninsula Water Service at any time by any means and in any quantity. Any reduction in the value of the Excess Capacity and any damages, including economic loss, that the Developer may suffer or incur as a result, are entirely the responsibility of the Developer and the Developer hereby waives any claim against the RDN for such damages.

**12. FURTHER ASSURANCES**

The parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

**13. TERMINOLOGY**

Wherever the singular or the masculine are used in this Agreement, they shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties require. Where there is any discrepancy between quantities expressed in metric units and quantities expressed in imperial units, the quantities expressed in metric units shall prevail.

**14. BINDING EFFECT**

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

**15. SURVIVAL**

Section 4.1(j) and section 5 shall survive and shall not merge in the transfer of the Water System under this Agreement.

**16. HEADINGS**

The headings in this Agreement are inserted for convenience only and shall not be construed as part of this Agreement for the purpose of interpretation.

**17. COUNTERPARTS**

This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

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**IN WITNESS WHEREOF** the parties have hereto affixed their hand and seals as of the day and year first above written.

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

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

**MAZ-CAN INVESTMENTS LTD.,** by its )  
authorized signatories: )

\_\_\_\_\_)  
Name: )

\_\_\_\_\_)  
Name: )

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## Schedule "A"

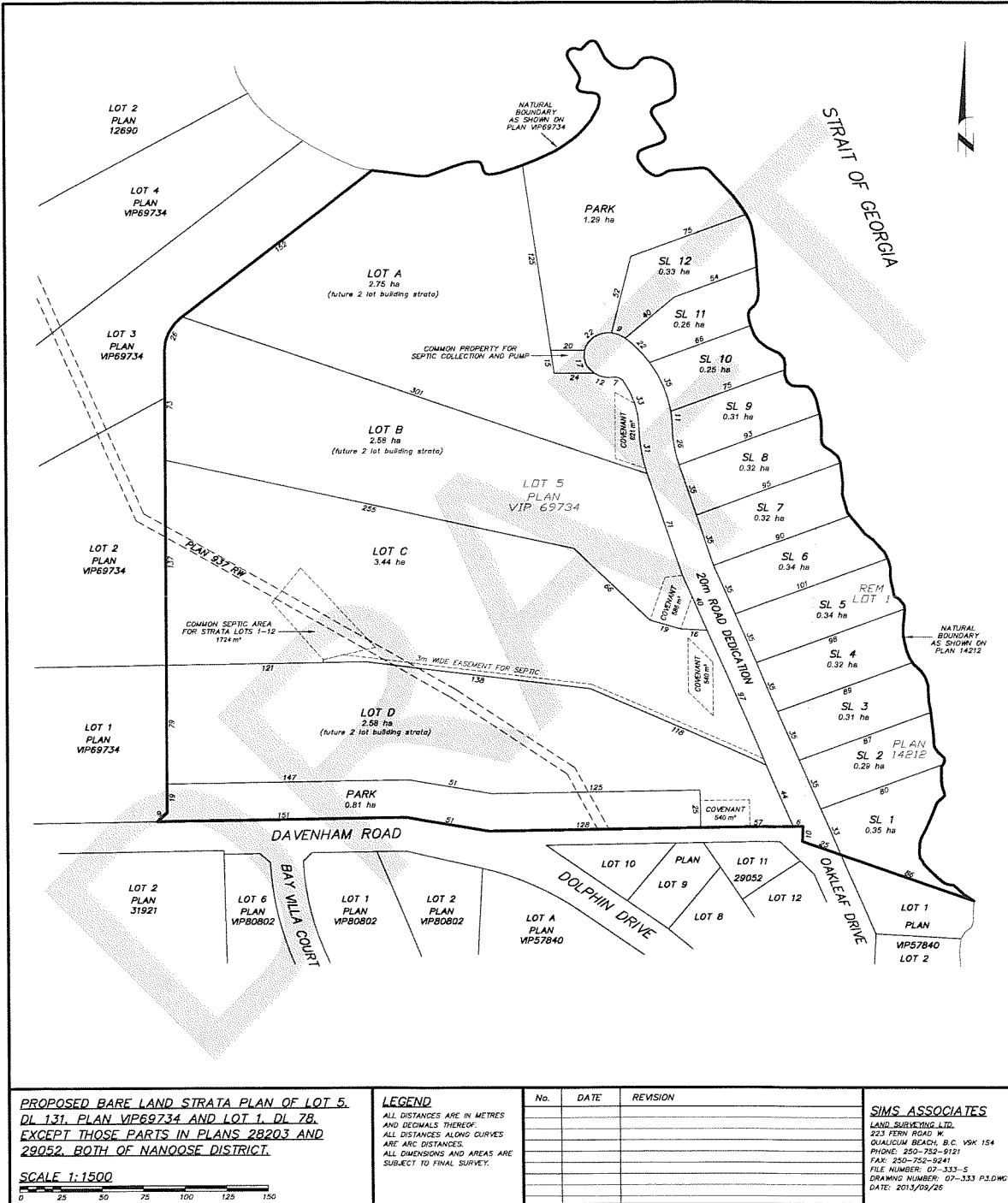
As Built Drawings prepared by...:  
[list drawings]

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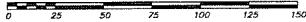
# Schedule "B"

## Proposed Subdivision of Development Lands



**PROPOSED BARE LAND STRATA PLAN OF LOT 5, DL 131, PLAN VP69734 AND LOT 1, DL 78, EXCEPT THOSE PARTS IN PLANS 28203 AND 29052, BOTH OF NANOOSE DISTRICT.**

SCALE 1:1500



**LEGEND**  
 ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF.  
 ALL DISTANCES ALONG CURVES ARE ARC DISTANCES.  
 ALL DIMENSIONS AND AREAS ARE SUBJECT TO FINAL SURVEY.

No.	DATE	REVISION

**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: 07-333-5  
 DRAWING NUMBER: 07-333 P3.DWG  
 DATE: 2013/09/26

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**Schedule "C"**  
Certification of Installed Works

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**Schedule "D"**  
**Benefitting Lands Covenant**

**TERMS OF INSTRUMENT - PART 2**

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**WHEREAS:**

- A. The Transferor is the registered owner in fee-simple of those lands and premises located within the Regional District of Nanaimo, in the Province of British Columbia, more particularly described as :

PID \_\_\_\_\_  
Lot \_\_, District Lot \_\_\_\_, Nanoose District, Plan \_\_\_\_\_  
(the "Lands")

- B. The Transferee is the Regional District of Nanaimo;
- C. The Transferor acknowledges that it is in the public interest that the use of the Lands be limited and wishes to grant this covenant to the Transferee;
- D. Section 219 of the *Land Title Act* permits a covenant, whether of negative or positive nature, providing that land is not to be used except in accordance with the covenant may be granted in favour of the regional district and may be registered as a charge against the title to that land;
- E. The Transferor has received or will soon receive the benefit of certain water capacity in the amount of \_\_\_\_\_ cubic metres per day (the "Transferor's Acquired Water Capacity") being Excess Capacity under that certain Water Transfer Agreement dated for the reference the \_\_ day of \_\_\_\_\_, 2013 between Maz-Can Investments Ltd. and the Transferee (the "Water System Transfer Agreement") a copy of which is attached hereto as Schedule "A" and is incorporated into this Agreement; and
- F. The Transferor and Transferee wish to enter into this Agreement in furtherance of the terms of the Water System Transfer Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that under Section 219 of the *Land Title Act*, and in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Transferor by the Transferee (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. Words not otherwise defined in this Agreement shall have the meanings assigned to them in the Water System Transfer Agreement.

