

REGIONAL DISTRICT OF NANAIMO

**REGULAR BOARD MEETING
TUESDAY, MARCH 24, 2015
7:00 PM**

(RDN Board Chambers)

A D D E N D U M

PAGES

- 2. LATE DELEGATIONS** (requires motion – All Directors – One Vote)
- 3-6 **Kelly Olson and Genelle Conn**, re TELUS proposal at 1421 Sunrise Drive, Electoral Area 'G'.
- 5. COMMUNICATIONS/CORRESPONDENCE**
- (All Directors – One Vote)
- 7-9 **Terry Stranger**, re Cell tower Sunrise Dr. Parksville.
- 6. UNFINISHED BUSINESS**
- BYLAW ADOPTION**
- 10 **Amendment to Regional Growth Management Service** (All Directors – One Vote).
- That "Regional Growth Management Service Amendment Bylaw No. 1553.03, 2015" be adopted.*
- 8. SCHEDULED STANDING, ADVISORY, AND SELECT COMMITTEES**
- Sustainability Select Committee**
- 11-13 Minutes of the Sustainability Select Committee meeting held Tuesday, March 17, 2015 (For Information) (All Directors – One Vote).
- 14-21 **Green Building Action Plan 2015** (Lantzville, Electoral Area Directors – Weighted Vote).
- That the updated Green Building Action Plan 2015 be approved as proposed.*
- 22-30 **Green Building Incentive Program 2015** (Lantzville, Electoral Area Directors – Weighted Vote).
1. *That the proposed 2015 Green Building Incentive Program be approved.*

2. *That staff investigate the feasibility and financial implications of incorporating a Fortis BC rebate program for natural gas inserts into the RDN Green Building Incentive Program.*

31-41 **Strategic Energy Management Terms of Reference** (All Directors – One Vote).

That the Strategic Energy Management Terms of Reference be approved as presented.

9. ADMINISTRATOR’S REPORTS

42-56 **Sunnybeach License Renewal – Electoral Area ‘H’** (All Directors – Weighted Vote).

2. *That staff investigate the feasibility and financial implications of incorporating a Fortis BC rebate program for natural gas inserts into the RDN Green Building Incentive Program.*

31-41 **Strategic Energy Management Terms of Reference** (All Directors – One Vote).

That the Strategic Energy Management Terms of Reference be approved as presented.

9. ADMINISTRATOR’S REPORTS

42-56 **Sunnybeach License Renewal – Electoral Area ‘H’** (All Directors – Weighted Vote).

Re: Telus proposal at 1421 Sunrise Drive, Electoral Area "G"

From: Kelly Olson

Sent: Tuesday, March 24, 2015 9:06 AM

Subject: Request for Delegation

Could you please add Kelly Olson and Genelle Conn to the March 24th Board Agenda?

I have attached a copy of what I propose to say.

Kelly

My name is Kelly Olson. I am here with my daughter and granddaughter because last week I saw an article in the paper that there is a proposed cell tower to be built at 1421 Sunrise Dr. This was the first that I had heard about it.

I have been a resident of Sandpiper (1302 Lawson Place) for 28 years, I do have a cell phone and yes the reception in French Creek is spotty so I can understand the desire to have a tower somewhere in this area. I also understand that there is the saying "not in my backyard" but I am also a grandparent and my 20 month old grandchild and my pregnant daughter live at 1378 Sunrise in Sandpiper which is approximately 200 metres (or less) from the potential tower placement. Therefore, I have great concern about the placement of the tower.

I have been trying to research the effect of cell towers but I do not have any back ground in the health industry to know how to interpret the various wave lengths and what the reports all mean. However I see articles on the internet about communities trying to establish regulations related to the placement of the towers within residential areas.

On Saturday, I emailed Joe Stanhope with my concerns and asked him to call me to discuss but he did not. I wanted to know what I could do to have input on the proposed site.

When Mr. Stanhope did not call, I called Industry Canada and they told me essentially, that they get involved once the site is "approved" by a community. However, that once it was approved that it would likely go ahead.

I re-read the newspaper article about the proposed cell tower in Sandpiper and realized that the meeting to approve the recommendation was scheduled for Tuesday night. I had one day to do something.....

I then called the RDN and was told that Telus would have a delegation and that I also could have a delegation....not much time to prepare so I apologize if I don't have facts to present you with to support my position.

My concerns:

1. How was the message delivered to the public? How widely was the notification to the public?
What consultation was done with the public that were notified?
 - How were people informed? Was there some kind of mail out?
 - The Newspaper article refers to 145 responses. What were they responding to? Was there some survey that went out? What was the actual question ask? Did it just ask if they thought a cell tower was needed? How were the people that responded selected?
 - My daughter lives just 5 houses from the proposed site but was not asked.
 - There are also in excess of 10 kids at the bus stop on the corner of Drew and Sunrise. Were they or their parents asked about the proposed cell tower location?
 - How can Telus have done due diligence if the public wasn't aware?

- RDN planning department was to get back to me with the process involved but had not done so before this meeting (again, not much time)
2. What other options were considered – alternative locations
 - I am not saying that a cell tower should not be built....I have a cell phone and I agree that the reception is spotty so I can understand the desire to have a tower somewhere in this area but have all options been considered? Not just this location because Telus already owns it.
 - We did hear at one time that there was a proposed tower for the end of Drew Road but do not know if that is proceeding.
 - Why were other sites turned down ?
 - We have looked at the location of other cell tower in the District and none of them are in residential areas. We have noted that one article indicates that after 500 metres, the potential effected are greatly reduced so why not put it in an area away from houses.
 - Do you want to start a precedence of having cell towers in residential areas?
 - I have pulled up a satellite view of the French Creek area and there are many areas of green space. So why are they considering putting the tower in a residential area?
 - Have they considered sites like the French Creek Sewage treatment plant which is already an RDN asset with minimal residential area in close proximity? Or even French Creek Marina? Or the parkland beside the French Creek Bridge?
 - Telus provides compensation for having a cell tower on site (as I understand, up to \$2000 per month). This could help with a budget area for the RDN?
 3. Potential health risk to everyone - there appears to be many complaints and studies on the internet that indicate that there are potentially adverse effects for everyone living around a cell tower. Again, I don't have the expertise nor the time before today's meeting to get more information. By why take a chance and put the tower in a residential area?
 4. And lastly but most important to me – the potential health risks for a young developing child
 - The reading I have done indicates many potential health risks especially for the developing young and although they have not been proven, I don't want to look back in 10 years and have a grandchild with leukaemia or some other health issue because residents want to have cell reception. There is a lot of land in French Creek and just because Telus owns a spot does not means that they should be able to erect the tower in the middle of a residential area.
 - When I found out about the current proposal in last week's paper, I started looking on the internet and found an article dated January 29, 2015 from Eve Flynn on behalf of the School District No. 69 and because of its proximity to Oceanside Elementary school the Board was opposing the construction of the cell tower at the French Creek Landing. As this site appears to no longer be on the table, the comments made by the District must have had some bearing on the decision of Telus not to pursue the site.

- I agree completely with the cautionary approach to being close to a school. Children are spending 6 to 7 hours a day in the school and need to be protected from any potential risk to their development.
- On that very thread, my granddaughter and her soon to be sibling are in closer proximity to the proposed cell tower site in Sandpiper than the tower that they were proposing for the Oceanside School area and they will be in their house for 12 to 14 hours per day! Far in excess of the time the other children would be at school. Some of Eve Flynn's comments were – "Young developing minds could be at risk" and "how is this affecting developing brains? We'd rather be on the safe side". My grandchildren deserve that same opportunity.
- We protect our children from every visible hazard; put them in car seats, build a fence around a pool; put a gate at the top of the stairs; so why would we not try to protect them from an invisible hazard when we do not yet know what possible harm may occur.

Can you tell me conclusively that there will be no harm to my grandchildren as a result of the emission from the cell tower? If not, then is it appropriate to experiment with them when the long term effects on the development of a child are not known?

Would you have your children and grandchildren live in close proximity to a cell tower?

I believe if you move to an area and there is something there before you move in then you have no right to complain. However, if you have established your life and some change is going to take place that may harm your family, then you should have a right to discuss the potential effect and have some input on the decision.

I ask that you defer voting on the recommendation until other areas can be considered. Please don't put my grandchildren at risk.

From: Terry
Sent: Saturday, March 21, 2015 3:18 PM
Subject: Cell tower Sunrise Dr. Parksville

My husband and I are concerned about the cell tower going up on Sunrise Dr. We are one of the three houses on the open side of the Telus property. We were told about the tower in a letter, the tower was going to be placed in the middle of the property behind or beside a tall tree for camouflage. We have now found out it is going further to the back of the property nearer the highway. We are not sure if this is within the already fenced off area hopefully not, because this means it will be totally visible from my back yard. This was not in the letter we received to that address. We are in the process of selling this house it was a rental property, and have already had an offer refused because of the tower. I am not opposed to the tower but don't want to see it every day from my back yard. I would like to know why the location was moved. If it is placed where it was to be before, and they put some trees for camouflage on our house side, then it should not be so conspicuous. Most people use their back yards for barbecuing and entertaining unlike their front yards. I realize this is needed and most people voted in favour of this but this is not going to be visible from their back yard every day. I am also forwarding pictures separately,

Thankyou Mr & Mrs Stanger 1433 Sunrise Dr Parksville email address Terrystanger@shaw.ca we would appreciate an answer why the tower sight was changed.

Sent: Tuesday, March 24, 2015 10:32 AM
Subject: FW: 1433 Sunrise Dr ,

This goes with the last email I just sent.

From: Terry [<mailto:terrystanger@shaw.ca>]
Sent: Saturday, March 21, 2015 3:27 PM
To: corpsrv
Cc: Terry-lynn Stanger
Subject: 1433 Sunrise Dr ,

Why are they changing tower from middle to back with no notice or in put from us?It does make a difference this is my view from back yard.





REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1553.03

A BYLAW TO AMEND THE APPORTIONMENT RATIO FOR ELECTORAL AREA B

WHEREAS the Board has adopted Regional Growth Management Service Establishment Bylaw No. 1553, 2008;

AND WHEREAS the Board wishes to amend the apportionment ratio for Electoral Area B from 100% to 50% to recognize that the Regional Growth Strategy does not apply to Electoral Area 'B' but to include Electoral Area 'B' with regard to other Regional Growth matters that do not pertain to the regional growth strategy bylaw;

AND WHEREAS the approval of the municipal participating areas has been obtained under section 801.4 of the *Local Government Act*;

AND WHEREAS the approval of the electoral participating areas has been obtained under section 801.5 of the *Local Government Act*;

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 "Regional Growth Management Service Amendment Bylaw No. 1553.03, 2015".
2. Section 5 is deleted in its entirety and replaced with the following:

The costs shall be apportioned among the participating areas on the basis of:

- (a) 50% pro-rata to each participant using the converted values for land and improvements in the service area and 50% pro-rata to each participant on the basis of the most recent census population for each participant in the service area;
- (b) except that 50% of the amount yielded for Electoral Area 'B' by the calculation in paragraph (a) is to be apportioned among the other participating areas by the same method in paragraph (a) and 50% is to be apportioned to Electoral Area 'B'.

