

**REGIONAL DISTRICT OF NANAIMO**

**COMMITTEE OF THE WHOLE  
TUESDAY, FEBRUARY 9, 2016  
7:00 PM**

***(RDN Board Chambers)***

**A G E N D A**

**PAGES**

**CALL TO ORDER**

**DELEGATIONS**

- 4                    **Bill Dawson, BC Assessment**, re 2016 Assessment Roll.
- 5                    **Robert Grose, Nanaimo Travellers Lodge**, re New 130 bed residence for compassionate dementia care.
- 6-10                **Michel Morin, Nanaimo Marine Rescue Society**, re Financial support.
- 11-13               **Rod Szasz**, re Memorial for crew of WWII B-25 Mitchell Bomber.
- 14-23               **Ron Chiovetti**, re Proposed amendment to boundary between Electoral Areas 'F' and 'G'.
- 24                   **Jessie James**, re Holden Creek Restoration.

**MINUTES**

- 25-31               Minutes of the Regular Committee of the Whole meeting held Tuesday, January 12, 2016.

**BUSINESS ARISING FROM THE MINUTES**

**COMMUNICATIONS/CORRESPONDENCE**

- 32-33               **Mary Polak, Minister of Environment**, re Request for Local Government Input – Climate Action and Climate Leadership Plan.
- 34-39               **James A. Lettic, Nanoose Bay Activities and Recreation Society**, re Estimate of costs for building upgrades.
- 40-52               **Mayor Henry Braun, City of Abbotsford**, re Downloading of DNA Analysis Costs.

## **STRATEGIC AND COMMUNITY DEVELOPMENT**

### **LONG RANGE PLANNING**

53-92 Update on Use of Island Health Homelessness Funding.

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

93-110 Emergency Management Agreement Renewal.

## **RECREATION AND PARKS**

### **PARKS**

111-113 Coombs to Parksville Rail Trail Project Update.

114-126 E&N Rail Trail – Deferred Road Crossing Compliance MoU.

127-147 Oakdowne Community Park Licence of Occupation Renewal (Electoral Area H).

## **REGIONAL AND COMMUNITY UTILITIES**

### **WATER AND UTILITY**

148-156 Region-Wide Watering Restrictions Framework.

### **WASTEWATER**

157-164 Bylaw No. 975.63 – Pump & Haul Bylaw Amendment to Include Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District (Electoral Area 'G').

## **ADVISORY, SELECT COMMITTEE AND COMMISSION**

### **Solid Waste Management Select Committee**

165-166 Minutes of the Solid Waste Management Select Committee meeting held Wednesday, December 2, 2015 (for information).

### **Solid Waste Management Plan Review Update**

*That staff be directed to prepare a report recommending amendments to the Terms of Reference of the Solid Waste Management Select Committee to add the responsibility of providing advice and recommendations to the Board regarding Solid Waste Services operations, in addition to its current role as it relates to the Solid Waste Management Plan review process.*

**ADDENDUM**

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS**

**NEW BUSINESS**

**Directors' Roundtable**

**IN CAMERA**

*That pursuant to Sections 90 (1) (c), (e), (g), (i), and (j) of the Community Charter the Committee proceed to an In Camera Meeting, for discussions related to employee relations, land disposition, litigation, solicitor-client privilege, and third-party business interests.*

**ADJOURNMENT**

**Re: 2016 Assessment Roll**

**From:** Dawson, Bill N BCA:EX  
**Sent:** Wednesday, January 06, 2016 4:17 PM  
**Subject:** RE: 2016 Assessment Roll.

Feb 9<sup>th</sup> would be a good date for me but I could make Jan 26<sup>th</sup> as well.

I believe last year was 15-30 minutes in total. There were a few questions from the participants that took it longer than I anticipated. And I think you scheduled me for the start of the meeting; just after dinner.

Let me know what you decide.

I will focus on:

- Highlights of the 2016 Roll
  - o By municipality and electoral area
- Appeal volume
- Risks to current Roll
- Other?

Is there anything else you would suggest adding to the agenda?

Bill.

**BILL DAWSON BCOMM AACI P.APP**  
DEPUTY ASSESSOR | VANCOUVER ISLAND REGION

[BILL.DAWSON@BCASSESSMENT.CA](mailto:BILL.DAWSON@BCASSESSMENT.CA)  
T 1-866-valueBC (825-8322) x 04251 | F 250.753.6621  
300-125 Wallace Street. | Nanaimo BC V9R 5B2 | [www.bcassessment.ca](http://www.bcassessment.ca)

BC ASSESSMENT    

**Re: New 130 Bed Residence for Compassionate Dementia Care**

From: Robert Grose

Sent: Wednesday, January 20, 2016 5:20 PM

Subject: Re: Delegation to RDN - Feb. 9

Nanaimo Travellers Lodge would like to make a presentation on the need for Eden Gardens a new 130 bed residence for compassionate dementia care, the difference it will make in the Region and how RDN could help in our Capital Campaign.

I will make a PowerPoint presentation  
and send to you prior to meeting date of Feb 9-7:00pm

Robert Grose

Funds Development Chairman

Nanaimo Travellers Lodge

Sent from my iPhone

**Re: Financial Support**

From: Michel Morin

Sent: Monday, January 25, 2016 3:09 PM

Subject: RCM-SAR 27 / Nanaimo Marine Rescue Society

Is it possible to meet with you and the new board president sometime this week to introduce myself and our treasurer Joanne Swain. Also we will provide you the letter and financial documents required to complete our demand for financial support.

We would also like to talk about appearing before the public board meeting on the 9th of February to give a quick update and answer any questions from the board members.

Regards,

Michel Morin



**ROYAL CANADIAN MARINE  
SEARCH & RESCUE**

January 25, 2016

**DELIVERED BY HAND**

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

Dear Chair Veenhoff and Board Members:

Thank you for receiving our delegation last October and for considering our request to increase funding support over the next four years so that our volunteer members can continue to provide 24/7 emergency services and medical transport options on the water in and around the southern communities – including the islands.

As you will recall, four years ago the Board kindly authorized an annual grant of \$11,000/annum which has not increased since that time. Our operational budget was approximately \$70,000 in 2015 – which is solely related to operation costs such as proficiency training, fuel and essential crew safety and medical supplies. There are no labour costs – our operations are 100% volunteer provided. We have requested an increase from \$11,000 per annum to 17,500 per annum which would represent support at roughly the level of 25% of operating costs. The balance of funding is raised by our Society through fundraising efforts.

We are pleased to respond to any questions participating Directors may have, and we hope the Board will see fit to support our continuing ability to provide around-the-clock lifesaving on local waters.

Yours truly,

Mike Atkins  
President  
Nanaimo Marine Rescue Society

Michel Morin  
FOR: Station Leader  
RCMSAR Station 27 (Nanaimo)

cc: Wendy Idema



## 2015 Financial Statement:

<u>Revenue:</u>	<u>Budgeted Amount:</u>			<u>Actual Amount:</u>
Income from CCGA-P:	\$ 24,800.00			\$26,909.62
		Taskings:	\$15,938.48	
		Training:	\$ 8,762.53	
		Vessel Insp.:	\$ .00	
		Sea Patrol:	\$ 2,208.61	
Gaming:	\$ 27,000.00			
		(Restricted)	\$27,000.00*	
<i>Rotary Club of Lantzville</i>		(Restricted)	\$ 7,000.00*	(\$34,000.00)*
Fundraising:	\$ 13,600.00			\$ 18,409.29
		Individual:	\$ 6,231.31	
		M. Negrin:	\$ 5,971.94**	
		Corporate:	\$ 2,550.00	
		Fund. Revenue:	\$ 3,656.04	
Regional District:	\$ 11,000.00			\$ 11,325.00
City of Nanaimo, Property Tax Rebate	\$ 1,653.00			\$ 1,653.00
Bank Interest:	----			\$ 66.66
GST Rebate	\$ 500.00			\$ 5,025.91***
<b>Totals:</b>	<b>\$78,553.00</b>			<b>\$63,389.48</b>
				<u>( 34,000.00)*</u>
				<b><u>\$97,389.48</u></b>

<u>Expenses:</u>	<u>Budgeted Amount</u>			<u>Actual Amount:</u>
<u>Operations</u>	\$23,550.00			\$25,300.07
		Insurance	\$ 5,238.00	
		Scheduling	\$ 603.73	
		Dispatch	\$ 1,804.22	
		Fuel	\$10,254.36	
		GST	\$ 7,399.76***	



<u>Vessels</u>	\$25,200.00			\$24,011.17
		McGregor	\$ 6,536.17	
		Meynell	\$10,045.59	
		Equip. repl.	\$ 7,429.41	
<u>Boathouse &amp; Equipment</u>	\$12,550.00			\$10,561.40
		Safety Gear	\$7,665.24	
		Tools/Maint.	\$2,896.16	
<u>Public Relations</u>	\$ 7,900.00			\$ 7,562.57
		Supplies, etc.	\$1,324.09	
		Boating Safety	\$4,077.20	
		Website	\$ 197.05	
		Fundraising	\$1,964.23	
<u>Training</u>	\$ 2,000.00			\$ 1,531.37
<u>Station Leader</u>	\$ 2,700.00			\$ 3,211.38
		AGM	\$ 24.77	
		Office	\$ 1,643.27	
		Recognition	\$ 1,543.34	
<u>Society</u>	\$ 4,653.00			\$ 2,091.66
		Prof. fees	\$ 160.00	
		License	\$ 249.00	
		City of Nan, tax	\$ 1,653.00	
		Admin. Cost	\$ 29.59	
<b><u>Totals:</u></b>	<b><u>\$78,553.00</u></b>			<b><u>\$ 74,269.62</u></b>

*\*Note: The society received gaming funds for 2015 of \$27,000.00 which was allocated for vessel maintenance & fuel, the boating safety program and the boathouse project. An additional donation of \$7,000.00 was received from the Lantzville Rotary to be applied to safety equipment for our crew members and was to be included in the Gaming funds report.*

*\*\*Note: Funds received from the Marcus Negrin Memorial Fund.*

*\*\*\*Note: GST payments are not included on the individual Expense amounts listed here. Therefore, the GST portions of all expenses are reflected in this one entry.*



## Nanaimo Marine Rescue Society - 2016

### Expenses

Department		Budget \$	Hours	Tot portfolio
Station leader	Member recognition	1,100.00 \$		
	General supplies, etc.	1,000.00 \$		
	Representation	600.00 \$		
	AGM	200.00 \$		
		<b>2,900.00 \$</b>		<b>2,900.00 \$</b>
Operations	Insurance	6,800.00 \$		
	SOP	150.00 \$		
	Scheduling	1,400.00 \$		
	Fuel	13,000.00 \$		
	Pagers and communication	1,000.00 \$		
	<b>22,350.00 \$</b>		<b>22,350.00 \$</b>	
Acquisition projects	Offshore Gear	25,500.00 \$		
	SALUS PFD	1,700.00 \$		
	Radios	2,500.00 \$		
	Drysuit	1,250.00 \$		
	Direction finder	900.00 \$		
	David Clark Update	6,400.00 \$		
	Ready Room (M. Negrin Project)	6,000.00 \$		
		<b>44,250.00 \$</b>		<b>44,250.00 \$</b>
Training	Manual, charts & training material	800.00 \$		
	SARex	1,000.00 \$		
	Training hours (Regional allocation)		150	
	Training hours (NMRS Budget)		150	
	<b>1,800.00 \$</b>		<b>1,800.00 \$</b>	
Boathouse and equipments	Gear/PPE replacement	2,500.00 \$		
	General supplies	600.00 \$		
	Crew equipment contribution	2,000.00 \$		
	Storage	900.00 \$		
	Crew uniforms	1,600.00 \$		
		<b>7,600.00 \$</b>		<b>7,600.00 \$</b>
Public Relations, Media, Community	Boating safety programs + initiatives	1,800.00 \$		
	Marketing and Fundraising	2,500.00 \$		
	Administration and supplies	300.00 \$		
	<b>4,600.00 \$</b>		<b>4,600.00 \$</b>	
Vessels maintenance	Mc Gregor	8,000.00 \$		
	Meynell	5,000.00 \$		
	Boat trailer	1,200.00 \$		
	Boat Equipment/Gear Update	2,000.00 \$		
	<b>16,200.00 \$</b>		<b>16,200.00 \$</b>	
Society administration	Professional fees, supplies, etc.	1,000.00 \$		
	City of Nanaimo Property Tax and Serv.	1,653.00 \$		
	<b>2,653.00 \$</b>		<b>2,653.00 \$</b>	
<b>Total forecasted expenses</b>				<b>102,353.00 \$</b>

### Revenues

		Unrestricted	Forecast	
Royal Canadian Marine SAR	RCMSAR contribution for:			
	Incidents	15,000.00 \$	67	
	Training	9,000.00 \$	150	
	SAR Patrols	600.00 \$	5	
	SAR Community activities	1,200.00 \$	7	
City of Nanaimo grant	Property tax grant and services	1,653.00 \$		
Regional District of Nanaimo	2015-2018 Agreement	11,000.00 \$		
Internal	Fundraising	13,400.00 \$		
BC Gaming	Projects	50,000.00 \$		
GST Rebate	GST Rebate	500.00 \$		
	<b>Forecasted income</b>	<b>102,353.00 \$</b>		
	<b>Total forecasted income</b>			<b>102,353.00 \$</b>
	Profit/Deficit			0.00 \$

**Re: Memorial for Crew of WWII B-25 Mitchell Bomber**

From: Rod Szasz  
Sent: Thursday, January 28, 2016 9:02 AM  
Subject: RE: Memorial for Crew of WWII B-25 Mitchell Bomber RDN Meeting

Hello Tom,  
Roger to all of that.  
Rod

From: Osborne, Tom  
Sent: January-28-16 8:39 AM  
Subject: RE: Memorial for Crew of WWII B-25 Mitchell Bomber RDN Meeting

Rod,

The February 9<sup>th</sup> date is a RDN Committee of the Whole Meeting of the Board and it would be appropriate for you to speak as a delegation at that meeting. The recommendations from the Committee of the Whole Meeting then go to the February 23 / 16 Board meeting for formal adoption.

In regards to your information, it would be advisable to add in a section that volunteers will work with the a society (legion?) to assist the RDN by stewarding the plaque site.

I will be recommending to the Board two resolutions (draft below):

1. That the RDN become the "owner of record" of a plaque and interpretive board dedicated to the memory of the five RCAF crew that perished on Mt. Whymper.
2. That the RDN enter into site stewardship agreement with the XXXXX society.

If you could provide the name of the appropriate society for the second recommendation would be helpful.

Thanks for the map information. I will look at it likely tomorrow once I get back to my regular office with google earth on it.

Regards,

Tom

# NANAIMO REGIONAL DISTRICT

## REPORT TO BOARD

DATE OF MEETING: 2016 -02-09

DELEGATION SPEAKING: ANDREW FARROW AND ROD SZASZ

RE: MEMORIAL FOR CREW OF WWII B-25 MITCHELL BOMBER, MT. WHYMPER

---

### RECOMMENDATION:

1. That the RDN become the “owner of record” of a plaque and interpretive board dedicated to the memory of the five RCAF crew that perished on Mt. Whympers.
2. That the RDN enter into site stewardship agreement with the Royal Canadian Air Force Association, 808 Wing Nanaimo.

### PURPOSE:

To allow the application for Federal Funds from Veterans Affairs to establish a plaque and interpretive board to raise awareness of the B-25 crash and efforts to appropriately commemorate and memorialise the sacrifice of RCAF personnel in the community.

### BACKGROUND:

On 1944-May-29, B-25 Mitchell 345 from Operational Training Unit 5 (OTU5) operating from Boundary Bay did not return after a routine navigation exercise. After three days of searching and enlisting the help of a US Navy Air Ship, wreckage was found on Mt. Whympers, within the City of Nanaimo Drinking Watershed. The US Navy Air Ship also crashed about 200 metres from the site; all US Navy members and two RCAF liaison personnel were uninjured and managed to hike out after three days.

After an arduous three day hike, members of the public and RCAF search and rescue crews reached the site. A multi-day search of the crash site revealed remains of at least 5 persons – all crew members, thereby eliminating the possibility that someone may have bailed out. The remains stayed relatively undisturbed and forgotten and in a sense “lost” from history.

### DISCUSSION:

Working with the Royal Canadian Legion and Veterans Affairs Canada, Andrew Farrow and Rod Szasz have proposed a memorial plaque near the crash site and interpretive board to be set up on Island Timberlands property near Nanaimo’s watershed entrance. They have enlisted support from other volunteers for the following:

- Funding for procuring the plaque and interpretive board.
- Volunteers to make and install both.
- Permission to station both on Island Timberlands property.

Funding from Veteran's Affairs Canada can only be made if we have an "enduring institution of record" willing to own the plaque and interpretive board. Own would mean, keeping a GIS record and reporting to the service organisation informally about the status of the board and plaque.

The interpretive board is envisioned to be near the entrance to the watershed. It will memorialise the site and increase consciousness of the contributions of people in the Commonwealth Air Training Programme and its local connection. It will be near a popular hiking trail. It will indicate what happened nearby but will not precisely indicate the site, in order to keep the site secure.

The plaque and interpretive board mirror similar commemorative projects on Vancouver Island, such as Mt. Bolduc, Lake Cowichan Ventura Crash site, Flores Lake, Nitinat Lake Liberator Crash site and many others.

The provisional grave where the small amount of collected remains were buried (about a 1'x1' collection of remains) has been lost, completely. While the site is an official "Provincial Cemetery 689" according to BC law from 1947, the original burial site has been lost. A small listing in BC archives from 1947 is the only documentation memorialising the site. According to Commonwealth War Graves Commission correspondence "all those who know the burial site have since passed away." Attempts to find the formal burial site using documents and a grid search have not been successful.

The importance of place and memorial is important. It is in fact the very essence of what the Commonwealth War Graves Commission represents. Linking this region to an event of monumental importance and the sacrifice of Canadians locally, underlies the importance of place in our community and strengthens our community. Actual physical remains can disappear, but memory can endure.

Respectfully submitted,

Concurrence by:

---

COMMENT:

**Re: Proposed Amendment to Boundary between Electoral Areas 'F' and 'G'.**

From: Ron Chiovetti

Sent: Monday, February 01, 2016 4:39 PM

Subject: HBR Consulting Inc cover letter for RDN

Tyler Brown asked me to email you to reserve a 10 minute spot on your February 9<sup>th</sup> agenda.

I have attached the cover letter for your review so that you understand the nature of the request.

I can certainly keep the presentation to 5 minutes if that helps you squeeze us into your agenda.

Let me know if you need anything else from me

Thanks

Ron

Ron Chiovetti, President  
Isle Golf Cars Inc.

# **HBR Consulting Inc.**

1365 Madrona Drive  
NanOOSE Bay, BC. V9P 9C9

February 1, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo B.C. V9T 6N2

Attention: **RDN Board of Directors**

**Re: Amendment to the Boundary between Electoral Areas F and G  
- Lots in Electoral Area G that are South of the Inland Highway**

---

Board of Directors,

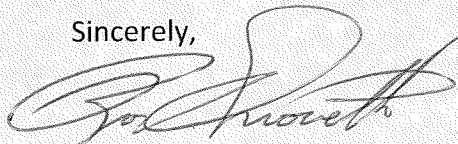
HBR Consulting Inc., acting on behalf of Allard Contractors Ltd , would like to request that the Directors of the Nanaimo Regional District give due consideration to our request to adjust the Electoral boundaries of Areas F and G to re-designate six properties.

The stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. It is our submission that the stranded properties should be part of Electoral Area F so they can be developed in conjunction with the development of the bulk of the land south of the Highway.

All six property owners whose land lies within the current boundary of Electoral Area G fully support this proposed boundary adjustment. (see attached letters of support and map)

We are aware there are a number of steps needed to evaluate and implement this proposal. In order to facilitate achieving the realignment goal we request that the Directors pass a motion indicating their support and instructing the RDN to move forward with their required due diligence and process.

Sincerely,



Ron Chioveti,  
President

250-729-1891 - [ron@islegolfcars.com](mailto:ron@islegolfcars.com)



Sand & Gravel

**ALLARD CONTRACTORS Ltd.**

P.O. Box 47, Port Coquitlam, B.C. V3C 3V5

Sales: 604-944-1448

Office: 604-944-2556

Fax: 604-464-7794

January 15, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo, B.C.  
V9T 6N2

**ATTENTION: R.D.N. BOARD OF DIRECTORS**

**Re: Amendment to Boundary between Electoral Areas F and G**  
**- Lots in Electoral Area G that are South of the Island Highway**

Dear Sirs,

The boundary between Electoral Areas F and G was set before the Island Highway was constructed. The Highway has cut off a number of properties (or parts of them) south of the Island Highway from the bulk of Electoral Area G.

These stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. The stranded properties should be part of Electoral Area F so they can be developed in conjunction with development of the bulk of the land south of the Highway.

The owners of the stranded properties are listed in Schedule A. The properties are highlighted in Schedule B.

Allard and the other owners of stranded properties I have talked to support the boundary between Electoral Areas F and G being adjusted to reflect the natural division in use between properties north and south of the Island Highway. We would welcome the opportunity to discuss with you the process that would be required to achieve this.

I am pleased to be able to advise you that HBR Consulting Inc., which is owned by Ron Chiovetti, has taken up an option to purchase the Allard Gravel Pit. Allard does therefore authorize the Regional District of Nanaimo to deal with HBR Consulting Inc. acting as our agent in respect of the pursuit of this boundary adjustment; provided final approval and execution of any application or other document, or legally binding commitment, will remain with Allard.

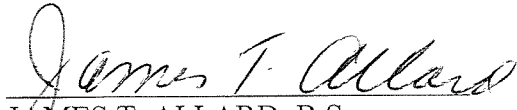
The Allard Gravel Pit is uniquely sited in proximity to major highways and the rail corridor. In addition the Rail Trail proposed by the RDN will extend along the north border of the property. This location would present itself as an ideal location for an innovative use such as a forest



technology institute or an eco-industrial park which would be consistent with Electoral Area F uses. The Allard pit should be included in Electoral Area F and zoned for Commercial/Industrial Use, the same as the west side of Fairdowne Road. In our view, this would support the broad objectives contained in the Regional Growth Strategy regarding enhancing economic resiliency.

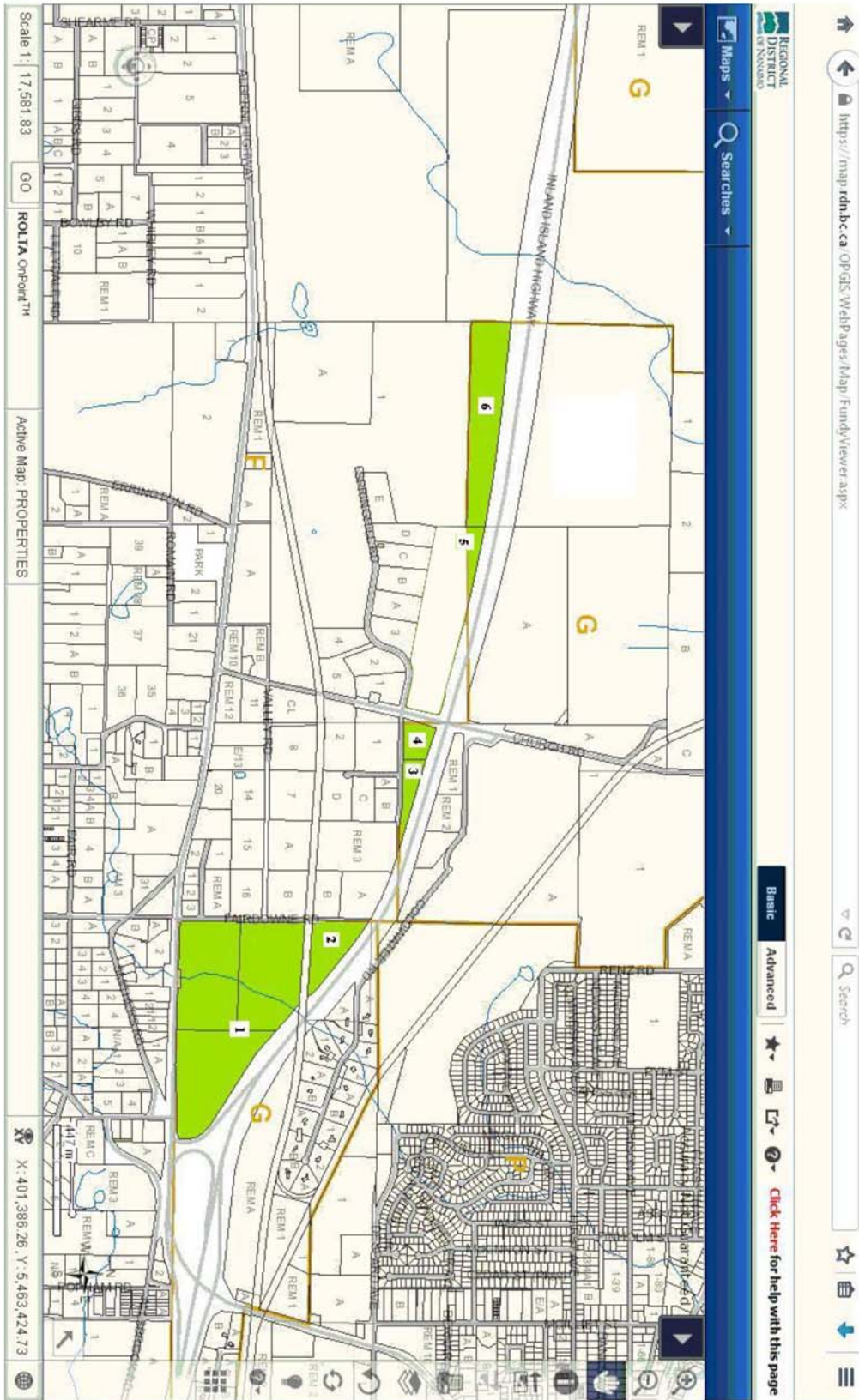
Yours truly,

ALLARD CONTRACTORS LTD.

  
JAMES T. ALLARD, B.Sc.  
Vice President

JTA/wld

# Schedule B



January 22, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo B.C.  
V9T 6N2

Attention: **RDN Board of Directors**

**Re: Amendment to the Boundary between Electoral Areas F and G  
- Lots in Electoral Area G that are South of the Inland Highway**

---

Dear Sirs,

The boundary between Electoral Areas F and G was set before the Island Highway was constructed. The Highway has cut off a number of properties (or parts of them) south of the Island Highway from the bulk of Electoral Area G.

These stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. The stranded properties should be part of Electoral Area F so they can be developed in conjunction with development of the bulk of the land south of the Highway.

I am one of the six property owners stranded by the current boundary between Electoral Areas F and G (see attached map) and would support this proposed boundary adjustment.

As the owner of parcel #2 (P.I.D. 009-438-882) I fully support this initiative by HBR Consulting Inc. (acting on behalf of Allard Contractors Ltd) to pursue this boundary adjustment with the Regional District of Nanaimo.

Sincerely,



Sharon Judson

January 22, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo B.C.  
V9T 6N2

Attention: **RDN Board of Directors**

**Re: Amendment to the Boundary between Electoral Areas F and G  
- Lots in Electoral Area G that are South of the Inland Highway**

---

Dear Sirs,

The boundary between Electoral Areas F and G was set before the Island Highway was constructed. The Highway has cut off a number of properties (or parts of them) south of the Island Highway from the bulk of Electoral Area G.

These stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. The stranded properties should be part of Electoral Area F so they can be developed in conjunction with development of the bulk of the land south of the Highway.

I am one of the six property owners stranded by the current boundary between Electoral Areas F and G (see attached map) and would support this proposed boundary adjustment.

As the owner of parcel #3 on the map (P.I.D. 000-410-799) I fully support this initiative by HBR Consulting Inc. (acting on behalf of Allard Contractors Ltd) to pursue this boundary adjustment with the Regional District of Nanaimo.

Sincerely,

*By Telephone – Signature to follow*

Mike Evans  
Parksville Boathouse Ltd.

January 22, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo B.C.  
V9T 6N2

Attention: **RDN Board of Directors**

**Re: Amendment to the Boundary between Electoral Areas F and G  
- Lots in Electoral Area G that are South of the Inland Highway**

---

Dear Sirs,

The boundary between Electoral Areas F and G was set before the Island Highway was constructed. The Highway has cut off a number of properties (or parts of them) south of the Island Highway from the bulk of Electoral Area G.

These stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. The stranded properties should be part of Electoral Area F so they can be developed in conjunction with development of the bulk of the land south of the Highway.

I am one of the six property owners stranded by the current boundary between Electoral Areas F and G (see attached map) and would support this proposed boundary adjustment.

As the owner of parcel #4 on the map (P.I.D. 000-410-748) I fully support this initiative by HBR Consulting Inc. (acting on behalf of Allard Contractors Ltd) to pursue this boundary adjustment with the Regional District of Nanaimo.

Sincerely,

*By Telephone – Signature to follow*

Chad and Paula Campbell  
Cole R. Holdings Ltd.

January 22, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo B.C.  
V9T 6N2

Attention: **RDN Board of Directors**

**Re: Amendment to the Boundary between Electoral Areas F and G  
- Lots in Electoral Area G that are South of the Inland Highway**

---

Dear Sirs,

The boundary between Electoral Areas F and G was set before the Island Highway was constructed. The Highway has cut off a number of properties (or parts of them) south of the Island Highway from the bulk of Electoral Area G.

These stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. The stranded properties should be part of Electoral Area F so they can be developed in conjunction with development of the bulk of the land south of the Highway.

I am one of the six property owners stranded by the current boundary between Electoral Areas F and G (see attached map) and would support this proposed boundary adjustment.

As the owner of parcel #5 on the map (P.I.D. 017-930-073) I fully support this initiative by HBR Consulting Inc. (acting on behalf of Allard Contractors Ltd) to pursue this boundary adjustment with the Regional District of Nanaimo.

Sincerely,

*By Telephone – Signature to follow*

Hans Baan  
VanDerVeldt Investments Inc.

January 22, 2016

Regional District of Nanaimo  
Strategic & Community Development  
6300 Hammond Bay Road  
Nanaimo B.C.  
V9T 6N2

Attention: **RDN Board of Directors**

**Re: Amendment to the Boundary between Electoral Areas F and G  
- Lots in Electoral Area G that are South of the Inland Highway**

---

Dear Sirs,

The boundary between Electoral Areas F and G was set before the Island Highway was constructed. The Highway has cut off a number of properties (or parts of them) south of the Island Highway from the bulk of Electoral Area G.

These stranded properties now have little in common with the bulk of the properties in Electoral Area G lying to the north of the Highway. The stranded properties should be part of Electoral Area F so they can be developed in conjunction with development of the bulk of the land south of the Highway.

I am one of the six property owners stranded by the current boundary between Electoral Areas F and G (see attached map) and would support this proposed boundary adjustment.

As the owner of parcel #6 on the map (P.I.D. 028-577-957) I fully support this initiative by HBR Consulting Inc. (acting on behalf of Allard Contractors Ltd.) to pursue this boundary adjustment with the Regional District of Nanaimo.

Sincerely,

*By telephone – Signature to follow*

Henry Rempel

## **Re: Holden Creek Restoration**

From: Jessie  
Sent: Tuesday, February 02, 2016 3:33 PM  
Subject: RE: Holden Creek restoration

I would like to present a request for the district to undertake the restoration and management of Holden Creek. A comprehensive study of the Quennell – Holden Water system was completed in 1993 which indicates the importance of this system as a water source and a fish habitat.

Since that time little or nothing has been done to maintain the flow of water through Holden Creek. This has resulted in a discontinuance of the fish spawning in Holden and Quennell Lakes and some serious flooding of lands adjacent to the Creek.

Currently Federal funds are available for such projects from Ralph Goodale, Minister of Public Safety, and The Pacific Salmon Foundation's Community Salmon Program. The latter seems to have about \$ 1.5M available. Applications for this must be in by Feb. 15.

With the study as a base and the available funds, this should be a very worthwhile project for our local government to undertake. We have all the expertise available locally to carry it out.

Thanks,

Jessie James

PS I am trying to round up some of the interested people to form a delegation but everyone is away or busy. It may be a case of just two or three ...



REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING  
OF THE REGIONAL DISTRICT OF NANAIMO HELD ON  
TUESDAY, JANUARY 12, 2016 AT 7:00 PM IN THE  
RDN BOARD CHAMBERS

In Attendance:

Director B Veenhof	Chairperson
Director C. Haime	Deputy Chairperson
Director A. McPherson	Electoral Area A
Director H. Houle	Electoral Area B
Director M. Young	Electoral Area C
Alternate	
Director K. Lowe	Electoral Area E
Director J. Fell	Electoral Area F
Director J. Stanhope	Electoral Area G
Director B. McKay	City of Nanaimo
Director B. Bestwick	City of Nanaimo
Director J. Hong	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director W. Pratt	City of Nanaimo
Director I. Thorpe	City of Nanaimo
Director B. Yoachim	City of Nanaimo
Director M. Lefebvre	City of Parksville
Director T. Westbroek	Town of Qualicum Beach

Regrets:

Director B. Rogers	Electoral Area E
--------------------	------------------

Also in Attendance:

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

## **CALL TO ORDER**

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

The Chairperson welcomed Alternate Director Lowe to the meeting.

## **DELEGATIONS**

### **Andre Sullivan, Nanaimo Economic Development Corporation, re Programs Provided to Date by the NEDC.**

Andre Sullivan introduced Chief Executive Officer, John Hankins, who presented an overview of the goals for 2016 including raising the profile of the Nanaimo region by building relationships with local companies, attracting events, tourism and fostering and furthering engagement with stakeholders.

### **Lynn deVries, Backcountry Horsemen of BC Central Vancouver Island Chapter, re Trail Advocacy.**

Lynn deVries shared her views of the challenges faced by the equestrian group and asked for the Board's support by working together with this Chapter of the Backcountry Horsemen by including the group in planning processes, recognizing them as a Stakeholder, and providing clear identification for parking and trail head access.

### **Fraser Wilson, Nanaimo and Area Land Trust, re Request for Core Funding Assistance.**

Fraser Wilson shared a brief history and highlighted the services provided to the region by the Nanaimo and Area Land Trust and asked the Board to provide a \$30,000 grant for core funding for 2016.

### **Chris Beaton, Nanaimo Aboriginal Centre, re Request for Support for Passive House Project.**

Chris Beaton provided an overview of the Nanaimo Aboriginal Centre activities during 2015 and asked the Board for a motion of support in principle for the Passive House project and for a one-time grant of \$15,000 for the project.

## **COMMITTEE OF THE WHOLE MINUTES**

### **Minutes of the Committee of the Whole meeting held Tuesday, November 10, 2015.**

MOVED Director Stanhope, SECONDED Director Thorpe, that the minutes of the Committee of the Whole meeting held Tuesday, November 10, 2015, be adopted.

CARRIED

## **COMMUNICATION/CORRESPONDENCE**

### **Steve Gordon, Ministry of Forests, Lands & Natural Resource Operations, re Species at Risk Implementation Plans and Engagement Sessions.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Steve Gordon, Ministry of Forests, Lands & Natural Resource Operations, regarding species at risk Implementation Plans and engagement sessions be received.

CARRIED.

### **Anthony Danks, Ministry of Environment, re Proposed New Spill Response Regime.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Anthony Danks, Ministry of Environment, regarding a proposed new spill response regime be received.