2. The Transferor covenants and agrees with the Transferee that it shall not use the Lands except in strict accordance with this Agreement.
3. The Transferor covenants and agrees that in return for gaining the benefit of the Transferor's Acquired Water Capacity and in acknowledgement that the Transferor's Acquired Water Capacity is only to be used and consumed at the Lands, the Transferor shall not:
  - (a) further subdivide the Lands whether under the Land Title Act (or successor legislation) or the Strata Property Act (or successor legislation) or otherwise;
  - (b) use the Lands for human habitation;
  - (c) erect, place or build on the Lands any structure, building or fence; or
  - (d) use the Lands for any business, enterprise, storage of goods or vehicles, office or manufacturing;

if, now or in future, the Transferor's Acquired Water Capacity is transferred to any lands other than the Lands or is transferred to any other person, corporation, partnership or other entity which is not an owner of the Lands.

4. At the Transferor's expense, the Transferor must do everything necessary to secure priority of registration and interest for this Agreement and the Section 219 Covenant it creates over all registered and pending charges and encumbrances of a financial nature against the Lands.
5. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the Transferee in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Transferor.
6. The Transferor covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Transferor as personal covenants only during the period of its respective ownership of any interest in the Lands.
7. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver shall be effective unless it is in writing signed by both parties.
8. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
9. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
10. The enforcement of this Agreement shall be entirely within the discretion of the

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Transferee and the execution and registration of the Agreement against title to the Lands shall not be interpreted as creating any duty on the part of the Transferee to the Transferor or to any other person to enforce any provision of the breach of any provision of this Agreement.

11. The restrictions and covenants herein contained shall be covenants running with the Lands and shall be perpetual, and shall continue to bind all of the Lands when subdivided, and shall be registered in the Victoria Land Title Office pursuant to section 219 of the *Land Title Act* as covenants in favour of the Transferee as a first charge against the Lands.
12. The Transferor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
13. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
14. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
15. \_\_\_\_\_, the registered holder of a charge by way of Mortgage and Assignment of Rents against the Lands and registered under Nos. \_\_\_\_\_ and \_\_\_\_\_ respectively (collectively the "Charge") in the Land Title Office at Victoria, British Columbia, for and in consideration of the sum of One (\$1.00) Dollar paid by the Transferee to the said Chargeholder (the receipt whereof is hereby acknowledged), agrees with the Transferee, its successors and assigns, that the within section 219 Covenant shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

The Transferor and Transferee acknowledge that this Agreement has been duly executed and delivered by the parties executing Forms C and D (pages 1 and 2) attached hereto.

H:\Files\Maz-Can (Parker Rd) 12869\Model form of Covenant.docx

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SCHEDULE "A"  
WATER SYSTEM TRANSFER AGREEMENT

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RDN REPORT	
CAO APPROVAL	
EAP	
COW	
OCT 10 2013	
RHD	
BOARD	<input checked="" type="checkbox"/>

## MEMORANDUM

**TO:** Paul Thorkelsson  
Chief Administrative Officer

**DATE:** October 7, 2013

**FROM:** Wendy Idema  
Director of Finance

**FILE:**

**SUBJECT:** Automatic Response Agreement for Fire Services in District 69 Departments

### PURPOSE:

To endorse the renewal of the Automatic Response Agreement between the City of Parksville, Town of Qualicum Beach, and the Regional District of Nanaimo (RDN) fire departments covering Errington, Coombs-Hilliers and Dashwood.

### BACKGROUND:

The Automatic Response Agreement that has been in place between the City of Parksville, Town of Qualicum Beach and the RDN representing Errington and Coombs/Hilliers fire departments is due for renewal and updating. The Dashwood Fire Department has also asked to be a party to the agreement.

The involved parties have met and discussed the agreement over the last six months. As a result of these discussions between the five fire departments, modifications to the agreement have been made to reflect current needs. The significant change that was made to the agreement was to remove parts of the cost recovery section, particularly the cost for equipment and manpower. During the past five years, the cost recovery section of the agreement was never implemented. History has shown that the requests for Automatic Aid Responses are typically balanced out by the end of the year and there has been no need to claim for any cost recovery.

Schedule A has been changed to include an Automatic Aid Response to all confirmed structure fires in certain areas. For some of the smaller departments, this is important to ensure sufficient manpower is available to respond, especially during daytime hours. Parksville has identified some areas where an Automatic Response will benefit the department by having water tenders responding on the initial alarm.

The purpose of this Automatic Response Agreement will be to ensure that sufficient initial resources are deployed to an emergency incident at any of the identified buildings. Having adequate resources available at the initial stages of an emergency event is critical to the outcome of the incident. In the case of the buildings identified, many of the resources required are manpower more than equipment.

Having an agreement such as this in place assists each department in being able to respond with the appropriate equipment as recommended by the Fire Underwriters Survey. This is especially important during daytime responses when there are limited members available to respond to the initial emergency call. The Automatic Response Agreement also assists the Incident Commander at an event as it is one less decision that person has to make in responding to a confirmed structure fire or to an incident at a specific location.

**ALTERNATIVES:**

1. Adopt the Automatic Response Agreement as attached.
2. Amend the agreement as written and adopt an amended agreement.
3. Not adopt an Automatic Response Agreement.

**FINANCIAL IMPLICATIONS:**

Alternative 1

The Automatic Response Agreement contains a cost recovery section. The intent of this section is to cover costs for consumable materials used by the requested party. The section that took into account the cost for equipment and manpower was removed from this agreement. History has shown that the responses provided by each department were not to the level that this clause needed to be invoked. It is anticipated that the overall cost of implementing this agreement should be revenue neutral as RDN Fire Departments would be responding to incidents in other areas and vice versa.

Alternative 2

The financial implications of alternative 2 are unknown at this time and would depend on what amendments were made. There would be a delay in implementation of the agreement however, and additional resources would have to be allocated to make changes to the agreement.

Alternative 3

Under alternative 3 (not adopting an Automatic Response Agreement), each department would revert back to the use of the Mutual Aid Agreement which has similar cost recovery requirements. While the use of this agreement would provide the necessary equipment required to deal with any large-scale incident, there is potential for a time delay in additional equipment being requested. Depending on the nature of the incident, a delayed initial response of adequate equipment to the emergency location may have a significant impact on the outcome of the incident.

**SUMMARY/CONCLUSIONS:**

The Automatic Response Agreement that has been in place between the City of Parksville, Town of Qualicum Beach, and the RDN representing Errington and Coombs/Hilliers fire departments, is due for renewal and updating. The Dashwood Fire Department has also asked to be a party to the agreement.