Introduced and read three times this 24th day of February, 2015.

Approved by the Inspector of Municipalities this day of

Adopted this day of

Chairperson

Corporate Officer

REGIONAL DISTRICT OF NANAIMO

**MINUTES OF THE SUSTAINABILITY SELECT COMMITTEE
MEETING HELD ON TUESDAY, MARCH 17, 2015 AT 1:30 PM
IN THE RDN COMMITTEE ROOM / BOARD CHAMBERS**

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 M. Lefebvre	City of Parksville
Director T. Westbroek	Town of Qualicum Beach
Director C. Haime	District of Lantzville
Director W. Pratt	City of Nanaimo

Also in Attendance:

Director B. Rogers	Electoral Area E
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 & Utility Services
P. Thompson	Manager, Long Range Planning
T. Pan	Sustainability Coordinator
J. Pisani	Drinking Water & Watershed Protection Coordinator
N. Hewitt	Recording Secretary

Regrets:

Director J. Kipp	City of Nanaimo
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CALL TO ORDER

The Chairperson called the meeting to order at 1:30 pm.

MINUTES

MOVED Director Young, SECONDED Director Lefebvre, that the minutes of the Sustainability Select Committee meeting held on Tuesday September 16, 2014, be adopted.

CARRIED

Drinking Water and Watershed Protection Technical Advisory Committee.

After review of the minutes, the following correction was made to the DWWP TAC November 27th Minutes - section Business Arising From The Minutes - item 3, it stated:

There was a great discussion with First Nations the last meeting that has help us move forward.

The previous language was stricken and the following was inserted in lieu thereof:

There was a great discussion regarding First Nations partnership building at the last meeting that has helped us move in the right direction.

MOVED Director Pratt, SECONDED Director Young, that the minutes of the Drinking Water and Watershed Protection Technical Advisory Committee held on Thursday November 27, 2014, be received as amended.

CARRIED

REPORTS

Energy and Sustainability Program Overview (Presentation).

MOVED Director Lefebvre, SECONDED Director Haime, that the verbal report on Energy and Sustainability Program Overview be received.

CARRIED

Quarterly Energy Update (Presentation).

MOVED Director Haime, SECONDED Director Lefebvre, that the presentation on the Quarterly Energy Update be received.

CARRIED

Green Building Action Plan 2015.

MOVED Director Lefebvre, SECONDED Director Veenhof, that the updated Green Building Action Plan 2015 be approved as proposed.

CARRIED

Green Building Incentive Program 2015.

MOVED Director Westbroek, SECONDED Director Lefebvre, that the proposed 2015 Green Building Incentive Program be approved.

CARRIED

MOVED Director Westbroek, SECONDED Director Veenhof, that staff investigate the feasibility and financial implications of incorporating a Fortis BC rebate program for natural gas inserts into the RDN Green Building Incentive Program.

CARRIED

Strategic Energy Management Terms of Reference.

MOVED Director Veenhof, SECONDED Director Westbroek, that the Strategic Energy Management Terms of Reference be approved as presented.

CARRIED

Drinking Water/ Watershed Protection Program Overview (Presentation).

MOVED Director Pratt, SECONDED Director Lefebvre, that the verbal report on Drinking Water Watershed Protection Program Overview be received.

CARRIED

Regional Growth and Long Range Planning Program Overview (Presentation).

This item was withdrawn from the agenda due to time constraints. The Regional Growth and Long Range Planning Overview will be provided at a later date.

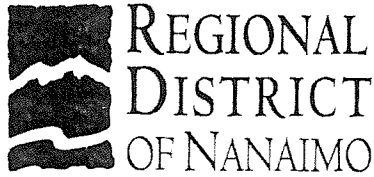
ADJOURNMENT

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

CARRIED

Time 4:17 pm

CHAIRPERSON



RDN REPORT	
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BOARD	

MEMORANDUM

TO: Chris Midgley
 Manager, Energy and Sustainability

DATE: March 9, 2015

FROM: Ting Pan
 Sustainability Coordinator

FILE: 6430-50-GBAP

SUBJECT: Green Building Action Plan 2015

PURPOSE

To propose an updated Green Building Action Plan.

BACKGROUND

The Regional District of Nanaimo (RDN) first created the Green Building Action Plan (the Plan) in 2007. Following the Board’s direction to incorporate recommendations from the report *Overcoming Barriers to Green Buildings in the RDN*, the Plan was updated in 2010. Since then, many initiatives have advanced the Plan. The following is a summary of major green building actions the RDN has completed since 2010:

- Annual Green Building Series since 2010;
- RDN *Energy Policy (Electricity)* approved in 2010;
- The first *Strategic Energy Management Plan* completed in 2011;
- Green Building Incentive Program established in 2011;
- Green Building Guidebook Series including Rainwater Harvesting Guidebook and Residential Renewable Energy Guidebook published in 2012 and 2013 respectively;
- RDN Church Road Transfer Station Expansion Project which achieved Leadership in Energy and Environmental Design (LEED) Gold standard through an Integrated Design Process (IDP) completed in 2011;
- RDN Community Energy and Emissions Plan completed in 2013;
- Green Building Outreach Strategy developed in 2014;
- Green Building Bylaw Amendments to Bylaws 500 and 1285 adopted in 2015.

To continue to make progress in the development of green buildings in the region, staff is proposing an updated Green Building Action Plan to remove completed or outdated items and to guide future initiatives and projects based on new direction in green building research and development. The areas of action from the Green Building Action Plan 2010 are reorganized and consolidated into actions in the updated Plan with new focuses.

Table 1 is a summary of the proposed changes.

Table 1: Summary of Proposed Changes

Action Plan 2010	Action Plan 2015	Changes
<ul style="list-style-type: none"> Develop Green Building Policies and Guidelines Reduce Regulatory Barriers and Providing Incentives 	<ul style="list-style-type: none"> Monitor and Develop Related Policies and Programs 	With a series of green building policies and program established, the focus is shifted to monitoring them and assessing the need for new or updated policies and programs.
<ul style="list-style-type: none"> Develop Educational Materials and Practical Toolkits Undertake Educational Activities 	<ul style="list-style-type: none"> Build Capacity 	While educational materials and activities will continue to be provided, the focus will be on providing opportunities for staff, residents and building professionals to acquire the ability and capacity to improve building performance.
<ul style="list-style-type: none"> Undertake Outreach Activities 	<ul style="list-style-type: none"> Implement Outreach Strategy 	To be more effective, the outreach activities will target specific stakeholder groups following the Green Building Outreach Strategy developed in 2014.
<ul style="list-style-type: none"> Conduct Research about Green Buildings 	<ul style="list-style-type: none"> Conduct Research 	The goal of the previous proposed research has been accomplished, with a better understanding of how to improve existing housing stock and the work to incorporate energy and water considerations into Development Permit Areas underway. The research will aim to identify opportunities for renewable energy production and understand local barriers and benefits of alternative building systems.
<ul style="list-style-type: none"> Build Partnerships Participate in Complementary Initiatives 	<ul style="list-style-type: none"> Collaborate with External Organizations 	The emphasis is on finding opportunities to share information, leverage external resources and partner with other organizations to develop mutually beneficial initiatives.

The full updated Green Building Action Plan 2015 is attached to this report as Appendix A.

ALTERNATIVES

1. That the updated Green Building Action Plan 2015 be approved as proposed.
2. That the updated Green Building Action Plan 2015 not be approved.
3. That alternate direction be given to staff.

FINANCIAL IMPLICATIONS

Staff will recommend implementation priorities and include a budget for selected components each year. Selected action items will form part of the annual Green Building Program and corporate Strategic Energy Management Program. Implementation of these actions is a major responsibility of the Energy and Sustainability staff and therefore a significant portion of the Sustainability Coordinator’s time is dedicated to the Green Building Action Plan. Funding sources for project and program delivery include the departmental budget for Energy and Sustainability; building inspection surplus revenue to support

Green Building incentives; Community Works Fund, typically for research activities and to support capacity building projects; the Regional Sustainability Initiatives Reserve Fund, the Corporate Climate Action Fund; and other external grants from utilities or senior levels of government.

STRATEGIC PLAN IMPLICATIONS

Items in the updated Green Building Action Plan play an important role in advancing the Strategic Priority of Economic Viability. One of the objectives under that Strategic Priority is “to build local expertise in green building; renewable energy technologies, materials and processes; and responsible stewardship of resources.” This is achieved in the Plan by increasing residents’ demand for green building technologies and features into new and existing buildings in the region through outreach, communication and education; while also building technical skills and capacity by working with the local development and construction industries to raise awareness and reduce barriers to the use of those technologies.

The Economic Viability Strategic Priority also includes the objective “to provide high quality services in a cost effective manner.” To this end, the Plan includes actions that focus on opportunities to reduce the cost of Regional District operations.

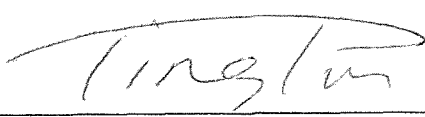
This demonstrates how the Green Building Action Plan takes an economic development based approach to support long-term resiliency and self-sufficiency, foster mutually beneficial partnerships, and facilitate innovation.

SUMMARY/CONCLUSIONS

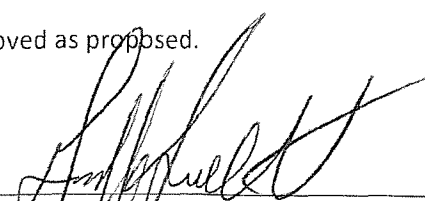
The RDN Green Building Action Plan was first developed in 2007 and updated in 2010. Since then, many actions have been completed or are underway. The revised Action Plan presents new direction in green building research and development and aims to facilitate the development of green buildings in the region through policy and program development, capacity building, strategic outreach, research and collaboration.

RECOMMENDATION

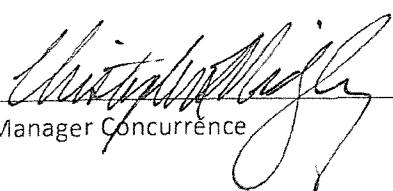
That the updated Green Building Action Plan 2015 be approved as proposed.