CARRIED

**MNP, re Regional District of Nanaimo Audit Service Plan – Year Ending December 31, 2015.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from MNP, regarding the Regional District of Nanaimo Audit Service Plan for the year ending December 31, 2015 be received.

CARRIED

**Peter Ronald, Union of BC Municipalities, re 2016 Asset Management Planning Program – Grant Approval Terms and Conditions.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Peter Ronald, Union of BC Municipalities, regarding the 2016 Asset Management Planning Program – Grant Approval Terms and Conditions be received.

CARRIED

**Al Richmond, Union of BC Municipalities, re Gas Tax Agreement Community Works Fund Payment.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Al Richmond, Union of BC Municipalities, regarding the Gas Tax Agreement Community Works Fund payment be received.

CARRIED

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

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Wayne Pritchard, Ducks Unlimited Canada, regarding a request for support for a Vancouver Island Workshop be received.

CARRIED

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

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from R.K. Weir, Town of Qualicum Beach, regarding the French Creek Water Service Area be received.

CARRIED

**Trevor Wicks re Englishman River Water Service Board Review Proposal.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Trevor Wicks regarding the Englishman River Water Service Board review proposal be received.

CARRIED

**Douglas O'Brien and Teresa O'Brien, re Appointment to Englishman River Water Service Management Board.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the correspondence from Douglas O'Brien and Teresa O'Brien regarding an appointment to the Englishman River Water Service Management Board be received.

CARRIED

**STRATEGIC AND COMMUNITY DEVELOPMENT**

**BUILDING, BYLAW, AND EMERGENCY PLANNING**

**Animal Control and Licensing Amendment Bylaw No. 939.04, 2016.**

MOVED Director Stanhope, SECONDED Director Houle, that "Animal Control and Licensing Amendment Bylaw No. 939.04, 2016" be introduced and read three times.

CARRIED

MOVED Director Stanhope, SECONDED Director Houle, that "Animal Control and Licensing Amendment Bylaw No. 939.04, 2016" be adopted.

CARRIED

**Animal Control Amendment Bylaw No. 941.06, 2016.**

MOVED Director Fell, SECONDED Director Pratt, that "Animal Control Amendment Bylaw No. 941.06, 2016" be introduced and read three times.

CARRIED

MOVED Director Fell, SECONDED Director Pratt, that "Animal Control Amendment Bylaw No. 941.06, 2016" be adopted.

CARRIED

**CORPORATE SERVICES**

**ADMINISTRATION**

**Local Government Liaison – *Public Health Act*.**

MOVED Director Stanhope, SECONDED Director Pratt, that the Regional District of Nanaimo Chief Administrative Officer be appointed as the local government liaison in accordance with Section 83 of the *Public Health Act*.

CARRIED

MOVED Director Stanhope, SECONDED Director Pratt, that the Regional District of Nanaimo send notice of the designation of the local government liaison to Island Health by way of the local Medical Health Officer.

CARRIED

**RECREATION AND PARKS**

**RECREATION**

**Meadowood Community Recreation Centre Alternative Construction Options.**

MOVED Director Fell, SECONDED Director Young, that the Regional District of Nanaimo issue a Design/Build Tender for a prefabricated metal building in the amount of \$450,000 for the Meadowood Community Recreation Centre to be situated within the Meadowood Community Park southeast of Dashwood Fire Hall #62 (Meadowood Fire Hall).

CARRIED

**PARKS**

**Mount Benson Regional Park Conservation Covenant and Termination of Contribution Agreement.**

MOVED Director Young, SECONDED Director Pratt, that the Section 219 Conservation Covenant in favour of the Nanaimo and Area Land Trust Society and the Cowichan Community Land Trust Society be approved and registered on title for Mt. Benson Regional Park.

CARRIED

MOVED Director Young, SECONDED Director Pratt, that the 2006 Regional District of Nanaimo - Nanaimo and Area Land Trust Society Contribution Agreement for Mount Benson Regional Park be terminated.

CARRIED

**FINANCE**

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

MOVED Director Stanhope, SECONDED Director Thorpe, that the "2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016", be introduced and read three times.

CARRIED

MOVED Director Stanhope, SECONDED Director Thorpe, that the "2016 Parcel Tax Assessment Roll Bylaw No. 1739, 2016" be adopted.

CARRIED

**Approval of Signing Authorities for General Banking and Investments.**

MOVED Director Stanhope, SECONDED Director Thorpe, that the signing authorities for general banking services and financial instruments reflect the following officer positions:

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

CARRIED

MOVED Director Stanhope, SECONDED Director Thorpe, that the foregoing authorizations extend to accounts in the name of the Regional District of Nanaimo.

CARRIED

**2016 Gas Tax Transfer and Community Works Fund Program Update.**

MOVED Director Stanhope, SECONDED Director Houle, that the report on the use of Community Works Funds be received for information.

CARRIED

MOVED Director Stanhope, SECONDED Director Houle, that the Community Works Funds program project lists attached as Schedules A and B be approved and that staff be authorized to continue work on the projects as needed.

CARRIED

**ADVISORY, SELECT COMMITTEE AND COMMISSION**

**Electoral Area 'G' Parks and Open Space Advisory Committee.**

**Minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held Wednesday, November 4, 2015.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that the minutes of the Electoral Area 'G' Parks and Open Space Advisory Committee meeting held Wednesday, November 4, 2015, be received for information.

CARRIED

**Little Qualicum (Dashwood) Hall.**

MOVED Director Stanhope, SECONDED Director Lefebvre, that staff be requested to prepare a report outlining the options and costs for the upgrade or rebuild of the Little Qualicum Hall.

CARRIED

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

**Minutes of the Electoral Area 'A' Parks, Recreation, and Culture Commission meeting held Wednesday, November 18, 2015.**

MOVED Director McPherson, SECONDED Director Thorpe, that the minutes of the Electoral Area 'A' Parks, Recreation, and Culture Commission meeting held Wednesday, November 18, 2015, be received for information.

CARRIED

***Grants-in-Aid.***

MOVED Director McPherson, SECONDED Director Thorpe, that the following Electoral Area 'A' Recreation Grants-in-Aid be approved:

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

CARRIED

**District 69 Recreation Commission.**

**Minutes of the District 69 Recreation Commission meeting held Thursday, November 19, 2015.**

MOVED Director Stanhope, SECONDED Director Pratt, that the minutes of the District 69 Recreation Commission meeting held Thursday, November 19, 2015, be received for information.

CARRIED

**BUSINESS ARISING FROM DELEGATIONS OR COMMUNICATIONS.**

**Nanaimo Aboriginal Centre - Passive House Project Grant.**

MOVED Director Bestwick, SECONDED Director Thorpe, that the Regional District of Nanaimo contribute a one-time grant of \$15,000 to the Nanaimo Aboriginal Centre for the Passive House project.

CARRIED

**Ducks Unlimited Canada - Request for Support for Vancouver Island Workshop.**

MOVED Director Bestwick, SECONDED Director Fell, that the Regional District of Nanaimo contribute \$1,000 to Ducks Unlimited Canada in support of the Vancouver Island Workshop.

CARRIED

**Nanaimo Aboriginal Centre - Support In Principle for Passive House Project.**

MOVED Director Pratt, SECONDED Director Fell, that the Regional District of Nanaimo supports in principle the Nanaimo Aboriginal Centre Passive House project.

CARRIED

**Nanaimo and Area Land Trust Core Funding.**

MOVED Director Young, SECONDED Director Bestwick, that the Board provide a \$30,000 grant to the Nanaimo and Area Land Trust.

CARRIED

**NEW BUSINESS**

**HandyDART Service for Electoral Area 'B' Residents.**

MOVED Director Houle, SECONDED Director Kipp, that staff provide an analysis of establishing handyDART service for Electoral Area 'B' residents with trips starting from the Gabriola Ferry Terminal in Nanaimo.

CARRIED

**DIRECTORS' ROUND TABLE**

Directors provided updates to the Board.

**IN CAMERA**

MOVED Director Stanhope, SECONDED Director Lefebvre, that pursuant to Sections 90 (1) (e) and (j) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to land acquisition and third-party business interests.

CARRIED

TIME: 8:55

**ADJOURNMENT**

MOVED Director Thorpe, SECONDED Director Stanhope, that this meeting be adjourned.

CARRIED

TIME: 9:06 PM

---

CHAIRPERSON

---

CORPORATE OFFICER

**From:** "Minister, ENV ENV:EX" <ENV.Minister@gov.bc.ca>  
**Subject:** Request for Local Government Input - Climate Action and Climate Leadership Plan  
**Date:** January 20, 2016 at 2:45:56 PM PST  
**Cc:** "Minister, CSCD CSCD:EX" <CSCD.minister@gov.bc.ca>, "arichmond@cariboord.bc.ca" <arichmond@cariboord.bc.ca>

Reference: 294377

*January 20, 2016*

Dear Mayor / Regional District Chair:

Last year, the British Columbia (BC) Government launched a process to develop a new Climate Leadership Plan that will enhance BC's climate leadership and help move BC's climate agenda forward. Much has been accomplished since BC's 2008 Climate Action Plan, and many significant gains are a direct result of local government leadership. With the development of a new plan, BC is now taking the next step toward a low-carbon future, alongside new international momentum following the December 2015 Paris agreement, and new national momentum following the federal government's commitment to develop a pan-Canadian framework for combatting climate change.

Local government signatories to the BC Climate Action Charter remain a key partner in helping to reduce greenhouse gas emissions and create complete, compact and energy-efficient communities. The Climate Action Revenue Incentive Program (CARIP) continues to provide funding to all Charter signatories and is based on the carbon taxes paid by local governments. Additionally, CARIP reporting allows the province to better understand activities that local governments are undertaking to achieve their climate action goals.

Local government action has been substantial. For the 2014 reporting year, 173 local governments submitted CARIP reports. This is the largest number of reports received since 2010. The CARIP reports show consistently high numbers of community-wide and corporate climate actions over the past five reporting years. There are notable increases in emission reductions from greenhouse gas (GHG) reduction projects. A number of local governments are successfully implementing new and innovative approaches to reducing energy use and GHG emissions. In addition

- 142 local governments are measuring their corporate emissions and 40 local governments are reporting as carbon neutral;
- 75 local governments have created climate action reserve funds;
- Nearly 75 percent of local governments in B.C. have energy and emissions plans which provide the foundation for identifying climate actions in their communities;
- Over half of the communities in BC have organic diversion and collection programs that keep methane-creating waste out of landfills.



BC is now focusing on two overarching climate-related priorities in 2016: completing the new BC Climate Leadership Plan and participating in the federal process to develop a pan-Canadian framework for combatting climate change.

As part of BC's preparation for engagement in the federal process, I am writing to seek your advice and input related to climate activities in the areas defined below by the federal government. Building on your CARIP submissions I would greatly appreciate hearing what future climate action plans and ambitions you may have. If you would like to provide updates on action in other areas, that would also be welcomed.

- Transportation
- Electricity
- Buildings
- Forests
- Agriculture
- Government Operations
- Clean energy technology innovation
- Green infrastructure
- Adaptation and resilience
- Public education and engagement

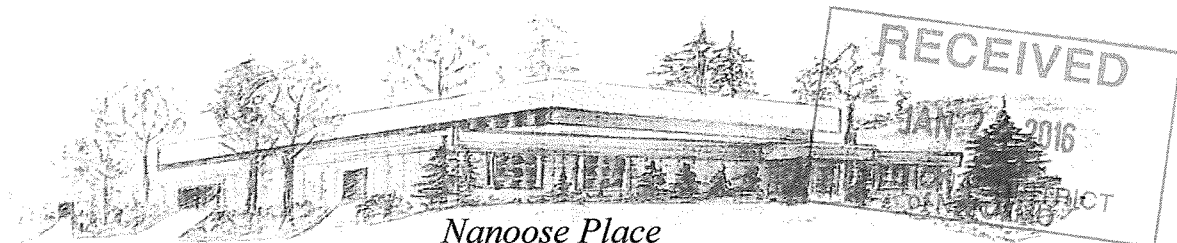
I am also writing to let you know that the BC Government will be conducting further engagement with local governments as we work to develop our new Climate Leadership Plan. Nearly a quarter of all BC local governments submitted valuable input to the Climate Leadership Plan discussion paper in the summer of 2015 and we would now like to undertake more direct engagement. To that end, it is our wish to attend each of BC's local government annual association meetings over the coming months to further discuss the Climate Leadership Plan.

In the meantime, if you have questions about engagement on BC's new plan, you can contact Susanna Laaksonen-Craig, Head of BC's Climate Action Secretariat, at [Susanna.LaaksonenCraig@gov.bc.ca](mailto:Susanna.LaaksonenCraig@gov.bc.ca).

Sincerely,

Mary Polak  
Minister

cc: Honourable Peter Fassbender, Ministry of Community, Sport and Cultural Development  
Al Richmond, President, Union of BC Municipalities



**Nanoose Place**  
 2925 Northwest Bay Rd. - P.O. Box #272 Nanoose Bay B.C. V9P9J9  
 250.468.5339 NanoosePlace@shawbiz.ca

Nanoose Place  
 January 20, 2016

Bob Rogers, Director  
 Electoral Area 'E' (Nanoose Bay)  
 Regional District of Nanaimo  
 6300 Hammond Bay Road  
 Nanaimo, BC V9T 6N2

m

RDN CAO'S OFFICE			
CAO		GM R&P	
GMS&CD		GM T&SW	
GM R&CU		DF	
JAN 25 2016			
DCS		BOARD	
CHAIR			
CPC			

✓

Director Rogers;

Thank you for attending the inaugural Board meeting of the Nanoose Bay Activities & Recreation Society (NBARS) on November 06, 2015. Your comments and suggestions were greatly appreciated as the newly (re-)formed Board of Directors embarks on a much needed remediation and renovation of Nanoose Place Community Hall. In particular, your guidance in obtaining funds from the Community Works Fund (CWF) program will help to expedite our application for funds allocated to RDN Electoral Area 'E'.

As per your suggestion at the November 06 Board meeting, the Board prioritized capital works projects and gathered preliminary estimates of cost. The NBARS Board feels these projects will enhance the experience of community use of Nanoose Place as well as adopting an energy consumption model intended to reduce operating costs and increase energy efficiency. The Board divided the projects into structural modifications to Nanoose Place itself and modifications to the parking lot surface and parking lot lighting. The exterior projects (primarily the parking areas) would take place on RDN property and will need approval from the appropriate department or possibly the RDN Board of Directors. Consideration must also be given to future development plans for Canuck Properties and the obligation of Canuck Properties to provide the improvements specified in a Section 219 covenant registered in favor of the RDN. We look to you for further guidance on these matters.

Nanoose Place is nearing 25 years of service to the community. Under the pro-active management of Eve Flynn, Nanoose Place manager, facility maintenance has been exemplary and has prevented chronic deterioration of the facility while providing excellent opportunities for various groups to have reasonably priced, safe and comfortable areas for social, recreational, cultural and educational events. The RDN has relied on our community facility on many occasions for public information meetings, public hearings, educational workshops and seminars to facilitate community consultation. In spite of performing the required periodic maintenance and dealing with acute structure or equipment failures, the NBARS Board feels it is imperative to replace and extend facility components in order continue serving the community of Nanoose Bay.

## **Interior Projects: Heating & Sound System**

After touring and reviewing the condition of Nanoose Place, the two principal interior deficits identified by the Board were determined to be the heating system and the public address/sound system. The heating system is the original from the early 1990's and uses propane as a fuel. As all or part of the heating system needs replacing, Director Gordon Wiebe has been in contact with Fortis B.C. to explore the feasibility of converting the fuel source to Natural Gas. This conversion would be an essential component of the project to replace the heating apparatus. Nanoose Place has one large furnace for the main hall and a smaller furnace in each of the 4 activity rooms. Preliminary inspection has determined the main furnace can be converted to LNG with a simple parts exchange while the satellite furnaces are not convertible and have reached the end of service life.

Preliminary cost estimates for furnace replace and conversion are \$10,000 to install the natural gas supply, \$20,000-\$25,000 to replace the 4 smaller furnaces and \$500 to convert the main furnace from propane to natural gas. Director Wiebe has discovered uninsulated duct-work in the attic which would seriously reduce the energy efficiency even after conversion and furnace replacement. To remedy this deficiency would add approximately \$10,000 to \$15,000 to the cost of conversion/replacement. The proper course of action and final cost would be determined by a pre-project energy audit of the facility and formal RFQs. Due to the technical nature of this project, through this correspondence, we request the involvement of Chris Midgley, RDN Energy and Sustainability Manager, for assistance in providing or arranging for consultation including pre- and post-project energy audits. Further, the NBARS Board will submit an application for financial assistance (\$5000 for 1 satellite furnace) to the RDN Grants-In-Aid committee to reduce the amount requested from CWF and will also explore rebate promotions from Fortis B.C. for installation of new service and conversion to natural gas heating. (*See attached cost estimate summary for details*).

The public address/sound system is also original equipment issue from the Nanoose Bay Lion's construction project in the early 1990's. It has been patched up and repaired to the point where it is neither reliable nor effective. A functioning sound system is an integral part of community meetings, church services, fitness classes and to special occasion events such as weddings and office parties. Many have experienced the failure of the sound system prior to an event that requires speaker & microphone access for a public meeting. (You know you're in trouble when "testing, testing" fails!) Preliminary estimates to replace the 25 year old system are in the \$20,000 range. Nanaimo Ballroom Dancing Association, a decades long patron of Nanoose Place, has done preliminary exploration of equipment options and costs. They have also agreed in principle to contribute an unspecified amount in financial support to replace the present system. To further reduce the request from the CWF, NBARS will also submit an application to the Parks & Recreation grants-in-aid committee for \$5000 to assist in the purchase of replacement equipment. (*See attached cost estimate summary for details*).

## **Exterior Projects: Paving & Lighting**

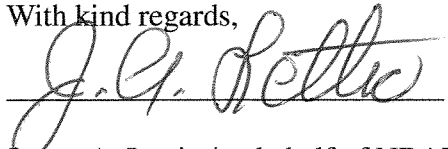
For the past 2.5 decades, the parking lot surface for Nanoose Place has been 40% asphalt pavement and the remainder a mix of sand, pit-run gravel and 3/4" road mulch. In the early days of operation, with fewer residents in Nanoose Bay and a lower usage level, the paved portion of the lot served to provide hard surface parking for most attendees to functions held at the hall. Over the past decade, especially with the development of Fairwinds Community and an age shift in the demographic, the paved portion of the lot is inadequate to provide safe, stable, hard surface parking for hall patrons. Coupled with the more frequent use of the 'overflow' (unsurfaced) portion of the parking lot, lighting

standards installed in the original Nanoose Bay Lion's construction project are in need of repair or replacement. The pattern of placement might also need to be re-configured to account for an expanded, asphalt surfaced parking area.

NBARS Director J. Lettic has obtained preliminary estimates from the two major paving companies in the area to prepare and surface 90% of the unsurfaced portion of the lot. The estimates may change due to concerns regarding the condition of the substrate in the area to be paved and the uncertainty of the exact location of the boundary between Canuck Properties and RDN/Nanoose Place property. Other factors such as how to deal with excess material generated by site preparation and a proper stormwater management plan may also affect the cost. Cost estimates received from Haylock Bros. Paving and Hub City Paving range from \$58,000 to \$65,000. NBARS will obtain estimates for replacing light standards, line painting and providing a stormwater management mechanism before submitting the CWF application. The NBARS Board also intends to solicit a contribution of \$10,000 from Canuck Properties to give the company an opportunity to fulfill part of their obligations as good corporate citizens. (*See attached cost estimate summary for details and estimate forms from paving contractors*).

As our elected representative for the Regional District of Nanaimo, Electoral Area 'E' (Nanoose Bay), your cooperation and assistance in completing the projects outlined above will help make it possible for NBARS to continue serving the community of Nanoose Bay as the epicentre of social, recreational, cultural and educational activity.

With kind regards,



James A. Lettic /on behalf of NBARS Board of Directors

cc: Tom Osborne, General Manager - Recreation & Parks  
Jeremy Holm, Manager of Current Planning - Strategic & Community Development  
Chris Midgley, Manager - Energy & Sustainability  
Eve Flynn, Manager - Nanoose Place

**Nanoose Bay Activities and Recreation Society  
Community Works Fund application – estimates of project costs**

	<b>CWF</b>	<b>Other</b>
<b>1) Heating system conversion to LNG and furnace replacement:</b>		
Fortis B.C. Supply line installation	\$10,000.00	
Satellite furnace replacement	\$25,000.00	
Main furnace conversion	\$500.00	
Duct replacement (insulated)	\$15,000.00	
RDN grants-in-aid		\$5,000.00
<b>2) Public Address/Sound system replacement:</b>		
Amplifier controls, sound board, speakers, wiring	\$20,000.00	
RDN Parks/Rec grants-in-aid		\$5,000.00
Nanaimo Ballroom Dancing contribution		\$2,000.00
<b>3) Parking lot paving and light standard replacement:</b>		
Asphalt surfacing	\$65,000.00	
Line painting	TBA	
Stormwater management	TBA	
Canuck Properties contribution		\$10,000.00
	<b>Total: \$135,500.00</b>	<b>\$22,000.00</b>
<b>Summary:</b>		
CWF funding <i>without</i> grants & contributions	<b>\$135,500.00</b>	
CWF funding <i>with</i> grants & contributions	<b>\$113,500.00</b>	



Division of Lafarge Canada Inc.

P.O. Box 40  
 Nanaimo, British Columbia  
 V9R 5K4  
 Telephone: (250) 754-2195  
 Fax: (250) 753-2421

<b>To:</b>	NANOOSE PLACE Community Center	<b>Contact:</b>	Jim Lettic
<b>Address:</b>	2925 Northwest Bay Rd Nanoose, BC	<b>Phone:</b>	Jim 250-468-7243
<b>Project Name:</b>	NANOOSE PLACE - GRADE & PAVE	<b>Fax:</b>	Cell 250-927-7244
<b>Project Number:</b>	HCP 306	<b>Estimate Number:</b>	16861818
<b>Project Location:</b>	2925 NORTHWEST BAY RD, NANOOSE BAY, BC	<b>Bid Date:</b>	11/19/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	BUDGET PRICING To Remove Existing Pit Run Gravel Base +/- 150mm Depth And Leave On Site. Add 100mm Of 25mm Crushed Road Base To A Depth Of 100mm To An Area +/- 1524 M2	1,524.00	m2	\$10.50	\$16,002.00
2	BUDGET PRICING To Supply And Place Asphalt Pavement To A Minimum Compacted Thickness Of 50mm To An Area +/- 1524 M2.	1,524.00	m2	\$27.85	\$42,443.40
<b>Total Bid Price:</b>					<b>\$58,445.40</b>

**Notes:**

\* This quotation includes all of the terms and conditions attached hereto, which terms and conditions shall form part of the agreement between the parties on acceptance of this quotation.

APPLICABLE TAXES NOT INCLUDED.

All layout grade and materials testing by others.

All subgrade work to design tolerances by others or as an extra.

Warranty and specifications not applicable on grades greater than 12% or less than 1%.

Payment shall be at the stated unit prices for the actual quantities of work performed upon completion.

All sawcutting and traffic control by others or as an extra.

All service structures, ie, Manholes, water valves etc., to finished asphalt grade by others.

If two lifts are required, prices do not include temporary asphalt ramping of services or joints.

Quoted prices include one mobilization only. Hours of work Monday to Friday 7:00 am. to 4:00 pm.

Hub City Paving accepts no responsibility for CRACK SEALING OF COLD JOINTS.


Prices to be negotiated if quantity is less than 85% of amount quoted.

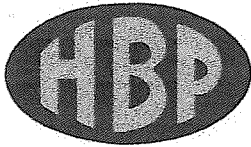
\*\*\*Hub City Paving reserves the right to revise our price for any work not completed within 30 days from original quote date.

Note: The above quantities are approximate and may vary as each contractor take off may vary. WINTER PAVING done between November 1<sup>st</sup>. and April 1<sup>st</sup>. could be subject to a 5% price increase.

**Payment Terms:**

- a) All invoiced amounts are due and payable within 30 days of the date of the invoice.
- b) Final Payment is due within 30 days of the earlier of (i) the last invoice date; or (ii) the last day of work by the Company.
- c) Finance Charges - 1.5% per month (19.56% per annum) chargeable for all payments received that do not comply with this provision.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p><b>CONFIRMED:</b>  <b>Hub City Paving</b></p>  <p>_____  <b>Bryan Nielsen</b>  <b>Estimator</b>  <b>Phone &amp; Fax Listed Above</b>  <b>bryan.nielsen@lafarge.com</b></p>
---	---



# HAYLOCK BROS. PAVING LTD.

1301 Alberni Highway, Parksville B.C. V9P 2B9 Telephone: (250) 248-8011 / 248-6313 / 390-9959  
Fax: (250) 248-5150 Email: haylock1@shaw.ca

## Quotation and Work Order

November 12, 2015

To: **Jim Lettic**

Phone: **1-250-468-7243**

Email: **databasicis@shaw.ca**

### Re: Nanoose Place, Nanoose

We are pleased to quote Budget Prices for the above noted project.

### Scope of Work

Prep base with 50 mm of 20 mm crushed spec gravel,			
	+/- 2,070 m <sup>2</sup>	\$ 4.25 / m <sup>2</sup>	\$ 8,797.50
Pave ONLY with 50 mm of Hot Mix, Paver Laid Asphalt,			
	+/- 2,070 m <sup>2</sup>	\$ 28.00 / m <sup>2</sup>	\$ 55,890.00

If there are any questions concerning this quote please call me at your convenience.

Note: **\*\*Due to current conditions with oil prices, prices are subject to change.**  
**Sub-base by others. Any tight blading to be billed hourly.**  
**Lap joints, Line Painting, Crack Sealing, Layout and Material Testing are not included.**  
**Upon completion of work an on site measure-up will determine actual billing area.**  
**Catch basins, manholes etc. are to be installed and adjusted by others if required.**  
**Locating underground utilities shall be the responsibility of the customer.**  
**This quote is based on one mobilization, traffic control is included.**  
**GST will be added to the bill.**

**Terms and Guarantee:** This quotation is valid for 14 days from quotation date. Awarded work is guaranteed subject to weather at time of paving. HBP cannot guarantee specified densities which are paved in cold/damp weather from about October (or earlier), until the following Spring warm weather returns. Uncompleted Fall work will be completed the following Spring (subject to price escalation or as noted.) **Work is guaranteed for one year from date of completion against faulty workmanship and/or materials supplied by HBP and as noted above. HBP will not be responsible for:**

- any open cracks that may develop along seams between existing and new pavement
- complete water drainage from paved surfaces sloping less than 1%
- damages or delays due to any act or omission due to strikes
- weather, or any causes beyond its control.

It is understood and agreed that this quotation shall become a binding contract upon written acceptance and shall constitute the entire binding contract between the parties hereto and that there are no other express or implied agreements. Additional work requested by the Customer shall be deemed "extras" and shall be charged therefore at our normal charge out rates. **The Customer guarantees payment of the above price immediately upon satisfactory completion or Progress Invoice.** It is understood and agreed that interest of 18% per annum shall be charged on the balance of the account unpaid. Any other terms of payment, credit approval, or interest payments must be established prior to commencement of work. Customers with **prior approved credit and terms agree** that 18% interest per annum will be added to invoices not paid within 30 days of invoice date. The Customer hereby authorizes HBP to: obtain such credit information & reports as may be required. Credit Application Forms are available on request.

Signed: Sean Novak Haylock Bros. Paving Ltd.  
**Sean Novak, Estimator**

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
**Customer or Representative**

## Councillors

Les Barkman  
Sandy Blue  
Kelly Chahal  
Brenda Falk



## CITY OF ABBOTSFORD Mayor, Henry Braun

## Councillors

Moe Gill  
Dave Loewen  
Patricia Ross  
Ross Siemens

February 2, 2016

File: 7550-01

The Honourable Suzanne Anton  
Minister of Justice and Attorney General  
PO Box 9044 Stn Prov Govt  
Victoria, BC, V8W 9E2

Dear Minister Anton:

### **Re: Downloading of DNA Analysis Costs**

The Province signed an "Agreement Respecting Biology Casework Analysis" in January 2015; however, the City of Abbotsford only recently learned that the Province has decided to limit its contribution to the historical \$1.36 million contribution, regardless of demand. Instead of the Province increasing its contribution, as is specifically contemplated in the agreement, the significant funding gap between \$1.36 million and the Province's 54% commitment of approximately \$4 Million will be downloaded to individual municipalities that require these services.

In 2015, the Abbotsford Police Department (APD) and the City were informed about this change in policy by the Organized Crime Agency of British Columbia (OCABC) regarding DNA Testing. A copy of staff report CM 001-2016 including background information is attached. The costs of delivering Police services continues to rise for most British Columbian municipalities, regardless if the municipalities employ the Royal Canadian Mounted Police or have opted for a Municipal Police force.

The Provincial and Federal Governments continue to struggle with the same costs pressures as municipalities, with the only exception that they can allocate costs to local government where municipalities have no option but to increase costs. The shift in this responsibility, and costs, continues to add to the continuum of downloading to municipalities from senior levels of government, of which the tax burden is passed on to the taxpayer.

The City of Abbotsford supports the position of the District of Kent (copy of its letter attached to the above referenced staff report) requesting that the Province consider its position on this matter, the detrimental effects to municipalities, and an affordable resolution to DNA Analysis program.

Yours truly,

A handwritten signature in black ink, appearing to read 'Henry Braun', written over a horizontal line.

Henry Braun  
Mayor

Attachment



- c. Premier Christy Clark
  - Honourable Michael de Jong, Minister of Finance, MLA, Abbotsford-West
  - Clayton Pecknold, Assistant Deputy Minister and Director of Police Services
  - Simon Gibson, MLA, Abbotsford-Mission
  - Darryl Plecas, MLA, Abbotsford South
  - UBCM Member Municipalities
  - Fraser Valley Regional District
  - Council Members
  - George Murray, City Manager



## COUNCIL REPORT

Report No. CM 001-2016

EXECUTIVE COMMITTEE

Date: January 18, 2016

File No: 0400-30-20

To: Mayor and Council  
From: George M. Murray, City Manager  
Subject: Downloading of DNA Analysis

---

### RECOMMENDATION

THAT the Mayor send a letter to the Honourable Suzanne Anton, Minister of Justice and Attorney General to share the City's concerns regarding the downloading of DNA analysis costs to municipalities.

### SUMMARY OF THE ISSUE

At its Regular meeting of Council on January 11, 2016, Council received a copy of correspondence dated December 2, 2015, from the District of Kent to the Honourable Suzanne Anton, Minister of Justice and Attorney General, which outlined their concerns regarding the introduction of a "user pay" model for the costs of DNA analysis services (**Attachment A**). In their letter, the District of Kent states the following:

*"This new charge to local governments follows the agreement between the Province of BC and the Government of Canada with regard to Biological Casework (DNA) analysis. Although DNA analysis services are not funded through the RCMP contract, and are now being billed to the municipalities, calculated by a user-pay formula municipalities with a population less than 5,000 are not billed or factored into the formula."*

Council referred this matter to staff for a report.

### BACKGROUND

The costs of delivering Police services continues to rise for most British Columbian municipalities, regardless if the municipalities employ the Royal Canadian Mounted Police or have opted for a Municipal Police force. The Provincial and Federal Governments continue to struggle with the same costs pressures as municipalities, with the only exception that they can allocate costs to local government where municipalities have no option but to increase costs.

The Province signed an "Agreement Respecting Biology Casework Analysis" in January 2015; however, we only recently learned that the Province has decided to limit its contribution to the historical \$1.36 million contribution, regardless of demand. Instead of the Province increasing its contribution, as is specifically contemplated in the agreement, the significant funding gap between \$1.36 million and the Province's 54% commitment of approximately \$4 Million will be downloaded to individual municipalities.

## DISCUSSION

In 2015, the Abbotsford Police Department (APD) and the City were informed about this change in policy by the Organized Crime Agency of British Columbia (OCABC) regarding DNA Testing. Currently, it is estimated that the increased costs to the City (through the APD budget) is \$86,000.

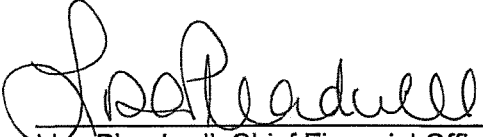
The District of Kent goes to great extent to reference the increased costs are detrimental to small/smaller municipalities. Regardless of the size of municipalities receiving these additional costs, this shift in policy will once again create yet another “downloading” of costs from one of the senior levels of government.

The Federation of Independent Business releases a report annually criticizing municipalities for passing tax increases which exceed the rate of “inflation and population growth”. Cities continue to have costs downloaded as well as are being asked to provide services beyond their original mandate (e.g. Homelessness) and as such are having a difficult time keeping their budget increases within inflationary and population increase.

Based on the foregoing, staff recommend that the Mayor write to the Honourable Suzanne Anton, Minister of Justice and Attorney General, and reinforce the District of Kent’s concerns regarding the continuing downloading of costs without additional grants and/or offsetting revenues.

## FINANCIAL PLAN IMPLICATION

Downloading of costs makes it difficult for municipalities to support their spending on services and programs provided to the residents. The redistribution of responsibilities without the ability to set program standards and control costs, places a lot burden on the municipality without the mechanism for the municipality to procure an alternative service provider. The financial implications related to a “user pay” model for DNA analysis has not been included in the 2016-2020 Financial Plan.



\_\_\_\_\_  
Lisa Pleadwell, Chief Financial Officer

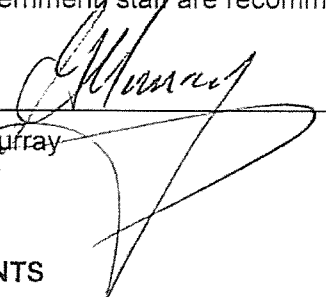
## IMPACTS ON COUNCIL POLICIES, STRATEGIC PLAN AND/OR COUNCIL DIRECTION

The increase in costs, or service requirements, downloaded from senior levels of government continues to put pressure on Council’s Strategic Cornerstone “Fiscal Discipline” without sacrificing one of the City’s other objectives.

## SUBSTANTIATION OF RECOMMENDATION

This report supports the District of Kent’s position that the downloading of the costs associated with DNA testing needs to be reconsidered by the Provincial Government. As municipalities are

fairly consistently experiencing the downloading of costs and/or additional services from senior levels of Government, staff are recommending support be provided for Kent's position.



---

George M. Murray  
City Manager

**ATTACHMENTS**

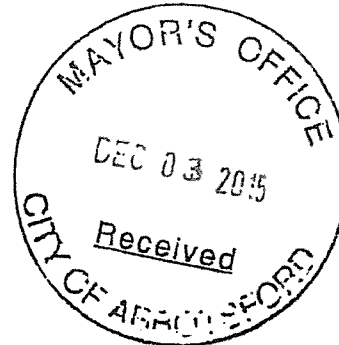
Attachment "A": Correspondence from the District of Kent to the Honourable Suzanne Anton regarding Downloading of DNA Analysis Costs.