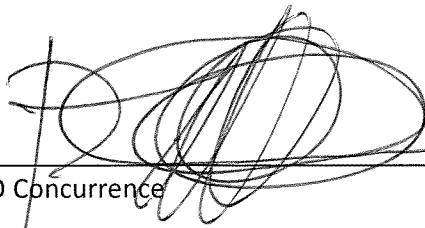
The involved parties have met and discussed the agreement over the last six months. As a result of these discussions between the five fire departments, modifications to the agreement have been made to reflect current needs. The significant change that was made to the agreement was to remove parts of the cost recovery section, particularly the cost for equipment and manpower. During the past five years, the cost recovery section of the agreement was never implemented. History has shown that the requests for Automatic Aid Responses are typically balanced out by the end of the year and there has been no need to claim for any cost recovery.

An Automatic Response Agreement would provide a benefit to all parties involved by ensuring that adequate resources for the type of hazard are dispatched in a timely manner. It is anticipated that the net cost of continuing with this agreement will not have a negative impact on the overall budget of the RDN Fire Departments as the changes made to the agreement are not expected to significantly impact call volumes.

**RECOMMENDATION:**

That the Automatic Response Agreement between the City of Parksville, Town of Qualicum Beach, and the Regional District of Nanaimo volunteer fire departments (Errington, Coombs-Hilliers and Dashwood) be approved and that the Board Chair and Corporate Officer be authorized to sign the Automatic Response Agreement on behalf of the Regional District of Nanaimo.

  
\_\_\_\_\_  
Report Writer

  
\_\_\_\_\_  
CAO Concurrence

**AUTOMATIC RESPONSE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2013

**AMONG**

**THE CITY OF PARKSVILLE**

**AND**

**THE TOWN OF QUALICUM BEACH**

**AND**

**THE REGIONAL DISTRICT OF NANAIMO**

**AND**

**ERRINGTON AND DISTRICT VOLUNTEER FIRE DEPARTMENT**

**AND**

**COOMBS-HILLIERS FIRE DEPARTMENT**

**AND**

**DASHWOOD FIRE DEPARTMENT**

**WHEREAS** the City of Parksville and the Town of Qualicum Beach operate and maintain municipal fire departments, and the Regional District of Nanaimo in accordance with service contracts with the Coombs-Hilliers Volunteer Fire Department, the Errington and District Volunteer Fire Department, and the Dashwood Fire Department provides fire protection and emergency response to portions of Electoral Areas F, G, and H within School District No. 69;

**AND WHEREAS** the parties have entered into a Mutual Aid Agreement and this Agreement is in addition to that Mutual Aid Agreement;

**AND WHEREAS** the parties consider it to be of mutual benefit to respond automatically to Emergency Incidents within the jurisdictions of the City of Parksville, the Town of Qualicum Beach and the fire service areas of Coombs-Hilliers, Errington, and Dashwood;

**AND WHEREAS** the parties to this Agreement agree and acknowledge that the fire chief of each of the Fire Departments will in his/her sole discretion, determine resource allocation requirements for their

areas and the ability of the Fire Department to respond automatically to Emergency Incidents as outlined in this Agreement;

**NOW THEREFORE** the parties wish to describe the terms and conditions for Automatic Response to Emergency Incidents within the jurisdictions of the City of Parksville, the Town of Qualicum Beach and the fire service areas of Coombs-Hilliers, Errington, and Dashwood.

**DEFINITIONS:**

**Automatic Response** means the immediate dispatching of resources to Emergency Incidents as outlined in this Agreement.

**Emergency Incident** means a fire or fire related incident occurring at the locations identified in Schedule A.

**Fire Department** means the fire departments operated by the City of Parksville, the Town of Qualicum Beach, and the Regional District of Nanaimo volunteer fire departments of Coombs-Hilliers, Errington, and Dashwood, and each of them.

**Local Government** means the City of Parksville, the Town of Qualicum Beach and the Regional District of Nanaimo.

**Operating Committee** means the committee established under Section 2.1 of this Agreement.

**Mutual Aid Agreement** means the most recent Mutual Aid Agreement currently in effect between the Bow Horn Bay Fire Department, Coombs-Hilliers Fire Department, Errington Fire Department, Dashwood Fire Department, Nanoose Bay Fire Department, Deep Bay Fire Department, Regional District of Nanaimo, City of Parksville, Town of Qualicum Beach, and the District of Lantzville.

**North Island 911 Dispatch Center** means the fire dispatch center operated by the North Island 911 Corporation.

**North Island 911 Dispatch Center Manager** means the person designated from time to time to oversee the operations of the North Island 911 Dispatch Center.

**Party** means the City of Parksville, the Town of Qualicum Beach, the Regional District of Nanaimo, the Coombs-Hilliers Volunteer Fire Department, the Errington and District Volunteer Fire Department, and Dashwood Fire Department, and each of them.

**1.0 PURPOSES:**

1.1 To ensure Automatic Response to certain types and classes of emergency in order to supplement the resources of the local jurisdiction or service area where the Emergency Incident is occurring.

1.2 To ensure adequate personnel and apparatus are activated and arrive at the Emergency Incident in a timely manner.

- 1.3 To provide for an enhanced, effective and economical level of rescue, fire extinguishment and mitigation services for residents or occupants who live in high rise structures, care facilities, schools, hospitals or other more complex developments.
- 1.4 To ensure the Fire Departments identified in this Agreement make available operational guidelines that address resource requirements and actions necessary to respond to Emergency Incidents in accordance with this Agreement.

## **2.0 OPERATING COMMITTEE:**

- 2.1 An Operating Committee will be established, and will consist of at least one fire officer, or designate, from each of the participating Fire Departments. The Operating Committee will designate one of its members as the primary contact for communications between the Parties arising through the course of this Agreement and will immediately advise each Party in writing of the name of such contact person or any changes to the name of such contact person. The Chair of the Operating Committee will rotate on an annual basis and decisions of the committee will be by simple majority. A quorum of members must be present. A quorum is four (4) members of the Committee.
- 2.2 The Operating Committee is authorized to make amendments to Schedules A, B and C to this Agreement and the primary contact of the Operating Committee designated under Section 2.1 will be responsible for ensuring that all changes are communicated in writing in a timely manner to the North Island 911 Fire Dispatch Center Manager and to each Party.
- 2.3 The Operating Committee will meet not less than two times each year and will meet at such other times as may reasonably be requested by either Party or any of the Fire Chiefs.
- 2.4 The Operating Committee will establish and agree upon Uniform Operational Guidelines governing Automatic Aid activations and responses, attached as Schedule C to this Agreement, and each Fire Department will adopt and train its Firefighters to the standards specified in such guidelines.
- 2.5 The Operating Committee will be responsible for establishing the operational requirements and processes for Automatic Aid activations and responses including:
  - a. identifying what constitutes an Emergency Incident;
  - b. establishing the appropriate responses from the Requesting Department and Responding Departments to each Emergency Incident;
  - c. expanding or limiting the coverage area for Automatic Aid;
  - d. establishing the necessary Uniform Operational Guidelines to cover Automatic Aid activations and responses;
  - e. working with the Dispatch Centre to ensure appropriate dispatching of Automatic Aid to Emergency Incidents;



- f. setting training standards and requirements, including a reliable method for rapidly identifying the training levels of personnel from each of the Responding Departments;
- g. organizing regular joint training exercises among the Fire Departments and with the Dispatch Centre;
- h. establishing or confirming communication protocols at the scenes of Emergency Incidents;
- i. annually collating the insurance policies and certificates of insurance of each of the Fire Departments and circulating same;
- j. recommending revisions to the governing bylaws of each Fire Department to ensure the objectives of this Agreement can be fully realized;
- k. making recommendations to update or amend the Mutual Aid Agreement to correspond with this Agreement and vice versa; and
- l. reviewing and analysing Automatic Aid activations and responses and any issues arising in connection with such responses.