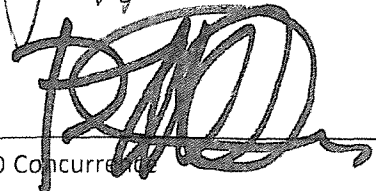
Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence

Background

Green buildings require significantly less energy and resources to operate, generate less waste and fewer emissions and provide more comfortable and productive environments for their inhabitants than average buildings.

The Regional District of Nanaimo developed the initial Green Building Action Plan (the Plan) in February of 2007. Following the Board's direction to incorporate recommendations from the report *Overcoming Barriers to Green Buildings in the RDN*, the Plan was updated in 2010. Since then, many action items have been completed following the Plan and are summarized below:

- Annual Green Building Series including workshops and open houses since 2010
- RDN Energy Policy (Electricity) approved in 2010
- The first Strategic Energy Management Plan completed in 2011
- Green Building Incentive Program established in 2011
- Green Building Guidebook Series including Rainwater Harvesting Guidebook and Residential Renewable Energy Guidebook published in 2012 and 2013 respectively
- RDN Church Road Transfer Station Expansion Project which achieved Leadership in Energy and Environmental Design (LEED) Gold standard through an Integrated Design Process (IDP) completed in 2011
- RDN Community Energy and Emissions Plan completed in 2013
- Green Building Outreach Strategy developed in 2014
- Green Bylaw Amendments adopted in 2015

To continue to make progress in the development of green buildings in the region, staff is proposing an updated Green Building Action Plan to remove completed or outdated items and to guide future initiatives and projects based on new direction in green building research and development. The areas of action from the Green Building Action Plan 2010 are reorganized and consolidated into actions in the updated Plan with new focuses.

Table 1 is a summary of the proposed changes.

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<ul style="list-style-type: none"> Develop Educational Materials and Practical Toolkits Undertake Educational Activities 	<ul style="list-style-type: none"> Build Capacity 	While educational materials and activities will continue to be provided, the focus will be on providing opportunities for staff, residents and building professionals to acquire the ability and capacity to improve building performance.
<ul style="list-style-type: none"> Undertake Outreach Activities 	<ul style="list-style-type: none"> Implement Outreach Strategy 	To be more effective, the outreach activities will target specific stakeholder groups following the Green Building Outreach Strategy developed in 2014.
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<ul style="list-style-type: none"> Build Partnerships Participate in Complementary Initiatives 	<ul style="list-style-type: none"> Collaborate with External Organizations 	The emphasis is on finding opportunities to share information, leverage external resources and partner with other organizations to develop mutually beneficial initiatives.

Goal

To facilitate the development of green buildings in the Regional District of Nanaimo.

Objectives

The objectives are:

- to maintain and enhance RDN staff and elected official awareness and knowledge about green buildings;
- to improve performance of RDN facilities;
- to develop tools and policies that encourage the adoption of green building practices;
- to build partnerships to advance green building practices in the region;
- to encourage residents to incorporate green building technologies and features into existing and new buildings in the region;
- to encourage the development and construction industry to adopt green building technologies and best practices in renovation and new construction projects in the region;
- to provide research to support green building policies and practices in the region.

Actions

1. Monitor and Develop Related Policies and Programs

- a) The RDN will monitor and conduct periodic update of existing policies and programs, including but not limited to:
- Green Building Incentive Program;
 - Annual Green Building Series;
 - RDN Green Building Policy;
 - Strategic Energy Management Plan;
 - Energy Policy (Electricity);
 - Green Building Outreach Strategy;
 - Green Bylaw Amendments.

- b) The RDN will continue to update and develop Development Permit Areas to include energy and water conservation considerations.
- c) The RDN will consider developing new policies and programs that aim to improve the performance of existing building stock and encourage new construction built to highest performance standard practicable.
- d) The RDN will develop guidelines for existing facilities. Areas to be considered could include but are not limited to:
 - Continuous building performance optimization;
 - Energy related operation and maintenance procedures;
 - Energy and water use audits;
 - Low-impact exterior maintenance; and
 - Indoor environmental quality management.

2. Build Capacity

- a) The RDN will provide necessary support to a designated green building resource person to serve the organization as well as the community at large.
- b) The RDN will provide necessary information and training to staff on topics including but not limited to:
 - Advanced building technologies, systems, and practices;
 - Relevant codes and standards;
 - Integrated Design Process for capital projects;
 - Green procurement.
- c) The RDN will encourage individuals and businesses in the development and construction industry to gain expertise and experience in green retrofits and constructions.
- d) The RDN will facilitate learning opportunities for building professionals.
- e) The RDN will continue to produce educational materials and tools about green buildings for residents, such as the Green Building Guidebook Series. The purpose of the materials and tools is to provide information and practical assistance to interested residents about:
 - Benefits of green buildings
 - Green building incentives
 - Specific strategies to address issues relevant to local and regional sustainability priorities
 - Local examples and resources
- f) The RDN will actively pursue opportunities to utilize alternative energy sources where practical and support local emerging green industries.

3. Implement Outreach Strategy

- a) The RDN will continue outreach and educational activities about green buildings for residents in a variety of formats, including but not limited to workshops, seminars, community events, open houses, online virtual tours and contests.
- b) The RDN will solicit ideas from the public on local green building priorities to ensure that regional direction meets the needs, desires and expectations of regional residents.
- c) The RDN will design outreach activities targeting specific stakeholders, including but not limited to realtors, developers, builders, homeowners, financial institutions, and building professionals.

4. Conduct Research

- a) The RDN will conduct feasibility studies to identify on-site renewable energy generation opportunities across the region.
- b) The RDN will consider commissioning studies to identify local benefits and barriers of alternative building systems including but not limited to residential greywater reuse, natural building materials, and vegetated roofs.

5. Collaborate with External Organizations

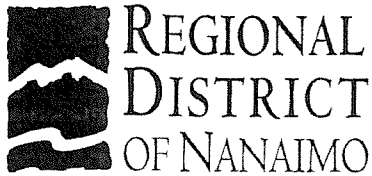
- a) The RDN will participate in complementary programs with utilities, service organizations and other external agencies.
- b) The RDN will utilize and leverage external resources and support where appropriate to promote green buildings.
- c) The RDN will partner with member municipalities and other level of governments to share information, develop tools and policies, and pursue opportunities that facilitate the development of green buildings in the region.

Budget

The RDN Board will consider the allocation of funds to implement selected components of the Action Plan as part of the budget approval process for each year. Selected action items will form part of the annual Green Building Program and corporate Strategic Energy Management Program, and be incorporated into the Energy and Sustainability Division's work plan.

Timeline

The RDN Board will consider approving one or more action items on an annual basis. The Plan shall be reviewed and updated every 3 to 5 years.



RDN REPORT		[Handwritten initials]
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MAR 10 2015		
RHD		
BOARD		

MEMORANDUM

TO: Chris Midgley
Manager, Energy and Sustainability

DATE: March 9, 2015

FROM: Ting Pan
Sustainability Coordinator

FILE: 6430-05-GBIP

SUBJECT: 2015 Green Building Incentive Program

PURPOSE

To propose a Green Building Incentive Program for 2015.

BACKGROUND

The Green Building Incentive Program (the Program) has been offered to the residents in the Regional District of Nanaimo (RDN) Electoral Areas and the District of Lantzville since 2011. Table 1 below summarizes how the program budget was distributed since its inception in 2011.

Table 1: 2011-2014 Green Building Incentive Summary

Incentive	Distribution of Incentives			
	2011	2012	2013	2014
Home Energy Assessment	\$2,220	\$7,450	\$8,670	\$1,100
Woodstove Exchange	\$10,750	\$33,750*	\$38,500*	\$15,000
Site-cut Timber		\$95	\$488	\$200
Renewable Energy Systems			\$1,000	\$750
Electric Vehicle Charging Station			\$250	0
Checklist Meeting**		\$150	\$50	0
Checklist Score			\$4,000	\$1,500
Total	\$12,970	\$41,445	\$52,958	\$18,550

*Includes rebates provided through grants from the BC Lung Association in 2012 and 2013

** Discontinued in 2013

The significant drop in 2014 is the result of three main factors:

1. The timing gap between the exhaustion of 2013 funds in October and final budget approval in April 2014;
2. The suspension of the Provincial Woodstove Exchange Program in 2014; and
3. The cancellation of the Provincial LiveSmart BC program.

The period between October 2013 and April 2014 coincides with the heating season when woodstove exchanges are most active. As a result of timing of budget approval and the suspension of provincial funding there was a reduced total number of exchanges last year. However, the uptake in the 2014-2015 heating season indicates that there is still a strong demand.

The 2014 total also reflects the impact of transition from the popular Province-run Live Smart BC program to a new utility-administered Home Energy Rebate Offer (HERO) program since April 2014. The number of home energy assessments dropped considerably compared to the numbers from previous years. It is likely because the new HERO program does not require home energy assessments for homeowners to access incentives. Many service organizations in the industry have also observed that in general the participation rate has gone down noticeably over the last year. The RDN's Home Energy Assessment incentive is designed to work in tandem with external funding agencies by encouraging local residents to take advantage of greater incentives when they are available. It is anticipated that the participation rate in the RDN incentive program will continue to be influenced by external changes and improve when the HERO program is fine-tuned and the new EnerGuide rating system is introduced later this year.

It is noted that the number of inquiries about renewable energy systems and new home construction has increased noticeably in the past year. The revised Board Policy B1.5 "Development Variance Permit, Development Permit with Variance & Floodplain Exemption Application Evaluation" and amendments to Bylaws 500 and 1285 that aim to reduce regulatory barriers to green building features and technologies were adopted by the Board in October 2014 and February 2015 respectively. These recent policy changes will hopefully further encourage the installation of renewable energy systems and the construction of high performance buildings in the region. As the completion of these projects often takes a year or longer, the disbursement of Renewable Energy Systems and Checklist Incentives is more likely to show up in 2015 or 2016.

Proposed 2015 Incentive Program

Firstly, it is proposed that the following incentives remain in place, unchanged from 2014:

Incentive	Amount
Home Energy Assessments	\$150-\$200
Woodstove Exchange	\$250
Site-cut Timber	Up to \$250
Renewable Energy Systems	\$250
Electric Vehicle Charging Station	\$250
Sustainable Development Checklist	\$500-\$1000

Considering new and emerging opportunities, the following expansions and changes are also proposed for 2015:

1. Extend the \$20,000 contribution from the Regional Sustainability Initiatives Reserve Fund to support a Regional Woodstove Exchange Program

At the regular Board Meeting held on June 24, 2014, the following motion was carried:

"That the Board release up to \$20,000 from the Regional Sustainability Initiatives Reserve Fund to support the Regional District of Nanaimo Woodstove Exchange Program in 2014".