7170 Ghearn Avenue  
P.O. Box 70  
Agassiz, British Columbia  
Canada V0M 1A0

Tel: (604) 796-2285  
Fax: (604) 796-9854  
Web: www.district.kent.bc.ca

December 2, 2015



File: 0400-20  
7400-01

The Honourable Suzanne Anton  
Minister of Justice and Attorney General  
PO Box 9044 Stn Prov Govt  
Victoria, BC V8W 9E2

Dear Minister Anton:

**Re: Downloading of DNA Analysis Costs**

We are in receipt of the letter dated October 31, 2015 from the *Organized Crime Agency of British Columbia (OCABC)* regarding Cost Recovery on DNA analysis services (attached as Appendix 'A'). Specifically, a new Agreement *Respecting Biology Casework Analysis 2014-2024 (BCAA)* has been endorsed by the Provincial Minister of Justice and Attorney General, and the Federal Minister of Public Safety and Emergency Preparedness, introducing a "user pay" model for the costs of DNA analysis services.

Our Council has now had the opportunity to review the letter from the OCABC, along with the DNA Analysis Fact Sheet, prepared by the Ministry of Justice and we have some serious concerns.

When signing the updated Municipal Police Unit Agreement in 2012, the District of Kent Council expressed our concerns regarding rising policing costs, hidden costs and financial uncertainty affecting the District's budget. As we predicted at that time, policing costs have risen substantially every year since, resulting in significant tax increases for our community. Every year we are presented with additional costs and new expenditures, of which we have little or no control. The downloading of the DNA analysis services is just the latest example of costs that have been shifted to our municipality.

Local governments in British Columbia (with a population over 5,000) have begun to receive invoices for DNA analysis services. This new charge to local governments follows the agreement between the Province of BC and the Government of Canada with regard to Biological Casework (DNA) analysis. Although DNA analysis services are not funded through the RCMP contract, and are now being billed to the municipalities, calculated by a user-pay formula,

municipalities with a population less than 5,000 are not billed or factored into the formula. Further, the October 31<sup>st</sup> letter from OCABC advises that our total invoice amounts include costs resulting from partnering in an Integrated Team where DNA costs have been identified. As a municipality with a population between 5,000 and 15,000, our integrated team costs are billed to the municipality at 70%. Therefore, although we are totally opposed to further downloading; at the very least, we would not expect to be billed for than our normal 70% share of all but accommodation costs.

With respect, we remind you, as we did in 2012, that our Council entered into the policing agreement in 2009 under protest with the Province incorporating 470 (federal) prisoners from the Kent/Mountain Institutions. We are a relatively small town and continuing increases to the Policing budget has an adversarial effect on our operating budget and tax rates.

We ask you, Honorable Minister Anton, to review our concerns and reconsider the funding of the DNA costs to determine a solution affordable to communities such as ours.

Sincerely yours,



John Van Laerhoven  
Mayor

Pc: Clayton Pecknold, Assistant Deputy Minister and Director of Police Services  
Premier Christy Clark  
Laurie Throneess, MLA  
UBCM Member Municipalities



ORGANIZED  
CRIME  
AGENCY  
of  
BRITISH COLUMBIA

# APPENDIX 'A'

Mailing Address:  
Mailstop #408/409  
14200 Green Timbers Way  
Surrey, B.C., V3T 6P3  
(778) 290-2040

October 31, 2015

**ORIGINAL**

**RECEIVED**

**-11- 12 2015**

**AGASSIZ RCMP**

District of Kent  
C/O – Cpl. Darren Rennie  
Kent Detachment  
6869 Lougheed Hwy  
Agassiz, BC  
V0M 1A0



Dear Cpl. Darren Rennie,

Re: Cost Recovery on DNA Analysis Services

A new *Agreement Respecting Biology Casework Analysis 2014-2024 (BCAA)* has been endorsed by the Provincial Minister of Justice, Attorney General and the Federal Minister of Public Safety and Emergency Preparedness. While the Province of British Columbia will continue to contribute the historical annual amount of \$1.366 million dollars and Public Safety Canada will pay 46% of ongoing costs; a "user pay" model has been introduced.

Police Services has created a cost sharing model calculated on the total cost for DNA analysis in British Columbia, minus the provincial contribution, distributed proportionally based on your agency's two year average usage compared to the usage of other law enforcement agencies in British Columbia.

The Organized Crime Agency of British Columbia's (OCABC) mandate has been expanded by the Minister of Justice. As a result, OCABC will now act in the capacity of Financial Administrator for the new Biology Casework Analysis Agreement (BCAA). OCABC is providing all users of the DNA Analysis Services, including the RCMP and Municipal Police Agencies, an invoice detailing the apportioned costs for the last quarter of the 2015/16 Federal Government Fiscal year. Full payment can be made to OCABC prior to <sup>\*</sup>February 28, 2016.

Moving forward OCABC will be providing all users of the DNA Analysis Services an annual invoice. This annual process will start on April 1, 2016. <sup>\*</sup>Payment will be due by June 30 of each year also starting in 2016.

.../2

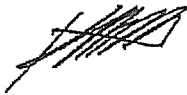
- CAO
- Civ. Eng.
- Building
- PEP
- Agenda Date \_\_\_\_\_
- Corp S.
- Dir. Fin.
- Bylaw
- RCMP
- In Camera Date Dec. 14/2015
- Dev S.
- Dep. Fin.
- GIS / HR
- FIRE
- Agenda Place "A"
- MAYOR
- Council
- Est. Rec.
- Other \_\_\_\_\_

In addition, please be advised that should your Department or Detachment be involved/partnered in an Integrated Team where DNA costs have been identified, these costs have been included in your total invoice amounts.

You will find three attachments: an OCABC invoice for your last quarterly use of DNA Analysis for the 2015/16 year, a BC Police Services DNA Fact Sheet, and a Billing Calculations explanation sheet.

Should you have any questions about your invoice or this new process, please contact Superintendent John Grywinski at 778-290-3003 for further information.

Yours truly,



Kevin Hackett, C/Supt.  
Chief Officer

*Attachments*



# Billing Calculation for Agencies

---

The first three years of the Biology Casework Analysis Agreement include an escalation period which uses fixed costs to gra to British Columbia from the historical payment amount of \$1.366 million to paying 54% of actual costs. The Federal Govern the costs for British Columbia's DNA analysis each year after the escalation period. The remaining 54% of the costs will be c the contribution and formulas outlined below.

## Escalation Period

### *2014/2015 (Year 1 Fixed Amount \$2.5M)*

The Province paid the bill for all Agencies for the first year of the escalation period.

### *2015/2016 (Year 2 Fixed Amount \$3.6M)*

The Province will pay its historical contribution of \$1.366 million plus (75%) three quarters of the bill (i.e. April to December) in the second year.

Agency's cost is =

Your Agency's two year average usage compared to the usage of other Law Enforcement Agencies in British Columbia.

X [(Fixed cost of \$3.6M) – (Historical Contribution)]

Province's cost is \$ x = (\$3.6M - 1.366M) x 75%

**2016/2017 (Year 3 Fixed Amount \$4.9M)**

The Province will pay its historical contribution (\$1.366 million). The rest of the cost to British Columbia will be invoiced to e their proportionate two year average usage compared to the two year average usage for British Columbia as a whole.

Agency's cost will be \$x = Your Agency's two year average usage compared to the usage of other Law Enforcement Agencies in British Columbia. X [(Fixed cost of \$4.9M) – (Historical Contribution of

**Integrated Teams**

Partner Agencies involved in an Integrated Team where DNA costs have been identified; these costs are included in your tot Splits are based on the respective MOU split formula and applied pro-rata to participating agencies.

**Integrated Detachments**

- Usage and cost split is based on Member Establishment for Integrated Detachments.
- RCMP Municipal Establishment is based on Annex Letters.
- RCMP Provincial Establishment is based on RCMP HRMIS system.



---

## DNA Analysis Fact Sheet

---

### Background:

- Biological Casework Analysis (DNA) for police agencies in British Columbia is provided by the RCMP Forensic Sciences and Identification Services (FS&IS) lab under the National Police Services (NPS).
- NPS is a federally funded program operated under the stewardship of the RCMP. It provides services (such as the FS&IS Lab, the Canadian Firearms Program, the Violent Crime Linkage Analysis System, the National Sex Offender Registry, etc.) directly to police agencies across Canada.
- In 2004, provinces and territories agreed to contribute to Biological Casework Analysis and entered into Contribution Agreements with Canada.
- Historically, the Province of BC has contributed \$1.366 million for the RCMP FS&IS lab to provide DNA analysis services to police agencies in BC.
- In 2013, the Federal Government advised that it would no longer continue to provide BCAA services at the historical flat rate contribution and would require reimbursement based on actual costs.
- The new *Agreement Respecting Biology Casework Analysis 2014-2024 (BCAA)* has been negotiated as a result.
- After negotiations between the Province and Public Safety Canada (PSC) regarding the provision of DNA analysis services to police agencies in British Columbia, the new agreement was endorsed by both the Provincial Minister of Justice and the Federal Minister of Public Safety and Emergency Preparedness. The PSC billing for fiscal years 2014/15, 2015/16 and 2016/17 are fixed amounts per the agreement. After the three-year escalation period, Canada will contribute 46% of the total costs.
- Under the new BCAA, after a three-year escalation period (which began in fiscal 2014/15), DNA analysis services will be charged based on a calculation that reflects two-year average actual usage. As per s. 15 (1) of the *Police Act*, in British Columbia, police agencies are responsible for bearing expenses necessary to maintain law and order, to adequately enforce criminal law, and to provide adequate equipment and supplies for the operations of and use by the police.
- DNA analysis is not a service provided under the Provincial (or Municipal) Police Service Agreement.
- In order to allow police agencies time to transition the Province is paying the full cost of the new BCAA from April 1, 2014 to December 31, 2015 of the escalation period.
- All police agencies will be responsible for their actual use of the service as of January 1, 2016.

### New Process:

Ministry of Justice

Policing and Security Branch

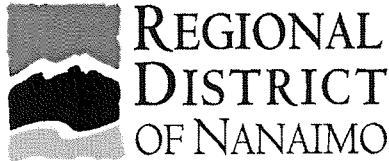
Mailing Address:  
PO Box 9285 Stn Prov Govt  
Victoria BC V8W 9J7

Telephone: 250 356-7926  
Facsimile: 250 356-7747  
Website: [www.gov.bc.ca/pssg](http://www.gov.bc.ca/pssg)

- The Organized Crime Agency of British Columbia (OCABC) will function as the administrator for the new BCAA.
- OCABC will invoice police agencies in October 2015 for their January 1, 2016 to March 31, 2016 BCAA services. Payment of this invoice will be due by February 29, 2016.
- Annually OCABC will invoice police agencies in April starting in 2016 for BCAA services for the period April 1 to March 31. Payment of this invoice will be due by June 30 of each year also starting in 2016 (i.e. approximately 60 days from invoice date).
- Starting in fiscal year 2017/18 when the charges from PSC are no longer fixed, OCABC will invoice police agencies based on an estimate. Any difference between this estimate and actual PSC invoice, which is received later in the year, will be adjusted in the following year's invoice to police agencies.

**Billing Calculation:**

- The method of calculation for determining the total cost for DNA analysis in Provinces and Territories each year is set out in the new BCAA.
- The Province of British Columbia will continue to contribute the historical amount of \$1.366 million.
- The amount of the total cost for DNA analysis in the province that remains after the Province has paid its contribution of \$1.366 million will be distributed proportionally among police agencies based on each agency's two year average usage compared to the total usage of all law enforcement agencies in British Columbia.



RDN REPORT		
CAO APPROVAL		✓
EAP		
COW	✓	
JAN 29 2016		
RHD		
BOARD		

**STAFF REPORT**

**TO:** Paul Thompson  
 Manager, Long Range Planning

**DATE:** January 19, 2016

**FROM:** Courtney Simpson  
 Senior Planner

**MEETING:** COW - February 9, 2016

**FILE:** 1835 03 VIHA

**SUBJECT:** Update on Use of Island Health Homelessness Funding

**RECOMMENDATIONS**

1. That this report be received for information.
2. That staff be directed to forward the update on Use of Homelessness Funding to Island Health with a letter thanking them for providing funding.

**PURPOSE**

To provide an update on the use of the portion of Island Health (VIHA) funding held as a "Reserve Fund" and distributed by the Regional District of Nanaimo (RDN) in 2014 to five service organizations.

**BACKGROUND**

Between 2010 and 2012, the RDN received three grants totaling \$570,000 "to support capacity building to end homelessness" in the region (see Attachment 1). Of this, \$382,000 was distributed based on school district population in School District 68 and School District 69. This resulted in providing \$262,000 to the City of Nanaimo on behalf of the Nanaimo Working Group on Homelessness (NWGH) for use in School District 68 (SD68) and \$120,000 to the City of Parksville on behalf of the Oceanside Task Force on Homelessness (OTFH) for use in School District 69 (SD69). Previous staff reports have summarized how this funding was spent (see Attachment 3).

The focus of this staff report is on the remaining \$188,000 that was held in a reserve fund intended to provide the RDN Board with the ability to support future worthwhile projects and/or, provide additional funds as requested by the two established programs to address homelessness in SD68 and SD69. As of November 2014, the RDN Board had allocated all of the money in the reserve fund to various programs and projects to address homelessness based on application by the organizations. Attachment 2 provides a summary of how the reserve funds were distributed.

It has been a year since the funds held in reserve were fully disbursed, and agencies receiving the funding have reported back on how the funds were used. A summary is provided detailing how the five recipient organizations used the funds. Final reports on the RDN funded initiatives for four of the five

organizations are also provided (see Attachments 4 to 7). The fifth organization, Society of Organized Services (SOS), was not able to provide a formal written report due to unforeseen circumstances, and provided information how their funds were spent through a combination of emails and telephone conversations with staff.

## **ALTERNATIVES**

1. To receive this report for information and send this information to Island Health with a letter thanking them for providing funding.
2. To receive this report for information only.
3. That the Board provide alternate direction.

## **FINANCIAL IMPLICATIONS**

There are no financial implications for the RDN. This report provides an update on how the funding received by five organizations was spent. While there is no specific reporting requirements attached to the RDN receiving the money from VIHA, this report is intended to show the expenditures made to date and provide an account of how the funding provided by VIHA was used.

## **STRATEGIC PLAN IMPLICATIONS**

Reporting on how funding received from VIHA has been used addresses the objective *"To be transparent about how we undertake projects and the results that are achieved"* identified in the RDN Board Strategic Plan 2013-2015. This report also provides an opportunity to give VIHA an update on how the money received has been used and supports further discussion about future collaboration and funding opportunities.

Under the action area of Strategic and Community Development, the distribution of the funding received from VIHA contributes to Action 3(d) of the Strategic Plan that directs the RDN to work with other organizations to establish partnerships and build capacity to address homelessness in the region. Several organizations working to address homelessness in SD68 and SD69 have now benefited from the funding received.

## **SUMMARY/CONCLUSIONS**

Island Health provided \$570,000 to the RDN to fund capacity building initiatives in the region to address issues facing the homeless in 2010, 2011 and 2012. The RDN has now distributed all of this funding to organizations and programs working to address homelessness. The majority of the funding was provided to the Nanaimo Working Group on Homelessness and the Oceanside Task Force on Homelessness as these organizations are directly involved in addressing homelessness. These organizations then re-distributed this funding to other community organizations with projects or programs that assist the homeless. The result is that a total of \$382,000 (67% of the funding) was distributed between 2011-2012 to several organizations who are actively helping those struggling with homelessness through a variety of programs and projects.

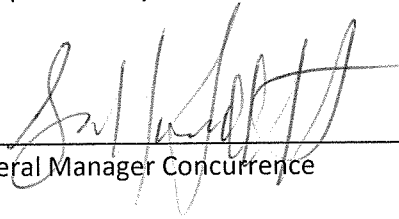
In 2014, the remaining \$188,000 (33% of the funding) placed in the Reserve Fund was allocated by the RDN Board. Aside from a small balance of \$1,000 remaining of the grant for the Oceanside Task Force on Homelessness, the funds have all been spent by the following organizations receiving grants:

- John Howard Society;
- Society of Organized Services;
- People for a Healthy Community;
- First Unitarian Fellowship of Nanaimo;
- Manna Homeless Society.

The funds were used for a variety of services to assist the homeless from providing supplies needed to keep people warm and healthy while homeless, to housing approximately 36 individuals and families.



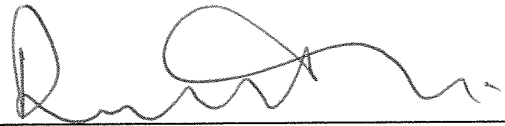
Report Writer



General Manager Concurrence



Manager Concurrence



C.A.O. Concurrence

**Attachment 1**  
**Summary of Funding received from VIHA to Build Capacity to End Homelessness**

<b>Amount of VIHA Grants Given to RDN</b>	<b>Grant 1 (2010) \$100,000</b>	<b>Grants 2 &amp; 3 (2011 &amp; 2012) \$470,000</b>	<b>Total Grants \$570,000</b>
<b>SD68</b> Amount redistributed by RDN for use in District 68 for use by the Nanaimo Working Group on Homelessness	\$66,000	\$196,000	<b>\$262,000</b>
<b>SD69</b> Amount redistributed by RDN for use in District 69 by the Oceanside Task Force on Homelessness	\$34,000	\$86,000	<b>\$120,000</b>
<b>Reserve Fund</b> Amount allocated to a Homeless Reserve Fund for the RDN Board to use/redistribute at its discretion	N/A	\$188,000	<b>\$188,000</b>



**Attachment 2  
 RDN Board Allocation of \$188,000 Reserve Fund**

<b>Organization</b>	<b>Amount</b>
<b>John Howard Society</b> Funding for Rental Support Program	\$45,000
<b>Society of Organized Services (for Oceanside Task Force on Homelessness)</b> Funding for Homelessness Coordinator	\$58,000
<b>People for a Healthy Community, Gabriola</b> Funding for program to help those at risk of homelessness find and maintain housing	\$18,000
<b>People for a Healthy Community, Gabriola</b> Funding to conduct a homelessness survey	\$5,000
<b>First Unitarian Fellowship of Nanaimo</b> Funding to operate a Cold-wet Weather Shelter and Housing Placement Program	\$39,680
<b>Manna Homeless Society</b> Funding to cover expenses for food and emergency supplies provided to the homeless of the Oceanside community	\$22,320
<b>Total RDN Reserve Fund Distributed</b>	<b>\$188,000</b>

**Attachment 3**  
**Summary of Use of \$188,000 Reserve Funds by Organizations Receiving the Funding**

Organization	Amount																		
<p><b>John Howard Society</b>                      The Rental Support Program provides a rent subsidy for individuals experiencing homelessness or who are at risk of homelessness. Support to tenants is a critical part of the program – it goes beyond simply providing the subsidy.</p> <p>Between April 1, 2014 and March 31, 2015, housing subsidy and outreach support services were provided for a total of 12 clients.</p> <p>RDN funds were used as follows:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>Expenses</td> <td></td> </tr> <tr> <td>Wages, employments costs and benefits</td> <td align="right">\$11,241</td> </tr> <tr> <td>Rent</td> <td align="right">21,309</td> </tr> <tr> <td>Administrative support</td> <td align="right">4,500</td> </tr> <tr> <td>Repairs and maintenance</td> <td align="right">1,046</td> </tr> <tr> <td>Telephones</td> <td align="right">490</td> </tr> <tr> <td>Utilities</td> <td align="right">5,995</td> </tr> <tr> <td>Vehicle/mileage</td> <td align="right">420</td> </tr> <tr> <td></td> <td align="right"><b>\$45,001</b></td> </tr> </table>	Expenses		Wages, employments costs and benefits	\$11,241	Rent	21,309	Administrative support	4,500	Repairs and maintenance	1,046	Telephones	490	Utilities	5,995	Vehicle/mileage	420		<b>\$45,001</b>	<p>\$45,000</p>
Expenses																			
Wages, employments costs and benefits	\$11,241																		
Rent	21,309																		
Administrative support	4,500																		
Repairs and maintenance	1,046																		
Telephones	490																		
Utilities	5,995																		
Vehicle/mileage	420																		
	<b>\$45,001</b>																		
<p><b>Society of Organized Services (for Oceanside Task Force on Homelessness)</b></p> <ul style="list-style-type: none"> <li>• The funds have been almost fully spent with \$1,000 remaining.                             <ul style="list-style-type: none"> <li>○ The SOS has additional funding for the Homelessness Coordinator from BC Housing, so this RDN funding was stretched over a longer period of time.</li> </ul> </li> <li>• Significant achievements of the Oceanside Task Force on Homelessness over the past two years, made possible in large part by the Homelessness Coordinator include:                             <ul style="list-style-type: none"> <li>○ Housed 15 people as direct result of Task Force</li> <li>○ Established Oceanside Homelessness Outreach Support Team (HOST)</li> <li>○ Held Project Connect Health Fair</li> <li>○ SOS was chosen by BC Housing to host the Homelessness Prevention Program in part because of the direction and success of the Task Force.</li> <li>○ Supported Island Crisis Care Society to bring the Coldest Night of the Year walk to Oceanside: raised \$25,000 and had 160 walkers participate</li> </ul> </li> </ul>	<p>\$58,000</p>																		

<p><b>People for a Healthy Community, Gabriola</b>          Funds were matched by PHC and other donors</p> <ul style="list-style-type: none"> <li>• Six families housed</li> <li>• Three single men accepted into Uplands Walk in Nanaimo           <ul style="list-style-type: none"> <li>○ Damage deposit, moving, purchase of new items, assistance with transition (six staff visits)</li> <li>○ Underestimated the amount of support the transition to the urban environment would need and in the end only two of the three remain at Uplands.</li> </ul> </li> <li>• One family provided with a month of temporary housing</li> <li>• Two families provided emergency funds for unforeseen electricity expenses</li> <li>• PHC staff attended Nanaimo Committee on Housing and Islands Trust meeting on housing</li> </ul>	<p>\$18,000</p>
<p><b>People for a Healthy Community, Gabriola</b>          Funds were matched by PHC</p> <ul style="list-style-type: none"> <li>• 2014 Housing Survey</li> </ul>	<p>\$5,000</p>
<p><b>First Unitarian Fellowship of Nanaimo</b>          Funds contributed to the operating budget of the Extreme Weather Shelter, which includes supportive housing assistance for the chronically hard to house from among the Shelter guests.</p> <ul style="list-style-type: none"> <li>• The Extreme Weather Shelter is a low-barrier shelter and operates from 7 pm to 7 am during the coldest months of the year.</li> <li>• To date the supportive housing assistance program has housed 20 individuals.</li> </ul>	<p>\$39,680</p>
<p><b>Manna Homeless Society</b>          Funds were used to purchase supplies distributed directly to the homeless:</p> <ul style="list-style-type: none"> <li>• 105 tents</li> <li>• 145 tarps</li> <li>• 240 sleeping bags</li> <li>• 30 blankets</li> <li>• 4090 bags of groceries</li> <li>• 4205 individually prepared and customized survival packs for people in desperate situations</li> </ul>	<p>\$22,320</p>
<p><b>Total RDN Reserve Fund Distributed</b></p>	<p><b>\$188,000</b></p>

Attachment 4  
John Howard Society

# JohnHoward

Nanaimo Region John Howard Society

Rental Support Program Funding

## **Final Report**

**Submitted To: Courtney Simpson, Planner, Regional District of Nanaimo**

**December 2015**

*“I had graduated with a degree in mathematics and was an accomplished systems engineer before my alcoholism led to a diagnosis of Korsakoff’s syndrome. After this diagnosis my life took a turn for the worse. I was unable to keep up with my daily routines and affairs, most notably being stable employment. As my life spiraled out of control, I found myself homeless and more often than not drunk and in one shelter. In November 2012 I began working with the Nanaimo Region John Howard Society and their Rental Support Program. In the past 3 years I have remained housed, sober and have found part time work as well as securing a seniors subsidy through BC Housing. Without the help of the John Howard Society and all the other agencies they have worked in conjunction with, I feel I could never have overcome these barriers on my own. Certainly wanting to better my personal situation was a factor, but the key to my success was having safe subsidized housing with supports from which to build a new start from. For this I am eternally grateful”*

**– Client Testimonial**

## Introduction

At the time of funding, the estimate of homeless individuals in Nanaimo was in excess of 300. In addition, very little accommodation was available for low-income individuals in Nanaimo.

In order to address this need, the Nanaimo Working Group on Homelessness decided to develop the Rental Support Program with a rent subsidy for up to six rental units for individuals experiencing homelessness or who are at risk of homelessness.

This subsidy covered the difference between market cost of the unit and the amount available to the tenant – typically expected to be the shelter allowance provided by the Ministry of Social Development (\$375 monthly).

Program Goals and Deliverables included:

1. Providing a tenant support staff (1 day per week) to assist tenants in maintaining housing
2. Start up funds to tenants to help them acquire basic household goods (e.g. Pots, pans, towels, etc.)
3. Supporting the tenants to transition into non subsidized units
4. Developing a good working relationship with private landlords

## Deployment of RDN Funds

The Nanaimo Region John Howard Society Rental Support program successfully filled seven client beds in 2014.

At the time of completion of the program, we were housing five males and two females. These clients continued to use the resources supplied by NRJHS under the directive of the steering group Nanaimo Working Group on Homelessness.

Nanaimo was, and continues to, experience a critical shortage of affordable housing. Between April 1st 2014 – March 31st 2015 we provided housing, subsidy and outreach support services for a total of 12 clients. Of those 12 clients,

- 10 are still housed successfully while 1 has moved on to market value rental in the community and 1 is unknown.
- 3 clients were successful in exiting the program and fulfilling the programs Goals: Continued Self reliance and successful transfer of rental agreement into client's name.
- 3 long-term clients continue to have sheltered living more than 2 years after this program, and have regained the skills and ability to maintain a higher level of self-care and purpose.
- 4 of the 11 have been in the program since prior to 2014.
- Of 11 clients, 10 remained housed by the end of March 31st 2015 (fiscal yearend).
- 91.5% of our clients in maintaining housing for over a year and expect that those individuals will continue to be successfully housed throughout the next year.

As this program targets the chronic and episodic homeless, each case plan was developed on a case-by-case and longer term basis to transition individuals into financial stability and independent housing leases. Staff developed and facilitated wrap around services for each client.

## **How RDN Funding helped the homelessness community**

Many of us are affected by homelessness through family, friends, acquaintances, or through our professional experiences. It is imperative that as a community we care about homelessness and be collectively part of the solution.

The Rental Support Program assisted the chronically and episodically homeless population in the Nanaimo area. Specifically this meant those with a history of the criminal justice system or a history of hospitalizations. These were the people provided with a permanent supportive housing solution.

Our program focused on providing individualized wrap around support services such as, employment, community outreach, life skills, drug and alcohol counseling or subsequent recovery and harm reduction case management strategies. Our client-focused program is designed to provide a continuum of care that supports individuals at different life stages.

## **How RDN funding benefitted the community**

This funding allowed the NRJHS to provide services that promote responsible and accountable behaviors that are conducive to reduced crime, reduced strain on community resources such as hospitals and other emergency care services and ultimately leads to a safer community.

Through this funding, programming was developed and dedicated support staff hired so that we were able to work toward a *“a safe and inclusive community where every citizen takes responsibility for a humane, civil, and just society.”*

Contributing to the reduction of homelessness just makes sense – by supporting individuals we are supporting community.



## Use of RDN Funds Reconciled Financial Statement:

In general, \$45,000 was used for staff wages, monthly rental subsidies for clients, rental/housing procurement, insurance costs of rental units, utilities and start up costs such as furniture and move-in support, hygiene and household cleaning and supply costs, and basic staples.

### Rental Support Program

April 1, 2014 to March 31, 2015

#### Revenue:

Regional District of Nanaimo	45,000	
<b>Total Revenue:</b>		<u><b>\$45,000</b></u>

#### Expenses:

Wages, MERC's, Benefits	11,241	
Rent	21,309	
Administrative support	4,500	
Repairs and Maintenance	1,046	
Telephones	490	
Utilities	5,995	
Vehicle/mileage	420	
<b>Total Expenses:</b>		<u><b>\$45,000</b></u>
<b>Net Income:</b>		<u><u><b>\$0</b></u></u>

Attachment 5  
People for a Healthy Community



## **People for a Healthy Community**

PO Box 325, 675 North Road, Gabriola Island, BC. VOR1X0  
T: 250.247.7311 E: info@phcgabriola.org

### **Report to the Regional District of Nanaimo**

**2014-2015**

**Supporting Landlords and Tenants – Making Matches that Work**

**And**

**Understanding Homelessness on Gabriola Island**

**December, 2015**

## BACKGROUND

Gabriola Island has a population of approximately 4,200 which doubles in the summertime. There is no supportive/affordable housing on Gabriola. Gabriola Island is part of the BC Islands Trust, and local Official Plan and zoning issues make the building of multi-unit buildings extremely difficult. And yet our rural and remote island nature often attracts those who seek isolation, or those who have difficulty managing urban living and are at risk due to either a disability or poverty.

In 2014 the Regional District of Nanaimo provided two grants to People for a Healthy Community (PHC). PHC is the only non-profit poverty related social service agency and community resource centre. We have been operating on Gabriola since 1996.

**The first grant** was for \$18,000, and was focused on preventing homelessness and building a better landlord tenant relationship. These funds were matched by PHC and other donors.

The specific objectives of our *Supporting Landlords and Tenants -Making Matches that Work Program* were:

- Assistance with housing retention services to keep people out of homelessness, and help those at imminent risk of homelessness to remain housed including emergency funds and rental assistance
- Directly address issues of homelessness prevention on Gabriola by providing essential life skills to program participants
- Education for both Tenants and Landlords about their roles and responsibilities in tenancy
- Foster improved relationships between landlords and tenants – by providing tenancy services that include mediation and supportive follow-ups
- Advocating on behalf of the near homeless and creating social change
- Contribute to community awareness about how to prevent homelessness and the challenges facing people

In addition to finding homes for 6 families, and 3 single gentlemen were accepted into Uplands Way. Additionally, one family was provided with a month of temporary housing, and two other families were provided emergency funds for unforeseen electricity expenses. In the relocation to Uplands cases, RDN funds covered, damage deposits, moving costs, purchase of new items, assistance with transition 6 pre and post move staff visits. These visits included things like ensuring garbage and recycling was understood, trips on the bus to local the Nanaimo Food Bank, and local shopping. We underestimated the amount of support the transition to the urban environment would be, and in the end only 2 of the 3 remain at Uplands.

One of the major causes of depression is social isolation, many seniors on Gabriola live alone. As a result of this program a single PHC male donor has created a small suite, which he is renting a below market value to another senior male. While the two units are physically separate, both gentlemen are pleased with the opportunity to run into someone during the course of a day.

During the year housing and the state of homelessness was discussed at community village visioning sessions, and at a two PHC sponsored public presentations as part of our 20<sup>th</sup> anniversary speakers' series. All of these events, and publicity have contributed to a growing awareness of the needs of the near homeless.

RDN funds were also used for staff to attend the Nanaimo Committee on Housing, and Island Trust meeting dealing with housing. These meeting are important networking and information exchange helping to improve the need and the ability of communities to respond.

**The second grant** of \$5,000 was for a homelessness survey: *Understanding Homelessness on Gabriola Island*. These funds were matched by PHC. The previous survey was done in 2010 and it was necessary to update data so as to inform PHC program development and to provide the data to the Islands Trust and to the Gabriola Housing Society.

The original plan was to undertake the survey at the same time as the City of Nanaimo, and thereby reducing costs and increasing credibility of data by using similar forms, and reporting metrics. However, the City of Nanaimo, for reasons arising during the year decided not to undertake a survey in 2014. PHC did undertake a survey, and a full report of the data can be found in Appendix A and B.

The survey was an opportunity to build awareness within the community of the housing challenges facing the vulnerable population on Gabriola. Three Food Bank participants were trained to carry out the survey, and received a small honorarium. The results of the survey has enabled us to better understand the nature of homelessness on Gabriola. Housing is currently on the Islands Trust local committee work program and on the Islands Trust Council priority list. In addition the Gabriola Housing Society has been re-invigorated by these developments. The survey and results have been shared with both these organizations. Having current data available has been timely and invaluable.

## SUMMARY AND RECOMMENDATIONS

The data from the survey demonstrates that our at-risk population is aging, and their health and housing concerns will only increase as time goes on. They are no longer in the workforce and have very limited incomes, incomes which do not provide for the basics such as housing, food, and utilities. Extensive social policies and structural factors are generating housing instability and homelessness in Canada, which has serious implications for health. People who don't have a healthy place to live – regardless of whether they're vulnerably housed or homeless – are at high risk of serious physical and mental health problems and major problems accessing health care. Many end up hospitalized or in the emergency department. According to research done in 2010 by Reach3, 40 % of people who don't have a healthy place to live have been assaulted at least once in the past year, and one in three have trouble getting enough to eat. This report also found that the difference in health outcomes is not between people who are homeless and people who aren't homeless. It's between those who have consistent access to healthy safe housing, and those who don't.

The following is recommended for RND consideration:

1. **Continue providing emergency funds** to prevent homelessness is critical. Some of this money can be repaid much of it cannot be. However, with it crisis situations can be avoided. The amounts of money are quite small when compared to the expense once a person is on the street.
2. **Provide transition support** Many people in poverty and suffering from an illness have a great deal of difficulty performing the simple tasks of daily living. A "Home First" approach is only a first step. Successful landlord tenant relationship and transition to having adequate housing has to be supported by staff time. PHC's experience was that we underestimated the amount of time and support people needed. The RDN may want to consider funding this kind of support along with any housing first funding.
3. **Establish community service partnership** In terms of household items, those who have been living in several locations had no or very few household items. PHC had a volunteer to "hunted" for lists of items using the Gabriola Facebook page, and those that were not donated by community members were then "purchased" at very low cost from the recycle depot. An array of cleaning supplies were given to each family (purchased at the dollar store). It is unrealistic to expect tenants to clean when they don't own a broom or a bottle of dish soap. The RDN may encourage not-for-profit or service groups to fill this important role for those in other areas of the Region.
4. **Support organizational capacity** The City of Nanaimo's committee on homelessness has been in existence for several years. It encourages collaboration between groups, and

acts as a clearing house and peer support for managers of housing organizations. Support for this committee along with the staff development of housing organizations is an important district function.

## **PHC MAIN ACTIVITIES AND MANDATE**

PHC is the only non-profit poverty related social service agency and community resource centre. We have been operating on Gabriola since 1996. Gabriola is a rural island. Although beautiful, it is isolated and lacks services found in most urban areas. There is no supportive housing on the island. Our vision is that the contribution and input from all Gabriola residents is necessary to fulfill our aim of an inclusive and strong community that is responsive, caring and sustainable. By building local capacity and connections we strengthen the social networks that make Gabriola a safe and healthy place to live. We support the health and well-being of all members of our community by offering a range of essential, participant-centred services, including a food bank and soup socials; support programs for those with multiple barriers; community and education gardens for seniors, children, and clients of our services; mentoring, advocacy and outreach programs including; homeless & housing initiatives; and a Circle of Care Program providing volunteer and professional resources including assistance with taxes, financial management, stress relief, and more.

Our mission is to use an integrated approach to help Gabriolans find the support and services that contribute to their health and well-being and to address social and economic issues in our community. Our mandate is to assist and serve those in need through a proactive, holistic approach, and to involve those we serve in the development and delivery of services. We work within a social justice context and preventative model, working alongside marginalized people to prevent crisis, hardship and trauma by providing support and essential life skills training.