### **3.0 INDEMNITY**

- 3.1 Where a Party to this Agreement (hereinafter called the "Supplying Party") supplies another Party to this Agreement (hereinafter called the "Assisted Party") with an Automatic Response pursuant to this Agreement, the Assisted Party will indemnify and save harmless the Supplying Party from and against any and all claims, causes of action, suits, demands and expenses whatsoever arising out of, or related to, the Automatic Response rendered by the Supplying Party, its servants, employees or agents, their failure to respond to a request for Automatic Response pursuant to this Agreement or their failure to render adequate assistance.
- 3.2 The indemnity provided for in section 3.1 will not apply:
- a. to gross negligence or wilful misconduct by any Supplying Party in connection with operations at the scene of an Emergency Incident; or
  - b. in connection with any damage caused or injury suffered mustering Firefighters to a Supplying Department's fire hall(s) in connection with an Automatic Aid activation, or caused by the Supplying Department travelling to the scene of an Emergency Incident; or
  - c. any costs associated with Workers Compensation Claims, which will be dealt with in accordance with section 3.3.
- 3.3 This Agreement does not constitute the Assisted Department as the employer of any Firefighter of a Responding Department. Any Workers Compensation Claims by any Firefighters of a Supplying Department arising out of, or related to, an Automatic Aid activation or response will be the responsibility of the Supplying Department and the Party who controls such Supplying Department, and made under that Supplying Department's policies with WorkSafe BC.

#### **4.0 OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT**

Upon entering this Agreement, each Party will provide the other Parties to this Agreement with its applicable operational guidelines and pre-incident plans for the locations outlined in Schedule A to this Agreement.

#### **5.0 OBLIGATIONS FOR AUTOMATIC RESPONSE**

5.1 Automatic Response will be available twenty-four (24) hours per day, seven days per week, 365 days per year to the locations outlined in Schedule A, as amended from time to time in accordance with this Agreement.

5.2 The North Island 911 Fire Dispatch Center Manager will have a copy of this Agreement at all times and will be entitled to rely on the most up to date version of this Agreement in his/her possession for dispatching resources required under this Agreement.

5.3 It is agreed that each Party's principal responsibility for life safety and property protection is to the people and properties within their respective jurisdiction or service area. Each fire chief or designate of a Fire Department will in his/her sole discretion determine resource allocation requirements for his/her respective jurisdiction or service area.

5.4 It is agreed and acknowledged by each Party that the commitment to provide Automatic Response under this Agreement is contingent upon a Fire Department not being involved in support of another emergency event or Emergency Incident whether inside or outside of its jurisdiction or service area.

5.5 The Fire Department of the jurisdiction or service area in which the Emergency Incident occurs is required to respond to such Emergency Incident firstly with its own resources available at the time of such Emergency Incident and must ensure it is capable of arriving at the Emergency Incident in a timely fashion.

5.6 Each Fire Department responding to a request for Automatic Response under this Agreement will do so in accordance with the agreed upon Uniform Operational Guidelines and Schedule B.

5.7 The Incident Command System will be used at all emergencies involving the activation of Automatic Aid. The following principles will apply:

- Firefighters, apparatus, and equipment provided by a Responding Department will be under the direction of the Incident Commander of the Requesting Department for the duration of the Emergency Incident. The Incident Commander will adhere to recognized principles of the Incident Command System, including accountability for personnel safety, in accordance with the Uniform Operational Guidelines.
- In the event that a Responding Department is first to arrive at an Emergency Incident, the senior ranking member of the first arriving crew will assume the role of Incident Commander. The role of Incident Commander will be transferred, as soon as practicable, to the first qualified officer arriving from the Requesting Department.

- At any Emergency Incident the Requesting Department will release the resources of the Responding Departments before releasing its own resources, except as otherwise may be provided for in the Uniform Operational Guidelines.
- An Incident Commander will, as quickly as practicable in the circumstances, release any resources recalled by a Fire Chief (or designate) of a Responding Department.

## 6.0 COST RECOVERY

- 6.1 Where the Supplying Party provides resources pursuant to an Automatic Response request under this Agreement, the Assisted Party requesting assistance agrees to pay the Supplying Party for resources utilized or replace the same, as the case may be, as follows:
- a) for replacement costs of all consumables requested to be supplied by the Supplying Party and used during the Emergency Incident including, without limitation, foam and absorbents;
  - b) for the costs of damage to or loss of any equipment, tools, hoses, ladders, clothing or any other such items to a maximum value of \$5,000 per Emergency Incident; and
  - c) with respect to vehicles, to a maximum of \$5,000 per vehicle for vehicle damage or destruction.
- 6.2 Each Party involved in an Emergency Incident will maintain sufficient records to enable them to verify the use of items outlined under Section 6.1 above. The records will be maintained for two years and will be made available to the other Parties involved in such Emergency Incident, upon request.
- 6.3 Where a Party intends to request reimbursement for items under section 6.1(a), (b) or (c), the request must be made within 90 calendar days of the date of the Emergency Incident.
- 6.4 On or about February 1 of each year, the Operating Committee will meet to review the reconciliation of each Party's accounts for items under section 6.1(a) above for the previous calendar year.
- 6.5 A Party will be entitled to be reimbursed for amounts identified under section 6.4 above where the difference between any two Parties exceeds three thousand dollars. The amount eligible to be reimbursed is the portion that exceeds three thousand dollars.
- 6.6 Any amount invoiced for reimbursement under Section 6.5 above will be payable within 30 days of being invoiced.

## **7.0 DISPUTE RESOLUTION**

- 7.1 Should a dispute arise regarding any matter involving this Agreement it will be adjudicated by a panel of one appropriately qualified staff person designated by each of the Local Government Parties to this Agreement. The decision of the panel will be by simple majority.
- 7.2 Notwithstanding section 7.1, all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of any party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the *Commercial Arbitration Act (British Columbia)*. The place of arbitration will be Nanaimo, British Columbia, Canada and the costs will be borne equally by the parties.

## **8.0 GENERAL**

- 8.1 This Agreement enhances and is in addition to and does not derogate from the Mutual Aid Agreement.
- 8.2 In addition to section 2.2, this Agreement will be amended only with the written consent of the Parties.
- 8.3 Nothing in this Agreement will be interpreted as prejudicing or affecting the rights and powers of the Parties in the exercise of their functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed.
- 8.4 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.
- 8.5 The waiver by a Party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement will not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 8.6 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 8.7 Wherever the singular masculine and neuter are used throughout this Agreement, the same will be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 8.8 No remedy under this Agreement will be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

8.9 This Agreement will be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

## 9.0 NOTICES

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

The Town of Qualicum Beach  
PO Box 130  
Qualicum Beach, BC V9K 1S7  
Attention: Administrator

The City of Parksville  
100 Jensen Avenue East  
Parksville, BC V9P 2H3  
Attention: Administrator

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

Coombs-Hilliers Volunteer Fire Department  
PO Box 40,  
Coombs, BC V0R 1M0  
Attention: Fire Chief

Errington Volunteer Fire Department  
PO Box 110  
Errington, BC V0R 1V0  
Attention: Fire Chief

Dashwood Fire Department  
230 Hobbs Rd.  
Qualicum Beach, BC V9K 2B2  
Attention: Fire Chief

**10.0 TERM**

The term of this agreement will be for five years commencing on the     day of     , 2013, and ending on the     day of     , 2018.