Originally, the \$20,000 contribution from the Regional Sustainable Initiatives Reserve Fund was to the Woodstove Exchange Program in 2014. It is proposed that the unused portion of this contribution be available to support this popular program year round, and particularly during the January to March period prior to final approval of the annual budget. Given the strong demand for woodstove exchanges, it is important to allocate sufficient funds to provide continuity and certainty to residents who intend to

upgrade their woodstoves so that the energy and health benefits can be materialized during the heating season. To reflect the regional nature of this funding source, Woodstove Exchange rebates will be made available to residents in Electoral Areas and District of Lantzville as well as those in the City of Nanaimo, Town of Qualicum Beach and the City of Parksville.

2. Collaborate with External Agencies to Promote Oil Furnace Replacement Rebate Program

The Ministry of Energy and Mines is proposing an oil furnace to electric heat pump conversion incentive commencing April 1, 2015. Given that the Nanaimo region has the second highest residential heating oil usage and emissions in BC, a replacement program would greatly encourage residents to upgrade their heating systems to save energy costs and reduce emissions. The Ministry has issued a request for proposal (RFP) seeking a third-party service agency to administer this program. The RDN has submitted letters of support to selected service agencies and will work with them to maximize the benefits to local residents. Additional program details should be available in the coming month.

3. Incorporate ENERGY STAR® standard in Sustainable Development Checklist Incentive

The BC Hydro Power Smart New Home Program adopted ENERGY STAR® for new homes as the program standard, effective January 1, 2015. Aligning the RDN Checklist Incentive criteria with the Power Smart New Home Program could qualify applicants for up to \$1,000 from the RDN and up to \$2,000 from BC Hydro if the new home achieves ENERGY STAR® status. The combined amount offers greater financial incentives to builders and owner builders to pursue higher performance for their projects as ENERGY STAR® qualified new homes are approximately 20 per cent more energy-efficient than a home built to Code. This change is easily incorporated into the Sustainable Development Checklist. The revised Checklist Form is attached in Appendix A.

4. Introduce Clothes Washers Rebate Program in Partnership with BC Hydro

BC Hydro is working with many local governments on an Appliance Rebate Program where each partner contributes equally to the amount of rebates for qualified ENERGY STAR® clothes washers. BC Hydro covers all program administration costs. The individual rebate amount will range from \$100 to \$200 based on the efficiency level of the appliance purchased. The program runs from May 1 to June 30, 2015 and likely again in October. The City of Nanaimo participated last year and will participate again in 2015. The RDN intends to work with the City of Nanaimo to cross-promote the program through the established Team WaterSmart channels. The program administration is expected to be straightforward and require little additional staff resource. Up to \$5,000 will be allocated to this program and allow residents in Electoral Areas and the District of Lantzville to access these rebates. If the rebates are fully utilized, the estimated energy and water savings are 26,800 kWh and 174,800 gallons per year respectively. If the program proves to be successful this year, the Drinking Water Watershed Protection Program will consider funding this initiative region-wide in 2016.

5. \$400 Rebate for Renewable Energy Systems that Require and Obtain a Development Variance Permit

Recent bylaw amendments have made it easier to accommodate renewable energy systems, however some variances from zoning regulations may remain necessary. The recent revision to Board Policy B1.5 signals in-principle Board support for community investment in renewable energy systems that meet on-site energy needs. In keeping with this intent, it is proposed that a \$400 rebate, equal to the dollar value of the Development Variance Permit Application fee, be created for each renewable energy system that requires and obtains the permit. This is in addition to the \$250 Renewable Energy System Incentive the system is eligible for when the project is completed.

If approved, the revised Green Building Incentive Program will become effective April 1, 2015.

ALTERNATIVES

1. That the 2015 Green Building Incentive Program be approved as proposed.
2. That the 2015 Green Building Incentive Program be unchanged from 2014.
3. That alternate direction be given to staff.

FINANCIAL IMPLICATIONS

Under both Alternatives, the Program will be funded with \$20,000 from the Building Inspection service. However, Alternative 1 will allow the extension of the unused portion of the \$20,000 contribution from the Regional Sustainability Initiatives Reserve Fund to support woodstove exchanges beyond 2014, whereas Alternative 2 will restrict the Fund to support woodstove exchanges already requested in 2014.

The RDN in partnership with all member municipalities has once again secured funding from the Ministry of Environment in the amount of \$19,950 for the Regional Woodstove Exchange Program for 2015. Table 2 below summarizes the 2015 funding sources and the incentives they support.

Table 2: Summary of 2015 Funding Sources and Proposed Incentives

Source	Amount	Incentive
Building Inspection	\$20,000	Home Energy Assessment
		Woodstove Exchange
		Site-cut Timber
		Renewable Energy Systems
		Electric Vehicle Charging Station
		Sustainable Development Checklist
		Clothes Washer (\$5,000)
		Oil Furnace Replacement
Regional Sustainability Initiatives Reserve Fund	\$20,000	Region-wide Woodstove Exchange
BC Lung Association	\$19,950	Region-wide Woodstove Exchange

The proposed changes for the 2015 Green Building Incentive Program aims to align the RDN program with external programs to create greater incentives for the residents to participate in energy, water and emission reduction actions without increasing revenue requirements for the program.

Under Alternative 2, all funds may be depleted with the majority supporting woodstove exchanges before the end of 2015. Residents may also miss opportunities to take advantage of external incentives without the concerted effort between the RDN and external agencies.

The Alternatives presented will not change the total amount of funding allocated to the Program. For Alternative 1, the \$20,000 from the Regional Sustainability Initiatives Reserve Fund already approved for Woodstove Exchanges in 2014 will be extended.

STRATEGIC PLAN IMPLICATIONS

In addition to helping residents take action to build a more resilient, self-sufficient Region with cleaner air, water and more efficient use of resources, the Green Building Incentive Program also has a very direct economic benefit for the Region. Each incentive the RDN provides reflects a larger (often much larger) investment made by the recipient. For woodstoves, for example, a \$250 rebate often translates to a direct investment of \$2,500 or more. Similarly, while the RDN covers half the cost of an initial home energy assessment, that assessment could lead to several thousands of dollars in home improvements, generating significant local economic spin-off benefits for businesses and tradespeople. The inclusion of new incentives relating to clothes washers and oil furnaces diversifies the Program further, broadening its potential impact.

To verify the economic benefits of the Program in 2015 and beyond, the value of the investment made by residents will be recorded alongside rebate provided by the RDN. This will highlight the actual dollar value for the economic activities associated with the RDN Green Building Incentive Program, establishing a strong link between the Strategic Priorities of Economic Viability and Monitoring and Communication.

SUMMARY/CONCLUSIONS

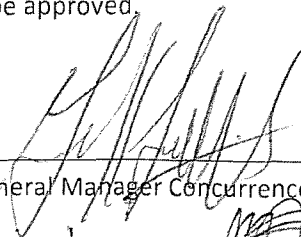
The low participation rate in the Green Building Incentive Program in 2014 was primarily affected by a period in which there was an RDN funding gap and major changes in programs run by external organizations. The expansions and changes proposed for 2015 are intended to provide more stable funding to meet community demands and leverage emerging opportunities. These changes include the extension of \$20,000 from the Regional Sustainability Initiatives Reserve Fund to support woodstove exchanges beyond 2014; the introduction of an oil furnace to heat pump replacement program; the addition of the ENERGY STAR® standard for new homes in the Sustainable Development Checklist Incentive; participation in a BC Hydro Appliance Rebate Program for clothes washers and additional rebates for eligible renewable energy systems that require and obtain Development Variance Permits.

RECOMMENDATION

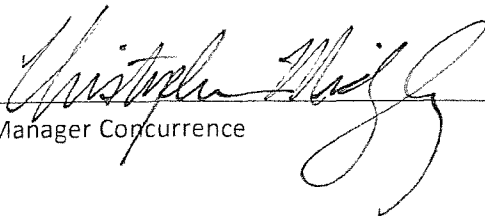
That the proposed 2015 Green Building Incentive Program be approved.



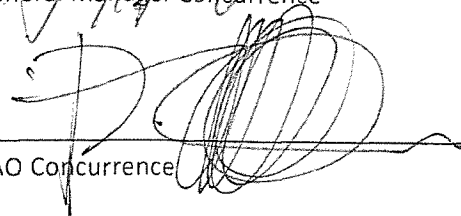
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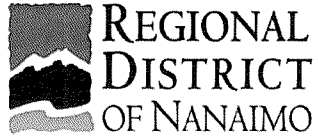
General Manager Concurrence



Manager Concurrence



CAO Concurrence



RDN Sustainable Development Checklist

New Construction and Renovation of Residential Development

File Number: _____

Effective Apr 1st, 2015

First Name: _____ Last Name: _____

Subject Property Address: _____

Telephone: _____ Email: _____

Total Area of Living Space (ft²) _____ Total Number of Bedrooms _____

(Check **Home Size Table** on Page 4 to see the home size number that applies to your project.)

EnerGuide Rating _____

Is the first page of the energy assessment report attached? Yes No

Are bonus points from the Sustainable Development Checklist pursued? Yes No

(Check **Incentive Table** on page 4 to see if you need bonus points to qualify for the Checklist Incentive.)

If so, are the completed Sustainable Development Checklist and supporting documents attached? Yes No Not applicable

EXPIRY DATE: Six months after occupancy or final date on file.

Incentives are limited and will be provided on a first come first served basis until rebate funds run out. If you have any questions about the program, call 250-390-6510 or email sustainability@rdn.bc.ca.

BONUS POINTS (optional): Complete either Option A or Option B below to pursue bonus points.