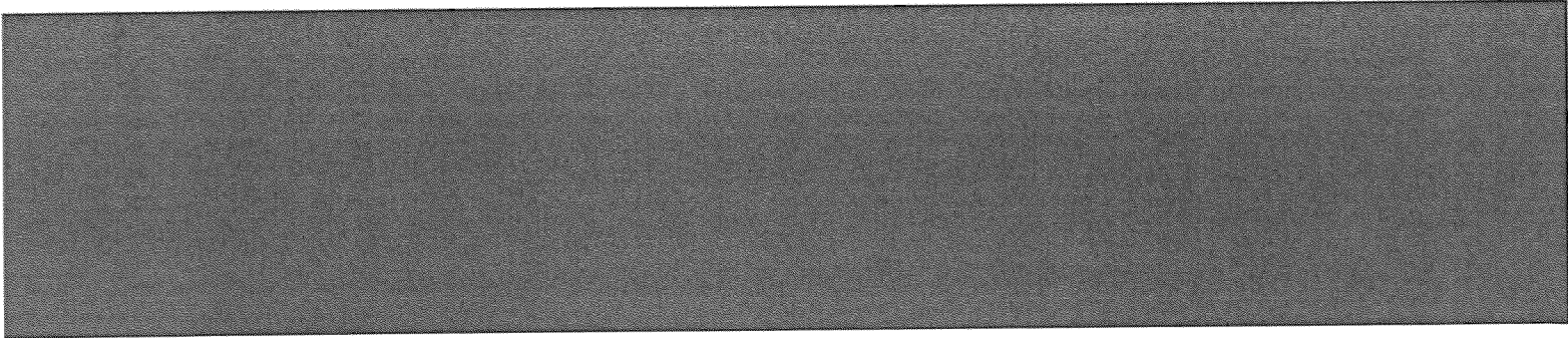
*Our Supporting Landlords and Tenants -Making Matches that Work Program* is integrated with other PHC programs (Circle of Care, Food Bank, gardens, assistance with life skills such as housekeeping, cooking, financial literacy, and job skills, mental health and addiction counselling) and operates in collaboration with island health and community care organizations.

As the sole social service agency on Gabriola, PHC has relationships with many on Gabriola who are under housed, require assistance with housing or who have experienced difficulties in establishing long-term, secure housing. We have been directly engaged at the frontline of efforts to eliminate homelessness on Gabriola including: involvement with the Housing Task Force; direct consultation on the Official Community Plan and other related land-use issues with the Islands Trust and other levels of governance; we have mediated conflicts between our participants and landlords in the past.

Appendix A

# People for a Healthy Community

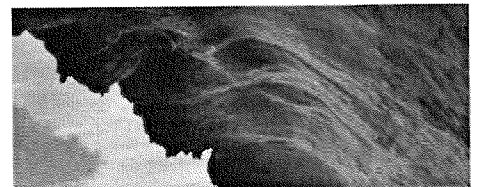
## Housing Survey 2014



Overview



In Partnership with the Regional District of Nanaimo



Affordable housing is an issue throughout Canada. The working poor, disenfranchised, disabled, and elderly, have difficulty acquiring and keeping affordable housing. Gabriola is no exception. Whether it is people working for minimum wage in retail and service jobs on the island, or people who have lived and worked here for decades and are now living on a fixed income, or people who find their sanctuary on Gabriola, many have difficulty finding appropriate affordable housing.

In 2010 The Gabriola Guardian Project was initiated based upon the findings in the Gabriola Island Affordable Housing Needs Assessment (2009) authored by Fay Weller (Weller Consulting) and Linnet Kartar. Among the recommendations put forward in the Needs Assessment was a study on the scope and nature of homelessness on Gabriola Island be conducted. People for a Healthy Community (PHC), Gabriola, became involved in the process of conducting a study (2010) of homelessness with funding from the Canada Summer Student program.

A nation-wide study by the Mental Health Commission of Canada is prompting a fresh look at how homelessness affects Gabriola. In partnership with the RDN an updated homeless study was conducted on Gabriola Island in November 2015. It was a small study designed to complement work already done by People for a Healthy Community (PHC) in 2010. The 2010 survey- with 68 respondents- and the 2014 survey- with 50 respondents- were both targeted to those who are homeless or at risk of homelessness in our community. Both surveys were directed at the participants of PHC.

This survey contributes to a long list of accomplishments by the community starting in 2007.

### Progress to Date

June 2007	Several Gabriolans attended an Affordable Housing Conference on Hornby Island in April 2007. Information from that conference was presented at the Gabriola Housing Solutions Forum in June of 2007
May 2009	The inaugural meeting of Gabriola Sustainability held at the Haven, identified key issue or topic areas for Gabriolans to address.
November 2009	The Gabriola Island Affordable Housing Needs Assessment was developed and priorities were identified. A community meeting was held to discuss potential solutions and to form a Housing Task Force.
Jan 2010	Islands Trust Community Housing Tool Kit was published, summarizing regulatory tools available to Local Trust Areas that can encourage the creation of more affordable housing.
Summer 2010	PHC Homelessness Research Study
Dec 2010 - Jan 2011	Official Community Plan Update: New definition for "affordable housing"; multi-unit housing allowed for affordable housing projects within 2 km radius of the village core; and development of a density bank to receive unused densities and then to transfer these densities to affordable housing projects.
January 2010	PHC carried out an ongoing consultation program discuss housing needs.
Sept 2012	The Affordable Housing Strategy with goals and objectives was completed.



## METHODOLOGY AND ETHICAL CONSIDERATIONS

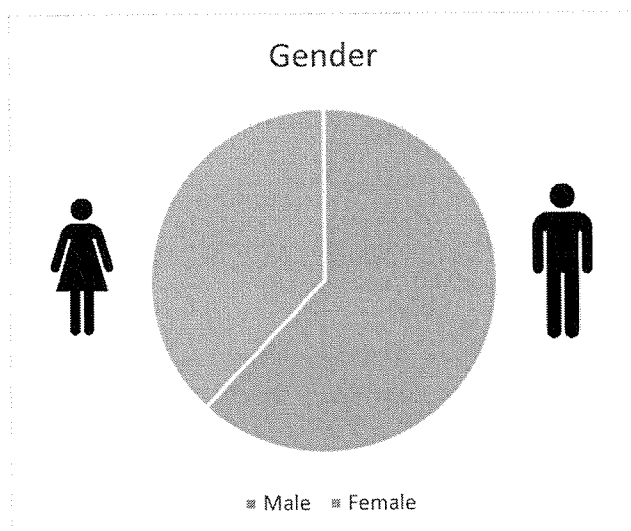
This survey was conducted over a two week period in November 2014. The survey was completed at the end of October then trialed by administering the survey to two individuals, it was found to be too long and subsequently shortened. A copy of the original survey and the shortened version can be found in appendix A.

A group of four interviewers were recruited by the executive director, from the PHC program participant population. They were given one day of training to administer the survey, this training was based on the original version of the survey. Following the feedback from the interviewers and a client test the survey was revised.

The interviewers held one- on- one meetings with PHC participants who volunteered to complete the survey. All participants were informed that they may refuse the survey, skip questions or stop at any time during the survey. The participants who choose to complete the survey were given the option of completing it on their own or with the assistance of a volunteer who would record their answers. Interviewers were given a small honorarium, participants in the survey were given a token gift for participating.

## DEMOGRAPHIC INFORMATION

Total responses to the survey- 50  
24% stated they were homeless or unstably housed.



The demographic results of the 2014 survey closely mirrors the results of the 2010 survey. In the 2010 Survey 51 % of those who responded to the survey were between the ages of 41-60. The 2014 survey has 48% in the same age range. The big difference in the surveys is a drastic increase in those over the age of 60. In 2010 the over 60 group was 7% of respondents while in 2014 it was 34%.

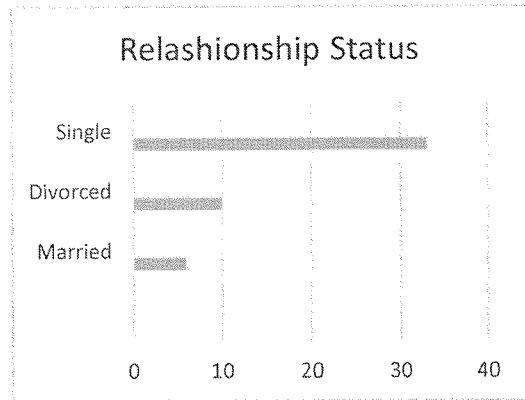
The majority of those who responded to the 2014 survey were single males. Homelessness can affect anyone but according to a report by the Canadian Alliance to end homelessness (2013) single adult males account for 47.5% of those who are homeless across Canada. Since adult males form such a large percentage of our inadequately housed community efforts specifically targeting them would be warranted.

national homeless data- relationship status  
25

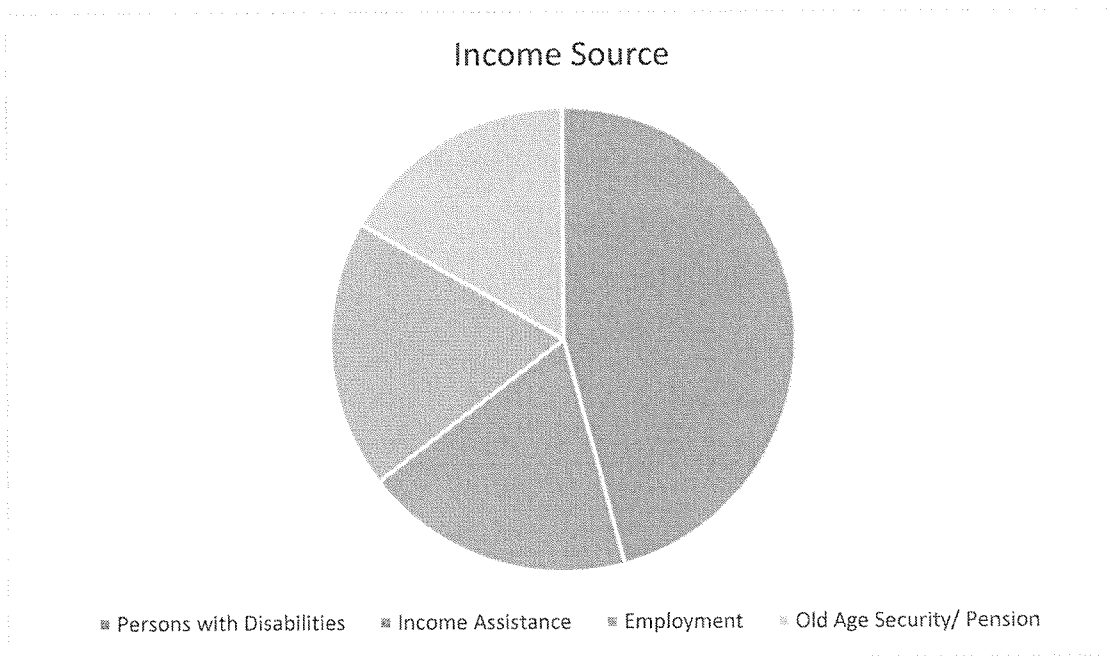
7 of the respondents stated they had children living with them for a total of 16 children between the ages of 7 months and 17.

The majority of those responding to the survey have lived on Gabriola long term, 42% stated they had lived on Gabriola for over 15 years, 18 % had lived here for 6-10 years and 20% for 1-5 years.

8% had been in foster care at some point in their life.



18% of survey respondents stated they are employed, some are part time or seasonal. Over half of the participants of this survey report having difficulty paying for housing.



In the 2010 Survey 35% of participants stated they made under \$10,000 a year. While in the 2014 survey 44% reported receiving Persons with Disability (PWD) from the government- which makes their income \$906/month; \$10,872/ year.

Being on disability is extremely limiting, not only do you have a health condition to struggle with but your income is often extremely low, poverty and disability are mutually reinforcing ensuring people cannot recover from either.

Since 2001, the PWD rate has increased by only \$120 per month, while the cost of basic essentials such as food, clothing, transportation, health, personal care and shelter have

increased by 17.2%. During this period, the cost of food alone increased by nearly 25%. This increase in the cost of living, without a similar increase to the PWD rate, means there is an ever-increasing gap between the cost of basic living expenses and what PWD recipients can afford. Those receiving disability payments cannot access grants for housing subsidies such as SAFER and RAP from BC Housing to offset the high cost of housing.

## HOUSING DATA

The cost of rental housing can be difficult for many to maintain, especially those struggling with a low or fixed income. 4 respondents stated they had no housing costs; two stated they were homeless and two stated they owned their homes. The respondents indicated their monthly rent expenses ranged from 300- 1200. One respondent stated their housing costs to be \$100 but indicated that was to cover “parking home.”

If we remove the parking costs and those who indicated they paid nothing for various reasons the average housing costs paid by the respondents is \$570. Considering that the maximum shelter amount a single person can receive from disability benefits and Income assistance is \$375 many of the respondents to this survey are paying well over 30% of their income to housing costs.

**76% living on a government subsidies**

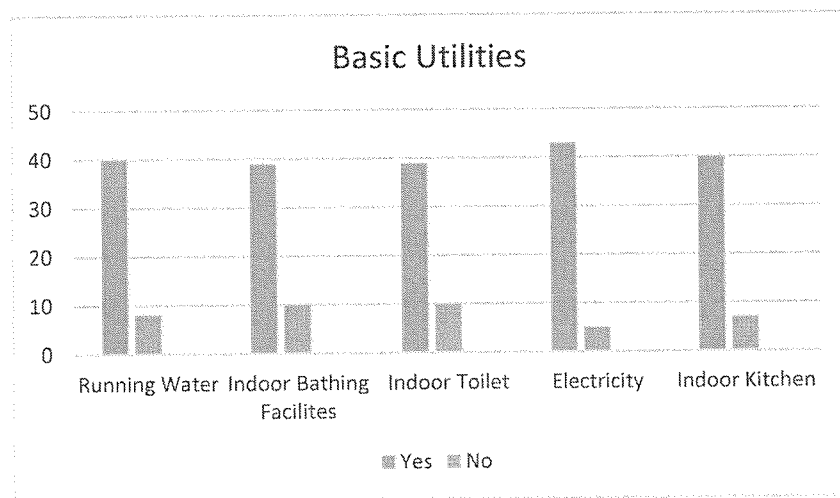
**72% state they have difficulty getting enough to eat**

**Average shelter cost \$570**

**Maximum shelter amount for**

**Government assistance is \$375**

This lack of affordable housing leads to other lack of funds for other necessities such as food and utilities. This is reflected in the responses from the survey; 72% of participants stated they have difficulty getting enough to eat; 98% stated they attend the food bank and/or soup social



multiple times a month. A lack of funds for basics such as food and shelter also leads to lack of ability to pay for or repair basic utilities.

In the last ten years 36% of respondents stated they have been homeless, most of this 36% reported being homeless multiple times.

## CONCLUSION

The data in this report paints a picture of what some members of our community are experiencing day to day. This report is not meant to be a comprehensive look at all of Gabriola but rather a small population within. The data demonstrates that our at-risk population is aging, and their health and housing concerns will only increase as time goes on. They are no longer in the workforce and have very limited incomes, incomes which do not provide for the basics such as housing, food, and utilities. Extensive social policies and structural factors are generating housing instability and homelessness in Canada, which has serious implications for health. People who don't have a healthy place to live – regardless of whether they're vulnerably housed or homeless – are at high risk of serious physical and mental health problems and major problems accessing health care. Many end up hospitalized or in the emergency department. According to research done in 2010 by Reach3, 40 % of people who don't have a healthy place to live have been assaulted at least once in the past year, and one in three have trouble getting enough to eat. This report also found that the difference in health outcomes is not between people who are homeless and people who aren't homeless. It's between those who have consistent access to healthy safe housing, and those who don't.

## Bibliography

Dunsmoor-Farley, Carlin. (2010) *Homelessness Study Report*. Gabriola Guardian Project: People for a Healthy Community.

Gabriola Affordable Housing Needs Assessment, 2009  
<http://www.islandstrust.bc.ca/lrc/gb/pdf/gbrptaffordhousnov262009.pdf>

The Gabriola Affordable Housing Needs Assessment of November 2009

People for a Healthy Community. (2012). *Affordable Housing Community Consultation*. January 14, 2012.

Thomson, Angela. (2012). *Affordable Housing Survey*. People for a Healthy Community.

Thomson, Angela. (2012). *Affordable Housing Strategy*. People for a Healthy Community & Gabriola Island Housing Task Force

Reach3. (2010). *Housing and Vulnerability and Health: Canada's Hidden Emergency*.  
<http://www.stmichaelshospital.com/crich/wp-content/uploads/housing-vulnerability-and-health.pdf>

Weller, Fay & Kartar, Linnet. (2009). *Gabriola Island Needs Assessment*. Gabriola Island, BC: Weller Consulting.

## Appendix B

### PHC Housing Survey 2014

Hi, my name is \_(first name)\_ and I am a volunteer with the PHC Housing Survey. We are working to find out more about housing issues in this community. Information from these questionnaires will help to better plan programs and services for people who are struggling with housing.

**This survey is voluntary. You do not need to participate if you do not wish to.**

- During the survey you may find you wish to skip a certain question or stop the interview; that is okay.
- Because this study is confidential, we do not want you to sign anything.
- If you have any questions, please ask me now or at any time during the interview.

1. To see how this questionnaire applies to your situation, would you consider yourself in an unstable housing situation or homeless?

Homeless       Unstable Housing Situation       Stably Housed

2. May I ask your age? \_\_\_\_\_ Years

3. (If under 18) are you currently living away from your parents or legal guardian?  Yes  
 No

4. Do you have children staying with you?  Yes     No    If yes what ages: \_\_\_\_\_  
\_\_\_\_\_

5. What gender do you put down when filling out forms?

Female     Male     Other

6. How long have you live on Gabriola Island?

Under 1 year     1-5 years     6-10 years     10-15 years     Over 15 years

7. What would you define as your relationship status?

Single     Married/ Common law     Divorced     Widowed

8. What are your sources of income? (*Check all that apply*)

- Collecting recyclables (hours per day)? \_\_\_\_\_
- Canadian pension plan (CPP)
- Disability benefits (single gets approx \$906)
- Persons with Persistent Multiple Barriers benefits (single gets approx \$657)
- Employment Insurance (EI)
- Family/Friends

- Illegal activities
- Income Assistance/Welfare (single gets approx \$610)
- Inheritance
- Job (Declared Income) Occupation: \_\_\_\_\_
- Job (under the table)
- Panhandling
- No income
- Old Age Security (OAS)
- Other: \_\_\_\_\_
- No response

9. If employed, what is your approximate monthly income? \_\_\_\_\_ Hourly wage? \_\_\_\_\_

10. Have you ever been in foster care?  Yes  No

11. Have you stayed in any of these places in the last 60 days? (check all that apply) # of nights in the last 60 days

- An apartment or home you paid rent on or owned? \_\_\_\_\_
- A hotel or motel that you paid for \_\_\_\_\_
- An emergency shelter? \_\_\_\_\_
- A home or room of a family member \_\_\_\_\_
- A home or room of a friend or acquaintance \_\_\_\_\_
- A hospital \_\_\_\_\_
- A jail or prison \_\_\_\_\_
- Outdoors- please describe location: \_\_\_\_\_
- Indoors but not in a traditional bed- (ex. Abandoned building, shed, vehicle) \_\_\_\_\_  
please describe location: \_\_\_\_\_
- Any other place: \_\_\_\_\_

12. Which of the previous places do you usually stay at? \_\_\_\_\_

13. If you pay rent or a mortgage how much do you pay each month? \_\_\_\_\_ \$

14. Have you had difficulty paying for housing in the last year?  Yes  No

Please check all reasons that apply.

- Can't find work
- Limited skills
- Injury preventing employment
- Health condition limiting ability to work
- Housing costs too high
- Can't get enough hours at work

15. Please tell me how you feel about the place you USUALLY stay at? (Please circle)

Terrible                  Mostly dissatisfied                  Mixed                  Mostly satisfied                  Pleased

Your place	1	2	3	4	5
The privacy you have there	1	2	3	4	5
The amount of space you have there	1	2	3	4	5
The amount of freedom you have there	1	2	3	4	5
The cleanliness and upkeep there	1	2	3	4	5
How much you have to pay to stay there	1	2	3	4	5
The amount of noise there	1	2	3	4	5
Your protection from cold or heat there	1	2	3	4	5
Your personal safety while you are there at night	1	2	3	4	5

16. How many people reside in the place you usually stay at? \_\_\_\_\_

17. Now I'd like to ask you about meals you have had in the last 60 days. Is getting enough to eat a problem for you?

Usually  Sometimes  Never

18. In the last 30 days how many days have you eaten: # of  
days

Meals consisting of food you purchased from a grocery store, restaurant, or fast food place? \_\_\_\_\_

Meals at a shelter, soup social, or other \_\_\_\_\_

Meals provided by friends, relatives, other \_\_\_\_\_

Meals consisting of food you found on the streets, behind stores, or dumpster \_\_\_\_\_

Meals consisting of Food from a food bank \_\_\_\_\_

Anywhere else? Where? \_\_\_\_\_

19. Do you have running water?  Yes  No  Sometimes (how often): \_\_\_\_\_

20. Do you have functioning indoor bathing facilities?  Yes  No  Sometimes (how often): \_\_\_\_\_

21. Do you have a functioning indoor toilet?  Yes  No  Sometimes (how often): \_\_\_\_\_

22. Do you have electricity?  Yes  No  Sometimes (how often): \_\_\_\_\_



23. Do you have a functioning indoor kitchen?  Yes  No  Sometimes (how often):  
\_\_\_\_\_

24. How many times have you been to the emergency room in the last 6 months? \_\_\_\_\_

25. In the last 10 years (including this time if now homeless), how many times have you been homeless? \_\_\_\_\_

26. How long has it been since you felt you were in stable housing?

Days (how many?) \_\_\_\_\_  Months (how many?) \_\_\_\_\_

Weeks (how many?) \_\_\_\_\_  Years (how many?) \_\_\_\_\_

I have always had stable housing

25. If you feel you have unstable housing what do you think led to your current situation?  
(Check all that apply)

- Abuse/Neglect by caregiver/foster/parent
- Aging out of foster care
- Alcohol or drug use
- Can't live with others
- Choice
- Cut off from welfare
- Divorce or separation
- Domestic violence
- Don't want to live in the city

- Don't seem to fit into society
- Eviction
- Family/friend conflict
- Fire
- Illness or medical problem
- In transition
- Landlord raised rent
- Lost job
- Don't qualify for welfare

- Prefer not to work
- Released from jail or prison
- Social/emotional challenges
- Too long housing lists
- Unable to pay rent
- Unhappy in previous housing situation
- Unsafe housing
- Very low wage
- Other: \_\_\_\_\_

27. Are you on a waiting list for subsidized housing?

Yes  No If no, how come? \_\_\_\_\_

If yes, how long have you been on the waiting list(s)? \_\_\_\_\_

28. Which services do you usually use at least once each month? How many times did you use each last month?

Possible Prompts: Food bank? Shelter? Community meal? Community center? Advocate? Job search center? Library?

Organization	# of visits
_____	_____
_____	_____

---

29. Do you have a doctor?  Yes  No

30. Would you identify as having any of the following? (Please circle all that apply):  
Substance abuse, chronic illness, mental illness

31. In the last three months, have you used the hospital emergency room?

Yes  No

If yes, how many times? \_\_\_\_\_

Thank you so much for your time and patience!

## Revised PHC Housing Survey 2014

Hi, my name is \_(first name)\_ and I am a volunteer with the PHC Housing Survey. We are working to find out more about housing issues in this community. Information from these questionnaires will help to better plan programs and services for people who are struggling with housing.

**This survey is voluntary. You do not need to participate if you do not wish to.**

- During the survey you may find you wish to skip a certain question or stop the interview; that is okay.
- Because this study is confidential, we do not want you to sign anything.
- If you have any questions, please ask me now or at any time during the interview.

1. To see how this questionnaire applies to your situation, would you consider yourself in an unstable housing situation or homeless?

Homeless       Unstable Housing Situation       Stably Housed

2. May I ask your age? \_\_\_\_\_ Years

3. Do you have children staying with you?  Yes     No    If yes what ages: \_\_\_\_\_

4. What gender do you put down when filling out forms?

Female     Male     Other

5. How long have you live on Gabriola Island?

Under 1 year     1-5 years     6-10 years     10-15 years     Over 15 years

6. What would you define as your relationship status?

Single     Married/ Common law     Divorced     Widowed

7. What are your sources of income? \_\_\_\_\_

8. If employed, what is you approximate monthly income? \_\_\_\_\_ Hourly wage? \_\_\_\_\_

9. Have you ever been in foster care?  Yes     No

10. where Have you stayed in any of these places in the last 60 days? \_\_\_\_\_  
\_\_\_\_\_

11. If you pay rent or a mortgage how much do you pay each month? \_\_\_\_\_  
\_\_\_\_\_ \$

12. Have you had difficulty paying for housing in the last year?  Yes  No  
 Please check all reasons that apply.

- Can't find work  Health condition limiting ability to work  
 Limited skills  
 Injury preventing employment  Can't get enough hours at work  
 Housing costs too high

13. Please tell me how you feel about the place you USUALLY stay at? (Please circle)

	Terrible	Mostly dissatisfied	Mixed	Mostly satisfied	Pleased
Your place	1	2	3	4	5
The privacy you have there	1	2	3	4	5
The amount of space you have there	1	2	3	4	5
The amount of freedom you have there	1	2	3	4	5
The cleanliness and upkeep there	1	2	3	4	5
How much you have to pay to stay there	1	2	3	4	5
The amount of noise there	1	2	3	4	5
Your protection from cold or heat there	1	2	3	4	5
Your personal safety while you are there at night	1	2	3	4	5

14. How many people reside in the place you usually stay at? \_\_\_\_\_

15. Now I'd like to ask you about meals you have had in the last 60 days. Is getting enough to eat a problem for you?

- Usually  Sometimes  Never

16. Do you have running water?  Yes  No  Sometimes (how often): \_\_\_\_\_

17. Do you have functioning indoor bathing facilities?  Yes  No  Sometimes (how often): \_\_\_\_\_

18. Do you have a functioning indoor toilet?  Yes  No  Sometimes (how often): \_\_\_\_\_

19. Do you have electricity?  Yes  No  Sometimes (how often): \_\_\_\_\_

20. Do you have a functioning indoor kitchen?  Yes  No  Sometimes (how often): \_\_\_\_\_

21. In the last 10 years (including this time if now homeless), how many times have you been homeless? \_\_\_\_\_

22. How long has it been since you felt you were in stable housing?

- Days (how many?) \_\_\_\_\_  Months (how many?) \_\_\_\_\_  
 Weeks (how many?) \_\_\_\_\_  Years (how many?) \_\_\_\_\_  
 I have always had stable housing

23. If you feel you have unstable housing what do you think led to your current situation? (Check all that apply) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. Are you on a waiting list for subsidized housing?

- Yes  No If no, how come? \_\_\_\_\_  
a. If yes, how long have you been on the waiting list(s)? \_\_\_\_  
\_\_\_\_\_

25. Which services do you usually use at least once each month? How many times did you use each last month?

Possible Prompts: Food bank? Shelter? Community meal? Community centre? Advocate? Job search centre? Library?

Organization

# of visits

26. if your housing situation were to improve, what would that look like? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you so much for your time and patience!

**Attachment 6**  
**First Unitarian Fellowship of Nanaimo**



First Unitarian Fellowship of Nanaimo  
1 – 595 Townsite Rd  
Nanaimo BC V9S 1K9  
Phone: 250-755-1215  
[www.ufon.ca](http://www.ufon.ca)

January 7, 2016

Via E-mail: CSimpson@rdn.bc.ca

Courtney Simpson  
Senior Planner, Strategic and Community Development  
Regional District of Nanaimo  
6300 Hammond Bay Road, Nanaimo BC, V9T 6N2

Dear Courtney:

**Re: Extreme Weather Shelter Funding Report**

I thank you sincerely for your patience while we submit this report. We deeply appreciate the funds that the Regional District of Nanaimo has given to us for this project. As you will tell from the results we were able to provide needed services to the hardest to house in our community.

Respectfully,

FIRST UNITARIAN FELLOWSHIP OF NANAIMO

A handwritten signature in cursive script that reads "C.A. 50 Oakley".

The Rev. Samaya Oakley, M.Div.,  
Developmental Minister and EWS Executive Director

/caso  
Attach.

cc: Paul Thompson,  
Manager of Long Range Planning  
[pthompson@rdn.bc.ca](mailto:pthompson@rdn.bc.ca)



## Unitarian Extreme Weather Activities and Mandate

The purpose of the Extreme Weather Shelter is to provide:

- a) a low-barrier, harm-reduction shelter for at-risk, homeless individuals on the coldest nights of the year in Nanaimo; and
- b) supportive housing assistance for the chronically hard to house from among our guests. This assistance includes finding and maintaining housing.

The shelter provides meals, shelter, resources and support in a safe and supportive environment. We operate during the coldest months of the year and are open to all who need it from 7 pm to 7 am. We are a low/no barrier shelter and accommodate those who, for reasons of their own, are unable or unwilling to use other shelters in the area.

### Project Summary:

The First Unitarian Fellowship of Nanaimo Extreme Weather Shelter program works to provide food, shelter, and resources to those suffering from poverty, mental illness, addictions or other housing barriers. We currently receive funding from BC Housing to operate on evenings when extreme weather is experienced. For the purposes of this proposal extreme weather is defined as 2 degrees with wind and rain, and 0 degrees clear for the 2013-2014 shelter season. In recent years, the City of Nanaimo has provided funding to enable us to stay open on cold, wet nights when the weather less than 5 degrees with rain and wind, or 3 degrees clear.

For 2014-2015, we expanded the services we offered to include housing search assistance. The expanded outreach services cover 20 hours per week from July 1<sup>st</sup> through to October 31<sup>st</sup>, and 10 hours per week from November through to the end of June. Most of our shelter guests struggle to maintain long term housing because of systemic and interconnected social issues. Many live in poverty, struggle with multiple barriers, are often unable to maintain paid work, lack of basic life skills and experience and as such can be unreliable tenants.

Over the last five years of operation, the Extreme Weather Shelter program noticed an increased attendance of guests from the Nanaimo Regional District. We noted that there has been an increase in shelter users last year despite more supportive housing being available since 2012-2013. The majority of the new housing programs require an individual be case-managed in that they are working with Vancouver Island Health Authority, or another agency. The majority of our guests do not respond to being case managed in a systemic manner. Many of our guests from the Regional District find that the services (housing, healthcare, income assistance, etc.) they require are more available in the City of Nanaimo.

Our program first addressed our guests' immediate basic needs of food and shelter on the coldest nights of the year. Part of our outreach program's goal was to assist the chronic shelter users in finding and maintaining safe, affordable housing and provide follow up in the form of support in the following areas:



- Facilitate positive, sustainable relationships between tenants and landlords;
- Provide up to date housing lists and search tools;
- Liaise with landlords to secure appropriate housing;
- Support for managing the activities of daily living;
- Ongoing support with:
  - Appointments
  - Money Management
  - Tenancy issues
  - Legal system
  - Personal support
  - Provide Outreach worker to support landlords and tenants, including interviewing potential tenants and landlords, initial home inspection and meetings, post rental mediation, services, check ins.
- Work collaboratively with local media to continue to raise awareness on the issues of homelessness

Being able to maintain housing is a crucial step in developing a sense of worth, and dignity as a community member. Our program starts with the basic needs with the end goal: safe affordable housing for everyone.

#### **Project Objectives:**

Our overall objective is to provide short term shelter and access and support in gaining and maintaining safe, affordable housing in the Greater Nanaimo, Cedar, Lantzville, Nanoose, Parksville, Qualicum, and Errington areas.

In the spirit of Housing First (a Federal Government initiative), we recognize that people facing multiple barriers, including addiction and mental health issues, medical issues, need ongoing support to find and maintain housing. Our outreach program is able to provide a level of support that allows our clients to navigate the challenges that stand in their way. Good relationships with both tenants and landlords help smooth the way. Ongoing support allows for longer term tenancy and supports the client in building skills and confidence to become better tenants.

At the same time, we will continue to work with our community partners (RCMP, Nanaimo Regional Hospital, Adult Probation and Forensics, John Howard Society, and Canadian Mental Health Association). This will ensure that our clients are supported both at home and in the community. Safe affordable housing ultimately results in lowered hospital visits, jail time, and unemployment.

#### **Specific Activities**

What started as an idea to help those we serve through the winter to find and keep accommodation turned into something much more thanks to the funding received from the Nanaimo Regional District. It was evident to us that finding housing was only the first step and what was needed is ongoing support to help those we serve maintain their housing.





These supports have had many faces with those we have helped with the housing program. For some, it included working with probation and the justice service to ensure our guests make court appointments, probation meetings and forensics services. For others, it was alcohol and drug treatment, 12-step meetings, addition and drug counselling, and for others it was about keeping them healthy enough to stay out of the hospital or getting them admitted to hospital to deal with various health issues.

To date we have housed 20 individuals of which eight were supported through the life of the project. One male has gone from three or four ambulance trips to the Emergency Room weekly to none as now he has a doctor and a home. We have assisted four individuals to Residential Alcohol and Drug treatment as well as secured a primary care physician.

The majority of our outreach work was done in the Nanaimo/Cedar area. We attended the food bank weekly in Cedar as well as checked the local parks weekly. We also stopped at the local stores and left contact information should they run across any marginalized individuals looking for help. What we discovered was that there are very few resources in the Cedar Yellowpoint area as most are located downtown. This, coupled with limited bus service, provides a huge problem to be overcome. We answered questions and found appropriate resources to all we could. We often drove people to and from these services. The program was well received by those we worked with.

#### **Projected Outcomes:**

The outcomes of this project were immediate and measurable. We measured our progress by recording:

- The number of hard to house tenants who were able to find housing
- The number of hard to house tenants who were able to maintain housing
- The number of people we feed and house with our shelter services.

The statistics collected are included as Appendix A to this report.