**11.0 TERMINATION**

Any party to this Agreement may terminate its participation by giving notice in writing to all of the other Parties for notice of termination, not less than six months in advance of the date on which it wishes to terminate its participation.

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

**FOR THE CITY OF PARKSVILLE**

\_\_\_\_\_  
Mayor, Chris Burger

\_\_\_\_\_  
Debbie Comis, Corporate Officer

**FOR THE TOWN OF QUALICUM BEACH**

\_\_\_\_\_  
Mayor, Teunis Westbroek

\_\_\_\_\_  
Mark Brown, CAO

**FOR THE REGIONAL DISTRICT OF NANAIMO**

\_\_\_\_\_  
Joe Stanhope, Chairperson

\_\_\_\_\_  
Jacquie Hill, Corporate Officer

**FOR THE ERRINGTON AND DISTRICT VOLUNTEER FIRE DEPARTMENT**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

**FOR THE COOMBS- HILLIERS FIRE DEPARTMENT**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

**FOR THE DASHWOOD FIRE DEPARTMENT**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

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**AUTOMATIC RESPONSE AGREEMENT - SCHEDULE "A"**

**LOCATIONS AND RESOURCES FOR AUTOMATIC RESPONSE TO EMERGENCY INCIDENTS**

<b>Jurisdiction</b>	<b>Civic Address Number</b>	<b>Street Name</b>	<b>Geographic Zone/Building Name</b>	<b>Coombs Hilliers</b>	<b>Errington</b>	<b>Parksville</b>	<b>Qualicum Beach</b>	<b>Dashwood</b>
Qualicum Beach	650	Berwick Road North	The Gardens	Engine		Ladder		Engine
Qualicum Beach	124	Fourth Ave East	Qualicum Manor	Engine		Ladder		Engine
Qualicum Beach	777	Jones Street	Eagle Park	Engine		Ladder		Engine
Qualicum Beach	750	Memorial Ave	Hawthorne Manor	Engine		Ladder		Engine
Qualicum Beach	130	Sunningdale East	Sunningdale Apartments	Engine		Ladder		Engine
Qualicum Beach	744	Primrose Street	Qualicum Elementary	Engine		Ladder		Engine
Qualicum Beach	650	Bennett Road	Arrowview Elementary	Engine		Ladder		Engine
Qualicum Beach	134	East Fifth Avenue	5 <sup>th</sup> Avenue Estates	Engine		Ladder		Engine
Qualicum Beach	699	Claymore Road	QBMS	Engine		Ladder		Engine
Parksville	All confirmed Structure Fires in the following geographic area							
Parksville			Fourneau Rd		Tender		Tender	
Parksville			Wildgreen Way		Tender		Tender	
Parksville			Hodges Rd		Tender		Tender	
Parksville			400 Blk Lowrys' Rd		Tender		Tender	
Parksville			300-600 Blk Martindale Rd including Levirs & Wain Rd's.		Tender		Tender	
Parksville	250	Craig Street	Stanford Place		Engine		Engine	
Parksville	401	Moilliet St. (South)	Trillium Lodge				Engine	
Parksville	266	Moilliet St. (South)	Cokely Manor				Engine	
Parksville	181	Beachside Drive	The Beach Club				Engine	
Parksville	188	McCarter Street	Halliday House				Engine	



**AUTOMATIC RESPONSE AGREEMENT - SCHEDULE A**

**LOCATIONS AND RESOURCES FOR AUTOMATIC RESPONSE TO EMERGENCY INCIDENTS**

<b>Coombs/Hilliers</b>	All confirmed Structure Fires – Duty Officer plus the following:				Tender	Ladder	Engine	Tender
<b>Coombs/Hilliers</b>	861	Hilliers Rd	Morning Glory School		Tender	Ladder	Engine	Tender
<b>Coombs/Hilliers</b>	2350	Alberni Hwy	French Creek School		Tender	Ladder	Engine	Tender
<b>Coombs/Hilliers</b>	1020	Virginia Rd	Arrowsmith Heli Service		Tender	Ladder	Engine	Tender
<b>Coombs/Hilliers</b>	1225	Clarke Rd	Long Hoh Enterprises		Tender	Ladder	Engine	Tender
<b>Dashwood</b>	All confirmed Structure Fires – Duty Officer plus the following:			Tender			Engine/Tender	
<b>Dashwood</b>	2250	Fowler Road	Arrowsmith Golf Course	Tender			Engine/Tender	
<b>Dashwood</b>	3377	Highway 19A	Fairdale Tires	Engine			Engine	
<b>Dashwood</b>	3506	Highway 19A	Riverside Resort	Engine			Ladder	

**AUTOMATIC RESPONSE AGREEMENT - SCHEDULE B**

**REQUESTS FOR AUTOMATIC RESPONSE  
ASSISTANCE AND GUIDELINES ON RESPONSE AND RESOURCES**

**Requests for Assistance**

Requests for Automatic Response assistance will occur for the locations or specified incident types identified in this agreement.

**Automatic Response Resources and Response Procedures**

1. The Fire Department requesting Automatic Response is responsible to attend to the Emergency Incident in its jurisdiction in accordance with its own operational guidelines and, upon arrival on scene, will make every effort to release the Automatic Response responder in a timely manner.
2. Firefighters responding to an Automatic Response dispatch will assemble at their home fire station prior to responding in the designated fire apparatus as outlined on Schedule A. The responding Fire Department's operational guidelines will determine the manpower for the requested responding apparatus shown in Schedule A.
3. Firefighters who have responded to their fire station to support an Automatic Response dispatch and which are not immediately required for response, will remain at the fire station on standby, or until officially released from duty by their Fire Chief or designate.
4. The Incident Command System will be used at all emergencies involving the activation of Automatic Response. The senior officer of the Fire Department in whose jurisdiction or service area the Emergency Incident is occurring will be in command of all responding personnel and will communicate and provide direction in a manner to ensure coordinated operations.

**AUTOMATIC RESPONSE AGREEMENT – SCHEDULE C**

**UNIFORM OPERATIONAL GUIDELINES**

**List of Uniform Operational Guidelines**

Evacuation Procedures	Rapid Intervention Teams	Incident Command Procedures	Accountability Systems	Radio Procedures
Rehab Procedures				
Withdraw/Abandon				
Training Standard				



RDN REPORT		
CAO APPROVAL		
EAP		
COW		
OCT 15 2013		
RHD		
BOARD	✓	

**MEMORANDUM**

**TO:** Paul Thompson  
 Manager of Long Range Planning

**DATE:** October 9, 2013

**FROM:** Stephen Boogaards  
 Planner

**FILE:** 6480 40 RGCS

**SUBJECT:** City of Nanaimo Official Community Plan Regional Context Statement

**PURPOSE**

To consider the City of Nanaimo’s Official Community Plan Regional Context Statement for acceptance.