Option A: Shortcut

Point	Has the project achieved one of the following standards?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	LEED* or Built Green Platinum, or ENERGY STAR®	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	LEED or Built Green Gold	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	LEED or Built Green Silver	Yes <input type="checkbox"/>	No <input type="checkbox"/>

*Leadership in Energy and Environmental Design

Option B: Step-by-step

Point	Category	Yes <input type="checkbox"/>	No <input type="checkbox"/>												
1	Location Is the project located on lands within the Growth Containment Boundary? OR Does the project involve the reuse of an existing building? OR Is the project located within 3 kilometres (10-minute bike ride) of 5 of the listed destinations? <table border="0" style="margin-left: 20px;"> <tr> <td><input type="checkbox"/> Community/social centre</td> <td><input type="checkbox"/> Recreational facility</td> <td><input type="checkbox"/> School</td> </tr> <tr> <td><input type="checkbox"/> Transit stop</td> <td><input type="checkbox"/> Health care</td> <td><input type="checkbox"/> Coffee shop</td> </tr> <tr> <td><input type="checkbox"/> Financial institution</td> <td><input type="checkbox"/> Shop/market</td> <td><input type="checkbox"/> Restaurant</td> </tr> <tr> <td><input type="checkbox"/> Childcare facility</td> <td><input type="checkbox"/> Park</td> <td></td> </tr> </table> OR Is the project located within 400 metres of a transit stop?	<input type="checkbox"/> Community/social centre	<input type="checkbox"/> Recreational facility	<input type="checkbox"/> School	<input type="checkbox"/> Transit stop	<input type="checkbox"/> Health care	<input type="checkbox"/> Coffee shop	<input type="checkbox"/> Financial institution	<input type="checkbox"/> Shop/market	<input type="checkbox"/> Restaurant	<input type="checkbox"/> Childcare facility	<input type="checkbox"/> Park		Yes <input type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Community/social centre	<input type="checkbox"/> Recreational facility	<input type="checkbox"/> School													
<input type="checkbox"/> Transit stop	<input type="checkbox"/> Health care	<input type="checkbox"/> Coffee shop													
<input type="checkbox"/> Financial institution	<input type="checkbox"/> Shop/market	<input type="checkbox"/> Restaurant													
<input type="checkbox"/> Childcare facility	<input type="checkbox"/> Park														
3	Renewable Energy Systems Are any of the following systems installed as part of the project by a qualified technician? * Solar hot water Photovoltaic Geoexchange	Yes <input type="checkbox"/>	No <input type="checkbox"/>												
2	Rainwater Management Is rainwater harvested in a cistern with a minimum capacity of 4,546 liters (1,000 gallons) for toilet flushing, irrigation or other uses?*	Yes <input type="checkbox"/>	No <input type="checkbox"/>												

1	Site Are all existing mature trees (the trunk diameter is greater than 20 cm, measured 1.5 m above the ground) on site either retained or replaced with new trees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	OR Is a rain garden incorporated to encourage natural infiltration of rainwater?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	OR When clearing land, is downed wood or debris left in buffer areas or grinded rather than being burned as 'waste'?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	OR Is less than 20% of the property covered in impervious surface such as roofs and pavements (including building footprint, driveway, patio and footpath)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Greywater Reuse Is there any greywater system in place for toilet flushing, irrigation or other non-potable uses?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Building Materials Is site-cut timber used for structural components in this project? *	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	OR Are materials with low embodied energy used as structural or envelope components in this project? E.g. clay, straw bale, stone.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Vegetated Roof Does the building include a vegetated roof system on 50% of the roof area (not including roof area of a garage or other accessory buildings)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1	Electric Vehicle Charging Station Is a Level 2 Electric Vehicle Charging Station installed in this project? *	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1	Public Education Does this project provide any green building education opportunities?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Total
Bonus
Points**

*Note: Additional incentives may be available for these specific items. Please check www.rdnrebates.ca for eligibility criteria and application details.

RDN Office Use Only

Look up the **Home Size Table**¹ below and circle the size that applies to this project.

Home Size Table												
Maximum home size (ft ²) by number of bedrooms	Home Size	Size 0 or smaller	Size 1	Size 2	Size 3	Size 4	Size 5	Size 6	Size 7	Size 8	Size 9	Size 10
	≤1 Bedroom	1050	1090	1135	1180	1225	1275	1325	1375	1430	1485	1545
	2 Bedrooms	1600	1665	1730	1795	1865	1940	2015	2095	2180	2265	2350
	3 Bedrooms	2200	2285	2375	2470	2565	2670	2770	2880	2995	3110	3235
	4 Bedrooms	3000	3120	3240	3370	3500	3640	3780	3930	4080	4245	4410
	5 Bedrooms	3300	3430	3565	3705	3850	4000	4160	4320	4490	4670	4850

The **Incentive Table** shows the minimum score needed to qualify for the incentive.

Incentive Table											
Incentive	Size 0 or smaller	Size 1	Size 2	Size 3	Size 4	Size 5	Size 6	Size 7	Size 8	Size 9	Size 10
\$1,000	85	86	87	88	89	90	91	92	93	94	95
\$750	82	83	84	85	86	87	88	89	90	91	92
\$500	77	78	79	80	81	82	83	84	85	86	87

Is the application form completed? Yes No

Are supporting documents submitted? Yes No

EnerGuide Rating _____ + Bonus Points _____ = Total Score _____

The applicant is eligible to receive \$ _____

Reviewed and approved by _____ Date _____

¹ Adapted from the Home Size Adjustment Table developed by Canada Green Building Council LEED for Homes program.



RDN REPORT		#/#/#
CAC APPROVAL		
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BOARD		

MEMORANDUM

TO: Chris Midgley
Manager, Energy and Sustainability

DATE: March 9, 2015

FROM: Ting Pan
Sustainability Coordinator

FILE: 6430-50-SEMP

SUBJECT: Strategic Energy Management Terms of Reference

PURPOSE

To provide the Terms of Reference for an updated Strategic Energy Management Plan (SEMP).

BACKGROUND

The Regional District of Nanaimo (RDN) completed its first SEM in 2011, accompanied by an *Energy Policy (Electricity)* which established electricity use reduction targets over the period of 2010 to 2015. In the Energy and Sustainability work plan, a review and update of the SEM is identified as a project in 2015. The need to revise the existing SEM relates to its exclusive focus on electricity. The revised SEM will be expanded to include all energy sources to better identify opportunities for conservation and cost savings, and set new targets that extend beyond 2015.

The Terms of Reference provided as Attachment 1 clarifies the process and necessary activities for initiating, completing and implementing the SEM. Once endorsed by the Board, these Terms of Reference provide the accountability framework to ensure that milestones are met and deliverables are completed.

ALTERNATIVES

1. That the Strategic Energy Management Terms of Reference be approved as presented.
2. That the Strategic Energy Management Terms of Reference not be approved.
3. That alternate direction be given to staff.

FINANCIAL IMPLICATIONS

The financial implications associated with approving this Terms of Reference relate to the resulting staff time commitments. The estimated time commitment is up to 50% of the Sustainability Coordinator's time, and up to 10% of Energy and Sustainability Manager's time. This is accounted for in the departmental work plan for 2015. In addition, effective development and implementation of the SEM will require a moderate level of inter departmental support. The Work Plan and Schedule, Section 12 of the Terms of Reference, highlights that up to several hours for each of the key department's manager and staff time will be a necessary contribution to the Plan.

Energy projects that move the RDN toward revised targets will be considered in the annual budget approval process. External funding opportunities from utilities and other sources will be explored where appropriate. Projects will be identified and selected with a strong emphasis on investment that results in reduced operating costs.

STRATEGIC PLAN IMPLICATIONS

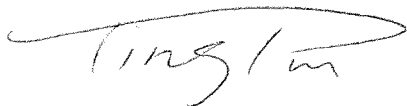
The Terms of Reference aims to improve accountability to meeting corporate energy management objectives. Many obstacles to achieving energy reduction targets could be overcome or mitigated by better coordination between departments. The success of strategic energy management will be measured by improving operating and overall lifecycle costs, and lowering carbon emissions while meeting the organization's operational mandates.

SUMMARY/CONCLUSIONS

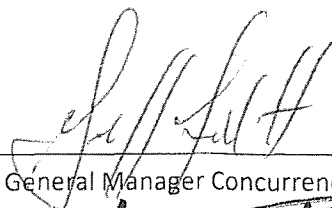
The RDN Strategic Energy Management Plan will be updated in 2015 to identify new opportunities for conservation and cost savings, and set targets that extend beyond 2015. The Terms of Reference establish the process and necessary activities for the successful implementation of a SEMP. Once endorsed by the Board, the Terms of Reference provide the accountability framework to ensure that the SEMP objectives are met.

RECOMMENDATION

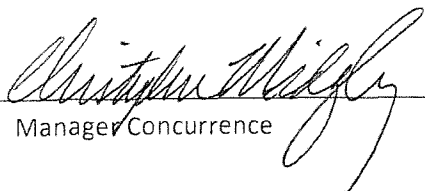
That the Strategic Energy Management Terms of Reference be approved as presented.



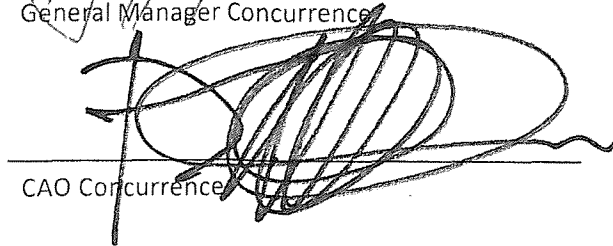
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General Manager Concurrence



Manager Concurrence



CAO Concurrence



STRATEGIC ENERGY MANAGEMENT

TERMS OF REFERENCE

March 9, 2015

1. INTENT

The Terms of Reference establish the process and necessary activities for initiating, completing and implementing a Strategic Energy Management Plan (SEMP) for the Regional District of Nanaimo (RDN). Once endorsed by the Board of Directors, these Terms of Reference provide the accountability framework to ensure that milestones are met and deliverables are completed.

2. PURPOSE

The purpose of the SEM is to:

- Provide an overview of energy use at all RDN facilities;
- Identify key performance indicators relating to energy use for the various facilities owned and operated by the RDN;
- Establish revised targets for energy conservation at RDN facilities; and
- Recommend comprehensive, cost-effective measures to achieve energy reduction targets over a 5-year period

As a focused 5-year plan, the SEM will be reviewed and revised every five years. This time frame is subject to change as economic or other relevant conditions change.

3. BACKGROUND

The RDN completed its first Strategic Energy Management Plan in 2011, accompanied by an *Energy Policy (Electricity)* which established energy reduction targets over the 5-year period of 2010 to 2015. Over that same time, various energy upgrades and facility expansion projects have taken place. Even with these projects, the total annual energy consumption for all facilities at the RDN remained very stable. This success is largely due to the commitment to build high-performance facilities with efficient fixtures, systems and equipment. The need to review and revise the existing SEM relates to its exclusive focus on electricity. The revised SEM will be expanded to include all energy sources to better identify opportunities for conservation and cost savings, including new targets that extend beyond 2015.

Energy management is a shared responsibility within the organization. Internal stakeholders across all departments have clear roles and responsibilities with managers responsible for allocating human and financial resources to meet operational requirements; staff providing support to develop and implement policies, plans and programs; and superintendents and operators ensuring daily operations of facilities fulfill required functions. Energy and Sustainability staff bring the strategic component of energy management to the organization and are responsible for overseeing the policy process relating to energy management. These general responsibilities help determine the role each internal stakeholder will play in the organization's overall energy management program, as described later in Section 10 'Internal Stakeholders'.