Appendix A									
MONTH	REFERRALS	HOUSING APPLICATION	HOUSED	TREATMENT	DETOX	HOUSING SUPPORT/PER MO.	HOSPITAL	HOUSED 3 MONTHS	
APRIL	5	4	1	0	1	1	1		
MAY	8	6	3	1	2	2	3		
JUNE	11	7	1	1	1	4	1	1	
JULY	15	5	2	0	2	6	1	4	
AUGUST	14	12	3	0	0	6	0	5	
SEPTEMBER	9	5	2	1	1	6	2	7	
OCTOBER	5	3	0	0	3	6	1	9	
NOVEMBER	14	9	2	0	2	6	2	11	
DECEMBER	9	3	1	1	2	7	2	11	
JANUARY	16	4	1	0	3	8	2	12	
FEBRUARY	4	5	0	0	2	8	3	12	
MARCH	9	3	4	0	1	8	1	13	
APRIL	5	2	0	0	2	7	1	13	
MAY	0	1	0	0	0	7	2	13	
	VARIED AGENCIES	PUBLIC & PRIVATE	VARIED			NUMBER OF IND. SUPPORTED ON A MONTHLY BASIS	HOSPITAL/ADM		

**First Unitarian Fellowship of Nanaimo  
Weather Shelter Income Summary Jul 01, 2014 to Jun 30, 2015**

<u>Account Name</u>	<u>Revenue</u>	<u>Expense</u>	<u>Annual Budget</u>	<u>Annual Budget</u>	<u>Difference</u>
EWS - Donations	1,539.35		800.00		739.35
EWS - Interest Revenue	564.29		700.00		-135.71
EWS - Govt Grant - Fed - United Way	37,388.00		40,000.00		-2,612.00
EWS - Prov Funding - BC Housing	50,797.01		64,400.00		-13,602.99
EWS - Local Funding - City/RDN	59,680.00		59,600.00		80.00
EWS - Local Funding - John Howard	5,833.32		0.00		5,833.32
EWS - Executive Director Wages		15,579.87		12,000.00	3,579.87
EWS - Shelter Coordinator Wages		15,190.41		21,120.00	-5,929.59
EWS - Outreach Worker Wages		14,409.41		10,560.00	3,849.41
EWS - Shelter Workers Wages		69,380.42		64,650.00	4,730.42
EWS - Vacation Pay Expense		0.00		4,816.50	-4,816.50
EWS - EI Expense		0.00		2,851.25	-2,851.25
EWS - CPP Expense		0.00		3,760.00	-3,760.00
EWS - WCB Expense		561.44		300.00	261.44
EWS - Shelter Supplies		426.75		750.00	-323.25
EWS - Cleaning & Laundry Supplies		1,209.59		1,300.00	-90.41
EWS - Transportation		1,375.16		300.00	1,075.16
EWS - Food & Nourishment		10,840.51		9,700.00	1,140.51
EWS - Accounting		1,442.48		1,500.00	-57.52
EWS - Bank Charges		190.04		180.00	10.04
EWS - Criminal Record Check		175.00		0.00	175.00
EWS - Office		772.29		1,500.00	-727.71
EWS - Rent		29,212.50		29,700.00	-487.50
EWS - Training & Education		178.00		200.00	-22.00
EWS - Repairs & Maintenance		2,993.04		1,500.00	1,493.04
EWS - Mileage		0.00		100.00	-100.00
EWS - Miscellaneous		86.27		100.00	-13.73
EWS - Memberships & Dues		-285.00		300.00	-585.00
	<u>155,801.97</u>	<u>163,738.18</u>	<u>165,500.00</u>	<u>167,187.75</u>	
NET POSITION	<u>-7,936.21</u>		<u>-1,687.75</u>		

**Attachment 7**  
**Manna Homeless Society**

Manna Homeless Society  
P.O. Box 389  
Errington, BC  
V0R 1V0

Dec. 11, 2015

Dear Paul Thompson,

It has now been approximately a year since the RDN voted in favour of helping finance Manna Homeless Society in contributing valuable resources to people afflicted by extreme forms of poverty within the Oceanside Community. As a 100% volunteer run charitable organization that works with individuals lacking resources for homes, food and/or other essentials, we are immensely grateful for your financial supplementation. With your approved assistance, we have been able to continue our fruitful partnership with SOS, Salvation Army, Kiwanis Club, Haven House and the Oceanside Task Force on Homelessness. Our continued efforts to raise awareness and resources are proving effective: the Women's Catholic League has joined us in providing bagged lunches, Costco is donating fresh produce, and a public health nurse has made herself available weekly at the Manna van as well as daily via phone contact, when required. Thankfully, as our resources increase, so does our ability to help meet the growing needs of the impoverished members of our community.

As you know, in addition to our weekly presence at Hirst Avenue near the Legion in Parksville, our volunteers are active throughout the week procuring, packaging and distributing the lowest priced necessary resources to people in desperate need. Our services are in high demand: we see about 80 people every Saturday, on top of the approximately 20 people we receive calls from and make deliveries to throughout the week. With most of us volunteers having full time employment elsewhere, being on call seven days a week to meet with isolated, cold, wet and hungry people and deliver essentials such as tents, tarps, sleeping bags, clothing, footwear, toiletries and food is quite demanding! To this end, we are excited about establishing our youth volunteer program which will raise both social awareness and volunteer hours to help the homeless and those at risk of homelessness.

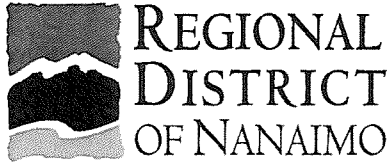
Additionally, in order to meet the growing demand for shelter due to a shortage of low income housing and a very low vacancy rate, we have become increasingly creative. After reflecting on the success of our bicycle initiative in 2013, whereby we obtained and delivered over 70 bicycles from within the community to help individuals reach their destinations of medical appointments and work etc, we brainstormed about shelter solutions. One innovation was initiating discussions with RV centres that are in contact with people trying to dispose of or sell their trailers, campers or RVs. Providing tax receipts and connecting people with these resources will also prove vital in our ability to respond to the calls we are getting from SOS requesting immediate shelter for their clients.

As you can see, we are an innovative and entrepreneurial bunch dedicated to garnering and investing resources wisely. As such, we are quite pleased to report that with the \$22,320 you entrusted to us last year, we were able to obtain and distribute 105 tents, 145 tarps, 240 sleeping bags, 30 blankets, 4090 bags of groceries and 4205 individually prepared and customized survival packs to people in desperate situations. Your support was imperative for our increasingly necessary service: for example, since 2014 our demand for survival packs went up by 605 and an additional 640 bags of groceries were required by individuals and their families. Knowing the increased trajectory of demand, we used your approval for funding to stockpile some supplies for the upcoming difficult year as well as meet the basic needs of approximately 100 hungry and or unsheltered people every week in 2015.

Thank you for helping us make our community a better place.

Sincerely,

Rita Taylor



RDN REPORT		
CAO APPROVAL		✓
EAP		
COW		
JAN 18 2016		
RHD		
BOARD	✓	

**STAFF REPORT**

**TO:** Tom Armet, Manager  
Building, Bylaw and Emergency Planning Services

**DATE:** January 15, 2016

**FROM:** Jani M. Drew  
Emergency Coordinator

**MEETING:** Board - January 26, 2016

**FILE:** 7130-08 EMA

**SUBJECT:** Emergency Management Agreement Renewal

**RECOMMENDATION**

That the Emergency Management Agreement between the Regional District of Nanaimo, the City of Nanaimo, the District of Lantzville, the City of Parksville, the Town of Qualicum Beach, and the Qualicum, Nanoose and Snuneymuxw First Nations be renewed, for a term beginning January 1, 2016 to May 1, 2021.

**PURPOSE**

To obtain Board approval to renew the Emergency Management Agreement between the Regional District of Nanaimo, the City of Nanaimo, the District of Lantzville, the City of Parksville, the Town of Qualicum Beach, and the Qualicum, Nanoose, and Snuneymuxw First Nations.

**BACKGROUND**

The Emergency Management Agreement details how the Regional District of Nanaimo (RDN), and participating Municipalities and First Nations will work together before, during and after local and regional emergencies or disasters. The primary purpose for the Agreement is to standardize operational procedures between the participating jurisdictions and share resources. This approach allows for service efficiencies and reduces the overall cost to provide emergency programs in the region. The Agreement also outlines how the Parties will share command; jointly manage public information and details levels of response.

The RDN is the coordinating participant in the Emergency Management Agreement which is now expired, and requires renewal for an additional five year term. Once approved by the Board, the Agreement can be circulated to the Parties for signatures.

**ALTERNATIVES**

1. That the Emergency Management Agreement be approved by the Board
2. Provide alternate direction to staff

**FINANCIAL IMPLICATIONS**

There are no financial implications in renewing the Agreement. Schedule “B” of the Agreement details how the Parties will first seek reimbursement for approved response expenses from Emergency Management BC as well as how to reimburse one another for services or resources used during an emergency or disaster.

**LEGAL IMPLICATIONS**

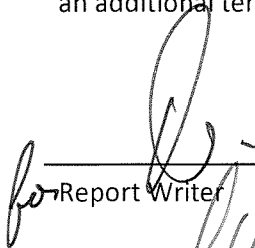
The Agreement has been reviewed by all Parties and some minor and practical changes were made in relation to Emergency Operations Centre locations and internal command structure, with the consent of all Parties to the Agreement.

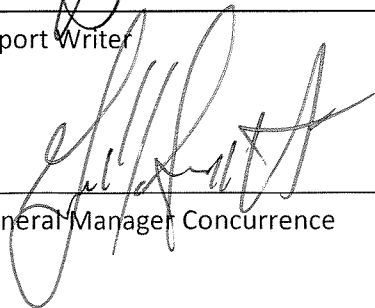
**STRATEGIC PLAN IMPLICATIONS**


The Board Strategic Plan encourages regional collaboration as a way to build resilience, using *“collaborative approaches, creative thinking and a commitment to ensure that benefits are shared as broadly as possible across the region”*. The Emergency Management Agreement strengthens working relationships between the RDN, municipalities and First Nations through operational effectiveness and cooperation during a large or extended emergency within the region.


**SUMMARY/CONCLUSIONS**

The Emergency Management Agreement details how the Regional District of Nanaimo and participating Municipalities and First Nations will work together before, during and after local and regional emergencies or disasters. The primary purpose for the Agreement is to standardize operational procedures between the participating jurisdictions, and to become more cost effective and efficient by sharing resources. The Agreement also outlines how the Parties will share command; jointly manage public information and details levels of response. The RDN is the coordinating Party in the Emergency Management Agreement which is now expired. Staff recommends that the Agreement be renewed for an additional term extending to May 1, 2021.

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

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

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

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

**Attachment 1**  
**Regional Emergency Management Agreement**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

AND: CITY OF NANAIMO  
455 Wallace Street  
Nanaimo BC V9R 5J6

AND: CITY OF PARKSVILLE  
100 E. Jensen Avenue  
Parksville BC V9P 2H3

AND: TOWN OF QUALICUM BEACH  
201 - 660 Primrose Street  
Qualicum Beach BC V9K 1S7

AND: DISTRICT OF LANTZVILLE  
7192 Lantzville Road  
Lantzville BC V0R 2H0

AND: SNUNEYMUXW FIRST NATION  
668 Center Street  
Nanaimo BC V9R 4Z4

AND: NANOOSE FIRST NATION  
209 Mallard Way  
Lantzville BC V0R 2H0

AND: QUALICUM FIRST NATION  
5850 River Road  
Qualicum Beach BC V9K 1Z5

(hereinafter called "the Parties")

**NOW THIS AGREEMENT WITNESSETH:**

**WHEREAS**, it is desirable that the resources and facilities of the Parties, their various departments and agencies, be made mutually available to prevent and combat the effects of emergencies and disasters; and

**WHEREAS**, *Nanaimo Regional District Regulation*, B.C. Reg. 194/91, enacted under the *Local Government Act*, grants to the Regional District of Nanaimo the additional power to provide emergency programs as an extended service under the *Emergency Program Act*; and

**WHEREAS**, pursuant to the *Local Government Act* and the *Local Authority Emergency Management Regulation*, B.C. Reg. 380/95, enacted under the *Emergency Program Act*, a local authority may enter into a Mutual Aid Agreement with one or more local authorities or First Nations for emergency resources of all types and subsequent cost recovery; and

**WHEREAS**, it is necessary and desirable that an Emergency Management Agreement (the "Agreement") be executed for the interchange of such mutually beneficial assistance.

**NOW, THEREFORE**, it is hereby agreed by and between each and all of the Parties as follows:

**1. Interpretation**

In this Agreement:

**"Disaster"** means a calamity that

- (a) is caused by accident, fire, explosion or technical failure or by the forces of nature; and
- (b) has resulted in serious harm to the health, safety or welfare of people or in widespread damage to property.

**"Emergency"** means a present or imminent event that

- (a) is caused by accident, fire, explosion or technical failure or by the forces of nature; and
- (b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property.

**"Providing Party"** means a party receiving a request for assistance under this Agreement.

**"Requesting Party"** means a party requesting assistance under this Agreement.

**"Regional District"** means the Regional District of Nanaimo.

**"Region"** means the area within the boundaries of the Regional District of Nanaimo.

**"Resources"** means employees, members of any volunteer emergency program or agency, and equipment, supplies and other property owned or leased by one of the Parties.



## 2. Services

- (a) The Parties agree to be bound by and conduct themselves in accordance with the procedures and obligations set out in Schedule "A" and Schedule "B", attached to and forming part of, this Agreement.
- (b) Each Party to this Agreement shall provide for the effective mobilization and utilization of its Resources to respond to Emergencies and/or Disasters. The attached Schedule "A" outlines where and under what circumstances Emergency Operation Centre(s) (EOCs) may be located within the boundaries of the Regional District of Nanaimo, including the municipalities of Nanaimo, Parksville, Qualicum Beach, Lantzville, and the Qualicum, Nanoose and Snuneymuxw First Nations communities and establishes a suggested structure that may be implemented to operate the EOCs.
- (c) Each of the Parties to this Agreement are committed to ensuring that the use of Resources and other emergency response capabilities are directed toward achieving the common goal of maximizing the efficiency of coordinated planning and response to, and recovery from, Emergencies and Disasters within the Region.
- (d) Whenever any Party is in need of assistance to combat an Emergency or Disaster, it may request assistance from one or more of the Parties and the Party or Parties receiving the request shall, subject to the conditions in the Agreement, provide the assistance requested.
- (e) Requests for assistance shall be made by the CAO or Band Manager/Administrator, or their designate, of the Requesting Party to the EOC Director of the Providing Party prior to the official request through Emergency Management BC (EMBC).
- (f) All Parties understand that their Resources may be deployed outside their own jurisdiction. The extent of the assistance given will be entirely at the discretion of the Providing Party having due regard for its own need for the Resources at the time of the request. The Providing Party shall have the primary interest of protecting the welfare of their own jurisdiction and does not assume any responsibilities or liabilities by not providing Resources as laid out in this Agreement.
- (g) The Providing Party retains the right to recall their Resources back into their own jurisdiction should the need arise to combat an Emergency or Disaster.
- (h) It is understood that this Agreement shall not supplant pre-existing Mutual Aid Agreements nor deny the right of any Party to this Agreement to negotiate supplemental Mutual Aid Agreements.
- (i) Assistance extended under this Agreement shall be provided in accordance with applicable current Federal and Provincial legislation, and the standards agreed to by the Parties.
- (j) The Requesting Party will assume direction and control over Resources provided under this Agreement as soon as the Resources arrive in the jurisdiction of the Requesting Party.

### 3. Term

The Agreement will be in effect for a term of five years unless terminated earlier in accordance with this Agreement. After May 1, 2021, the term of this Agreement shall be month to month unless the Parties have otherwise agreed.

### 4. Cost Sharing of Resources

The Parties shall be entitled to receive, and shall be required to make, compensation and payments in accordance with Schedule "B" to this Agreement after first seeking the maximum reimbursement from EMBC.

### 5. Claims

Claims for compensation by owners of real or personal property for damage or injury suffered in a Disaster should be processed, either individually or jointly through the provisions of the *Emergency Program Act*. First Nations are required by the EMBC to file their own disaster financial assistance claims.

### **Independent Jurisdiction**

- (a) Any and all agents, servants or employees of each of the Parties or, while engaged in the performance of any work or services required to be performed by the Parties under this Agreement shall not be considered employees of any other Party and a Party shall not be responsible for any act or omission of any person other than one of its own agents, servants, or employees, except as provided in this Agreement.
- (b) Each of the Parties to this Agreement will retain decision-making authority within their own jurisdiction. All Parties will ensure that decisions involving multiple jurisdictions are made in consultation with the Parties involved.
- (c) Each of the Parties to this Agreement is responsible for declaring their own "State of Local Emergency" under the *Emergency Program Act*, should it be necessary. The other Parties are to be notified as soon as possible, should this occur.

### 6. Indemnity

Despite Section 6(a), where a Providing Party supplies Resources to a Requesting Party pursuant to this Agreement, the Requesting Party shall indemnify and save harmless the Providing Party from any and all claims, causes of actions, suits and demands whatsoever arising out of the assistance rendered by the Providing Party, its servants, employees or agents, including the failure to respond to a request for assistance under this Agreement; the failure to render adequate assistance; or any other reason, unless the Providing Party is negligent in the provision of such assistance.

## **7. Insurance**

Each Party to this Agreement shall maintain insurance and liability coverage, in a minimum amount of Five Million Dollars (\$5,000,000.00), or self-coverage through Municipal Insurance Association (MIA) on any and all chattels and equipment owned by the Party that could be utilized to meet the provisions of this Agreement.

## **8. Waivers**

The failure at any time of any Party to enforce any of the provisions of this Agreement or to require at any time performance by the other Parties of any such provision shall not constitute, or be construed to constitute, a waiver of such provision, nor in any way to affect the validity of this Agreement or any of its parts, or the right of any Party to enforce each and every provision of this Agreement.

## **9. Modification**

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all Parties.

## **10. Termination**

Notwithstanding any other provision of this Agreement:

- (a) If any Party fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available a Party may, at its option, terminate this Agreement by giving written notice of termination to all other Parties.
- (b) Any Party may terminate its participation in this Agreement at any time, without cause, by giving all other Parties at least thirty (30) days notice of such termination.

If either such option is exercised by a Party the terminating Party will be under no further obligation to the other Parties except to pay the Parties such amount as the Parties may be entitled to receive for services properly performed and provided to the date notice is given to the Parties less any amounts necessary to compensate the terminating Party for damages or costs incurred by the terminating Party arising from another Party's default.

## **11. Assignment**

No assignment of this Agreement shall be made by the Parties without the written consent of all the Parties. The Parties' consent to assign will not release or relieve the Parties from their obligations to perform all the terms, covenants and conditions that this Agreement requires the Parties to perform.

## **12. Annual Meeting**

Emergency Program Coordinators/Managers of all Parties will meet at least annually to discuss, review and evaluate the effectiveness of the Agreement.

**13. Dispute Resolution**

Any and all claims arising out of this Agreement will not be brought forward until the response phase of an Emergency or Disaster transitions to the recovery phase.

All Parties will use reasonable efforts to mutually resolve any issue(s) arising out this Agreement. Failing agreement, the Parties agree that an external mediator, selected by the majority of the Parties, may be brought in to assist in the resolution of any outstanding issues, with the cost to be shared amongst the Parties to the dispute.

**14. Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts will be considered together and constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as follows:

For the  
Regional District of Nanaimo  
as hereto affixed in the presence of:

\_\_\_\_\_)  
\_\_\_\_\_)  
Chairperson \_\_\_\_\_) )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Corporate Officer \_\_\_\_\_) )

For the  
CITY OF NANAIMO  
as hereto affixed in the presence of:

\_\_\_\_\_)  
\_\_\_\_\_)  
Mayor \_\_\_\_\_) )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Corporate Officer \_\_\_\_\_) )

For the  
CITY OF PARKSVILLE  
as hereto affixed in the presence of:

\_\_\_\_\_)  
\_\_\_\_\_)  
Mayor \_\_\_\_\_) )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)  
Director Administrative Services \_\_\_\_\_) )

For the  
TOWN OF QUALICUM BEACH  
as hereto affixed in the presence of:

\_\_\_\_\_)  
\_\_\_\_\_)  
Mayor \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Corporate Administrator \_\_\_\_\_) )

For the  
DISTRICT OF LANTZVILLE  
As hereto affixed in the presence of:

\_\_\_\_\_)  
\_\_\_\_\_)  
Mayor \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Director of Corporate Administration \_\_\_\_\_) )

For the  
SNUNEYMUXW FIRST NATION:

\_\_\_\_\_)  
\_\_\_\_\_)  
Chief \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Band Administrator \_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Witness \_\_\_\_\_) )

For the  
NANOOSE FIRST NATION:

\_\_\_\_\_)  
Chief )  
\_\_\_\_\_)  
Band Manager )  
\_\_\_\_\_)  
Witness )

For the  
QUALICUM FIRST NATION:

\_\_\_\_\_)  
Chief )  
\_\_\_\_\_)  
Band Manager )  
\_\_\_\_\_)  
Witness )

## SCHEDULE "A"

### EMERGENCY COORDINATION CENTRE EOC OPERATIONAL PROCEDURES

The Parties agree to the following EOC Operational Procedures as outlined below:

#### 1. Operations

The main purpose for establishing a Regional EOC is to standardize EOC operational procedures between the participating jurisdictions, and to become more cost effective and efficient by sharing resources.

The Regional concept can be utilized when one or more of the participating jurisdictions are affected by an Emergency or Disaster. The primary site for the Regional EOC will be determined according to the location, type and scale of the Emergency or Disaster.

#### **British Columbia Emergency Response Management System (BCERMS) and the Use of Incident Command System (ICS)**

Unless otherwise agreed to by the Parties the BCERMS, established by the Province of British Columbia Provincial Emergency Program, is the comprehensive management standard that will be used as a model for emergency management personnel involved in this Agreement. BCERMS has been developed to ensure a coordinated and organized response to all emergency incidents. The four operational levels of BCERMS are; Site Level, Site Support (normally through an EOC), Provincial Regional Coordination Level (normally through a Provincial Regional Operations Centre [PROC]), and Provincial Central Coordination Level (normally through a Provincial Operations Centre [POC]).

The ICS, established by the Province of British Columbia Provincial Emergency Program, is the emergency management system to be used by all Parties to this Agreement. ICS is a modular management system that expands or contracts as the incident escalates or de-escalates.

#### **Establishing a Unified Command**

Unified Command is an aspect of ICS and is used at the site level. Unified Command may be established when there is more than one agency involved, thereby necessitating the development of a common set of response strategies, objectives and tactical decisions without losing or abdicating agency authority, responsibility or accountability. Under Unified Command there would be one Incident Commander from each of the agencies involved, and one single spokesperson speaking on behalf of the incident team (selected by Incident Commanders by consensus).

#### **Command Post**

A command post is the location at the scene of an Emergency where the Incident Commander(s) and Incident Management Team are located for the purpose of incident coordination and communications. This may be a command vehicle or facility. There would be one Command Post per Incident Site.



## 2. Communication

- (a) An appointed Information Officer, or delegate, of the respective participants will speak on behalf of their own jurisdiction. Information Officers will:
  - (i) either speak jointly about the existing situation or,
  - (ii) represent their own jurisdiction or,
  - (iii) delegate the authority to a mutually agreed upon Public Information Officer to represent the group and speak on the situation as a whole.
- (b) Mayors, Chiefs, Chair, Councils and/or Board members will be kept informed by the EOC Director on a regular basis. They will be consulted regarding policy-related issues as required.
- (c) All communications will be directed through the EOC Director to the Incident Commander(s) at the Site Level, the policy group, other EOC's (if activated), and the Provincial Regional Level. All communications to the Provincial Level will be directed through the Provincial Regional Level.

### Definitions

#### Levels of Operational Response

**Level 1** – Site Response – (Readiness and Routine) - *All ongoing routine response activities by Emergency Services Personnel (Police, Ambulance, Fire) on a daily basis.*

**Level 2** – Site Support or Local EOC Response – (Local Emergency) – *A situation confined to one location/jurisdiction that does not affect zone-wide services, population or traffic.*

**Level 3** – Regional EOC Response – (Regional Emergency) – *A situation affecting multiple-jurisdiction services, populations and geographical areas.*

**Level 4** - PROC Response, Regional EOC – (Major Disaster) – *A region-wide disaster that involves widespread damages in addition to the disruption of services. A "Provincial Regional Operations Centre" will be activated and the Attorney General may declare a "state of emergency".*

**Level 5** - PEOC Response – (Major Disaster) – *A region-wide disaster that involves widespread damages in addition to the disruption of services, requiring additional support and resources from Federal Government and/or other Provinces.*

*A "Provincial Operations Centre" will be activated and the Attorney General may declare a "state of emergency".* Sector Definitions – The border between the Regional District's North and South Sectors roughly defined as the School Districts 68 and 69 border:

Regional District South Sector – *Includes the following areas; City of Nanaimo, District of Lantzville, Regional District of Nanaimo Electoral Areas "A" (Cassidy, Cedar, Yellowpoint, S. Wellington), "B" (Gabriola, DeCourcy, Mudge Islands), "C" (Extension, Arrowsmith-Benson, Wellington, Pleasant Valley), and the Snuneymuxw First Nation.*

Regional District North Sector – *Includes the following areas; City of Parksville, Town of Qualicum Beach, Regional District of Nanaimo Electoral Areas “E” (Nanoose Bay), “F” (Coombs, Hilliers, Errington), “G” (French Creek, Dashwood, Englishman River), “H” (Shaw Hill, Qualicum Bay, Deep Bay, Bowser), the Nanoose First Nation and the Qualicum First Nation.*

EOC Director (Municipal or Regional) – is the designated EOC Director of the area most affected by the Emergency or Disaster, unless otherwise specified, or mutually agreed upon by all Parties to this Agreement affected by the situation.

## **EOC Locations**

### **Site Level (Level 1 Emergency)**

An EOC would not normally be established at this level.

### **Regional District of Nanaimo, Municipal & First Nations EOC's (Level 2 Emergency)**

A Regional District of Nanaimo or Municipal EOC may be activated under the following Level 2 Emergency Conditions:

- (a) Localized Municipal/First Nations Emergency – North Sector (involving only the City of Parksville, the Town of Qualicum Beach or the Nanoose or Qualicum First Nations.)

The existing facilities at the Parksville Civic and Technology Centre Forum, the Qualicum Beach Town Hall, the Qualicum First Nation Band Office, or the Nanoose First Nation Band Office may be utilized to establish an EOC should the need arise in each of these respective communities. These sites would provide alternate EOC locations for each other should the need arise. The request to set up, or move the EOC to the alternate location would come from the jurisdictional EOC Director. The EOC would be jointly and cooperatively set-up and the designated EOC Director of the Party most affected would assume command of the EOC.

- (b) Localized Municipal/First Nations Emergency – South Sector (involving only the City of Nanaimo, the District of Lantzville or the Snuneymuxw First Nation.)

The existing facilities at the Nanaimo Fire Rescue, #1 Fire Hall, the District of Lantzville Administration Building or the Snuneymuxw First Nation Band Office will be utilized to establish a jurisdictional EOC should the need arise. The existing facilities at these sites would provide alternate EOC locations for each other should the need arise. The request to set up, or move the EOC to the alternate location would come from the jurisdictional EOC Director. The EOC would be jointly and cooperatively set-up and the designated EOC Director of the Party most affected would assume command of the EOC.

- (c) Localized Regional District Emergency – North Sector (involving Electoral Areas ‘E’, ‘F’, ‘G’, ‘H’ of the Regional District of Nanaimo only)

The existing facilities at the Regional District of Nanaimo Administration Building would be utilized to establish a Regional EOC should the need arise to assist any one of these electoral areas. The Parksville Civic and Technology Centre Forum, the Qualicum Beach Town Hall, the Nanoose First

Nation Band Office or the Qualicum First Nation Band Office would serve as alternate EOC locations should the need arise. The request to set up, or move the EOC to the alternate location would come from the Regional District's EOC Director. The EOC would be jointly and cooperatively set-up and the designated Regional District's EOC Director would assume command of the EOC.

- (d) Localized Regional District Emergency – South Sector (involving Electoral Areas 'A', 'B', and 'C' of the Regional District of Nanaimo only).

The existing facilities at the Regional District of Nanaimo Administration Building would be utilized to establish a Regional EOC should the need arise to assist any one of these electoral areas. The Nanaimo Fire Rescue # 1 Fire Hall, the District of Lantzville Administration Building and the Snuneymuxw First Nation Band Office would serve as an alternate EOC location should the need arise. The request to set up, or move the EOC to the alternate location would come from the Regional District's EOC Director. The EOC would be jointly and cooperatively set-up and the Regional District's EOC Director would assume command of the EOC.

**Regional EOC (Level 3 Emergency)**

A Regional EOC may be activated under one of the following Level 3 Emergency Conditions:

- (a) Regional Emergency (involving the Regional District of Nanaimo North Sector)

The Parties' Chief Administrative Officers and Band Managers/Administrators in this sector would decide which of the following locations would be most appropriate to setup the EOC: the Regional District of Nanaimo Administration Building, the District of Lantzville Administration Building, the Parksville Civic and Technology Centre, the Qualicum Beach Town Hall, Qualicum First Nation Band Office or the Nanoose First Nations Band Office, or other facility if deemed necessary. The EOC would then be jointly and cooperatively set-up based on the availability and consensus of the Parties in the affected sector. The EOC Director of the party having the greatest experience in relation to the type of emergency assumes command, however if unavailable or in the absence of the agreement of the majority of the Parties, the Regional District's EOC Director would assume command.

- (b) Regional Emergency (involving the Regional District of Nanaimo South Sector)

The Parties' Chief Administrative Officers and Band Managers/Administrators in this sector would decide which of the following locations would be most appropriate to setup the EOC: the Regional District of Nanaimo Administration Building, the Nanaimo Fire Rescue # 1 Fire Hall, District of Lantzville Administration Building, or the Snuneymuxw First Nation Band Office or other facility if deemed necessary. The EOC would then be jointly and cooperatively set-up and based on availability and consensus of the Parties in the affected sectors, the EOC Director of the party having the greatest experience in relation to the type of emergency would assume command, however, if unavailable or in the absence of the agreement of the Parties, the Regional District's EOC Director would assume command.

- (c) Region-wide Emergency (involving portions of, or the entire Regional District of Nanaimo North & South Sectors)

Should the need arise to have one combined EOC when both the North and South Sectors are affected, the location of the EOC would be determined by the Regional District's EOC Director. The EOC could be set up in any of the following locations; the Regional District of Nanaimo Administration Building, the Nanaimo Fire Rescue # 1 Fire Hall, the District of Lantzville Administration Office, the Parksville Civic and Technology Centre Forum, the Qualicum Beach Town Hall, the Qualicum First Nation Band Office, the Nanoose First Nation Band Office, the Snuneymuxw Band Office or other facility if deemed necessary. The EOC would then be jointly and cooperatively set-up and based on availability and consensus of the Parties in the affected sectors, the EOC Director of the party having the greatest experience in relation to the type of emergency would assume command, however, if unavailable or in the absence of the agreement of the Parties, the Regional District's EOC Director would assume command.

**Provincial Regional Emergency Coordination Level (Level 4 Emergency)**

At this time, a location has not been pre-designated. Provincial Regional Emergency Operations Centre (PREOC) location would be designated by Provincial Emergency Program (EMBC) officials immediately prior to activation and the location communicated to all other levels of operation.

The PREOC would be activated by EMBC at the request of the Regional District's EOC Director. This level would provide support to the existing Regional EOC.

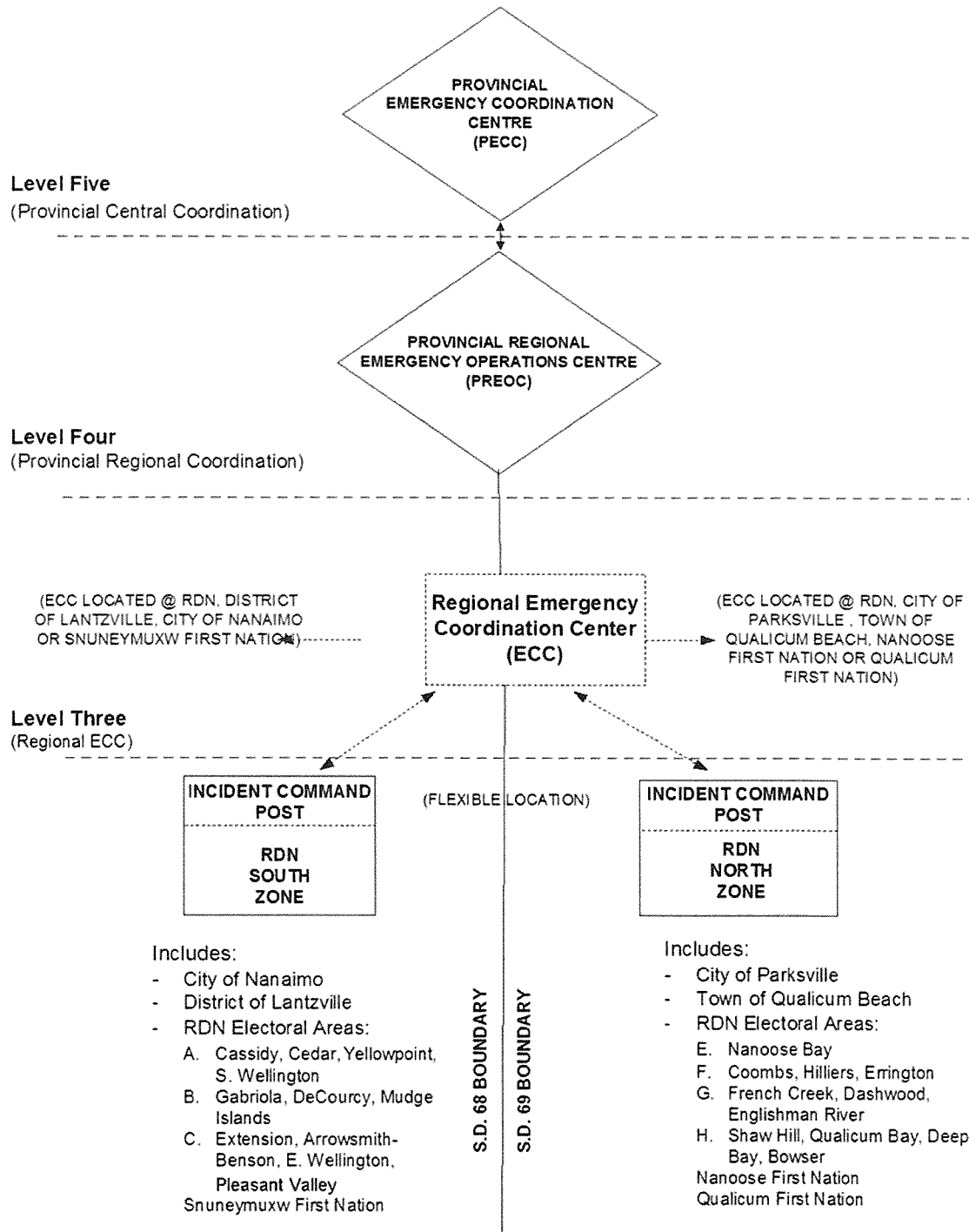
**Provincial Emergency Coordination Centre Level (Level 5 Emergency)**

At this time, a location has not been pre-designated. Provincial Emergency Coordination Centre (PEOC) location would be designated immediately prior to activation and the location communicated to all other levels of operation.

Acronyms used in this Schedule:

BCERMS	British Columbia Emergency Response Management System
EOC	Emergency Operation Centre
ICS	Incident Command System
PEOC	Provincial Emergency Coordination Centre
EMBC	Emergency Management BC
PREOC	Provincial Regional Emergency Operations Centre

### REGIONAL OPERATIONS CENTRE STRUCTURE

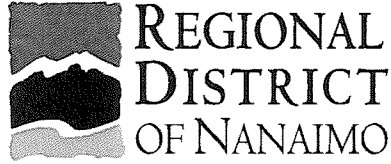


## **SCHEDULE "B"**

### **COST SHARING OF RESOURCES**

The Parties agree to the following Cost Sharing Principles as outlined below:

1. The Parties shall first request resources from EMBC, who will reimburse certain response costs to the individual local authority.
2. The Providing Party shall be responsible for any other costs incurred in connection with the gathering, movement and deployment of Resources to the jurisdiction of the Requesting Party.
3. A Requesting Party shall pay to the Providing Party:
  - (a) Reasonable compensation for salaries, wages and other employment expenses of employees or members of volunteer emergency programs, if such volunteers are entitled to compensation under their arrangements with the Providing Party for the time spent by such persons combating the Emergency or Disaster in the Requesting Party's jurisdiction.
  - (b) The market value, as set by the Provincial Emergency Program, of supplies, provisions or other property which is consumed or otherwise not returnable to the Providing Party.
5. Following the cessation of the Emergency or Disaster, the Providing Party shall submit an invoice to the Requesting Party requesting payment for Resources provided under Paragraph 2 of this Schedule and the Requesting Party shall make payment within thirty (30) days of receipt of the invoice.
6. The Requesting Party shall be responsible for the operating costs of equipment provided by the Providing Party, including repair costs while in its possession, but shall not be required to pay rent or any other charge to the Providing Party for the use of the equipment.
7. Equipment provided to a Requesting Party shall be returned, in the same working condition as when it was accepted, as soon as it is no longer needed to combat the Emergency or Disaster. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance.
8. Each Party shall within three (3) months of the date of this Agreement compile a list of major equipment and distribute a copy of the list to each other Party. Each Party shall annually revise the list by no later than the anniversary date of each year of this Agreement and distribute a copy of the revised list to each other Party.