**BACKGROUND**

The City of Nanaimo has revised the Regional Context Statement (RCS) in its Official Community Plan (OCP) to be consistent with the eleven goals of the new Regional Growth Strategy (RGS) adopted in November 2011. The RCS submitted identifies how the current OCP is either consistent or how it will become consistent with the goals of the new RGS. The City of Nanaimo has submitted this revised RCS for Regional District of Nanaimo (RDN) Board approval.

Where a RGS applies to a municipality, the municipal OCP is required under Section 866 of the *Local Government Act* to include a RCS. When a new RGS is adopted each member municipality has two years to submit a RCS that is consistent with the RGS. As the RGS was adopted in November of 2011, each municipality has until November 2013 to submit a revised RCS for acceptance. Municipalities use the RCS to explain the relationship between the policies of the OCP and the regional goals of the RGS. If an OCP contains goals or policies that are not consistent, then a municipality has to identify in its RCS how it will become consistent with the RGS over time.

City of Nanaimo Council is required by Section 866(8) of the *Local Government Act* to submit the RCS (Attachment 1) to the Regional Board for acceptance in relation to the goals of the RGS. The Board has 120 days to either accept or refuse to accept the RCS. If the Board refuses to accept the RCS then it must provide: (a) each provision to which it objects; and, (b) the reason for the objection. Failure to resolve conflicts would require a dispute resolution process as outlined in the governing legislation.

**ALTERNATIVES**

1. Accept the City of Nanaimo Regional Context Statement.
2. Refuse to accept the City of Nanaimo Regional Context Statement and identify each provision to which the Board objects and the reason for the objection.

## LAND USE IMPLICATIONS

### *Growth Management Implications*

All RDN municipalities are required to have an RCS in their OCP that explains the relationship between the OCP and the goals and policies in the RGS. The municipal OCP must be consistent with this statement. Below is a summary of the relationship of the City of Nanaimo's RCS with the RGS goals.

#### *Goal 1 – Prepare for Climate Change and Reduce Energy Consumption*

The RCS describes how the policies and actions of the OCP will achieve the city's greenhouse gas emission targets. The OCP policies and actions include 'encouraging mixed use development', 'promoting alternative forms of transportation', and 'reducing corporate emissions'. These examples described in the RCS relate to key RGS policies to create walkable communities that can support a range of efficient transportation options.

#### *Goal 2 – Protect the Environment*

The RCS describes how strategies in the OCP are aimed at protecting parks and natural corridors that serve as wildlife habitat and to cluster development in urban nodes. This is consistent with RGS policies to direct most new growth into Growth Containment Boundaries (GCB) and to preserve natural areas and corridors for wildlife habitat. The RCS also identifies development permit areas and policies to protect environmentally sensitive lands and the natural environment from the impacts of development. These policies serve to protect the foreshore, watercourses, steep slopes and sensitive ecosystems. This is consistent with direction in the RGS to 'enhance the environment and minimize ecological damage related to growth and development'.

#### *Goal 3 – Coordinate Land Use and Mobility*

The RCS identifies the connection in the OCP between higher residential densities and mix of land uses within urban nodes with efficient transit services and transportation infrastructure. This reflects direction in the RGS to create 'mixed-use centres' where housing, employment and services are within a walkable area and frequent transit service can be provided in a cost effective manner. The RCS also describes how the OCP supports increased opportunities to walk or cycle within the city to reduce greenhouse gas emissions and to improve travel safety.

#### *Goal 4 – Coordinate Housing and Jobs in Growth Centres*

The RCS describes how the OCP has two containment boundaries. The OCP has a GCB consistent with the RGS and it has an Urban Containment Boundary (UCB) within the GCB. The GCB aligns with the municipal boundary while the OCP directs future urban growth and servicing inside its UCB. This approach is consistent with RGS policy provided that the RCS identify that there is a difference between a municipal containment boundary designated in the OCP and the GCB that is designated in the RGS.

The RCS clarifies that the UCB still delineates land meant for urban growth to separate it from lands meant for open space and resource protection. The RCS states that resource, parks or open space lands outside of the UCB are not expected to be developed within the term of the Plan.

#### *Goal 5 – Enhance Rural Integrity*

Consistent with the growth management goals of the RGS, the RCS states that the OCP directs future development to serviced land within the UCB. This strategy is intended to relieve development pressure on agricultural and resource lands outside of the UCB. The RCS also states that the OCP is supportive of the regulations and policies of the Agricultural Land Commission, including policies for buffering new development adjacent to land in the Agricultural Land Reserve (ALR).

*Goal 6 – Facilitate the Provision of Affordable Housing*

The RCS identifies how the OCP supports a range of housing types within mixed use areas such as nodes and corridors. This is consistent with key policies in the RGS to support a variety of housing options and sizes in close proximity to services to accommodate a range of household incomes or needs. The RCS also clarifies that the OCP encourages the private sector and supports the non-profit sector to create this mix of affordable housing stock.

*Goal 7 – Enhance Economic Resiliency*

The RCS identifies OCP support for Nanaimo as a focus for ‘more intensive commercial, professional, and service uses in the Regional District.’ This is consistent with direction in the RGS where the City of Nanaimo serves as a regional urban centre for services and employment that benefit all residents in the regional district. The RCS also identifies how the OCP directs new development into urban nodes and corridors to ‘provide employment opportunities in close proximity to housing and other services’. This is consistent with RGS policy to situate commercial land uses close to housing in mixed-use centres where government services such as transit can be cost effectively provided.

*Goal 8 – Food Security*

The RCS identifies OCP support for providing and protecting access to local sources of healthy food. Examples provided in the RCS include the OCP policies that support the development of a local food charter, encourage urban agriculture initiatives and protect land within the Agricultural Land Reserve. This is consistent with RGS policies to support programs that increase the awareness of local food production and support the retention of farmland in the ALR.

*Goal 9 – Pride of Place*

The RCS describes OCP support for the preservation and enhancement of culture in the city through the protection of heritage resources and investment in local arts and culture programs. The RCS also identifies OCP strategies to improve the character of the city’s built form through development permits and design guidelines. This is consistent with RGS direction to ‘promote excellence in architecture and urban design’.

*Goal 10 – Efficient Services*

The RCS describes direction in the OCP to only provide new community services to lands within the UCB consistent with Goal 10 of the RGS. In the RGS, the provision of water and wastewater services to only land within the GCB reinforces growth management policies to focus most new development in growth centres and prevent unplanned growth on rural or resource lands.

*Goal 11 – Cooperation Among Jurisdictions*

The RCS identifies OCP support to continue to work and consult with the public, stakeholders, other municipal governments, the regional district and First Nations to implement the goals of the RGS. This reflects direction in the RGS to promote the growth management goals among public and private stakeholders.