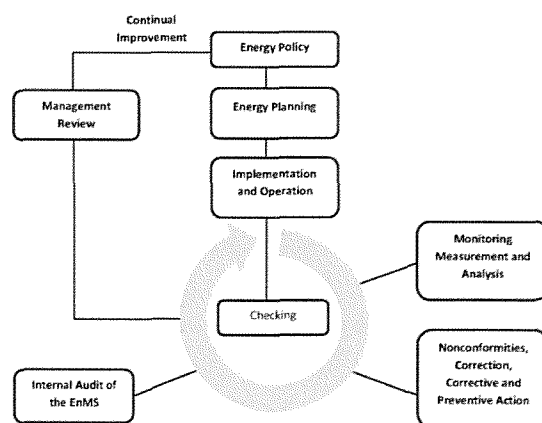
4. POLICY CONTEXT

The SEMP will work in concert with the RDN's *Green Building Policy*, *Energy Policy (Electricity)*, and Carbon Neutral commitment, which together establish organizational direction to conserve energy, lower operational costs, and reduce emissions at all RDN facilities. The RDN's *Green Building Policy* targets new construction and major renovation projects, while *Energy Policy (Electricity)* is concerned with electricity use. The goal of Carbon Neutral Operations is to reduce and offset carbon emissions from corporate operations.

5. METHODOLOGY

Energy management is increasingly recognized as an organizational management process as opposed to simply implementing uncoordinated strategies that result in energy savings. *ISO Standard 50001: Energy Management Systems* was developed to provide management strategies and embed energy management within an organization. This Standard is an ideal resource to help evaluate and improve RDN's current energy management practices following its Plan-Do-Check-Act (PDCA) process. **Figure 1** shows the flow diagram of the components and steps within an Energy Management System that elaborates on this process. By using ISO 50001 as a reference framework, key management issues are identified and strategies to overcome them are formulated.

Figure 1: Energy Management System Model for ISO 50001



6. ISSUES

Internal and external obstacles to achieving energy reduction targets were observed since the completion of the original SEMP. These include the difficulty of accessing utility incentives due to unfavourable eligibility criteria, priorities on meeting operational requirements over energy performance, and limited financial resources to realize energy upgrade projects. These are either driven by external agencies (e.g. access to incentives) or by the organization's operational mandates or availability of resources, and will likely remain.

Key management issues generally relate to properly completing energy planning activities and following through with them. Those identified include an absence of specific actions to achieve targets, a lack of systematic engagement among internal stakeholders, and lack of proper documentation and verification of actions taken.

These issues could be overcome or mitigated by better coordination and management practices. The following actions are proposed:

- Establish a systematic process to identify energy improvement opportunities;
- Create stronger linkages between improvement measures and reduction targets;
- Embed periodic energy reviews into routine organizational practices;
- Improve documentation and control of records; and
- Enhance awareness and communication at all levels within the organization.

7. SCOPE

The scope of the Strategic Energy Management Plan includes all energy-using facilities and processes under the control of the RDN, from both stationary and mobile sources and in all forms of energy including motor fuels, electricity, propane, natural gas, oil or renewables.

8. OBJECTIVES

The objective of the development and implementation of an updated SEMP are:

1. To establish an overall energy reduction targets over the 5-year period from 2016 to 2020 (incl.);
2. To establish quantitative key performance indicators for each significant asset (e.g. pollution control centre), asset class (e.g. pump stations) and/or asset system (e.g. southern community wastewater - pumps stations and pollution control centre);
3. To clarify roles and responsibilities with regard to energy management in consultation with internal stakeholders;
4. To review and update related policies;

5. To develop a process for reporting and monitoring progress;
6. To formalize a means of aligning investment in efficiency with established capital plans; and
7. To develop user engagement strategies where appropriate.

9. APPROACH

The approach to accomplish each objective is described below.

1. Establish overall energy reduction targets
 - Review existing electricity reduction targets and their effectiveness;
 - Survey other similar organizations about their approaches to set up their targets, and learn the advantages and drawbacks of those choices; and
 - Propose new reduction targets appropriate for the RDN.
2. Establish quantitative key performance indicators (KPIs) for each significant asset. Energy and Sustainability (E&S) staff will facilitate a series of meetings with department managers and staff and ask the following questions:

How should energy performance be measured (or what KPIs are appropriate) for the asset they manage?

What benchmark should be used (or who should we compare ourselves to)?

What would be a good energy performance target for them in the next 5 years?

Based on the outcome of the discussions, incorporate KPIs and specific performance targets for each significant asset in the updated SEMP.

3. Clarify roles and responsibilities with regard to energy management in consultation with internal stakeholders. During the meetings with department managers and staff, discuss the following questions:

What do they see their role in managing energy use of their facilities?

How could E&S staff support them?

4. Update related policies
 - Update the existing *Energy Policy (Electricity)* to include all major energy sources and incorporate new overall energy reduction targets; and
 - Review how the *Green Building Policy* has been applied and recommend revisions as necessary.

5. Develop a reporting and monitoring process
 - Determine the need, audience, format and frequency of reporting in consultation with internal stakeholders; and
 - Identify the sources of information, instruments, personnel and scope for ongoing monitoring.
6. Formalize a means of aligning investment in efficiency with established capital plans.
Discuss with the Finance Director and department managers about establishing a registry of energy consuming assets, creating a process to identify and prioritize replacements of inefficient assets and use the information to inform strategic asset management planning.
7. Develop user engagement strategies
 - Identify user engagement opportunities in consultation with internal stakeholders;
 - Conduct a barrier and benefit analysis of any proposed behavior or procedure change; and
 - Prioritize one or a few changes to implement each year.

10. INTERNAL STAKEHOLDERS

The internal stakeholders refer to the Regional District of Nanaimo departments that own and operate a variety of energy consuming assets, more specifically, staff or managers who are primarily responsible for energy or asset management in those departments. **Table 1** below identifies the departments that own or operate the most significant energy consuming facilities.

Table 1: List of Relevant Departments and Positions

Department	Key Position	Assisting Position (as needed)
Energy and Sustainability	Energy and Sustainability Manager Sustainability Coordinator	N/A
Finance	Director	Accountant
Wastewater Services	Wastewater Services Manager	Project Engineer Chief Operator Wastewater Coordinator Special Project Coordinator
Recreation	Recreation Services Manager	Superintendent of Aquatic Services Superintendent of Arena Services
Corporate Services	Administrative Services Manager	N/A
Transit	Transit Operations Manager	Superintendent of Fleet and Custom Operations
Water Services	Water & Utility Services	Engineering Technologist Project Engineer Special Project Coordinator
Solid Waste	Solid Waste Services Manager	Superintendent of Scale and Transfer Services Superintendent of Landfill Operations

The general roles and responsibilities related to ongoing energy management are proposed and described below. These responsibilities will be refined after consultation with each department involved during the development of SEMP in 2015.

Staff in the Energy and Sustainability department take the role of facilitators in Strategic Energy Management Planning. Their responsibilities are:

- Develop and renew energy related policies;
- Track and monitor overall energy use and related costs;
- Provide assistance to major expansion and renovation projects;
- Assist with securing resources and business case development for energy efficiency projects;
- Provide quarterly reports on energy use to the Sustainability Select Committee;
- Conduct analyses of specific energy initiatives as needed;
- Raise awareness within the organization; and
- Initiate periodic reviews with key staff members identified in **Table 1**.

Other departmental staff shall work in collaboration with Energy and Sustainability staff in the following activities:

- Establish Key Performance Indicators (KPIs) and performance targets appropriate for their service areas;
- Plan, develop a business case for, and carry out energy efficiency upgrades or capital projects with energy performance targets;
- Share information and documentation on energy use projection, major upgrades, change of use in facilities, operation procedures or other matters that could have significant implications to overall energy consumption; and
- Propose specific actions, procedures or projects to improve energy performance of facilities while meeting operational requirements.

11. DELIVERABLES

- Key conservation strategies for departments based on existing asset systems and planned capital projects.
- A revised energy policy for the organization.
- Periodic energy performance reports at facility, departmental, divisional and organizational levels as determined necessary in consultation with internal stakeholders.
- A complete Strategic Energy Management Plan to guide decision making on investment on efficiency.

12. WORK PLAN AND SCHEDULE

The following tasks and timelines have been identified for the completion and implementation of an updated SEMP.

Time	Tasks	Resources
2015 Q1	<ul style="list-style-type: none"> Organize energy data and conduct high-level analysis to identify trends and patterns at the organizational level as well as for major energy consuming assets Quarterly report to Sustainability Select Committee (SSC) Seek the Board's endorsement for the Strategic Energy Management Terms of Reference 	20% Sustainability Coordinator's time; 10% E&S Manager's time
Q2	<ul style="list-style-type: none"> Review similar organizations' SEMP's and relevant resources Schedule consultation meetings with internal stakeholders Review existing policies and propose revisions if necessary Quarterly report to SSC Annual report to Corporate Planning Committee 	50% Sustainability Coordinator's time; 10% E&S Manager's time; 2-hour meeting time with each key department's manager and staff
Q3	<ul style="list-style-type: none"> Establish KPI, benchmarks and performance targets Develop user engagement strategies Continue consultation with internal stakeholders Propose revised policies Quarterly report to SSC 	50% Sustainability Coordinator's time; 10% E&S Manager's time; Key department's staff time as needed
Q4	<ul style="list-style-type: none"> Complete an updated SEMP and gain support from internal stakeholders and SSC Adopt new policies Implement SEMP, starting with strategic planning meetings with key department staff to plan for future conservation strategies Quarterly report to SSC 	50% Sustainability Coordinator's time; 10% E&S Manager's time; 2-hour meeting time with each key department's manager and staff
2016 Q1	<ul style="list-style-type: none"> Review 2015 Energy Performance Conduct review meetings with key department staff, identifying successes and gaps in the previous year and proposing improvements Annual report to top management 	50% Sustainability Coordinator's time; 10% E&S Manager's time
Q2	<ul style="list-style-type: none"> Provide monitoring, analysis, or research in support of departments' efforts to improve energy performance as needed Quarterly report to SSC 	20-50% Sustainability Coordinator's time depending on the need; E&S Manager's time as needed
Q3	<ul style="list-style-type: none"> Provide monitoring, analysis, or research in support of departments' efforts to improve energy performance as needed Quarterly report to SSC 	20-50% Sustainability Coordinator's time depending on the organizational need; E&S Manager's time as needed
Q4	<ul style="list-style-type: none"> Conduct strategic planning meetings with key department staff and identify energy related projects for the next budgeting cycle Quarterly report to SSC 	50% Sustainability Coordinator's time; 10% E&S Manager's time; 2-hour meeting time with each key department's manager and staff