RDN REPORT		
CAO APPROVAL		✓
EAP		
CoW	✓	
JAN 27 2016		
RHD		
BOARD		

**STAFF REPORT**

**TO:** Wendy Marshall  
 Manager of Parks Services

**DATE:** January 25, 2016

**FROM:** Joan Michel  
 Parks and Trails Coordinator

**MEETING:** CoW – February 9, 2016

**FILE:**

**SUBJECT: Coombs to Parksville Rail Trail Project Update**

**RECOMMENDATION**

That staff proceed to tender for the Station Rd. to Church Rd. phase of the Coombs to Parksville Rail Trail with a tender upgrade for the Church Rd to City of Parksville phase.

**PURPOSE**

To review the Coombs to Parksville Rail Trail project planning and funding, and reconfirm advancement to tender with a tender upgrade.

**BACKGROUND**

In 2009, the RDN undertook a rail trail feasibility study of over 100 km of E&N rail corridor within the Region. Rough cost estimates for rail trail development were obtained. Those estimates underpinned the Board’s May 2013 earmarking of \$2.6 million in Federal gas tax money (Regionally Significant Projects) for the planning and development of the RDN’s first Rail Trail projects: Parksville to French Creek and Coombs to Parksville. A contract was let in April 2014 for the engineered design of a 3 m wide multi-use accessible gravel trail with road and rail crossings, in addition to detailed cost estimation and tender document preparation.

In June 2015, staff updated the Board on the Rail Trail project planning and provided revised cost estimates based on 75 per cent completed design work. The Board was advised that project scope would need to be scaled down considerably given the budget. The Board agreed that the Parksville to French Creek stretch should be put on hold and focus placed on the 7 km link between Coombs and Parksville. Since the \$2.6 million in regional gas tax money would not likely be sufficient to pay for the whole Coombs to Parksville route, the Board authorized staff to proceed with a tender for the phase that could be supported with already committed funds and simultaneously issue a tender upgrade for the remaining phase. The second phase would be developed should additional gas tax money and Regional Parks capital funds be made available.

In the fall of 2015, given essential completion of Coombs to Parksville design, the Rail Trail project entered the approval stage. Detailed design packages were submitted to the Province (MoTI and MFLNRO), RDN Strategic and Community Development Services, the Agricultural Land Commission, the

Island Corridor Foundation (ICF) and Southern Railway of Vancouver Island (SVI). A proposed Memorandum of Understanding with ICF was developed to address deferred compliance with federal transport regulations on the inactive Alberni Line (see E&N Rail Trail – Deferred Road Crossing Compliance Staff Report, January 25, 2016). Requisite approvals from the Province, Development Services and the ALC have been received and work nears completion on approvals by SVI and ICF.

Over the fall of 2015, staff also worked with the City of Parksville on the design and development of a short stretch of Rail Trail situated within the City of Parksville’s Springwood Park. This Park will stand as the eastern trailhead for the Coombs to Parksville Rail Trail, as well as for the Top Bridge to Parksville Rail Trail that the City expects to build on top of planned waterworks infrastructure.

In late November 2015, staff issued a Request for Qualifications for the Coombs to Parksville tender/tender upgrade. Nine compliant submissions were received and evaluated, and in January 2016 five firms were notified that they have been pre-qualified to participate in the tender/tender upgrade process. In alphabetical order, the successful firms are: Bowerman Excavating Ltd., Copcan Civil Ltd., Knappett Industries (2006) Ltd., David Stalker Excavating Ltd., and Windley Contracting Ltd.

Total Coombs to Parksville Rail Trail planning and development costs for a gravel-surfaced 3 m wide 7 km long accessible multi-use trail are estimated to fall in the \$3M to \$4M range. The primary funding source for the project remains Regional Gas Tax money (\$2.6M). In addition, Community Works Funds (\$400,000 from Electoral Area F and \$125,000 from Electoral Area G) can be made available for the project along with \$671,700 in Regional Parks capital funds.

The competitive bidding through the tender/tender-upgrade process will provide actual trail development costs and staff will return to the Board in late March with a recommended development plan that meets the available budget.

It is noted that there are a number of trail design factors that can be adjusted to bring project costs down and staff will be working through the tender process to identify a feasible and affordable final design plan for Coombs to Parksville Rail Trail.

## **ALTERNATIVES**

1. That staff proceed to tender for the Station Rd to Church Rd phase of the Coombs to Parksville Rail Trail with a tender upgrade for the Church Rd to City of Parksville phase.
2. Provide alternate direction to staff.

## **FINANCIAL IMPLICATIONS**

Regionally Significant Projects Funds (Federal Gas Tax) in the amount of \$2.6 million are committed to the Rail Trail project. Electoral Area F and G Community Works Funds (CWF) in the amounts of \$400,000 and \$125,000 respectively are available for commitment to the Rail Trail project, along with \$671,717 in 2016-2020 provisionally approved Regional Parks Capital funds, for a total available project budget of approximately \$3.8 million. Final commitment of CWF and Regional Parks Capital funds will take place in association with approval of final development plan and construction contracts for the Rail Trail, anticipated to be placed before the Board in late March 2016.



Maintenance of the Rail Trail, including annual spot repair of gravel surfacing, redressing every 10 – 15 years and, should the Alberni Line become active, compliant road crossing infrastructure, will be covered through annual Regional Parks budgets and long-term asset management planning.

### STRATEGIC PLAN IMPLICATIONS

A Regional Trail connecting urban Oceanside with the long-standing well-recognized tourist hub of Coombs will provide a viable active transportation corridor for both residents and visitors alike. Active transportation infrastructure is key to reducing people’s reliance on vehicle transit and achieving healthy lifestyles. The primary reason visitors come to Vancouver Island is to enjoy the outdoors, and demand for places to walk, cycle and run while they explore the mid-Island area is high. Residents of Oceanside seek the ability to leave home for a walk, cycle or run without having to get in a car. Just as the Galloping Goose in Victoria has helped to revolutionize commuting and transit patterns in that centre, so will the Regional Trail help open up possibilities for residents of Areas F, G, Parksville and Qualicum Beach in particular to start making the change from fossil fuel driven transit to human powered transit as they move around within their communities.

### SUMMARY/CONCLUSIONS

The Coombs to Parksville Rail Trail Project is in final stage of design approval. A Request for Qualifications process has identified five interested firms ready to participate in the tender/tender upgrade for Rail Trail development to the City of Parksville boundary. General arrangements have been made with the City of Parksville for the design and development of the short piece of Rail Trail situated within the City (Springwood Park trailhead). Estimated total project costs for planning and development of the entire Coombs to Parksville Rail Trail range from \$3M to \$4M. Project funding consists of \$2.6 million in committed gas tax money, with approximately \$1.2 million in Community Work Funds and Regional Parks Capital funds available to be committed to the project once the tender/tender upgrade process has clarified a feasible and affordable design and construction plan.



---

Report Writer



---

Manager Concurrence



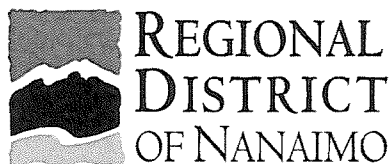
---

G.M. Concurrence



---

C.A.O. Concurrence



RDN REPORT		
CAO APPROVAL		✓
EAP		
CoW	✓	
JAN 27 2016		
RHD		
BOARD		
		DATE: January 25, 2016

**STAFF REPORT**

**TO:** Wendy Marshall  
Manager of Parks Services

**MEETING:** CoW – February 9, 2016

**FROM:** Joan Michel  
Parks and Trails Coordinator

**FILE:**

**SUBJECT: E&N Rail Trail – Deferred Road Crossing Compliance MoU**

**RECOMMENDATION**

That the Deferred Road Crossing Compliance (Alberni Line Rail Trail) Memorandum of Understanding with the Island Corridor Foundation be approved and executed.

**PURPOSE**

To gain approval to defer compliance with Transport Canada road crossing regulations as concerns the development of the Parksville to Coombs rail trail along the inactive E&N Alberni Line until such time as the Alberni Line becomes active, and to execute a Memorandum of Understanding with the Island Corridor Foundation (ICF) to that effect.

**BACKGROUND**

In September 2011, the RDN along with its constituent municipalities concluded a Licence of Occupation with the Island Corridor Foundation to enable trail development beside the rail on the E&N corridor lands. Similar licences were concluded by the other Vancouver Island regional districts that have E&N rail. Development around rail is regulated by Transport Canada. An area of particular concern is the safety of rail and road junctions and the Canadian grade crossing standards were updated and approved by Transport Canada in 2014 after many years in review. The 2011 ICF-RDN rail trail licence references the then draft standards and commits the RDN to complying with federal standards when building rail trail.

The RDN’s proposed Rail Trail project to connect downtown Coombs in Electoral Area F with the City of Parksville (Springwood Park) is primarily situated on the Alberni Line of the E&N. Six road crossings are involved, three public (Virginia, Church and Fairdowne Roads) and three private, with Church Road being the busiest public road crossing. Unlike the Victoria Line of the E&N, the Alberni Line has been inactive for the approximately 10 years and has no formal operator. ICF has no concrete plans in place to reactivate the Alberni Line in the short- or mid-terms.

In dense urban areas, compliance with federal crossing standards requires the installation of complex and costly signal infrastructure. In rural areas where population density and traffic volumes are lower, the complexity of infrastructure and the costs decrease. In the case of the Coombs to Parksville stretch of the E&N, the rural landscape won’t require complex crossings but, at least in the case of Church Road, some sizeable crossing costs could be necessary. However, it has been determined that because the Alberni Line is inactive it is not possible at this time to determine crossing compliance specifications or

costs for this line. Further, efforts to try and build compliant crossings while the line is inactive would neither guarantee compliance when the line does become active nor eliminate the need to make costly adjustments at that time.

Currently, there are no trains operating on the Alberni Line nor are there any plans to resume operation in the near future. As long as this is the case, the rail-road crossing risk, which is the subject of federal regulation, is zero. Given these conditions, which are expected to persist for some time, current Coombs to Parksville rail trail design is focused on safety conscious trail crossings of roads near the inactive rail. In the case of the Church Road, a zebra pedestrian crossing beside the inactive tracks means pedestrians, cyclists and equestrians will cross the road at an already well-known and signed slower traffic spot. The Ministry of Transportation and Infrastructure has approved the location and agrees that it is the safest spot to direct trail users across Church Road.

In the interest of moving forward with rail trail development, recognizing that it will likely be some time before the Alberni Line becomes active, and rather than impose standards based on hypothetical rail activity requiring costly infrastructure that may not ultimately suffice, the ICF has agreed to defer the ICF-RDN licence requirement to comply with rail-road crossing standards along the Alberni Line until such time as this line becomes active. A draft Memorandum of Understanding (see Appendix I) to this effect has been reviewed and approved by the ICF. If and when the RDN is notified that the Alberni Line is to become active, the RDN would have up to three years to undertake any needed queuing studies, obtain engineered crossing plans and upgrade the rail trail road crossings as appropriate for the time. For clarification, use of speeder cars on a rail line does not make it 'active'.

## **ALTERNATIVES**

1. That the Deferred Road Crossing Compliance (Alberni Line Rail Trail) Memorandum of Understanding with the Island Corridor Foundation be approved and executed.
2. That the Deferred Road Crossing Compliance Memorandum of Understanding not be approved and alternative direction be provided.

## **FINANCIAL IMPLICATIONS**

Deferring the matter of compliant rail-road crossings along the Alberni Line rail trail corridor until such time as the Line becomes active will reduce the cost of developing rail trail now. Insofar as any compliance efforts made today could well prove inadequate by the time the Line becomes active, deferred compliance allows the Region to avoid ill-conceived premature compliance efforts. The potential need to upgrade the rail trail crossings in the future will be accounted for in long-range Regional Park capital planning.

## **STRATEGIC PLAN IMPLICATIONS**

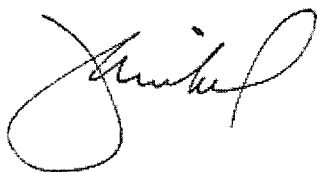
Rail Trail is active transportation infrastructure and a powerful means to encourage healthy, active lifestyles in the Region as well as to develop area tourism. Working within the E&N rail corridor brings its own costs, but at least in the case of the inactive Alberni Line, there is opportunity through deferred road crossing compliance to set in place a generation of use without some of the typical costs associated with a live rail.

## SUMMARY/CONCLUSIONS

The RDN's 2011 rail trail agreement with the Island Corridor Foundation requires the RDN to comply with federal railway crossings standards. The Alberni Line of the E&N is not however active nor is it expected to become active for some time. The safety risk addressed in the crossing standards is non-existent as long as the Line is inactive. The Island Corridor Foundation accepts that application of federal standards to an inactive line does not make sense. Further, it is agreed that until the line becomes active, it is not possible to actually identify required compliance measures, which can be costly.

A memorandum of understanding (Appendix I) has been drafted which would permit the RDN to defer the requirement to comply with federal crossing standards until the Alberni Line is readied for active use. If and when the RDN is notified that the Alberni Line is to become active, the RDN would have up to three years to undertake any needed queuing studies, obtain engineered crossing plans and upgrade the rail trail road crossings as appropriate for the time.

ICF has approved the draft MoU. Measures to reflect a potential future upgrade cost for E&N Rail Trail will be incorporated into long-term Regional Park capital planning.



---

Report Writer



---

Manager Concurrence



---

G.M. Concurrence



---

C.A.O. Concurrence

**Appendix I**

**Memorandum of Understanding**

**Island Corridor Foundation**

**Deferred Road Crossing Compliance**

**MEMORANDUM OF UNDERSTANDING**

DATED AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

BETWEEN:

**ISLAND CORRIDOR FOUNDATION**  
(Inc. No. 0419938-3)

("ICF")

AND:

**REGIONAL DISTRICT OF NANAIMO**

("RDN")

**WHEREAS:**

- A. Island Corridor Foundation and the Regional District of Nanaimo entered into a Licence of Occupation dated September 14, 2011 (the "**Licence of Occupation**") to govern the use and occupation of a portion of the rail corridor for a multi-purpose use trail (the "**Public Trail**");
- B. The Regional District of Nanaimo wishes to undertake certain works of trail construction within the rail corridor that forms part of the Alberni Line Railway Corridor, a rail line currently not in active use;
- C. The parties have agreed that, given the lack of use of the Alberni Line Railway Corridor at the present time, construction of the trail to the standard contemplated by the Licence of Occupation is not necessary at present;

**THE PARTIES HEREBY ACKNOWLEDGE AS FOLLOWS:**

- 1. The parties acknowledge and agree that, as part of the development of a multi-purpose recreational trail along the Alberni Line Railway Corridor, a number of road crossings as set out in Schedule "A" to this Memorandum of Understanding will be constructed that will not, upon completion, comply with the requirements of the Licence of Occupation, and, in particular, without limiting the generality of the foregoing, will not meet the requirements of section 5.2 of the Licence of Occupation, and waives section 5.2 of the Licence of Occupation insofar as necessary to permit the construction and maintenance of crossings by the RDN on an interim basis as set out in this Memorandum of Understanding.
- 2. For the purposes of this Memorandum of Understanding:

- (a) "Active Line Notification Date" shall mean the date which is no more than three (3) years prior to the expected Active Use Date for the Alberni Line Railway Corridor.
  - (b) "Active Use Date" means the date on which trains are to commence operating on the Alberni Line.
3. The RDN acknowledges and agrees that the RDN will undertake a full compliance review and upgrading as required to meet the requirements of section 5.2 of the Licence of Occupation, including all applicable regulatory requirements, commencing as soon as practical following receipt of notice from ICF of the "Active Line Notification Date".
  4. ICF shall provide to RDN prior written notice of the Active Line Notification Date.
  5. The RDN will, between the Active Use Notification Date and the Active Use Date, commence, undertake and complete, at its cost, all studies and works necessary to assure compliance of the Public Trail crossings with the applicable federal regulation and section 5.2 of the Licence of Occupation.
  6. If the RDN is unable to complete works necessary to bring the Public Trail crossings into compliance under section 5.2 of the Licence of Occupation, and applicable regulatory standards by the Active Use Date, then the RDN will not permit use of that crossing by the public until the works are complete.

**IN WITNESS** the parties have signed this Memorandum of Understanding on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ISLAND CORRIDOR FOUNDATION** by its )  
 authorized signatories )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )

**REGIONAL DISTRICT OF NANAIMO** by its )  
 authorized signatories )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )  
 )  
 )  
 \_\_\_\_\_ )  
 Name: )

**SCHEDULE "A"**

(Road crossing draft plans attached - final approved plans pending for Schedule 'A')



RECORD OF REVISIONS				
REV	DATE	BY	ENG	DESCRIPTION
1	01SEP15	BRC	RH	APPROVAL COMMENTS
2	20NOV15	BRC	RH	APPROVAL COMMENTS

E	04DEC15	BRC	RH	ICF APPROVAL
D	01SEP15	BRC	RH	MOTI APPROVAL
C	10AUG15	BRC	RH	APPROVAL
B	03APR15	BRC	RH	75% REVIEW
A	23DEC14	BRC	RH	50% REVIEW
ISS	DATE	BY	ENG	DESCRIPTION

RECORD OF ISSUE

SEAL

PROJECT NO.	1424
DRAWN	BRC
DESIGNED	BRC/RH
CHECKED	RH
APPROVED	RH
DATE	OCTOBER 2014
SCALE	H 1:500 V 1:50

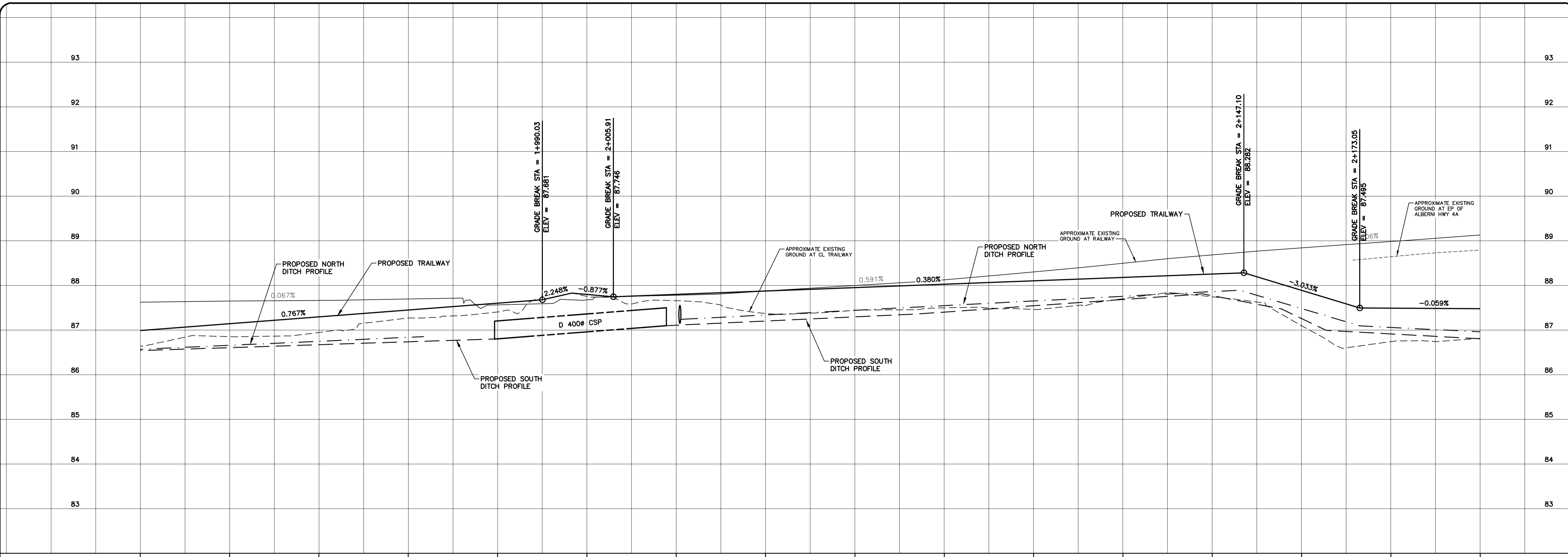


PROJECT  
**E & N RAIL TRAIL  
 COOMBS to PARKSVILLE**

TITLE  
**TRAILWAY – ALBERNI LINE  
 PLAN AND PROFILE**

STA. 1+900 to STA. 2+200

DRAWING No.	REV.	SHEET
1424-06	2	6/39

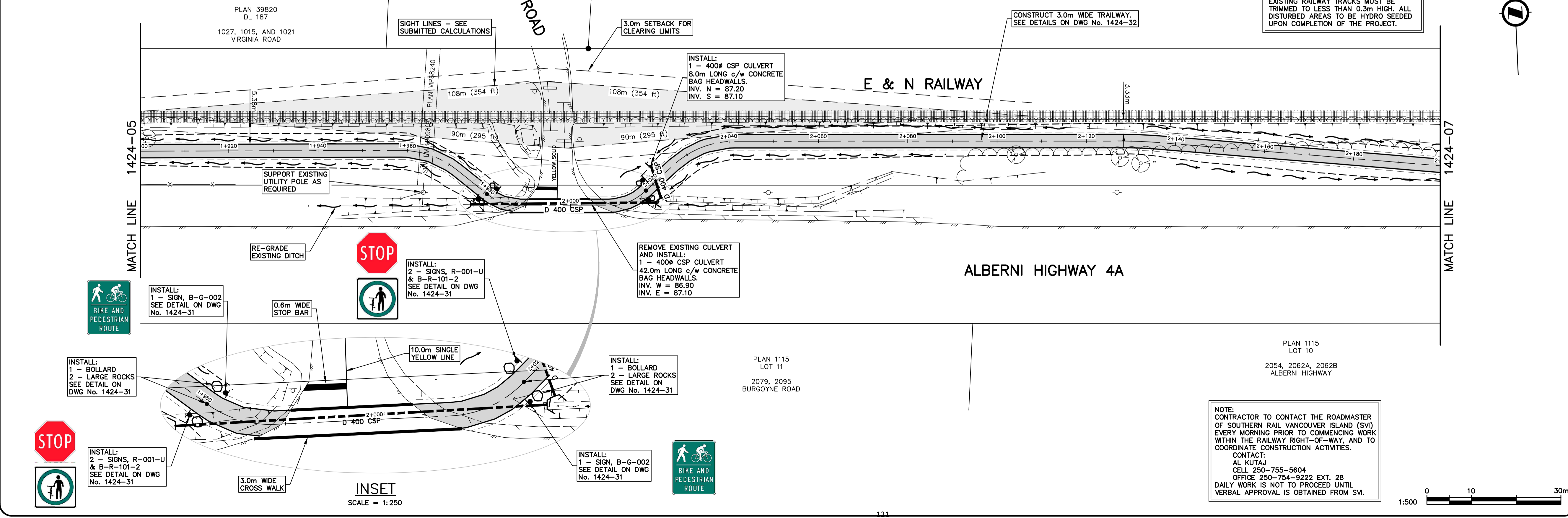


TRAILWAY ELEVATIONS	1+900	1+920	1+940	1+960	1+980	2+000	2+020	2+040	2+060	2+080	2+100	2+120	2+140	2+160	2+180	2+200												
TRAILWAY ELEVATIONS	86.64	86.90	86.85	87.144	86.95	87.297	87.27	87.41	87.41	87.75	87.796	87.66	87.66	87.50	88.028	87.46	88.104	87.70	88.179	87.75	88.250	87.10	87.891	86.74	87.491	86.82	87.460	
TRAILWAY CHAINAGE	1+900	1+920	1+940	1+960	1+980	2+000	2+020	2+040	2+060	2+080	2+100	2+120	2+140	2+160	2+180	2+200												

APPROVALS		
	SIGNATURES	DATE
REGIONAL DISTRICT OF NANAIMO	<i>[Signature]</i>	DECEMBER 4, 2015
SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED		
BRITISH COLUMBIA SAFETY AUTHORITY		
ISLAND CORRIDOR FOUNDATION		

VIRGINIA ROAD (2+000) – SOUTHERN RAILWAY OF VANCOUVER ISLAND MILE 3.90 PORT ALBERNI SUBDIVISION

SIGHTLINES AT ANY CROSSING WILL BE MAINTAINED IN ACCORDANCE WITH THE BRITISH COLUMBIA RAILWAY SAFETY CODE PART 3 CONSTRUCTION AND MAINTENANCE AND TRANSPORT CANADA GRADE CROSSING STANDARDS.



NOTE:  
 CONTRACTOR TO CONTACT THE ROADMASTER OF SOUTHERN RAIL VANCOUVER ISLAND (SVI) EVERY MORNING PRIOR TO COMMENCING WORK WITHIN THE RAILWAY RIGHT-OF-WAY, AND TO COORDINATE CONSTRUCTION ACTIVITIES.  
 CONTACT:  
 AL KUTAJ  
 CELL: 250-755-5604  
 OFFICE: 250-754-9222 EXT. 28  
 DAILY WORK IS NOT TO PROCEED UNTIL VERBAL APPROVAL IS OBTAINED FROM SVI.



RECORD OF REVISIONS				
REV	DATE	BY	ENG	DESCRIPTION
1	01SEP15	BRC	RH	APPROVAL COMMENTS
2	20NOV15	BRC	RH	APPROVAL COMMENTS

ISS	DATE	BY	ENG	DESCRIPTION
E	04DEC15	BRC	RH	ICF APPROVAL
D	01SEP15	BRC	RH	MOTI APPROVAL
C	10AUG15	BRC	RH	APPROVAL
B	03APR15	BRC	RH	75% REVIEW
A	23DEC14	BRC	RH	50% REVIEW

RECORD OF ISSUE				
-----------------	--	--	--	--

SEAL
------

PROJECT NO.	1424
DRAWN	BRC
DESIGNED	BRC/RH
CHECKED	RH
APPROVED	RH
DATE	OCTOBER 2014
SCALE	H 1:500 V 1:50

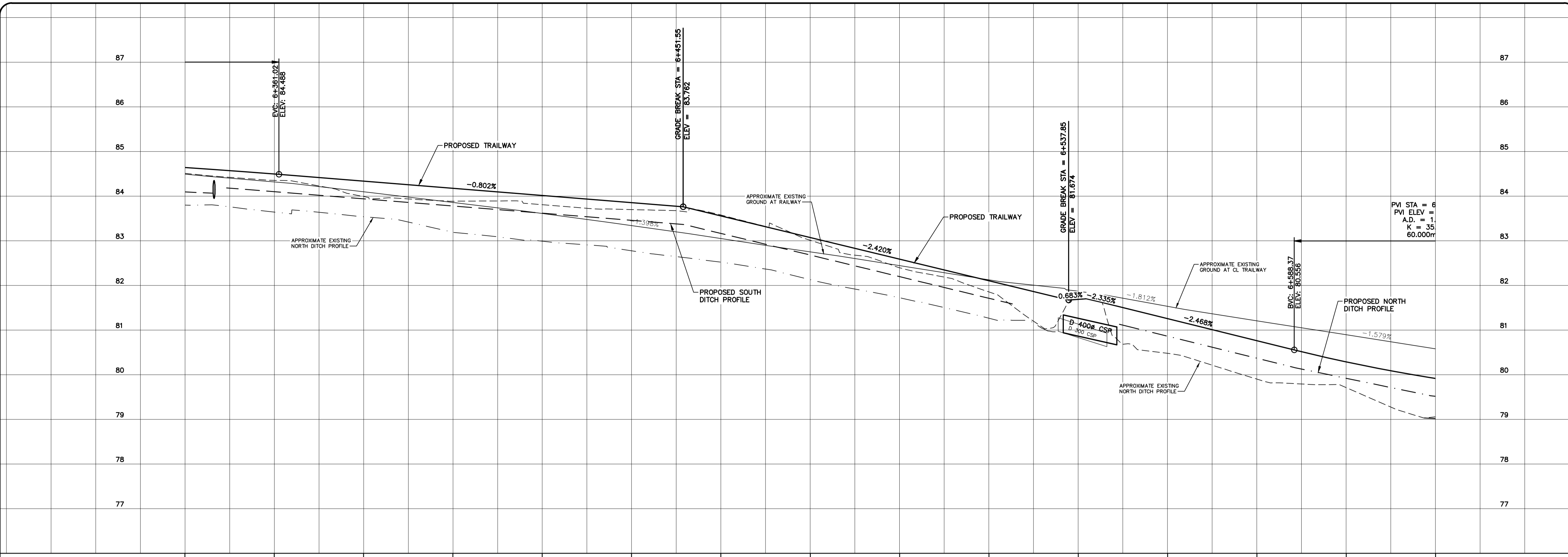


PROJECT  
**E & N RAIL TRAIL  
 COOMBS to PARKSVILLE**

TITLE  
**TRAILWAY – ALBERNI LINE  
 PLAN AND PROFILE**

STA. 6+340 to STA. 6+620

DRAWING No.	REV.	SHEET
1424-21	2	21/39

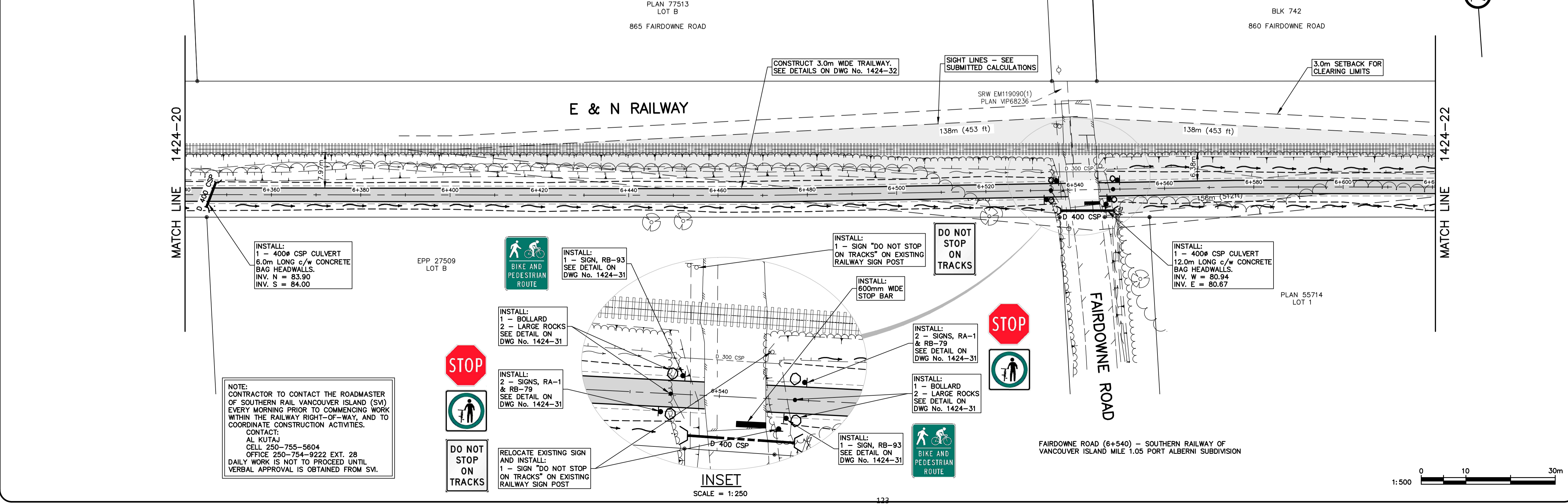


CHAINAGE	ELEVATION
6+340	84.51
6+360	84.496
6+380	83.99
6+400	83.90
6+420	83.81
6+440	83.70
6+460	83.58
6+480	83.01
6+500	82.40
6+520	81.86
6+540	81.60
6+560	80.48
6+580	79.90
6+600	80.288
6+620	79.06

APPROVALS		
	SIGNATURES	DATE
REGIONAL DISTRICT OF NANAIMO	<i>[Signature]</i>	DECEMBER 4, 2015
SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED		
BRITISH COLUMBIA SAFETY AUTHORITY		
ISLAND CORRIDOR FOUNDATION		

SIGHTLINES AT ANY CROSSING WILL BE MAINTAINED IN ACCORDANCE WITH THE BRITISH COLUMBIA RAILWAY SAFETY CODE PART 3 CONSTRUCTION AND MAINTENANCE AND TRANSPORT CANADA GRADE CROSSING STANDARDS.

CLEAR TREES AND VEGETATION AS DIRECTED. ALL VEGETATION REMAINING BETWEEN THE PROPOSED TRAILWAY AND EXISTING RAILWAY TRACKS MUST BE TRIMMED TO LESS THAN 0.3m HIGH. ALL DISTURBED AREAS TO BE HYDRO SEEDED UPON COMPLETION OF THE PROJECT.



NOTE:  
 CONTRACTOR TO CONTACT THE ROADMASTER OF SOUTHERN RAIL VANCOUVER ISLAND (SVI) EVERY MORNING PRIOR TO COMMENCING WORK WITHIN THE RAILWAY RIGHT-OF-WAY, AND TO COORDINATE CONSTRUCTION ACTIVITIES.  
 CONTACT:  
 AL KUTAJ  
 CELL 250-755-5604  
 OFFICE 250-754-9222 EXT. 28  
 DAILY WORK IS NOT TO PROCEED UNTIL VERBAL APPROVAL IS OBTAINED FROM SVI.