***Sustainability Implications***

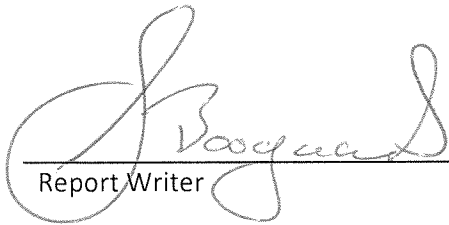
The RGS is the coordinating document for the RDN and member municipalities on matters affecting the management of growth and regional sustainability. The RGS provides partners with a framework to achieve shared goals while maintaining the autonomy of the local jurisdictions. The RCS in the City of Nanaimo’s OCP confirms that the goals and policies of the OCP are consistent or will become consistent with the regional goals of the RGS to create a sustainable region.

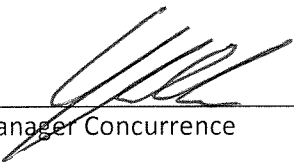
**SUMMARY/CONCLUSION**

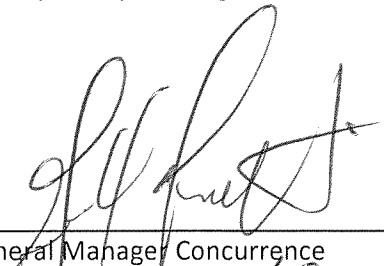
The City of Nanaimo has prepared a Regional Context Statement for acceptance by the Regional District Board pursuant to the requirements of Section 866 of the *Local Government Act*. As a new Regional Growth Strategy was adopted in November 2011, each member municipality has until November 2013 to submit a Regional Context Statement that is consistent with the new Regional Growth Strategy. Nanaimo's Context Statement identifies the relationship between the Official Community Plan and the Regional Growth Strategy, and confirms that the Official Community Plan is consistent or will become consistent with the goals of the Regional Growth Strategy.

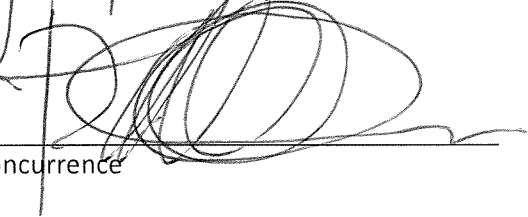
**RECOMMENDATION**

That the City of Nanaimo Regional Context Statement be accepted by the Regional District of Nanaimo Board.

  
Report Writer

  
Manager Concurrence

  
General Manager Concurrence

  
CAO Concurrence

**Attachment No. 1**

**Nanaimo Regional Context Statement**

CITY OF NANAIMO

BYLAW NO. 6500.023

A BYLAW TO AMEND THE CITY OF NANAIMO  
"OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500"

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WHEREAS the Council of the City of Nanaimo wishes to amend City of Nanaimo "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500";

THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Nanaimo, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as "OFFICIAL COMMUNITY PLAN AMENDMENT BYLAW 2013 NO. 6500.023".
2. The City of Nanaimo "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500" is hereby amended as set out in Schedule A to this Bylaw.

PASSED FIRST READING 2013-JUL-08  
PASSED SECOND READING 2013-JUL-08  
PASSED SECOND READING AS AMENDED 2013-SEP-09  
PUBLIC HEARING HELD 2013-OCT-03  
PASSED THIRD READING 2013-OCT-03  
ADOPTED \_\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

File: OCP00076  
Regional Context Statement



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#### SCHEDULE A

1. Part B, Section 3.2, Regional Context Statement, of the "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500" is deleted in its entirety, and replaced with the following:

#### **3.2 Regional Context Statement**

This Plan achieves consistency with the RGS goals as follows:

#### **RGS Goal 1 Prepare for Climate Change and Reduce Energy Consumption**

To reduce GHG emissions and energy consumption, and promote adaptive measures to prepare for climate change impacts.

The City's Official Community Plan, planNanaimo, is based upon a guiding principle of sustainability. This guiding principle is supported through goals and objectives that address climate change and energy consumption, urban growth and land use, and transportation modes and mobility patterns. Greenhouse gas emissions targets (GHGs) will be achieved through reducing emissions from corporate buildings and vehicle fleets, encouraging healthy, compact, mixed use developments, and providing and promoting effective transportation systems and alternative modes of travel.

#### **RGS Goal 2 Protect the Environment**

To protect and enhance the environment and minimize ecological damage related to growth and development.

An ever increasing focus on the care and stewardship of the environment is an important characteristic of this Plan. New standards have been developed to protect not only designated park spaces but also those green corridors that provide connections and habitat for wildlife. The clustering of development in urban nodes and corridors, along with the sensitive development of existing underdeveloped or undeveloped parcels will also work toward protecting significant land features and environmentally sensitive areas.

The City of Nanaimo has put a great deal of effort into developing policies and bylaws to protect the environment and minimize the impact of growth on existing environmentally sensitive areas and green space. Development Permit Areas are mapped and the guidelines serve to protect the foreshore, watercourses, steep slopes, and sensitive ecosystems found within the city's boundaries. Policies also outline measures to be taken respecting water supply and water conservation, and improving air quality through alternative transportation.

#### **RGS Goal 3 Coordinate Land Use and Mobility**

To ensure land use patterns and mobility networks are mutually supportive and work together to reduce automobile dependency and provide for efficient goods movement.

planNanaimo sets out specific policies and actions to achieve Goal 3 of the Regional Growth Strategy, building on the success of initiatives developed from Imagine Nanaimo and Plan Nanaimo. It is anticipated that the evolution of the urban nodes and corridors, as mixed use centres, will not only make transit routes more viable in the future, but will overall reduce automobile dependency. This is also true of other commercial centres and industrial areas, which are located to take advantage of major roads, rail lines and ocean routes for movement of goods.

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The development of the E&N Trail, Parkway Trail, and numerous cycle routes and linkages are a direct result of community involvement in creating new mobility options. Walking and cycling are increasing in use in this active community, and planNanaimo supports the development of future options for non motorized transportation, for recreational purposes, to reduce greenhouse gas emissions, and to allow safe travel for a wide range of purposes including work, shopping, and education.

#### **RGS Goal 4 Concentrate Housing and Jobs in Growth Centres**

To establish distinctive activity centres that provide ready access to places to live, work, play and learn.

The Regional Growth Strategy has identified that growth should be directed to Regional Urban Centres, such as Nanaimo, and to other Urban Centres and Rural Village Centres. These areas are delineated by a Growth Containment Boundary, which in the case of Nanaimo is contiguous with its municipal boundary. In addition, the City has, through its OCP, identified an Urban Containment Boundary that is contained both within the GCB and municipal boundary, and is recognized in Policy 4.1 of the Regional Growth Strategy. OCP policies direct urban growth and servicing to those properties inside the Urban Containment Boundary only. Lands outside the Urban Containment Boundary are reserved for resource lands including lands within the Agricultural Land Reserve, parks and open space, and limited residential uses at rural densities without municipal water and sewer services.

planNanaimo supports the maintenance of both the Growth Containment Boundary (GCB) and the City's Urban Containment Boundary (UCB) to provide the focus for current and future urban development in Nanaimo. Sufficient underdeveloped or undeveloped lands are available to accommodate future growth for the next 20 to 25 years.

Within the UCB, it is anticipated that overall densities will rise in the next 20 to 25 years, creating a more urban environment within the city. planNanaimo supports new forms of higher density residential development within the UCB and in defined Urban Nodes and Corridors. It is anticipated that the expansion of housing options will meet the needs of Nanaimo's growing and aging population.

The UCB also contains lands designated for future commercial and industrial growth. Community services will not be provided outside the UCB, except for health or environmental reasons.

The City will be conducting a targeted review of the OCP during the fall of 2013 and the spring of 2014. As part of that review the City will revise Map 1 – Future Land Use Plan to indicate that the City Boundary and the RGS Growth Containment Boundary are contiguous. It is not expected that any Resource Protection or Parks and Open Space lands outside the UCB will be developed for urban growth and moved inside the UCB within the term of the Plan.

#### **RGS Goal 5 Enhance Rural Integrity**

To protect and strengthen the region's rural economy and lifestyle.

There are very few areas of rural lands within city limits. The delineation of the UCB serves to focus urban growth, to preserve ALR lands and environmentally sensitive areas, and to protect rural areas from higher density urban development. The UCB provides a clear

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separation between community serviced lands and those agricultural lands, forestry lands, and environmentally sensitive areas intended to be protected in the long term. Focusing growth to the urban nodes and corridors will also minimize the impacts of development on the lands outside the UCB.

This OCP does not support the extension of urban services outside the UCB. In addition, all regulations and policies of the Agricultural Land Commission are fully supported for ALR lands within the Plan area, including policies supporting buffering on adjacent developable lands.

#### **RGS Goal 6 Facilitate the Provision of Affordable Housing**

To support and facilitate the provision of appropriate, adequate, affordable, attainable and adaptable housing.

planNanaimo recognizes the importance of creating opportunities for the development of new affordable housing, as well as maintaining the existing stock of affordable housing. Land use policies provide opportunity for a range of housing types, and particularly within mixed use areas such as urban nodes and corridors. This mix of affordable housing forms is then encouraged through private development and / or financial support to non profit housing societies.

#### **RGS Goal 7 Enhance Economic Resiliency**

To support strategic economic development and link commercial and industrial strategies to the land use and rural and environmental protection priorities of the region.

Nanaimo has long served as the focus for higher concentrations and more intensive commercial, professional, and service uses in the Regional District. Nanaimo contains the largest concentrations of employees in the area at sites including Downtown Nanaimo, Nanaimo Regional Hospital, and Vancouver Island University. Existing urban nodes, such as Woodgrove, are also economic generators that provide a range of goods and services to residents from Nanaimo and the surrounding area. A strong economy and the locational characteristics of Nanaimo keep it well poised to experience greater growth over the next 20 to 25 years.

This Plan supports working with the RDN and member municipalities on creating opportunities and enhancing existing development to promote a 'vibrant and sustainable economy'. The mix of uses supported in the urban nodes and corridors reflect the policies developed in Goal 7 of the RGS by providing a variety of employment opportunities in close proximity to housing and other services. These nodes and corridors, along with the industrial, commercial and resource lands, are intended to expand the range of options to live, work, and be in Nanaimo.

#### **RGS Goal 8 Food Security**

To protect and enhance the capacity of the region to produce and process food.

In support of Goal 8 of the RGS, planNanaimo recognizes the importance of food security and providing access to local, healthy food. This involves consideration of where food is being grown, how it is processed and distributed, and ultimately how waste reduction and recovery is managed. planNanaimo contains specific objectives and policies to develop

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sustainable local food systems, to encourage partnerships for food security, and to ensure access to food. The development of a food charter and food system strategy is specifically addressed to help develop sustainable local food systems and encourage partnerships for food security.

Education is promoted as a key component of food security, while other policies encourage the use of lands throughout the city for urban agriculture, and ensure the Agricultural Land Commission is supported in its mandate to protect agricultural lands.

#### **RGS Goal 9 Pride of Place**

To celebrate the unique beauty, culture, history and arts of the region.

planNanaimo speaks to the importance of social enrichment, ensuring a healthy community through the recognition and importance of place, character, history and culture. Cultural development is considered to be of great importance to the community's unique flavour and is recognized through the recognition and protection of heritage resources, and continued investment and development of local arts and culture programs.

Built form also factors into the community's pride of place, and quality development is encouraged through development permits and design guidelines that highlight green buildings, sustainable landscape features, and good quality architectural design that emphasizes neighbourhood character.

#### **RGS Goal 10 Efficient Services**

To provide efficient, cost effective services and infrastructure.

planNanaimo supports Goal 10 of the RGS through a number of policies. New community services shall only be provided to lands within the UCB. This, along with refined development patterns, will serve to focus growth and lead to greater efficiencies in the provision of services, including water, storm, energy, and emergency planning. Servicing is currently in place or available to meet Nanaimo's anticipated growth over the next 20 to 25 years.

#### **RGS Goal 11 Cooperation Among Jurisdictions**

To facilitate an understanding of, and commitment to, the goals of growth management among all levels of government, the public, and key private and voluntary sector partners.

This Plan supports full collaboration at the local level among Council, citizens, the business community, stakeholders and special interest groups in establishing the design, character, and uses on lands within the Urban Nodes, Corridors, and Neighbourhood and other land use designations of planNanaimo.

Ongoing consultation with the public and other interested parties will continue through regularly scheduled Council meetings, involvement of the Nanaimo Advisory Planning Committee on the review of amendment applications, public information meetings, public hearings, and expansion of the City's website.

planNanaimo supports ongoing efforts to work with the Town of Qualicum Beach, City of Parksville, District of Lantzville and the RDN in creating and implementing a shared future for

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the mid Island area. In addition, this Plan supports efforts to work with the Snuneymuxw First Nation on achieving shared goals and objectives.

Overall, all policies of planNanaimo are fully consistent with the RGS.

2. Part B, Section 3.3, Implementation of the Regional Context Statement, of the "OFFICIAL COMMUNITY PLAN BYLAW 2008 NO. 6500" is deleted in its entirety, and replaced with the following:

Any future changes to planNanaimo will follow the fundamental principles of the Regional Growth Strategy. The City will uphold the fundamental principles of the Regional Growth Strategy, including:

- Prepare for Climate Change and Reduce Energy Consumption through continued efforts and opportunities to reduce greenhouse gas emissions and improve green design standards
- Protect the Environment by implementing policies and Development Permit Area guidelines that provide enhanced protection for the sensitive lands and waterways
- Coordinate Land Use and Mobility through diversifying options for traveling in and around Nanaimo
- Concentrate Housing and Jobs in Rural Village and Urban Growth Centres by maintaining the UCB and encouraging mixed use development and a range of housing options
- Enhance Rural Integrity by limiting urban impacts on rural and resource lands
- Facilitate the Provision of Affordable Housing through new and existing housing stock
- Enhance Economic Resiliency through focused development and a positive approach to growth
- Enhance Food Security by supporting the protection of agricultural lands and promoting food security and urban agriculture
- Celebrate Pride of Place through the recognition and protection of cultural, heritage and built form resources
- Provide Services Efficiently by encouraging infill and the effective use of infrastructure
- Enhance Cooperation Among Jurisdictions by working together to promote shared goals and visions for the area