Appendix 1: SAMPLE 'STRATEGIC ENERGY MANAGEMENT PLAN' STRUCTURE

1. Background
 - a. How is the plan initiated?
 - b. What department, organization, committee is responsible for the plan?
 - c. What policies are in place in support of SEMP?
2. Purpose
 - a. Summarize the purpose of the plan.
 - b. Establish the need for a Strategic Energy Management Plan for the organization: what opportunities, challenges, issues, special situations currently exist which make it important that a plan be carried out at this time?
3. Goals and Targets
 - a. Set an overall long-term goal, i.e. reduction of energy use, intensity, or percentage every year or over a period of time.
 - b. Establish performance targets for top consumers.
 - c. Consider the impact of major expansions or dispositions.
4. Organizational Profile
 - a. Who is the champion that will be responsible for the plan?
 - b. Who are the decision makers?
 - c. Who are the stakeholders?
 - d. What are their roles and responsibilities respectively?
 - e. What is the reporting and communication structure among them?
5. Energy Use Profile
 - a. What sources of energy, i.e. electricity, natural gas, propane, diesel or gasoline, were used and in what proportion both in cost and consumption?
 - b. What contribute to the energy use from each source?
6. Stationary Sources
 - a. What buildings and facilities are within the scope and which ones are the top consumers?
 - b. What service areas do they belong to?
 - c. What are the key performance indicators for top consuming facilities?
7. Mobile Sources
 - a. What vehicles are within the scope, such as company fleet vehicles, buses, and snowplows?
 - b. What service areas do they belong to?
 - c. What are the key performance indicators for them?

8. Energy Management
 - a. Data management and reporting: How is the energy data gathered? Who have access? How is the data reported to stakeholders?
 - b. Supply management: What opportunities exist for purchase optimization? What is the role of alternative energy technologies, such as combined heat and power, district energy and renewable energy systems?
 - c. Energy use management: How is energy use monitored? What are the key conservation strategies for each top consumer? How to implement them? What are the priority projects in the next 3 to 5 years? What are the major capital projects that will have a significant impact on energy use, and what opportunities do they bring?
9. Resources
 - a. What are the capital needs?
 - b. What are the potential funding sources and their availability?
10. Asset Management
 - a. Establish an asset registry of energy consuming assets.
 - b. Prioritize infrastructure investment and target inefficient assets, i.e. equipment and vehicles, for replacement.

Schedule A: List of Projects



RDN REPORT		#
CAO APPROVAL		#
EAP		
COW		
MAR 20 2015		
RHD		
BOARD	✓	

MEMORANDUM

TO: Wendy Marshall
Manager of Parks Services

DATE: March 13, 2015

FROM: Joan Michel
Parks and Trails Coordinator

FILE:

SUBJECT: Sunnybeach Licence Renewal – Electoral Area H

PURPOSE

To obtain Board approval to accept the Ministry of Transportation and Infrastructure’s offer to renew the RDN’s existing Licence of Occupation agreement over the Sunnybeach Rd water access for the 2015-2020 period, for an associated renewal fee of \$262.50.

BACKGROUND

Since 1993, the Regional Board has supported RDN involvement at the Sunnybeach Rd water access for the purpose of providing recreational access to the Qualicum Bay oceanfront. In 1999 and with financial support from the Province, the RDN improved the popular water access by developing the parking area, installing picnic tables, fencing a boundary, and erecting a wooden surround for a portable toilet.

Regular garbage removal, portable toilet servicing, grass cutting and general maintenance have since been supported through the Electoral Area H community park budget. Future upgrades planned for the site include replacing/repairing the aging picnic tables.

From 2001 to 2005, the RDN’s tenure at Sunnybeach was secured through short-term ROW licences with the Ministry of Transportation. In 2005, the Board approved undertaking a five-year Licence of Occupation for the water access with the Ministry. In 2010, the Board approved a five-year licence renewal which is set to expire April 30, 2015. The Ministry is now offering a second five-year extension of the licence under essentially the same terms as per Appendix I attached.

ALTERNATIVES

1. That the Licence of Occupation for the Ministry of Transportation and Infrastructure water access at Sunnybeach Rd. in Qualicum Bay be renewed for a five years term, 2015-2020.
2. To provide alternative direction to staff.

FINANCIAL IMPLICATIONS

The cost of executing the 2015-2020 licence renewal for Sunnybeach is now \$262.50. This amount is to be funded from the 2015 Area H Community Park budget. The Area H community parks budget already covers maintenance to the site for garbage, toilet and mowing. Future upgrades planned for the site include replacing/repairing the picnic tables.

STRATEGIC PLAN IMPLICATIONS

The Sunnybeach water access is a good example of making use of undeveloped road allowance, already owned by the public, for recreational purposes and in this case access to the ocean. Sunnybeach is a well-used and easily-discovered public green space along the Qualicum Bay waterfront, of high value to both residents and visitors to Lighthouse Country.

SUMMARY/CONCLUSIONS

The Region’s current five-year Licence of Occupation over the Sunnybeach water access in Qualicum Bay is expiring at the end of April 2015. This oceanfront water access was developed in the 1990s by the RDN for community park use and is regularly maintained and serviced through the Electoral Area H community park budget.

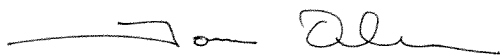
The Ministry of Transportation and Infrastructure is offering to renew the licence for another five-year period, at a cost of \$262.50. The terms of the new 2015-2020 licence are otherwise essentially the same as the current agreement. The Sunnybeach water access in Qualicum Bay is a valued open space in the Electoral Area H community parks portfolio and renewal of the RDN’s tenure over the access is recommended.

RECOMMENDATION

That the Licence of Occupation for the Ministry of Transportation and Infrastructure water access at Sunnybeach Rd. in Qualicum Bay be renewed for a five years term, 2015-2020.



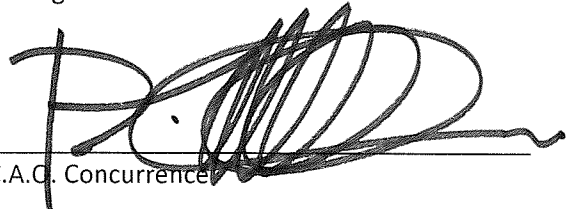
Report Writer



GM Concurrence



Manager Concurrence



C.A.C. Concurrence

Appendix I

MoTI Licence of Occupation Agreement

Sunnybeach Rd - Electoral Area H



THIS AGREEMENT is made under section 62 of the *Transportation Act* and is dated for reference March 5, 2015.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the minister responsible for the *Transportation Act*

(the "Province")

AND

REGIONAL DISTRICT OF NANAIMO

(the "Licensee")

WHEREAS:

- A. The Land is a provincial public highway (as defined in the *Transportation Act*) and, in accordance with section 58 of the *Transportation Act*, the BCTFA holds all of the Province's right and title in and to the soil and freehold of the Land.
- B. The Province may, pursuant to subsections 58(3) and 62(1) of the *Transportation Act* authorize any person to use or occupy a provincial public highway.
- C. The Licensee wishes to use and occupy the Land and the Province has agreed to permit it to do so in accordance with the terms and conditions of this Agreement.

For valuable consideration, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**BCTFA**" means BC Transportation Financing Authority, a corporation continued under the *Transportation Act*;

"**Commencement Date**" means May 1, 2015;

"**Fee**" means the fee set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;

"**Land**" means the road shown outlined in red on the attached Schedule A to this Agreement;

"**Realty Taxes**" means all taxes, rates, levies, duties, charges and assessments lawfully levied or charged, at any time, by any competent governmental authority which relate to the Land, the Improvements

or both of them; and

"Term" means the period of time set out in section 2.2.

ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, the Province grants the Licensee a licence of occupation over the Land for the purpose of public recreational use and the Licensee acknowledges that this Agreement does not grant it the exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on April 30, 2020, or such earlier date provided for in this Agreement.

ARTICLE 3 - FEE

- 3.1 The Licensee will pay to the BCTFA \$250.00 payable in advance of the term together with the tax imposed under Part IX of the *Excise Tax Act* (Canada) which is payable on that amount.

ARTICLE 4 - COVENANTS

- 4.1 The Licensee must
- (a) pay, when due,
 - (i) the Fee to the Province at the address set out in Article 10,
 - (ii) the Realty Taxes, and
 - (iii) all charges for electricity, gas, water and other utilities supplied to the Land;
 - (b) deliver to the Province, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by it under this Agreement;
 - (c) observe, abide by and comply with
 - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and the Improvements, or their use and occupation, and
 - (ii) the provisions of this Agreement;
 - (d) keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to the Province, and at its written request, make the Land and the Improvements safe, clean and sanitary;
 - (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
 - (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
 - (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;

- (h) cut or remove timber on or from the Land
- (i) only to address an unsafe condition or for the purposes set out in section 2.1, and
 - (ii) in accordance with an agreement issued to it under the *Forest Act* to permit the harvest of Crown timber on the Land unless the minister responsible for the *Forest Act* permits the harvest of timber on the Land without the issuance of an agreement under the *Forest Act*;
- (i) permit the Province, or its authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements;
- (j) indemnify and save the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) harmless against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities, including fees of solicitors and other professional advisors, arising out of or in connection with
- (i) the Licensee's breach, violation or nonperformance of a provision of this Agreement,
 - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of its entry upon, use or occupation of the Land, and
 - (iii) without limiting paragraph (ii), any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land,
- and the amount of all such losses, damages, fines, penalties, costs, expenses and liabilities will be payable to the Province immediately upon demand;
- (k) release the Province and its servants, employees and agents (including the BCTFA and its officers, directors, employees, servants and agents) from and against all claims, demands, actions, causes of action, losses, damages, fines, penalties, costs, expenses and liabilities arising out of or in connection with any environmental liability on or off the Land related to its entry upon, use or occupation of the Land, including, without limitation, any contamination or any liability related to any toxic, hazardous, dangerous or potentially dangerous substances migrating from the Land; and
- (l) on the termination of this Agreement,
- (i) peaceably quit and deliver to the Province possession of the Land and, subject to paragraphs (ii) and (iii), the Improvements in a safe, clean and sanitary condition (including, without limitation, free of any environmental contamination related to its entry upon, use or occupation of the Land),
 - (ii) within 60 days, remove from the Land any Improvement the Licensee wants to remove, if the Improvement was placed on or made to the Land by or for it, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building or part of the Land,
 - (iii) remove from the Land any Improvement that was placed on or made to the Land by or for the Licensee, and that the Province, in writing, directs or permits it to remove; and
 - (iv) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to the Province's satisfaction, but if the Licensee is not directed or permitted to remove an Improvement under paragraph (ii) or

(iii), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of its right, interest and estate in the Land will be absolutely forfeited to the Province, and to the extent necessary, this covenant will survive the termination of this Agreement.