RECORD OF REVISIONS				
REV	DATE	BY	ENG	DESCRIPTION
1	02SEP15	BRC	RH	APPROVAL COMMENTS
2	20NOV15	BRC	RH	APPROVAL COMMENTS

ISS	DATE	BY	ENG	DESCRIPTION
E	04DEC15	BRC	RH	ICF APPROVAL
D	02SEP15	BRC	RH	MOTI APPROVAL
C	10AUG15	BRC	RH	APPROVAL
B	03APR15	BRC	RH	75% REVIEW
A	23DEC14	BRC	RH	50% REVIEW

RECORD OF ISSUE				
-----------------	--	--	--	--

SEAL

PROJECT NO.	1424
DRAWN	BRC
DESIGNED	BRC/RH
CHECKED	RH
APPROVED	RH
DATE	OCTOBER 2014
SCALE	H 1:500 V 1:50

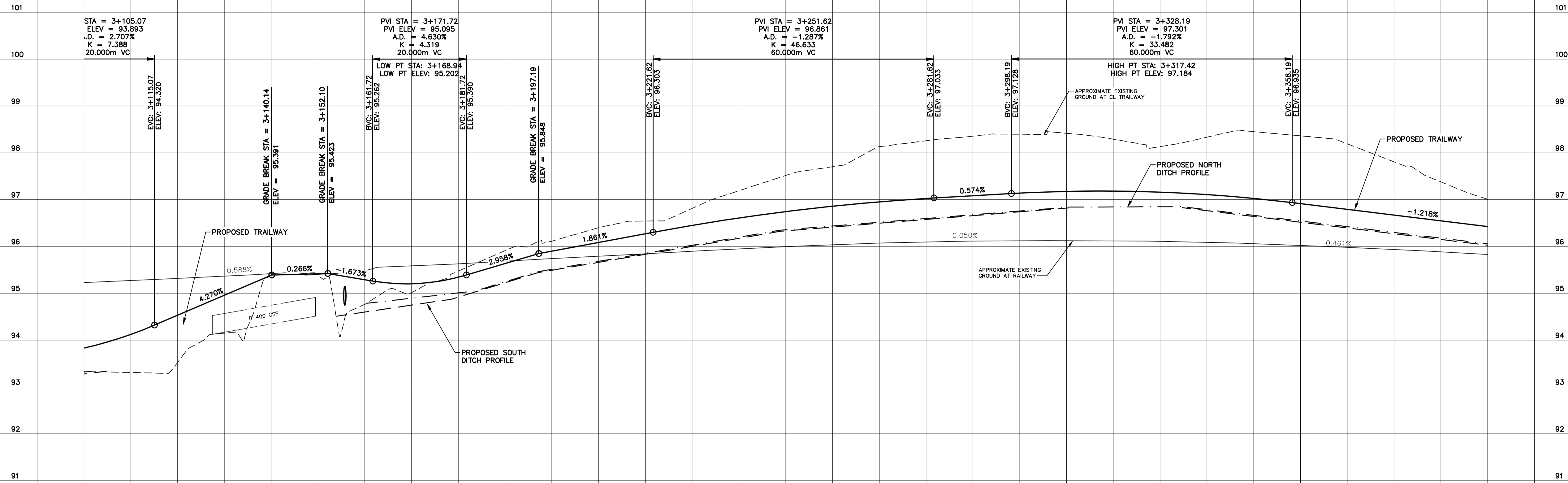


PROJECT  
**E & N RAIL TRAIL  
 COOMBS to PARKSVILLE**

TITLE  
**TRAILWAY - ALBERNI LINE  
 PLAN AND PROFILE**

STA. 3+100 to STA. 3+400

DRAWING No.	1424-10	REV.	2	SHEET	10/39
-------------	---------	------	---	-------	-------



TRAILWAY ELEVATIONS	3+100	3+120	3+140	3+160	3+180	3+200	3+220	3+240	3+260	3+280	3+300	3+320	3+340	3+360	3+380	3+400
TRAILWAY ELEVATIONS	93.33	93.52	93.38	94.76	95.47	96.11	96.54	97.10	97.70	98.26	98.40	98.29	98.53	98.56	97.80	97.01
TRAILWAY CHAINAGE	3+100	3+120	3+140	3+160	3+180	3+200	3+220	3+240	3+260	3+280	3+300	3+320	3+340	3+360	3+380	3+400

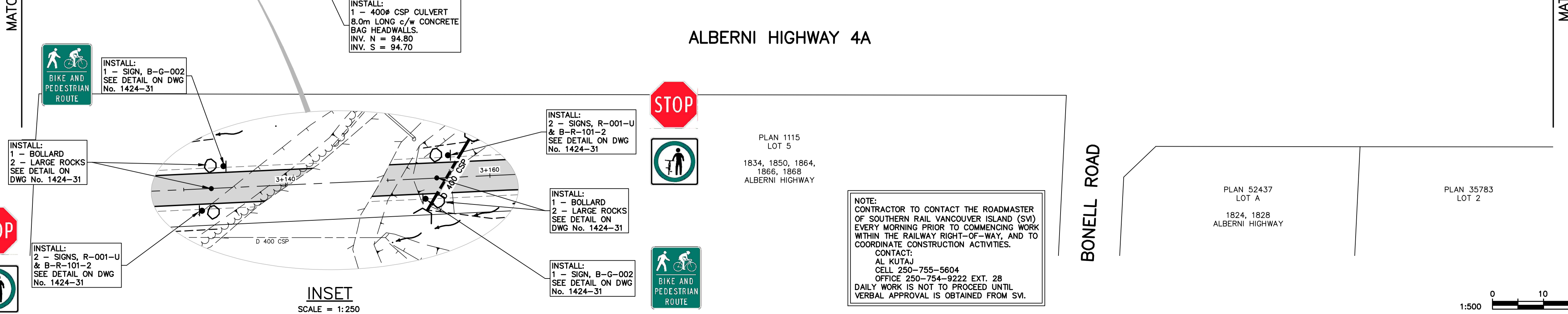
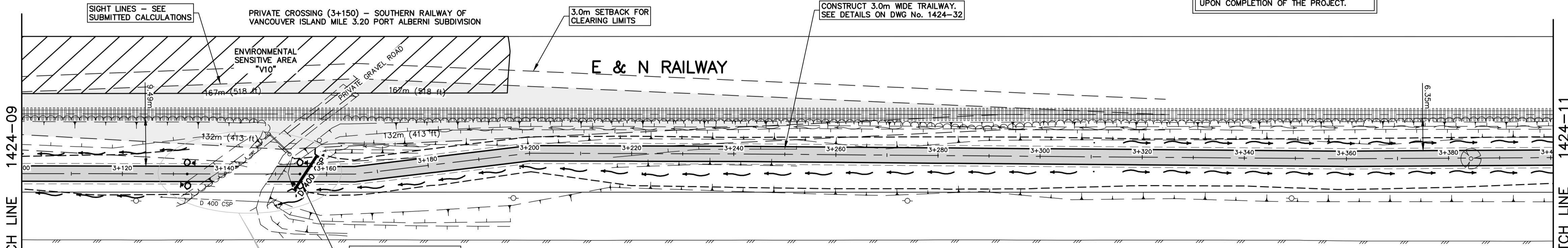
APPROVALS		
REGIONAL DISTRICT OF NANAIMO	SIGNATURES	DATE
SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED	<i>[Signature]</i>	DECEMBER 4, 2015
BRITISH COLUMBIA SAFETY AUTHORITY		
ISLAND CORRIDOR FOUNDATION		

SIGHTLINES AT ANY CROSSING WILL BE MAINTAINED IN ACCORDANCE WITH THE BRITISH COLUMBIA RAILWAY SAFETY CODE PART 3 CONSTRUCTION AND MAINTENANCE AND TRANSPORT CANADA GRADE CROSSING STANDARDS.

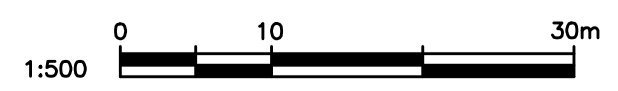
DD 15482F  
DL 138

DD 15482F  
DL 138

CLEAR TREES AND VEGETATION AS DIRECTED. ALL VEGETATION REMAINING BETWEEN THE PROPOSED TRAILWAY AND EXISTING RAILWAY TRACKS MUST BE TRIMMED TO LESS THAN 0.3m HIGH. ALL DISTURBED AREAS TO BE HYDRO SEEDED UPON COMPLETION OF THE PROJECT.



NOTE:  
 CONTRACTOR TO CONTACT THE ROADMASTER OF SOUTHERN RAIL VANCOUVER ISLAND (SVI) EVERY MORNING PRIOR TO COMMENCING WORK WITHIN THE RAILWAY RIGHT-OF-WAY, AND TO COORDINATE CONSTRUCTION ACTIVITIES.  
 CONTACT:  
 AL KUTAJ  
 CELL: 250-755-5604  
 OFFICE: 250-754-9222 EXT. 28  
 DAILY WORK IS NOT TO PROCEED UNTIL VERBAL APPROVAL IS OBTAINED FROM SVI.



RECORD OF REVISIONS				
REV	DATE	BY	ENG	DESCRIPTION
1	02SEP15	BRC	RH	APPROVAL COMMENTS
2	20NOV15	BRC	RH	APPROVAL COMMENTS

ISS	DATE	BY	ENG	DESCRIPTION
E	04DEC15	BRC	RH	ICF APPROVAL
D	02SEP15	BRC	RH	MOTI APPROVAL
C	10AUG15	BRC	RH	APPROVAL
B	03APR15	BRC	RH	75% REVIEW
A	23DEC14	BRC	RH	50% REVIEW

RECORD OF ISSUE

SEAL

PROJECT NO. 1424  
 DRAWN BRC  
 DESIGNED BRC/RH  
 CHECKED RH  
 APPROVED RH  
 DATE OCTOBER 2014  
 SCALE H 1:500 V 1:50

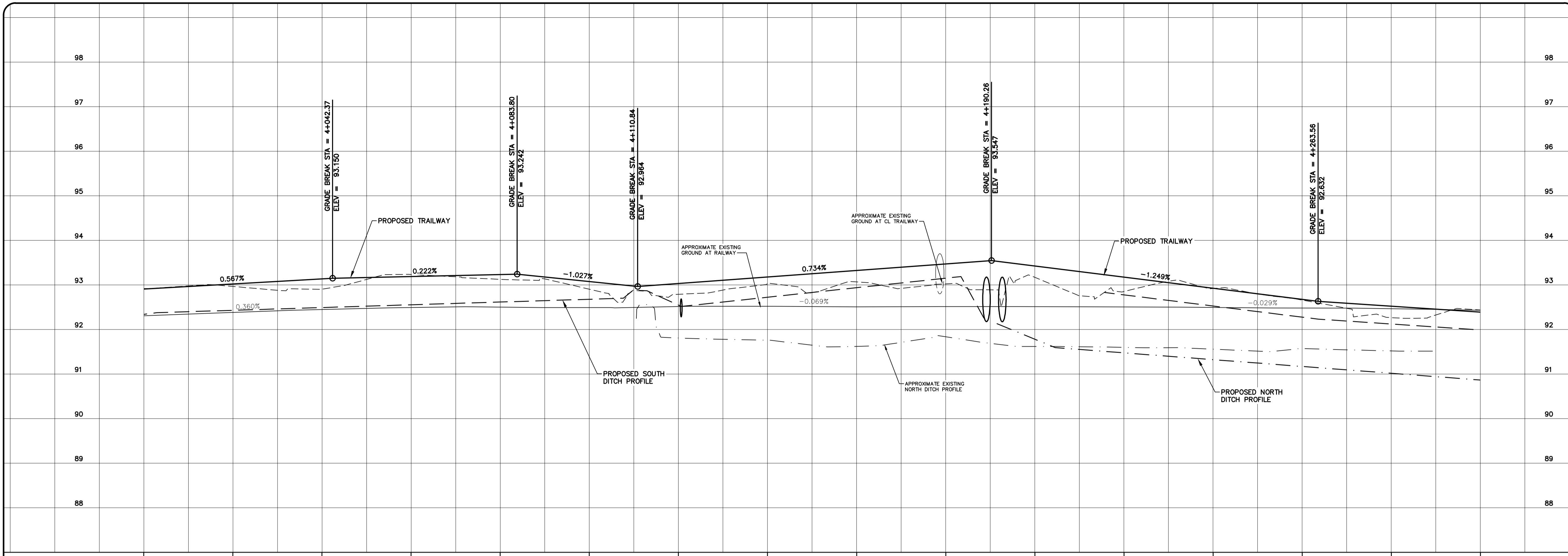


PROJECT  
**E & N RAIL TRAIL  
 COOMBS to PARKSVILLE**

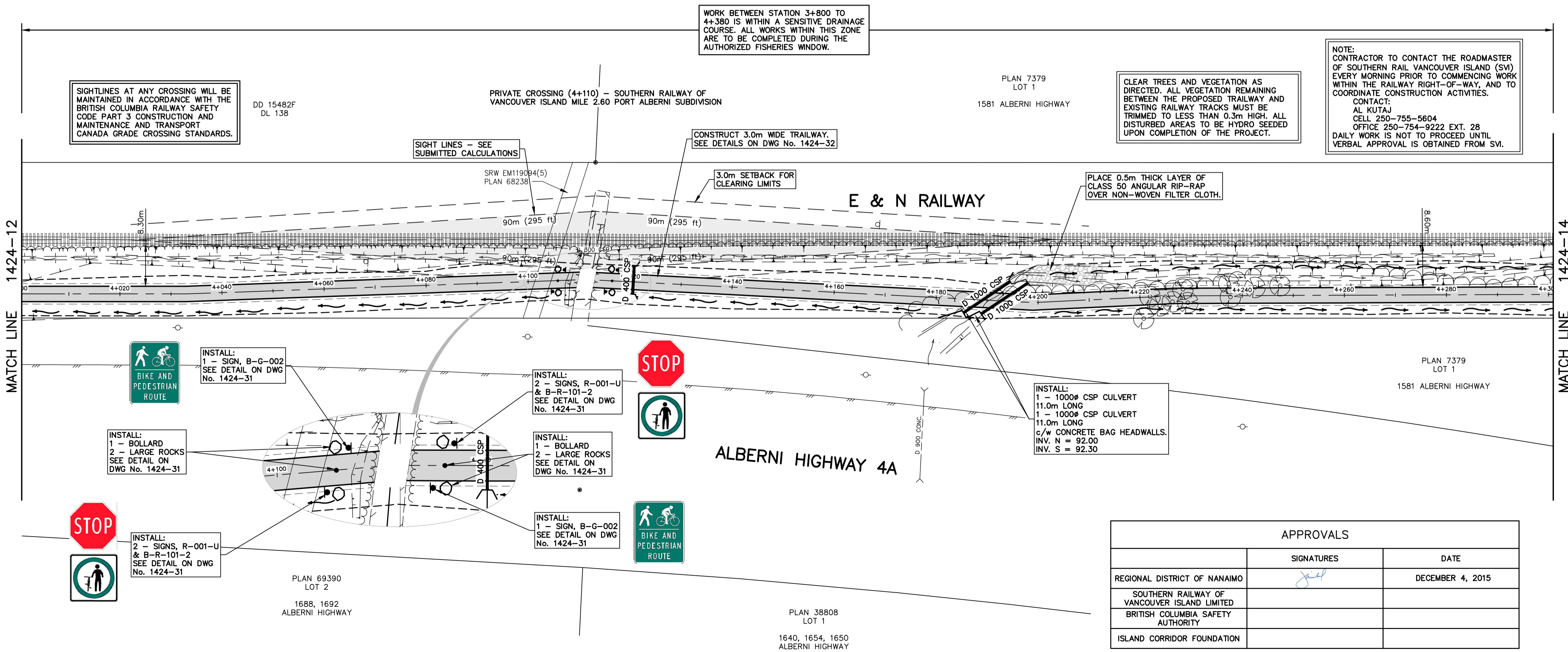
TITLE  
**TRAILWAY - ALBERNI LINE  
 PLAN AND PROFILE**

STA. 4+000 to STA. 4+300

DRAWING No. 1424-13 REV. 2 SHEET 13/39



TRAILWAY ELEVATIONS	92.92	92.909	92.97	93.023	92.90	93.136	93.23	93.189	93.13	93.233	92.90	93.075	92.76	93.031	93.04	93.178	93.07	93.295	93.02	93.472	93.17	93.295	92.85	93.176	92.92	92.926	92.66	92.976	92.97	92.923	92.44	92.90
TRAILWAY CHAINAGE	4+000	4+020	4+040	4+060	4+080	4+100	4+120	4+140	4+160	4+180	4+200	4+220	4+240	4+260	4+280	4+300																



APPROVALS		
	SIGNATURES	DATE
REGIONAL DISTRICT OF NANAIMO	<i>[Signature]</i>	DECEMBER 4, 2015
SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED		
BRITISH COLUMBIA SAFETY AUTHORITY		
ISLAND CORRIDOR FOUNDATION		



RECORD OF REVISIONS				
REV	DATE	BY	ENG	DESCRIPTION
1	01SEP15	BRC	RH	APPROVAL COMMENTS
2	20NOV15	BRC	RH	APPROVAL COMMENTS

E	04DEC15	BRC	RH	ICF APPROVAL
D	01SEP15	BRC	RH	MOTI APPROVAL
C	10AUG15	BRC	RH	APPROVAL
B	03APR15	BRC	RH	75% REVIEW
A	23DEC14	BRC	RH	50% REVIEW

ISS	DATE	BY	ENG	DESCRIPTION
RECORD OF ISSUE				

SEAL

PROJECT NO.	1424
DRAWN	BRC
DESIGNED	BRC/RH
CHECKED	RH
APPROVED	RH
DATE	OCTOBER 2014
SCALE	H 1:500 V 1:50

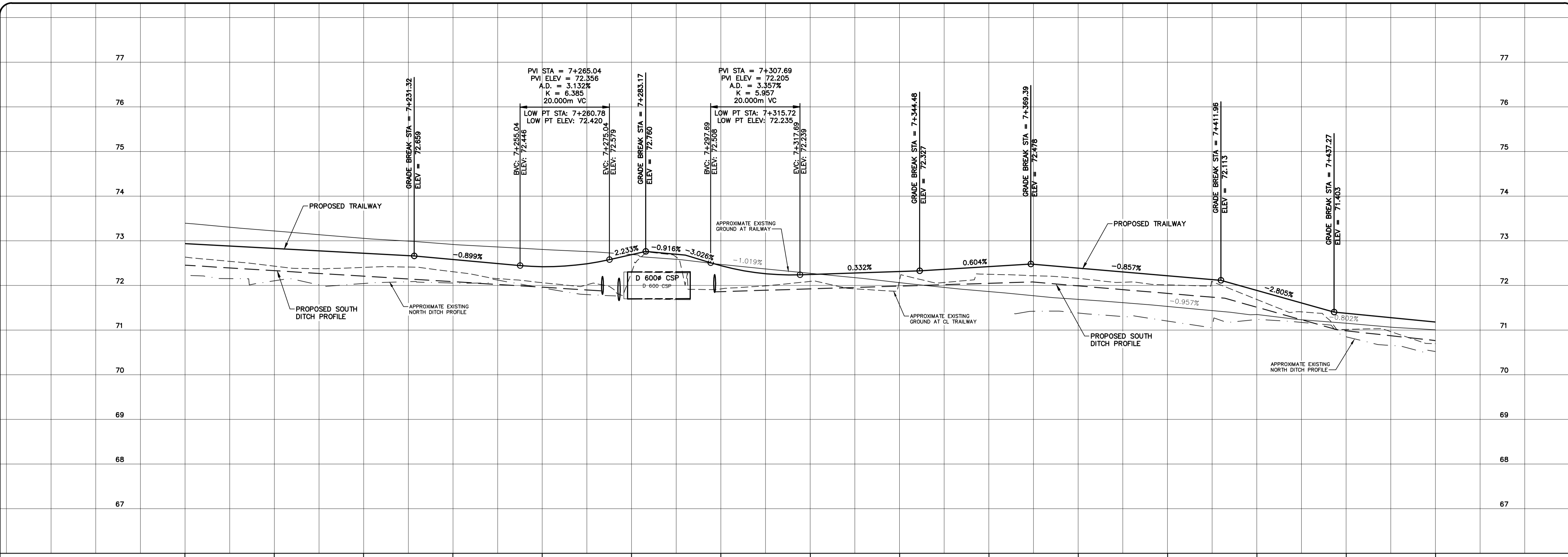


PROJECT  
**E & N RAIL TRAIL  
 COOMBS to PARKSVILLE**

TITLE  
**TRAILWAY – ALBERNI LINE  
 PLAN AND PROFILE**

STA. 7+180 to STA. 7+460

DRAWING No.	REV.	SHEET
1424-24	2	24/39



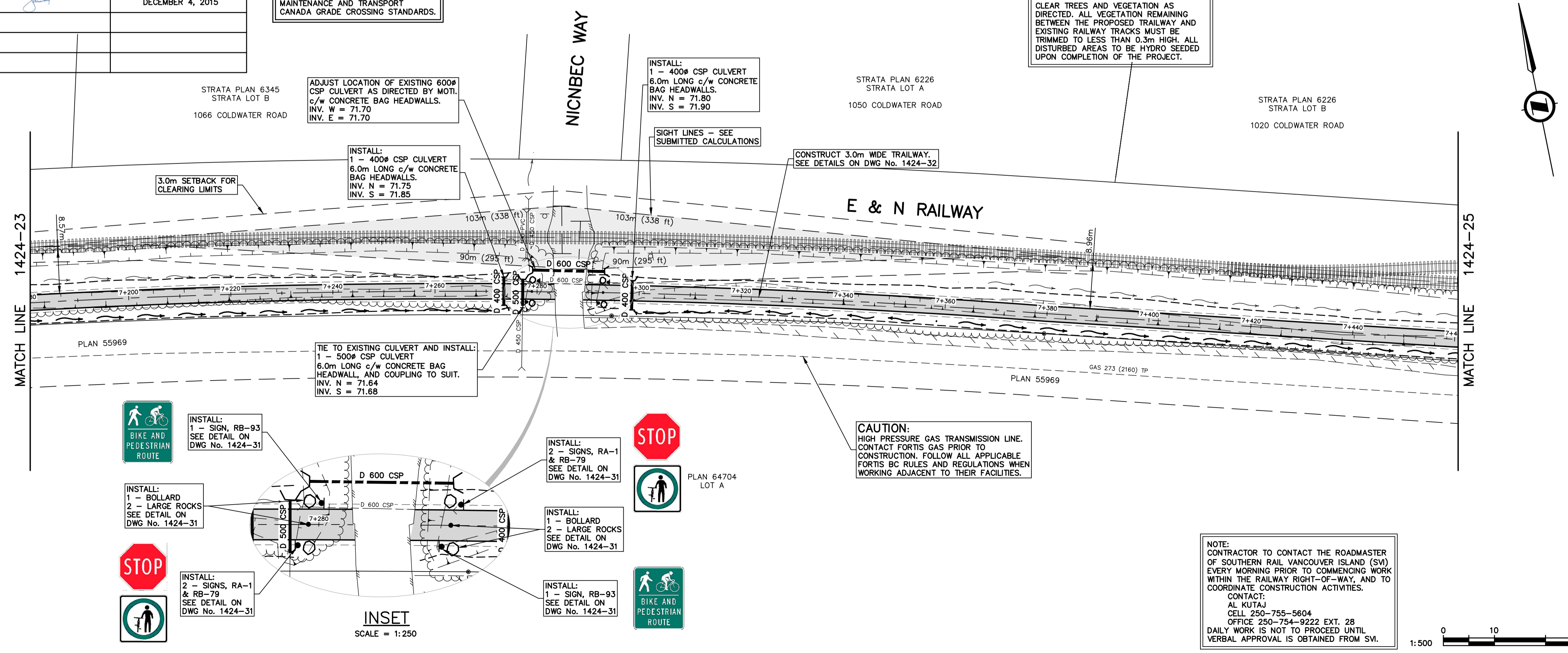
© TRAILWAY ELEVATIONS	72.63	72.855	72.43	72.828	72.45	72.720	72.31	72.381	72.05	72.420	72.30	72.280	71.92	72.443	72.09	72.248	72.12	72.313	72.05	72.421	72.16	72.387	72.01	72.216	71.69	71.888	71.92	71.376	70.69	71.180
© TRAILWAY CHAINAGE	7+180		7+200		7+220		7+240		7+260		7+280		7+300		7+320		7+340		7+360		7+380		7+400		7+420		7+440		7+460	

APPROVALS		
REGIONAL DISTRICT OF NANAIMO	SIGNATURES	DATE
SOUTHERN RAILWAY OF VANCOUVER ISLAND LIMITED		DECEMBER 4, 2015
BRITISH COLUMBIA SAFETY AUTHORITY		
ISLAND CORRIDOR FOUNDATION		

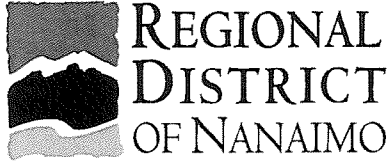
SIGHTLINES AT ANY CROSSING WILL BE MAINTAINED IN ACCORDANCE WITH THE BRITISH COLUMBIA RAILWAY SAFETY CODE PART 3 CONSTRUCTION AND MAINTENANCE AND TRANSPORT CANADA GRADE CROSSING STANDARDS.

NONBEC WAY (7+280) – SOUTHERN RAILWAY OF VANCOUVER ISLAND MILE 0.59 PORT ALBERNI SUBDIVISION

CLEAR TREES AND VEGETATION AS DIRECTED. ALL VEGETATION REMAINING BETWEEN THE PROPOSED TRAILWAY AND EXISTING RAILWAY TRACKS MUST BE TRIMMED TO LESS THAN 0.3m HIGH. ALL DISTURBED AREAS TO BE HYDRO SEEDED UPON COMPLETION OF THE PROJECT.



File: 1424\_17-26.dwg Plot: Times: Dec 04, 2015 - 2:12pm User: brcartmell



RDN REPORT	
CAO APPROVAL	✓
EAP	
CoW	✓
JAN 27 2016	
RHD	
BOARD	

**STAFF REPORT**

**TO:** Wendy Marshall  
 Manager of Parks Services

**DATE:** January 25, 2016

**FROM:** Joan Michel  
 Parks and Trails Coordinator

**MEETING:** CoW – February 9, 2016

**FILE:**

**SUBJECT:** Oakdowne Community Park Licence of Occupation Renewal (Electoral Area H)

**RECOMMENDATION**

That the Regional District accept the Province of B.C.’s 30-year Licence of Occupation offer for Oakdowne Community Park in Electoral Area H.

**PURPOSE**

To review the tenure status of Oakdowne Community Park and obtain approval to renew the park’s Licence of Occupation with the Province of B.C. for a 30 year term.

**BACKGROUND**

In 1994, the RDN established Oakdowne Community Park in Electoral Area H by taking out a 10-year Licence of Occupation with the Province. In 2005, after considering sale of all the Oakdowne area Crown lands including the community park, the Province decided to retain some properties and offered the RDN a second 10-year Licence of Occupation for Oakdowne (2004-14). Around the same time, the RDN was able to secure a limited trail licence over part of three other parcels in the Oakdowne block of Crown lands and saw a statutory right of way in favour of the RDN placed over a large wetland on a fourth parcel.

The Province has now offered to renew the Oakdowne Community Park Licence of Occupation for a term of 30 years (Appendix I). Aside from length of term, the 30-year licence being offered is essentially the same as the 2004-14 version. Oakdowne Community Park is a valued forested park sitting within the lower reaches of the Little Qualicum River watershed. Coastal Fire Centre crews often use the park to practice interface wildfire risk reduction skills. The Community Park anchors a trail network spreading over a number of Crown parcels. Further to community and Board direction, staff will be initiating a Licence of Occupation application process for those other parcels. If successful, this would see the size of the existing Community Park effectively tripled.

**ALTERNATIVES**

1. That the Regional District accept the Province of B.C.'s 30-year Licence of Occupation offer for Oakdowne Community Park in Electoral Area H.
2. That the Licence of Occupation for Oakdowne Community Park not be executed and alternate direction be provided.

**FINANCIAL IMPLICATIONS**

The cost of the 30-year Licence of Occupation for Oakdowne Community Park is \$200 plus GST. This will be covered by the 2016 Electoral Area H community park budget. Park maintenance will be covered by the same budget. No significant development is planned for the existing park at this time.

**STRATEGIC PLAN IMPLICATIONS**

Renewal of the Oakdowne Community Park Licence of Occupation confirms the value placed by the Regional Board on outdoor spaces that provide for recreation while at the same time helping to protect natural habitat. By supporting a 30-year licence at Oakdowne, the Board is able to offer residents of Electoral Area H the surety of knowing that this park will continue to be protected for another generation.

**SUMMARY/CONCLUSIONS**

The 10-year Oakdowne Community Park Licence of Occupation with the Province has expired and the RDN has been offered a 30-year renewal. The cost of renewal is \$200 plus GST. Developed and maintained by RDN Parks staff in collaboration with area residents, Oakdowne is a much valued forested park in the lower Little Qualicum River watershed.



---

Report Writer



---

Manager Concurrence



---

G.M. Concurrence



---

C.A.O. Concurrence



## **Appendix I**

### **Licence of Occupation Agreement**

Oakdown Community Park – Electoral Area H



LICENCE OF OCCUPATION

Licence No.:

File No.: 1407391

Disposition No.: 909447

THIS AGREEMENT is dated for reference May 15, 2014 and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the “Province”)

**AND:**

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

(the “Licensee”)

The parties agree as follows:

**ARTICLE 1 - INTERPRETATION**

1.1 In this Agreement,

“**Agreement**” means this licence of occupation;

“**Commencement Date**” means May 15, 2014;

“**disposition**” has the meaning given to it in the *Land Act* and includes a licence of occupation;

“**Fees**” means the fees set out in Article 3;

“**Hazardous Substances**” means any substance which is hazardous to persons, property or the environment, including without limitation

(a) waste, as that term is defined in the *Environmental Management Act*; and

- (b) any other hazardous, toxic or other dangerous substance, the use, transportation or release into the environment of which, is now or from time to time prohibited, controlled or regulated under any laws or by any governmental authority, applicable to, or having jurisdiction in relation to, the Land;

**“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 that part or those parts of the Crown land either described in, or shown outlined by bold line on, the schedule attached to this Agreement entitled “Legal Description Schedule” except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Transportation Act*) and land covered by water;

**“Management Plan”** means the most recent management plan prepared by you in a form approved by us, signed and dated by the parties, and held on file by us;

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Security”** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law 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.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.

- 
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference 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.
  - 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, 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.
  - 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
  - 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
  - 1.9 Each party 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.
  - 1.10 Any liabilities or obligations of either party arising, or to be performed, before or as a result of the termination of this Agreement, and which have not been satisfied or remain unperformed at the termination of this Agreement, any indemnity and any release in our favour and any other provision which specifically states that it will survive the termination of this Agreement, shall survive and not be affected by the expiration of the Term or the termination of this Agreement.
  - 1.11 Time is of the essence of this Agreement.
  - 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, 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 you or we have 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.
  - 1.13 Any requirement under this Agreement for us to act reasonably shall not require us to act in a manner that is contrary to or inconsistent with any legislation, regulations, Treasury Board directives or other enactments or any policy, directive, executive direction or other such guideline of general application.

## ARTICLE 2 - GRANT AND TERM

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for community park purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 30th anniversary of that date, or such earlier date provided for in this Agreement. We reserve the right to terminate this Agreement in certain circumstances as expressly provided in this Agreement.

## ARTICLE 3 - FEES

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

## ARTICLE 4 - COVENANTS

- 4.1 You must
- (a) pay, when due,
    - (i) the Fees to us 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 for use by you or on your behalf or with your permission;
  - (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
  - (c) observe, abide by and comply with
    - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements including without limitation all laws, bylaws, orders, directions, ordinances and regulations relating in any way to Hazardous Substances, the environment and human health and safety, and
    - (ii) the provisions of this Agreement;

- 
- (d) in respect of the use of the Land by you or by any person who enters upon or uses the Land as a result of your use of the Land under this Agreement, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making 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 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) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;
  - (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
  - (j) not cut or remove timber on or from the Land without being granted the right under the *Forest Act* to harvest Crown timber on the Land;
  - (k) not alter, repair or add to any Improvement that was, or may be, placed on or made to the Land under another disposition or in connection with the use of Land apart from this Agreement, unless you obtain our prior written approval;
  - (l) at our request and at your expense, have a British Columbia Land Surveyor conduct a survey of the Land within 90 days;
  - (m) take all reasonable precautions to avoid disturbing or damaging any archaeological material found on or under the Land and, upon discovering any archaeological material on or under the Land, you must immediately notify the ministry responsible for administering the *Heritage Conservation Act*;
  - (n) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, including without limitation to test and remove soil,
-

groundwater and other materials and substances, where the inspection may be necessary or advisable for us to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances, provided that we take reasonable steps to minimize any disruption of your operations;

- (o) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of one or more of the following:
- (i) any breach, violation or non-performance of a provision of this Agreement,
  - (ii) any conflict between your use of the Land under this Agreement and the lawful use of the Land by any other person, and
  - (iii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,

and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and

- (p) on the termination of this Agreement,
- (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 60 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you, is in the nature of a tenant's fixture normally removable by tenants and is not part of a building (other than as a tenant's fixture) or part of the Land and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),
  - (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
  - (v) restore the surface of the Land as nearly as may reasonably be possible, to the condition that the Land was in at the time it originally began to be used for the purposes described in this Agreement, but if you are not directed or permitted to remove an Improvement under paragraph (iii), this paragraph will not apply to

that part of the surface of the Land on which that Improvement is located,

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

4.2 You will not permit any person who enters upon or uses the Land as a result of your use of the Land under this Agreement to do anything you are restricted from doing under this Article.

4.3 You must not use all or any part of the Land

- (a) for the storage or disposal of any Hazardous Substances; or
- (b) in any other manner whatsoever which causes or contributes to any Hazardous Substances being added or released on, to or under the Land or into the environment from the Land;

unless

- (c) such storage, disposal, release or other use does not result in your breach of any other provision of this Agreement, including without limitation, your obligation to comply with all laws relating in any way to Hazardous Substances, the environment and human health and safety; and
- (d) we have given our prior written approval to such storage, disposal, release or other use and for certainty any such consent operates only as a consent for the purposes of this section and does not bind, limit, or otherwise affect any other governmental authority from whom any consent, permit or approval may be required.

4.4 Despite any other provision of this Agreement you must:

- (a) on the expiry or earlier termination of this Agreement; and
- (b) at any time if we request and if you are in breach of your obligations under this Agreement relating to Hazardous Substances;

promptly remove from the Land all Hazardous Substances stored, or disposed of, on the Land, or which have otherwise been added or released on, to or under the Land:

- (c) by you; or
- (d) as a result of the use of the Land under this Agreement;

save and except only to the extent that we have given a prior written approval expressly



allowing specified Hazardous Substances to remain on the Land following the expiry of the Term.

4.5 We may from time to time

- (a) in the event of the expiry or earlier termination of this Agreement;
- (b) as a condition of our consideration of any request for consent to an assignment of this Agreement; or
- (c) if we have a reasonable basis for believing that you are in breach of your obligations under this Agreement relating to Hazardous Substances;

provide you with a written request to investigate the environmental condition of the Land and upon any such request you must promptly obtain, at your cost, and provide us with, a report from a qualified and independent professional who has been approved by us, as to the environmental condition of the Land, the scope of which must be satisfactory to us and which may include all such tests and investigations that such professional may consider to be necessary or advisable to determine whether or not you have complied with your obligations under this Agreement with respect to Hazardous Substances.

4.6 You must at our request from time to time, but not more frequently than annually, provide us with your certificate (and if you are a corporation such certificate must be given by a senior officer) certifying that you are in compliance with all of your obligations under this Agreement pertaining to Hazardous Substances, and that no adverse environmental occurrences have taken place on the Land, other than as disclosed in writing to us.

## ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) in addition to the other reservations and exceptions expressly provided in this Agreement this Agreement is subject to the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (b) other persons may hold or acquire rights to use the Land in accordance with enactments other than the *Land Act* or the *Ministry of Lands, Parks and Housing Act*, including rights held or acquired under the *Coal Act*, *Forest Act*, *Geothermal Resources Act*, *Mineral Tenure Act*, *Petroleum and Natural Gas Act*, *Range Act*, *Water Act* or *Wildlife Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect); such rights may exist as of the Commencement Date and may be granted or acquired subsequent to the Commencement Date and may affect your use of the Land;

- (c) other persons may hold or acquire interests in or over the Land granted under the *Land Act* or the *Ministry of Lands, Parks and Housing Act*; such interests may exist as of the Commencement Date; following the Commencement Date we may grant such interests (including fee simple interests, leases, statutory rights of way and licences); you acknowledge that your use of the Land may be affected by such interests and the area or boundaries of the Land may change as a result of the granting of such interests;
- (d) you have no right to compensation from us and you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your use of the Land under this Agreement and any use of, or impact on the Land arising from the exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b), and (c);
- (e) this Agreement does not limit any right to notice, compensation or any other benefit that you may be entitled to from time to time under the enactments described in subsection (b), or any other applicable enactment;
- (f) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any interference with your use of the Land as permitted under this Agreement that arises as a result of the lawful exercise or operation of the interests, rights, privileges and titles described in subsections (a), (b) and (c);
- (g) this Agreement is subject to the exceptions and reservations contained in the original grant from the Esquimalt and Nanaimo Railway Company;
- (h) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (i) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(p)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(p)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(p)(iii); and
- (j) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.

---

**ARTICLE 6 - SECURITY AND INSURANCE**

- 6.1 On the Commencement Date, you will deliver to us Security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.

6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.

6.3 We may use the Security for the payment of any costs and expenses associated with any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.

6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.

6.5 You acknowledge that we may, from time to time, notify you to

- (a) change the form or amount of the Security; and
- (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;

and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.

6.6 You must

- (a) without limiting your obligations or liabilities under this Agreement, at your expense, purchase and maintain during the Term the following insurance with insurers licensed to do business in Canada:
  - (i) Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) and property damage, including coverage

for all accidents or occurrences on the Land or the Improvements. Such policy will include cross liability, liability assumed under contract, provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured;

- (b) ensure that all insurance required to be maintained by you under this Agreement is primary and does not require the sharing of any loss by any of our insurers;
- (c) within 10 working days of Commencement Date of this Agreement, provide to us evidence of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (d) if the required insurance policy or policies expire or are cancelled before the end of the Term of this Agreement, provide within 10 working days of the cancellation or expiration, evidence of new or renewal policy or policies of all required insurance in the form of a completed "Province of British Columbia Certificate of Insurance";
- (e) notwithstanding subsection (c) or (d) above, if requested by us, provide to us certified copies of the required insurance policies.

6.7 We may, acting reasonably, from time to time, require you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

6.8 You shall provide, maintain, and pay for any additional insurance which you are required by law to carry, or which you consider necessary to insure risks not otherwise covered by the insurance specified in this Agreement in your sole discretion.

6.9 You waive all rights of recourse against us with regard to damage to your own property.

6.10 Despite sections 6.6 and 6.7, your obligations under those sections are suspended for so long as we in our sole discretion acknowledge our acceptance to you in writing your alternative risk financing program in respect of the matters covered by those sections.

If, in our sole discretion, your alternative risk financing program in respect of the matters covered by sections 6.6 and 6.7 is no longer acceptable to us, we will provide written notice to you and you must, within 60 days of such notice, obtain and provide to us evidence of

compliance with section 6.6 of this Agreement.

#### ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold.
- 7.2 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you provide us with a report as to the environmental condition of the Land as provided in section 4.5.

#### ARTICLE 8 - TERMINATION

- 8.1 You agree with us that
- (a) if you
    - (i) default in the payment of any money payable by you under this Agreement, or
    - (ii) fail 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 your default or failure continues for 60 days after we give written notice of the default or failure to you,
  - (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
  - (c) if you
    - (i) become insolvent or make an assignment for the general benefit of your creditors,
    - (ii) commit 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 you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
    - (iii) voluntarily enter into an arrangement with your creditors;

- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or winding up;
- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim against us for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

## ARTICLE 9 - DISPUTE RESOLUTION

9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts 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, we or you may refer the dispute to 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 our offices (or the offices of our authorized representative) in Nanaimo, British Columbia, and if we or our authorized representative have no office in Nanaimo, British Columbia, then our offices (or the offices of our authorized representative) that are closest to Nanaimo, British Columbia.
- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other 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 us

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS  
Suite 142 - 2080 Labieux Road  
Nanaimo, BC V9T 6J9;

to you

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

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 required 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 us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

**ARTICLE 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 us 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 you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, 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 your reasonable control, other than normal weather conditions, you are delayed in performing any of your 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
- (a) you give notice to us 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 your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You acknowledge and agree with us that
- (a) this Agreement has been granted to you on the basis that you accept the Land on an "as is" basis;
  - (b) without limitation we have not made, and you have not relied upon, any representation or warranty from us as to



- (i) the suitability of the Land for any particular use, including the use permitted by this Agreement;
  - (ii) the condition of the Land (including surface and groundwater), environmental or otherwise, including the presence of or absence of any toxic, hazardous, dangerous or potentially dangerous substances on or under the Land and the current and past uses of the Land and any surrounding land and whether or not the Land is susceptible to erosion or flooding;
  - (iii) the general condition and state of all utilities or other systems on or under the Land or which serve the Land;
  - (iv) the zoning of the Land and the bylaws of any government authority which relate to the development, use and occupation of the Land; and
  - (v) the application of any federal or Provincial enactment or law to the Land;
- (c) you have been afforded a reasonable opportunity to inspect the Land or to carry out such other audits, investigations, tests and surveys as you consider necessary to investigate those matters set out in subsection (b) to your satisfaction before entering into this Agreement;
  - (d) you waive, to the extent permitted by law, the requirement if any, for us to provide you with a "site profile" under the *Environmental Management Act* or any regulations made under that act;
  - (e) we are 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 you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (f) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads.
- 11.7 You agree with us that nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.8 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.

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 *Land Act*  
or the minister's authorized representative

---

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

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

---

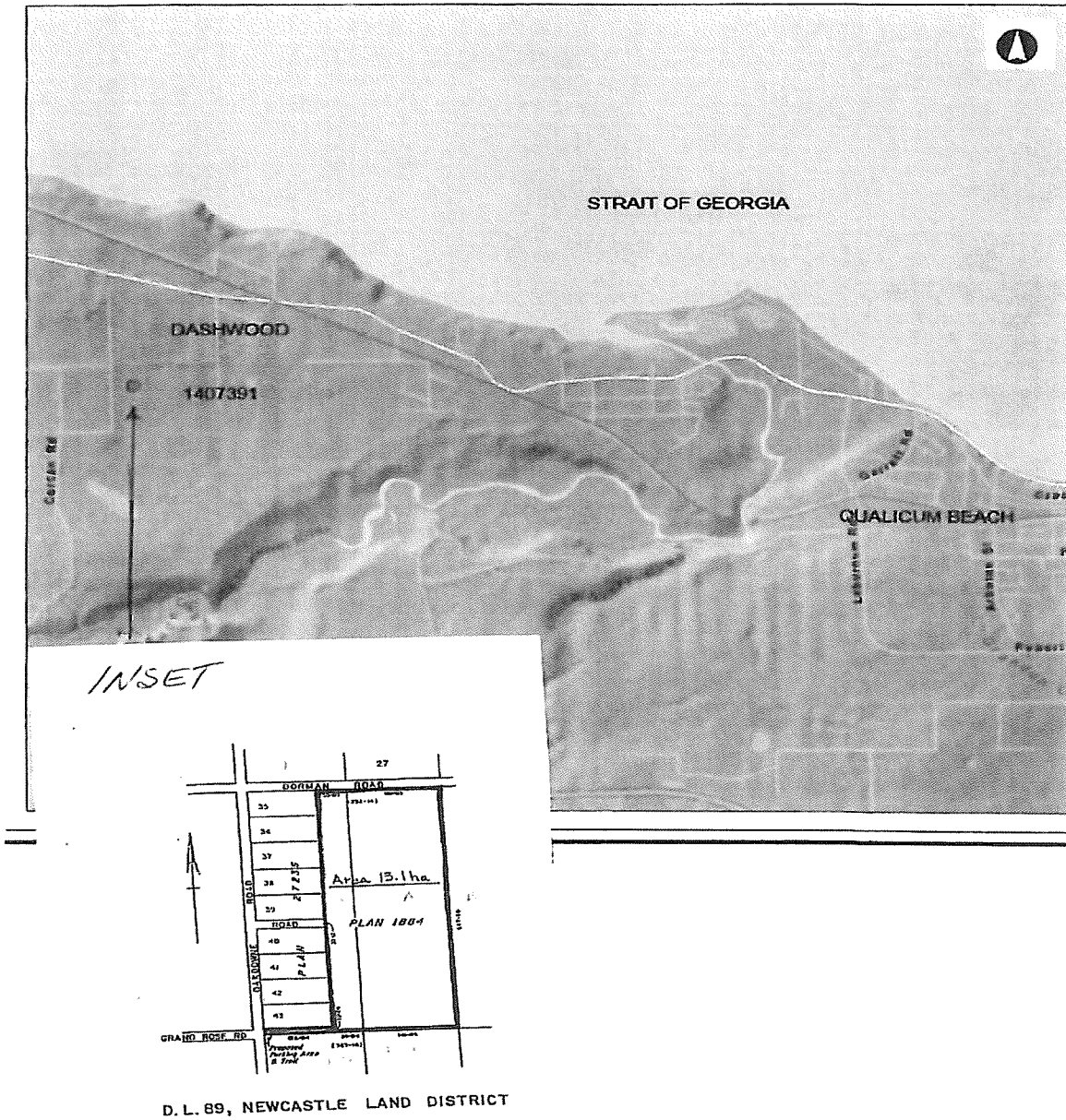
Authorized Signatory

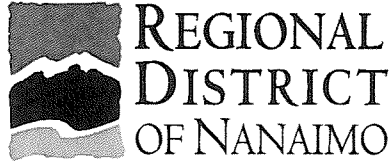
---

Authorized Signatory

LEGAL DESCRIPTION SCHEDULE

LEGAL DESCRIPTION: Lot A and Lot J, District Lot 89E&N, Newcastle District





RDN REPORT		
CAO APPROVAL		✓
EAP		
CoW	✓	
JAN 25 2016		
RHD		
BOARD		

**STAFF REPORT**

**TO:** Mike Donnelly  
 Manager, Water & Utility Services

**DATE:** January 20, 2016

**FROM:** Julie Pisani  
 DWWP Coordinator,  
 Water & Utility Services

**MEETING:** CoW - February 9, 2016

**FILE:** 5600-07

**SUBJECT:** Region-Wide Watering Restrictions Framework

**RECOMMENDATIONS**

1. That the Board support the adoption of the proposed region-wide standard watering restrictions framework in the major water service areas in our region; and
2. That “Regional District of Nanaimo Water Use Regulation Amendment Bylaw No. 1654.02, 2016” be introduced and read three times.
3. That “Regional District of Nanaimo Water Use Regulation Amendment Bylaw No. 1654.02, 2016” be adopted.

**PURPOSE**

To align the watering restrictions framework for the major water service areas in the region, so as to minimize confusion, improve implementation and increase clarity for the public.

**BACKGROUND**

In September 2015 the Board directed staff to work with member municipalities and other water purveyors to review standardized regional drought communication protocols and water restrictions policies in an effort to streamline communications to the public.

The major water service areas in our region are as follows:

- Deep Bay Improvement District
- Bowser Waterworks
- Qualicum Bay Horne Lake Waterworks
- Town of Qualicum Beach
- City of Parksville
- RDN Water Service Areas (8 in total)
- EPCOR French Creek
- District of Lantzville
- City of Nanaimo
- North Cedar Improvement District

Each water purveyor has historically had their own individual watering restriction framework implemented in their service area. The different restriction standards were based on the operational differences between systems.

However, in the summer of 2015, when drought conditions began impacting some water supplies in our region, communication became difficult because the “Levels” or “Stages” were defined differently in each service area creating confusion for some residents.

Other regions in BC have streamlined their water restrictions framework to assist with communication. Examples are the Cowichan Valley Regional District, Sunshine Coast Regional District and Metro Vancouver.

To review possibilities for standardized watering restriction definitions in our region, staff from the major water purveyors listed above met three times to discuss needs, challenges and opportunities for alignment. The goal: to have all major water purveyors adopt the same framework for watering restrictions. In other words, Stage 1, 2, 3, 4 would mean the same thing across the region. To reach this agreement it was acknowledged that not all water systems need to be at the same Stage at the same time, as long as the Stages are defined consistently. This approach recognizes that different systems will have different supply concerns due to the varying water sources, yet it allows for consistency in the Stage definitions to aid in communication.

Providing one webpage that all residents can go to in order to find information on what restriction stage is in effect for their community system was universally acknowledged as an important communication tool. The RDN, through its regional Drinking Water and Watershed Protection (DWWP) function, is well positioned to host a webpage of this nature. It will be map-based so residents can easily determine what water service area they are in. Their area will be colour-coded and interactive, displaying information on watering restrictions. Properties outside of water service areas will be clearly marked as having “no restrictions” as private wells are not subject to watering restrictions that come into effect for customers of community water systems.

In addition to web-based mediums, radio, print, social media and face-to-face approaches will assist with relaying information about the new standardized framework to water customers. Communication protocols will ensure a collaborative, clear approach to communication is maintained.

This alignment of watering restrictions policies will help avoid confusion among residents, and assist staff in communicating to customers. Water restrictions are an important tool to curb water usage when water supplies are stressed by dry summer conditions (see Figure 1). Highlights from the new framework include:

- Stage 1 provides flexibility for less-stressed systems to still participate in the framework.
- Stage 2 limits use in an easy to understand and operationally sound way.
- Stage 3 requests further voluntary reductions prior to implementing a ban, enabling residents to choose where they cut back, and providing an opportunity to defer a comprehensive ban.
- Stage 4 bans non-essential water use – particularly automated sprinkling, vehicle washing and outdoor surface washing – when supplies are stressed and voluntary reductions beyond Stage 2 are not sufficiently decreasing demand.

Vegetable watering is exempt from all restrictions. Drip irrigation and hand-watering are also exempt from the Stage 4 ban, but restricted to permitted times.

Exemptions for commercial enterprises which require water to facilitate normal business, essential municipal infrastructure (i.e. select playing fields), nurseries and tree farms are also included in the proposed framework, to minimize economic impact while ensuring water supplies are conserved (See Figure 2).

This standard framework for watering restrictions was arrived at through consensus with all major water purveyors in our region. If adopted, water use regulation bylaws will need to be updated in each jurisdiction. The bylaw pertaining to RDN Water Service Areas is Water Use Regulations Bylaw 1654; the proposed amendment is attached as Bylaw No. 1654.02, 2016.

**ALTERNATIVES**

1. That the Board support the proposed region-wide watering restrictions framework, and, that Bylaw Amendment No. 1654.02 be adopted.
2. That the Board provide alternate direction to staff.

**FINANCIAL IMPLICATIONS**

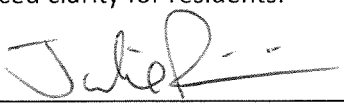
The regional webpage for water restrictions information will be funded via the regional DWWP program and is estimated to cost \$3,000.

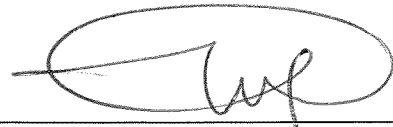
**STRATEGIC PLAN IMPLICATIONS**


This region-wide approach to defining watering restrictions is aligned with the Board strategic policy of Regional Collaboration. It is consistent with strategic action of strengthening the working relationships between municipalities and electoral areas in the RDN and increasing operational effectiveness through cooperation. It also aligns with the strategic goal to improve water conservation and efficiency, as well as improving communications to residents.

**SUMMARY/CONCLUSIONS**

Water service delivery and regional communications during the dry months will be improved and strengthened by streamlining the watering restrictions framework for water purveyors across the region. Adopting the proposed standard framework, which was arrived at by consensus between all major purveyors, will promote regional collaboration and result in operational efficiency gains and enhanced clarity for residents.

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

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

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


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

FIGURE 1: Table of Water Restriction Stages

STAGE		1	2	3	4
WHEN	Effective Date	April - October	May, June, July, August, September	Voluntary Household Water Use Reductions – implemented as required, prior to enforced lawn watering ban	As Required
	Sprinkling Times	Between 7 PM – 7 AM	7-10 AM <u>OR</u> 7-10 PM for a MAX of 2 HOURS		SPRINKLING BAN: LAWN WATERING NOT PERMITTED
	Frequency	Any Day	Every Other Day Even# Houses – Even Days Odd # Houses – Odd days		
HOW	Pop-Up Spray, Rotors and Sprinklers	Only during permitted times	Only during permitted times		NOT PERMITTED
	Hand-Watering* <small>(trees, shrubs, vegetables)</small>	ANYTIME <small>(advised to water in the early morning or in the evening )</small>			ONLY BETWEEN 7-10 AM or PM
	Micro / Drip* Irrigation	ANYTIME – advised to check for leaks			
WHAT	Watering Lawns	Permitted during sprinkling times	Permitted during sprinkling times/ days		NOT PERMITTED
	Watering Ornamental Shrubs, Flowers and Trees	Permitted during sprinkling times	Permitted during sprinkling times/days		ONLY WITH DRIP or HAND WATERING
	Watering Vegetable Gardens or Fruit Trees	ANYTIME <small>(advised to water in the early morning or in the evening - less evaporation)</small>			ANYTIME <small>(advised to water in the early morning or in the evening )</small>
	Washing Vehicles, Boats, Houses	ONLY WITH HOSE WITH SHUT OFF DEVICE	ONLY WITH HOSE WITH SHUT OFF DEVICE	NOT PERMITTED Only exception is for safety	
	Washing Sidewalks or Driveways	ANYTIME <small>(advised to use a broom)</small>	ANYTIME <small>(advised to use a broom)</small>	NOT PERMITTED	
	Filling Fountains, Pools or Hot Tubs	ANYTIME	ANYTIME	NOT PERMITTED	
	New Lawn Permits	Can apply for permit	Can apply for permit	NO PERMITS ISSUED	

FIGURE 2: Quick Reference

**Exemptions for Water Restrictions:**

- Nurseries, turf farms, tree farms
- Essential municipal infrastructure i.e. select playing fields
- Car dealerships, car washes
- Other commercial enterprises which require water use to facilitate normal business activities: (e.g. power washing companies, window washing companies etc.)

\*Note: these exemptions do not apply to North Cedar Improvement District (please see [www.ncid.bc.ca](http://www.ncid.bc.ca) for more info) or to the District of Lantzville (please see [www.lantzville.ca](http://www.lantzville.ca) for more info).

Definitions:

- **Micro and Drip Irrigation:**  
“Delivers water to the root zone of the plants and uses less than 20 gallons per hour at less than 25 psi.”
- **Hand-watering**  
“Delivering water by hose with spring-loaded nozzle shut-off device or hand-held container.”

**Concept:**

That all water purveyors in the Regional District of Nanaimo adopt consistently defined water restrictions stages, to minimize confusion for residents on community water systems across the region. Includes:

- Deep Bay Improvement District
- Qualicum Bay Home Lake Waterworks
- Bowser Waterworks
- Town of Qualicum Beach
- City of Parksville
- RDN Water Service Areas
- EPCOR
- District of Lantzville
- City of Nanaimo
- North Cedar Improvement District

**Key Principles:**

- The Stages will be consistently defined, but it is at the discretion of the individual water utility to implement the appropriate level of restrictions for their system and the effective dates.
- Media communications will be comprehensive to include information on where each Utility in the region is at with regards to restrictions, along with the parameters of each stage. The media roll out will include newspapers, Shaw Cable, radio, and local publications.
- A one-window online hub for watering restrictions across the region will be offered via Team WaterSmart (website hosted by the RDN) and linked to by each water purveyor. It will be map based to show where each water purveyor operates, colour-coded according to current restriction stage, and have roll-over bubbles to give quick facts (name of purveyor, website, number of connections, water source).
- Plan to go to Boards/Councils in February; announce the new standard restrictions to the public in March.



**REGIONAL DISTRICT OF NANAIMO**

**BYLAW NO. 1654.02**

**A BYLAW TO AMEND REGIONAL DISTRICT OF NANAIMO WATER  
USE REGULATION BYLAW. NO. 1654, 2012**

WHEREAS the Board of the Regional District of Nanaimo wishes to amend “Regional District of Nanaimo Water Use Regulation Bylaw No. 1654, 2012”;

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

**1. Citation**

This bylaw may be cited as “Regional District of Nanaimo Water Use Regulation Amendment Bylaw No. 1654.02, 2016”.

**2. Amendments**

“Regional District of Nanaimo Water Use Regulation Bylaw No. 1654, 2012” is amended as follows:

- (1) By amending Section 1, the definition of “Water Rate” shall be replaced with **“Water Rate”** means an amount levied under Schedule ‘A’ of Bylaw No. 1655, cited as “Regional District of Nanaimo Water Services Fees & Charges Bylaw No. 1655, 2012”.”;
- (2) By amending the title of Section 7 from “Water Conservation Levels” to “Watering Restriction Stages”;
- (3) By amending Sections 7(1), 7(2), 7(3), 7(4), 7(5), and 7(8) to change the words “Water Conservation Level” to “Watering Restriction Stage”;
- (4) By amending Section 7(1) to the following: Watering Restriction Stage 1 will automatically be in effect for the months of April and October in any year;
- (5) By amending Section 7(2) to the following: Watering Restriction Stage 2 will automatically be in effect for the months of May, June, July, August, and September in any year;
- (6) By deleting Schedule ‘A’ and replacing it with the Schedule ‘A’ attached to and forming part of this bylaw.

Introduced and read three times this \_\_\_\_ day of \_\_\_\_\_, 2016.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
CHAIRPERSON

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

\_\_\_\_\_  
Chairperson

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

## **SCHEDULE 'A'**

### **1. WATERING RESTRICTION STAGE 1 – Night Watering Only**

During the months of April and October, no person shall:

- (a) Use a sprinkler to water a lawn or garden growing on a property except between the hours of 7:00 pm to 7:00 am daily;
- (b) Wash a vehicle, boat, trailer, window or house (siding) except by using a hand-held container or a hose equipped with a shutoff device

### **2. WATERING RESTRICTION STAGE 2 – Every Other Day Watering**

During the months of May, June, July, August, and September, no person shall:

- (a) Use a sprinkler to water a lawn or garden growing on a property with:
  - (i) An even-numbered address except on even-numbered days between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;
  - (ii) An odd-numbered address except on odd-numbered days between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;
  - (iii) An address on Pylades Drive except on even-numbered days between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;
  - (iv) An address on Bissel Road or Ingram Road except on odd-numbered days between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;
  - (v) An odd-numbered address from 1027 to 1117 Surfside Drive, or an odd-numbered address from 927 to 935 McFeely Drive, except on Tuesday, Friday or Sunday between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;
  - (vi) An odd-numbered address from 985 to 1021 Surfside Drive, or an even-numbered address from 982 to 1010 Surfside Drive, except on Monday, Wednesday or Saturday between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;
  - (vii) An odd-numbered address from 965 to 977 Surfside Drive, or an odd-numbered address from 939 to 959 McFeely Drive, or an even-numbered address from 954 to 976 Surfside

Drive, except on Tuesday, Thursday and Sunday between the hours of 7:00 am to 10:00 am or 7:00 pm to 10:00 pm, and for no more than 2 hours per day;

- (b) Wash a vehicle, boat, trailer, window or house (siding) except by using a hand-held container or a hose equipped with a shutoff device;

### 3. WATERING RESTRICTION LEVEL 3 – VOLUNTARY HEIGHTENED WATER USE REDUCTIONS

If the Manager of Water Services gives notice that a reduction in water use is necessary requiring Watering Restriction Level 3, all persons are encouraged to voluntarily reduce domestic water use in an effort to avoid a comprehensive watering ban.

### 4. WATERING RESTRICTION LEVEL 4 – COMPREHENSIVE WATERING BAN

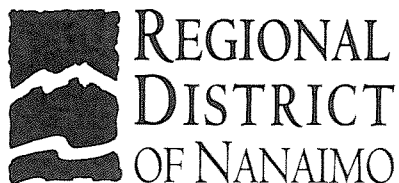
If the Manager of Water Services gives notice that a reduction in water use is necessary requiring Watering Restriction Level 4, no person shall:

- (a) Water lawns or boulevards at any time including newly seeded or sodded lawns;
- (b) Water flowers, shrubs or ornamental trees except by using a hand-held container or a hose equipped with a shutoff device, and only between the hours of 7:00 am to 10:00 am, or 7:00 pm to 10:00 pm ;
- (c) Wash a vehicle, boat, trailer, window, or house (siding) unless for safety reasons (i.e. boat trailer brakes);
- (d) Wash a sidewalk or driveway unless prior to the application of a product such as paint, preservative, stucco, or preparation of a surface prior to paving;
- (e) Fill a fountain, pool or hot tub;
- (f) Obtain a new lawn watering permit;

### 5. EXEMPTIONS

- (a) A person who has installed a new lawn, either newly seeded or new sod, may apply to the Regional District of Nanaimo Water Services Department for a permit which will allow the new lawn to be sprinkled outside of permitted days, but within restricted hours. The permit shall be conspicuously displayed at the premises for which it was issued.
- (b) New sod or newly seeded lawn may be sprinkled for 14 days after installation, provided a permit pursuant to Subsection (a) has been issued for the premises at which the new lawn has been installed.
- (c) After expiration of a permit issued under Subsection (a), a person may apply for a may obtain subsequent permits under Subsection (a).
- (d) Permits may not be issued or be valid during Watering Restriction Stage 2, Stage 3 or Stage 4, at the discretion of the Manager of Water Services.
- (e) A person may water new trees and shrubs during installation and for the following 24 hours. Afterwards the watering must comply with Watering Restriction Levels.

- (f) A person may water vegetable gardens or fruit trees at any day and time.
- (g) A person may water flowers, shrubs, and ornamental trees at any day and time in Stage 1, Stage 2, or Stage 3 if using a hand-held container or a hose equipped with a shutoff device;
- (h) A person may use micro-irrigation or drip-irrigation as follows:
  - (i) Any day and any time during Watering Restriction Stage 1, Stage 2 and Stage 3;
  - (ii) Any day during Watering Restriction Stage 4, but only between the hours of 7:00 am to 10:00 am, or 7:00 pm to 10:00 pm;
  - (iii) Micro-irrigation and drip-irrigation consist of water delivered to the root zone of a plant and use less than 20 gallons per hour at less than 25 PSI;
  - (iv) Soaker hoses and weeper hoses are not considered to be micro-irrigation or drip-irrigation;
- (i) Commercial enterprises which require water use to facilitate normal business activities (i.e. power washing companies, window washing companies, car dealerships, car washes, nurseries, turf farms, tree farms, etc.) are exempt from all Watering Restriction Stages;
- (j) Commercial properties may vary hours of use with written permission from the Manager of Water Services. Requests for variations to this regulation must be made annually;
- (k) Public service premises and utilities may vary hours of use as required to accomplish maintenance and upkeep of public installations;
- (l) School and municipal playing fields may vary hours of use as required to accomplish maintenance and upkeep of fields;
- (m) Private wells are not subject to Regional District of Nanaimo watering restrictions.



RDN REPORT	
CAC APPROVAL	
EAP	
CoW	✓
JAN 25 2016	
RHD	
BOARD	

**STAFF REPORT**

**TO:** Sean De Pol  
Manager, Wastewater Services

**DATE:** January 15, 2016

**FROM:** Shelley Norum  
Wastewater Program Coordinator

**MEETING:** CoW, February 9, 2016

**FILE:** 4520-20-77

**SUBJECT:** **Bylaw No. 975.63 - Pump & Haul Bylaw Amendment to Include Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District (Electoral Area 'G')**

**RECOMMENDATIONS**

1. That the “Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995” be amended to include Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District (Electoral Area ‘G’).
2. That the “Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.63, 2016” be introduced and read three times.

**PURPOSE**

To recommend an amendment to the “Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995” to include a property in the service area.

**BACKGROUND**

The pump and haul service was established to provide a treatment solution for holding tank waste from failing on-site wastewater treatment systems or for properties unable to install on-site systems.

The following conditions must be met for inclusion into the Pump and Haul Local Service Area:

- the parcel must be greater than 700 m<sup>2</sup>;
- the parcel is for existing uses and the disposal system has failed, or the parcel is currently vacant and will only be used for the construction of a single family residence;
- the parcel cannot be further subdivided or stratified according to existing zoning or a restrictive covenant;
- a community sewer system is not available;
- a holding tank permit has been obtained pursuant to the Sewerage System Regulation;
- including the parcel will not facilitate development of any additional units on the property; and
- the development conforms to zoning bylaws.

A person wishing to incorporate a property into the Pump and Haul Service Area must first apply to the Regional District of Nanaimo to amend Pump and Haul Bylaw No. 975, and allow a Restrictive Covenant to be registered against the title of the land in question in accordance with section 219 of the *Land Title Act*.

The Restrictive Covenant requires the owners of the lot to (a) maintain a continuous contract with a pump out company and deposit a copy of the contract with the Regional District of Nanaimo; (b) connect to a community sewer system when it becomes available; and (c) prohibit subdivision or construction of any additional units on the property.

The Regional District of Nanaimo received a request to include the following property (Cedar Grove RV Park and Campground) from Electoral Area G (see page 4) in the “Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995”:

Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District.

In 2014, Cedar Grove RV Park and Campground received an order from Island Health to replace two existing undersized holding tanks with new larger capacity tanks. In response, they installed a 2,500 gallon holding tank and a 1,700 gallon holding tank. This property also has a separate holding tank for a sani-dump and a septic system to serve other buildings on the property.

The application meets all requirements for inclusion into the Service Area. Specifically the parcel size is greater than 700 m<sup>2</sup>; a community sewer system is not available; a holding tank permit application has been approved by Island Health; and this property conforms to RDN zoning bylaws.

A Restrictive Covenant has been prepared for the property requiring that the owner maintains a continuous contract with a pump out company and submits a copy of that contract to be held on file at the Regional District of Nanaimo; that the owners will connect to a community sewer system when it becomes available; and that the owners shall not subdivide or construct any additional units on the property.

#### **ALTERNATIVES**

1. Approve an amendment to the “Regional District of Nanaimo Pump & Haul Local Service Establishment Bylaw No. 975, 1995” to include Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District (Electoral Area ‘G’).
2. Do not approve the amendment.

#### **FINANCIAL IMPLICATIONS**

There are no financial implications. The pump and haul program is a user pay service, in which the participant pays an application fee, an annual user fee, and a pump-and-haul discharge fee.

#### **STRATEGIC PLAN IMPLICATIONS**

There are no strategic plan implications.

**SUMMARY/CONCLUSIONS**

A request has been received to include Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District into the Pump and Haul Local Service Area. The application meets all requirements for inclusion into the Service Area. Specifically the parcel size is greater than 700 m<sup>2</sup>; a community sewer system is not available; a holding tank permit application has been approved by Island Health; and this property conforms to RDN zoning bylaws.

A Restrictive Covenant has been prepared for the property requiring that the owner maintains a continuous contract with a pump out company and submits a copy of that contract to be held on file at the Regional District of Nanaimo; that the owners will connect to a community sewer system when it becomes available; and that the owners shall not subdivide or construct any additional units on the property.



Report Writer



General Manager Concurrence



Manager Concurrence



CAO Concurrence





REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 975.63

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

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

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

Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District;

AND WHEREAS at least 2/3 of the service participants have consented to the adoption of this bylaw in accordance with section 349 of the *Local Government Act*;

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

**1. Citation**

This bylaw may be cited for all purposes as “Regional District of Nanaimo Pump & Haul Local Service Amendment Bylaw No. 975.63, 2016”.

**2. Amendment**

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

Introduced and read three times this                      day of                      2016.

Adopted this                      day of                      2016.

\_\_\_\_\_  
CHAIRPERSON

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

Schedule 'A' to accompany "Regional District  
of Nanaimo Pump & Haul Local Service  
Amendment Bylaw No. 975.63, 2016".

---

Chairperson

---

Corporate Officer

## **BYLAW NO. 975.63**

### **SCHEDULE 'A'**

#### **Electoral Area 'B'**

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

**Electoral Area 'E'**

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

**Electoral Area 'F'**

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

**Electoral Area 'G'**

1. Lot 28, District Lot 28, Plan 26472, Nanoose Land District.
2. Lot 1, District Lot 80, Plan 49865, Newcastle Land District.
3. Lot C, District Lot 9, Plan 1832, Except Those Parts in Plans 11274, 14223, and 14909, Newcastle Land District.

**Electoral Area 'H'**

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

**District of Lantzville**

1. Lot 24, District Lot 44, Plan 27557, Wellington Land District.
2. Lot 1, District Lot 85, Plan 15245, Wellington Land District.

**REGIONAL DISTRICT OF NANAIMO**

**MINUTES OF THE SOLID WASTE MANAGEMENT SELECT COMMITTEE  
MEETING HELD ON WEDNESDAY, DEC. 2, 2015 AT 1:30 PM  
RDN COMMITTEE ROOM**

**Present:**

Director J. Stanhope	Chairperson
Director A. McPherson	Electoral Area 'A'
Director H. Houle	Electoral Area 'B'
Director M. Young	Electoral Area 'C'
Director B. McKay	City of Nanaimo
Director T. Westbrook	Town of Qualicum Beach

**Also in Attendance:**

D. Trudeau	Gen. Mgr., Transportation & Solid Waste Services, RDN
P. Thorkelsson	CAO, RDN
L. Gardner	Manager of Solid Waste, RDN
S. Horsburgh	Senior Solid Waste Planner, RDN
R. Graves	Recording Secretary, RDN
J. Hastings	Non-Profit Representative

**Regrets:**

Director B. Yoachim	City of Nanaimo
Director J. Kipp	City of Nanaimo
Director M. Lefebvre	City of Parksville

**CALL TO ORDER**

The meeting was called to order at 1:33pm by the Chairperson.

**MINUTES**

MOVED Director Houle SECONDED Director Westbrook that the minutes from the Solid Waste Select Committee meeting held October 7, 2015 be received. CARRIED

**BUSINESS ARISING FROM THE MINUTES**

**COMMUNICATIONS/CORRESPONDENCE**

**UNFINISHED BUSINESS**

**ADVISORY COMMITTEE**

MOVED Director McPherson, SECONDED Director McKay, that the following Advisory Committee minutes and Agenda be received for information only.

Minutes of the Regional Solid Waste Advisory Committee meeting held  
Thursday, November 5, 2015.

Agenda for the Regional Solid Waste Advisory Committee meeting held  
Thursday, November 26, 2015.

CARRIED

**REPORTS**

**PRESENTATION**

**Solid Waste Management Plan Review Update – *Where Are We, How We Got Here and What Are The Next Steps?***

L. Gardner provided an overview on the level of service discussions by the Regional Solid Waste Advisory Committee in the areas of non-deposit glass at curbside, yard and garden waste at curbside, compliance and enforcement at curbside, Share Sheds and EPR Stewardship Depots at regional facilities. The overview included the estimated waste diversion and cost for each service option. As well, the RSWAC support for each option was ranked as high, medium or low.

MOVED Director Westbroek SECONDED Director Young that the Solid Waste Management Plan Review Update be received.

CARRIED

MOVED Director McPherson SECONDED Director Westbroek that staff be directed to prepare a report recommending amendments to the Terms of Reference of the Solid Waste Management Select Committee to add the responsibility of providing advice and recommendations to the Board regarding Solid Waste Services operations, in addition to its current role as it relates to the Solid Waste Management Plan review process.

CARRIED

**NEW BUSINESS**

**ADJOURNMENT**

Moved Director Westbroek SECONDED Director Young that the meeting be adjourned.

CARRIED

**NEXT MEETING**

Next SWMSC meeting will be February 9, 2016.

---

CHAIRPERSON