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

ARTICLE 5 - LIMITATIONS

5.1 The Licensee agrees with the Province that

- (a) the Province is under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) the Province may, without the Licensee's consent, authorize other persons, including a Crown agency or ministry, to use and occupy the Land under section 62 of the *Transportation Act*;
- (c) the Licensee will make no claim for compensation, in damages or otherwise, in respect of an authorization granted by the Province under subsection (b),
- (d) all of the Licensee's costs and expenses, direct or indirect, that arise out of any interference with its rights under this Agreement as a result of an authorization granted by the Province under subsection (b) will be borne solely by the Licensee;
- (e) the Licensee releases and discharges the Province from all claims for loss or damage arising directly or indirectly out of any interference with its rights under this Agreement as a result of an authorization granted by the Province under subsection (b);
- (f) the Licensee releases and discharges the Province from all claims for losses or damages arising directly or indirectly out of any interference with its rights under this Agreement as a result of a disposition made by the Province under subsection (b);
- (g) the Licensee will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (h) any interest the Licensee may have in the Improvements ceases to exist and becomes the Province's property upon termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(l)(ii) or (iii) in which case any interest the Licensee may have in that Improvement ceases to exist and becomes the Province's property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(l)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(l)(iii); and
- (i) if, after the termination of this Agreement, the Province permits the Licensee to remain in possession of the Land and the Province accepts money from it in respect of such possession, a tenancy from year to year will not be created by implication of law and the Licensee will be deemed to be a monthly tenant only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

ARTICLE 6 - INSURANCE

6.1 The Licensee must, without limiting its obligations or liabilities under this Agreement, at its expense, maintain during the Term

- (a) Commercial General Liability Insurance including non-owned automobile and contractual liability insurance with inclusive limits of not less than \$2,000,000.00 for bodily injury, death or property damage arising from any one accident or occurrence which insurance policy will indemnify the named insureds under the policy for all sums which the insured may become liable to pay or pays for bodily injury, death or property damage or for loss of use, arising out of or resulting from the work or operations of the parties under this Agreement which must be endorsed as follows:

"It is understood and agreed that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Transportation and Infrastructure (the "Province"), together with the employees, agents (including the BC Transportation Financing Authority and its officers, directors, employees, servants and agents), and servants of the Province (the "Additional Named Insureds"), are each added as an Additional Named Insured, in respect of liability arising from the work or operations of the insured and each Additional Named Insured, in connection with contracts entered into between the insured and the Additional Named Insured.

The Insurance as is afforded by this policy will apply in the same manner and to the same extent as though a separate policy had been issued to each insured. Any breach of a condition of the policy by any insured will not affect the protection given by this policy to any other insured. The inclusion herein of more than one insured will not operate to increase the limit of liability under this policy.";

- (b) if vessels are owned, leased or rented or used in the performance of this Agreement by the Licensee and are not covered under the general liability policy, it will provide Protection and Indemnity insurance with limits of not less than \$N/A for such vessels and will include four-fourths collision liability insurance,
- (c) if any licensed vehicles are owned, leased, rented or used by the Licensee in the performance of this Agreement, Automobile Liability Coverage with inclusive limits of not less than \$1,000,000.00 providing third party liability and accident benefits insurance for all such vehicles, and
- (d) if aircraft (including helicopters) are owned, rented, leased or used by the Licensee in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$N/A;

which, in the case of the policies of insurance described in subsections (a), (b) and (d), must include endorsements or provisions that they may not be cancelled, reduced, altered or materially changed without the insurer or insurers giving not less than 30 days' prior written notice to the Province by registered mail, which endorsements must be in terms comparable to those normally obtainable from insurers in the Province of British Columbia or Canada issuing comparable policies.

6.2 All insurance required to be maintained by the Licensee under this Agreement must be placed with insurers licensed to transact business in British Columbia or Canada and, the Licensee must, under the insurance required to be maintained by it under this Agreement,

- (a) pay all deductibles;
- (b) not exclude hazardous operations such as excavation, pile driving, shoring, blasting, under-pinning or demolition work or any other operation or work from insurance coverage;
- (c) deliver to the Province, on the Commencement Date, on the renewal of the insurance and at other times required by the Province,

- (i) for all policies except Automobile Liability Insurance, a completed and executed certificate of insurance in a form acceptable to the Province (as of the Commencement Date, such form is entitled "Certificate of Insurance" and is numbered H-111), and
 - (ii) evidence of Automobile Liability Insurance in the form of a duly executed Insurance Corporation of British Columbia APV47 or APV250 form or a copy of the vehicle registration/insurance certificate;
- (d) on the Province's request, deliver to the Province evidence that the insurance remains in force and effect by way of the originals or certified copies of all current insurance policies and endorsements.
- 6.3 The Licensee acknowledges and agrees that, in the event of any third party loss or damage or any physical loss or damage to the Land (and its associated apparatus, improvements or fixtures), the settlement or payment by the insurer of the subsequent claim will be made without the right of subrogation against the Province or the BCTFA or those for whom the Province and the BCTFA are legally obligated to indemnify against such claims.

ARTICLE 7 - ASSIGNMENT

- 7.1 The Licensee must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without the Province's prior written consent, which consent the Province may withhold in its sole discretion.
- 7.2 For the purpose of section 7.1, if the Licensee is a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) of the Licensee will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.
- 7.4 Prior to considering a request for consent under section 7.1, the Province may require the Licensee to meet certain conditions, including without limitation, that it provides to the Province a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land and or other similar type of investigation of the Land.

ARTICLE 8 - CANCELLATION

- 8.1 The Licensee agrees with the Province that
- (a) if it
 - (i) defaults in the payment of any money payable by it 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 you under this Agreement),
 and its default or failure continues for 60 days after the Province gives written notice of the default or failure to it,
 - (b) if, in the Province's opinion, it fails to make diligent use of the Land for the purposes set out in this Agreement, and its failure continues for 60 days after the Province gives written notice of the failure to it;

- (c) if it
 - (i) becomes insolvent or makes an assignment for the general benefit of its 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 it or it consents to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging it bankrupt under any law relating to bankruptcy or insolvency, or
 - (iii) voluntarily enters into an arrangement with its creditors;
- (d) if it is a corporation,
 - (i) a receiver or receiver-manager is appointed to administer or carry on its business, or
 - (ii) an order is made, a resolution passed or a petition filed for its liquidation or winding up;
- (e) if it is a society, it converts into a company in accordance with the *Society Act* without the Province's prior written consent; or
- (f) if this Agreement is taken in execution or attachment by any person;

this Agreement will, at the Province's option and with or without entry, terminate, and all of the Licensee's right, interest and estate in the Land will be absolutely forfeited to the Province.

- 8.2 If the condition complained of in subsection 8.1(a) or (b) (other than the payment of any money payable by the Licensee under this Agreement) reasonably requires more time to cure than 60 days, the Licensee will be deemed to have complied with the remedying of it if the Licensee commences remedying or curing the condition within 60 days and diligently complete the same.
- 8.3 The Licensee agrees with the Province that the Province may, on 60 days' written notice to it, terminate this Agreement if the Province or the BCTFA requires the Land for any purpose.
- 8.4 The Licensee agrees with the Province that it will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1 or 8.3 or under subsection 62(5) of the *Transportation Act*.

ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will attempt to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, the dispute will be resolved by arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at the office of the Province in Nanaimo, British Columbia, and if the Province has no office in Nanaimo, British Columbia, then at the office of the Province that is closest to Nanaimo, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within the Province's sole discretion cannot, unless it agrees, be referred to arbitration as set out in section 9.2.

ARTICLE 10 - NOTICE

- 10.1 Any notice or other document required or permitted to be given by either party to the other must be in writing and will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to the Province:

Property Services
3rd Flr – 2100 Labieux Road
Nanaimo, British Columbia
V9T 6E9
Attention: Lorna Andreychuk
Facsimile: (250) 751-3288

to the Licensee:

Regional District of Nanaimo
830 W Island Highway
Parksville, BC V9P 2X4
Attention: Manager, Parks Services
Telephone: (250)248-3252

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

- 10.2 In order to expedite the delivery of any notice or other document required or permitted to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to the Province under this Agreement will be effected by hand, courier or prepaid regular mail to the Province's address specified in or otherwise established under section 10.1, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in writing, and a waiver of a breach of a provision of this Agreement will 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 will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to the Province under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release the Licensee from its obligation to observe and perform all the provisions of this Agreement on its part to be observed and performed unless the Province specifically releases the Licensee from such obligation in its consent to the

- sublicence, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond the Licensee's reasonable control, other than normal weather conditions, the Licensee is delayed in performing any of its obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as the Licensee
- (a) gives notice to the Province within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of its obligation; and
 - (b) diligently attempts to remove the delay.
- 11.6 The Licensee agrees with the Province that
- (a) the Province is under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and the Licensee is solely responsible for all costs and expenses associated with its use of the Land and the Improvements for the purposes set out in this Agreement;
 - (b) nothing in this Agreement constitutes the Licensee as an agent, joint venturer or partner of the Province or the BCTFA or gives its any authority or power to bind the Province or the BCTFA in any way; and
 - (c) any information regarding this Agreement or the Licensee may be disclosed or required to be disclosed under the *Freedom of Information and Protection of Privacy Act*, governmental policy or otherwise.
- 11.7 There are no warranties, representations, collateral agreements or conditions affecting this Agreement except as set out in this Agreement.

ARTICLE 12 - INTERPRETATION

- 12.1 In this Agreement, "person" includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 12.2 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.
- 12.3 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 12.4 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will 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.
- 12.5 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, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.

- 12.6 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 12.7 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.
- 12.8 Each party will, 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.
- 12.9 All provisions of this Agreement in the Province's favour and all of its rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 12.10 Time is of the essence of this Agreement.

12.11 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made then each party will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that a party has sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

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

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA** by the minister responsible for the *Transportation Act* or the minister's authorized representative

Minister responsible for the *Transportation Act*
or the minister's authorized representative

SIGNED on behalf of the **REGIONAL DISTRICT OF NANAIMO** by its authorized signatories

Authorized Signatory

Authorized Signatory

SCHEDULE A

"Land" means the land shown outlined by bold line on the following plan:

