

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

Tuesday, January 9, 2018

3:00 P.M.

RDN Board Chambers

This meeting will be recorded

Pages

- 1. CALL TO ORDER**
- 2. APPROVAL OF THE AGENDA**
- 3. ADOPTION OF MINUTES**
That the following minutes be adopted:
 - 3.1 Regular Committee of the Whole Meeting - November 28, 2017** 4
- 4. INVITED PRESENTATIONS**
 - 4.1 Maurice Primeau and Bill Dawson, BC Assessment, re Annual Change in Assessments for Regional District of Nanaimo Municipalities and Electoral Areas and First Nations Partnerships**
- 5. DELEGATIONS**
 - 5.1 Fraser Wilson and Paul Chapman, Nanaimo & Area Land Trust, re NALT Funding** 10
 - 5.2 Ilan Goldenblatt, re Nanaimo Recycling Exchange** 11
 - 5.3 Jan Hastings, Nanaimo Recycling Exchange, re Nanaimo Recycling Exchange Request for Recycling Facility** 12
- 6. CORRESPONDENCE**
- 7. UNFINISHED BUSINESS**

- 8. CORPORATE SERVICES**
- 8.1 AVICC Resolution – Notice by Mail** 13
- That the following resolution be forwarded to the Association of Vancouver Island and Coastal Communities for consideration at their annual meeting:
- WHEREAS Section 220 of the *Local Government Act* requires that notice of a special board meeting must be mailed to each Director at least 5 days before the date of the meeting, and the *Interpretation Act* specifies that such mail must be delivered by Canada Post;
- AND WHEREAS this requirement, which applies to regional districts and not municipalities, creates unnecessary time delays for holding special board meetings and is not in keeping with technological advances of recent years;
- THEREFORE BE IT RESOLVED THAT the Province be urged to amend the legislation to permit such notices to be provided by other means, including by email.
- 9. RECREATION AND PARKS**
- 9.1 2018-2028 Marine Trail Cooperation Agreement** 15
- That the 2018-2028 Marine Trail Cooperation Agreement with the BC Marine Trail Network Association be approved.
- 10. REGIONAL AND COMMUNITY UTILITIES**
- 10.1 District of Lantzville Sanitary Sewer Trunk – Transfer of Ownership to the RDN** 25
1. That the acquisition of the sanitary sewer trunk that services the District of Lantzville be approved.
 2. That the acquisition of the related Statutory Right of Way be approved.
 3. That the Chair and CAO be authorized to execute the documents to conclude the transaction.
- 10.2 Trucked Liquid Waste Rates and Regulation Bylaw No. 1732 Amendment** 63
1. That the “Trucked Liquid Waste Rates and Regulations Amendment Bylaw No. 1732.01, 2018” be introduced and read three times.
 2. That the “Trucked Liquid Waste Rates and Regulations Amendment Bylaw No. 1732.01, 2018” be adopted.
- 11. BUSINESS ARISING FROM DELEGATIONS**
- 12. NEW BUSINESS**
- 12.1 Directors' Roundtable**

13. IN CAMERA

That pursuant to Sections 90 (1) (a), (e), (j) and (k) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to Board appointments, land acquisition, third party business interests and a proposed service.

14. ADJOURNMENT

REGIONAL DISTRICT OF NANAIMO

MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING

Tuesday, November 28, 2017

3:10 P.M.

RDN Board Chambers

In Attendance:	Director W. Veenhof	Chair
	Director I. Thorpe	Vice Chair
	Director A. McPherson	Electoral Area A
	Director H. Houle	Electoral Area B
	Director M. Young	Electoral Area C
	Director B. Rogers	Electoral Area E
	Director J. Fell	Electoral Area F
	Director J. Stanhope	Electoral Area G
	Director B. McKay	City of Nanaimo
	Director B. Bestwick	City of Nanaimo
	Director D. Brennan	City of Nanaimo
	Director G. Fuller	City of Nanaimo
	Director J. Hong	City of Nanaimo
	Director J. Kipp	City of Nanaimo
	Director B. Yoachim	City of Nanaimo
	Director M. Lefebvre	City of Parksville
	Director K. Oates	City of Parksville
	Director B. Colclough	District of Lantzville
	Director T. Westbroek	Town of Qualicum Beach
Also in Attendance:	P. Carlyle	Chief Administrative Officer
	S. De Pol	A/Gen. Mgr. Regional & Community Utilities
	G. Garbutt	Gen. Mgr. Strategic & Community Development
	W. Idema	A/Gen. Mgr. Corporate Services
	T. Osborne	Gen. Mgr. Recreation & Parks
	D. Pearce	Director of Transportation & Emergency Services
	J. Hill	Mgr. Administrative Services
	C. Golding	Recording Secretary

CALL TO ORDER

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

The Chair welcomed Director Oates to the meeting.

APPROVAL OF THE AGENDA

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

CARRIED UNANIMOUSLY

ADOPTION OF MINUTES

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

Regular Committee of the Whole Meeting - October 10, 2017

CARRIED UNANIMOUSLY

CORRESPONDENCE

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

Association of Vancouver Island and Coastal Communities re 2018 Association of Vancouver Island and Coastal Communities Convention Resolutions and Nominations

Rosemary Bonanno, Vancouver Island Regional Library, re Appointment to the 2018 Vancouver Island Regional Library Board

Marijke Edmondson, Ministry of Municipal Affairs and Housing, re Corrected 2016 Census Population Figures

CARRIED UNANIMOUSLY

COMMITTEE MINUTES

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

Liquid Waste Management Plan Monitoring Committee - November 2, 2017

District 69 Recreation Commission - October 19, 2017

Drinking Water and Watershed Protection Technical Advisory Committee - October 18, 2017

Drinking Water and Watershed Protection Technical Advisory Committee - March 21, 2017

CARRIED UNANIMOUSLY

COMMITTEE RECOMMENDATIONS

District 69 Recreation Commission

Youth Recreation Grants

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

- Arrowsmith Community Recreation Association - free youth sport programs - \$2,500
- Oceanside Track and Field Club - storage container - \$2,500
- Qualicum Beach Elementary School - Bike Club equipment - \$2,500
- Qualicum & District Curling Club - junior program helmets - \$1,200

Total - \$8,700

CARRIED UNANIMOUSLY

Community Recreation Grants

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

- Arrowsmith Agricultural Association - Family Day Celebration - \$437
- Corcan Meadowood Residents Association - Halloween Event 2018 - \$2,313
- Errington War Memorial Hall Association - concert series facility rental and printing - \$1,425
- Julian Packer and Players - travelling theatre production - \$2,314
- Oceanside Floor Curling Club - equipment maintenance, insurance, facility rental - \$1,200
- Parksville Curling Club - footwear cleaners - \$2,314
- Qualicum Weavers and Spinners Guild - cupboards, tables, canopy tent - \$1,120
- Forward House Community Society - recreation outings - \$1,500

Total - \$12,623

CARRIED UNANIMOUSLY

District 69 Recreation Grant Funding

It was moved and seconded that the District 69 Recreation Grant funding be increased to \$75,000 per year and that any surplus be transferred to the following year's total.

Opposed (2): Director Rogers, and Director Stanhope

CARRIED

CORPORATE SERVICES

2018 Proposed Budget Overview

Staff presented an overview of the Regional District of Nanaimo 2018 Proposed Budget.

It was moved and seconded:

1. That the proposed 2018 budget be approved as presented and that staff be directed to proceed with projects included in the 2018 proposed budget;
2. That direction be provided to staff on the outstanding budget items for 2018; and
3. That staff be directed to proceed to finalize the 2018 to 2022 Financial Plan.

It was moved and seconded that the acquisition of the Notch be funded by Electoral Area 'E'.

Opposed (14): Director Veenhof, Director Thorpe, Director McPherson, Director Houle, Director Young, Director Rogers, Director Fell, Director McKay, Director Bestwick, Director Brennan, Director Fuller, Director Lefebvre, Director Oates, and Director Colclough

DEFEATED

The vote was taken on the main motion:

1. That the proposed 2018 budget be approved as presented and that staff be directed to proceed with projects included in the 2018 proposed budget;
2. That direction be provided to staff on the outstanding budget items for 2018; and
3. That staff be directed to proceed to finalize the 2018 to 2022 Financial Plan.

CARRIED UNANIMOUSLY

Quarterly Financial Report – Third Quarter – 2017

It was moved and seconded that the financial report for the period January 1, 2017 to September 30, 2017 be received for information.

CARRIED UNANIMOUSLY

Bylaw 1766 to Authorize Preparation of 2018 Parcel Tax Rolls

It was moved and seconded that the “2018 Parcel Tax Assessment Roll Bylaw No. 1766, 2017”, be introduced and read three times.

CARRIED UNANIMOUSLY

It was moved and seconded that the “2018 Parcel Tax Assessment Roll Bylaw No. 1766, 2017” be adopted.

CARRIED UNANIMOUSLY

STRATEGIC AND COMMUNITY DEVELOPMENT

Board Strategic Plan Update 2017

It was moved and seconded that the Regional District of Nanaimo Board reaffirm support for the 2016-2020 Board Strategic Plan.

CARRIED UNANIMOUSLY

RECREATION AND PARKS

Gabriola Recreation Society Agreement Renewal (2018-2020)

It was moved and seconded that the Recreation Services Agreement with the Gabriola Recreation Society be renewed for a three year term from January 1, 2018 through to December 31, 2020.

CARRIED UNANIMOUSLY

RDN Parks Funding Service Review

Allan Neilsen, Neilson-Welch Consulting Inc., presented an overview on the purpose of the Regional District of Nanaimo Parks and Trails Funding Service Review as well as the assessment and findings outlined in the report.

It was moved and seconded that the Regional District of Nanaimo Parks and Trails Funding Service Review conducted by Neilson-Welch Consulting Inc., be received.

CARRIED UNANIMOUSLY

It was moved and seconded that the Regional District of Nanaimo Parks and Trails Funding Service Review recommendations be implemented for 2018/2019 work plans and the 2019 to 2023 Financial Plan.

It was moved and seconded that the Regional District of Nanaimo Parks and Trails Funding Service Review recommendations be referred back to staff.

Opposed (1): Director Rogers

CARRIED

It was moved and seconded that the existing Regional Parks Parcel tax be utilized for the 2018 budget year.

CARRIED UNANIMOUSLY

REGIONAL AND COMMUNITY UTILITIES

Renewal of AECOM Engineering Consultancy Agreement

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

CARRIED UNANIMOUSLY

NEW BUSINESS

Directors' Roundtable

Directors provided updates to the Board.

IN CAMERA

It was moved and seconded that pursuant to Sections 90 (1) (a), (c), (j) and (i) of the *Community Charter* the Committee proceed to an In Camera meeting for discussions related to board appointments, employee relations, third party business interests and solicitor-client privilege.

CARRIED UNANIMOUSLY

TIME: 6:34 PM

ADJOURNMENT

It was moved and seconded that this meeting be adjourned.

CARRIED UNANIMOUSLY

TIME: 8:27 PM

CHAIR

CORPORATE OFFICER

Delegation: Fraser Wilson and Paul Chapman, Nanaimo & Area Land Trust, re NALT Funding

Summary: The presenters will describe Nanaimo & Area Land Trust (NALT) stewardship activities in the Regional District of Nanaimo.

Action Requested: NALT annually presents to the Committee to request funding.

Delegation: **Ilan Goldenblatt, re Nanaimo Recycling Exchange**

Summary: Citizens & tax payers of the RDN have become aware of the upcoming vote at the RDN Board re whether or not to financially support the construction of a new facility for the Nanaimo Recycling Exchange. RDN residents have been emailing RDN representatives and writing postcards and letters asking Directors to vote in favour of the new NRE facility. The presentation will bring these public sentiments to the RDN Board and make the case for approval of this proposal.

Action Requested: Consideration of public sentiments in regards to decision in front of RDN Board of Directors re the construction of new facility for the Nanaimo Recycling Exchange.

Delegation: Jan Hastings, Nanaimo Recycling Exchange, re Nanaimo Recycling Exchange Request for Recycling Facility

Summary: Further rationale for partnership will be provided in the presentation.

Action Requested: The Nanaimo Recycling Exchange (NRE) has asked the Regional District of Nanaimo to collaborate with the City of Nanaimo (as requested by City of Nanaimo delegation October 3, 2017) and partner with the NRE by constructing or funding construction of a new recycling depot to be operated by the NRE.

As a result, the following motion was adopted at the October 3, 2017, Regular Board meeting:

“That staff be directed to draft a resolution for consideration by the Board and submission to the Association of Vancouver Island and Coastal Communities, recommending legislative changes to notice requirements for Directors.”

ALTERNATIVES

1. That the Board adopt the resolution as presented for submission the Association of Vancouver Island and Coastal Communities.
2. That the Board provide alternative direction.

FINANCIAL IMPLICATIONS

There are no financial implications to advancing this resolution.

STRATEGIC PLAN IMPLICATIONS

Submitting the resolution to the AVICC supports the Strategic Priority to ensure our processes are as easy to work with as possible.



Jacquie Hill

jhill@rdn.bc.ca

December 21, 2017

Reviewed by:

- W. Idema, Acting General Manager, Corporate Services
- P. Carlyle, Chief Administrative Officer

In July 2016, the Association made presentation to the Regional Board about the BCMTN and requested cooperation in the installation of marine trail marker signs along the Salish Sea Marine Trail. This represents the Association's first site signage initiative, and a new BCMTN marker sign is being created for the purpose. The sign will be similar in look and size to the TCT signs posted by the RDN along its stretch of the national trail.

In October 2016, in response to a staff report recommending cooperation with the BCMTN Association, the Board directed staff to draft an agreement that would recognize Descanso Bay Regional Park as a marine trail camping site and Electoral Area A's Nelson Road Community Boat Launch as an access site (resolutions 16-654 and 16-678). Parking congestion and limited services were to be addressed. In January 2017, the Board further recommended that Electoral Area E's Blueback Drive Community Park be recognized as a BCMTN access site, with the prohibition of overnight camping and parking noted (resolution 17-019). The Salish Sea Marine Trail includes two more RDN parks and improved water accesses: the El Verano Boat Launch (Area B) and Moorecroft Regional Park.

In considering the Association's request of the RDN to have BCMTN signs posted at the five RDN parks and improved water accesses along the Salish Sea Marine Trail, an opportunity was identified to improve how any RDN park or access is described on the Association web site. Improved site descriptions will help ensure adequate and accurate communication about RDN parks and reinforce a message of respect for the rural communities that finance development at most coastal water accesses. Currently, the descriptions provided on the BCMTN web site for RDN parks and improved water accesses vary in quality, and many require correction as concerns regulatory authority.

The attached 10-year Cooperation Agreement requires marine trail site descriptions to include the following information: i) the authority responsible for site regulation and authority contact information, ii) the type of site (camping, access and day-use) as defined in the Agreement, and iii) parking conditions and facilities. The Agreement specifies the information to be used by the Association when describing the five RDN Parks and improved water accesses on the Salish Sea Marine Trail, including web links to RDN park pages. The Agreement addresses the provision of marker signs by the Association and their posting at site by the RDN. Other provisions related to marine trail promotion are included in the Agreement, e.g., the RDN will only actively promote the marine trail site at Descanso Bay Regional Park.

In the event that the BCMTN Association does not comply with the RDN's requirements as set out in the attached agreement, the RDN can terminate the agreement, remove marine trail signage and eliminate reference to the BCMTN when promoting Descanso Bay Regional Park.

ALTERNATIVES


1. That the 2018-2028 Marine Trail Cooperation Agreement with the BC Marine Trail Network Association be approved
2. That the 2018-2028 Marine Trail Cooperation Agreement not be approved and alternative direction be provided.

FINANCIAL IMPLICATIONS

The Association will supply the RDN with five (5) five-inch by five-inch BCMTN marker signs. The RDN will affix the signs to existing sign posts and structures when operations staff are at site on regular park business, an effort that should involve minimal staff time. The Descanso Bay Regional Park web page will be amended with a reference sentence and BCMTN web link. Costs related to signage installation and RDN web site update, in total estimated at less than \$100, can be covered by regular Regional and Community Park operating budgets.

STRATEGIC PLAN IMPLICATIONS

Undertaking a cooperation agreement with the BC Marine Trail Association will help manage resident and visiting paddlers' use of the Electoral Area oceanfront. This initiative is consistent with the Strategic Priority "Focus on Relationships – we look for opportunities to partner with other branches of government/community groups to advance our region," and "Focus on Economic Health – we see ecotourism as a key economic opportunity in our region."



Joan Michel
jmichel@rdn.bc.ca
January 3, 2018

Reviewed by:

- W. Marshall, Manager of Parks Services
- T. Osborne, General Manager, Recreation and Parks Services
- P. Carlyle, Chief Administrative Officer

Attachments

1. 2018-2028 Marine Trail Cooperation Agreement

MARINE TRAIL COOPERATION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2018

BETWEEN:

Regional District of Nanaimo

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the “**Regional District**”)

OF THE FIRST PART

AND:

BC Marine Trails Network Association

3285 Roper Road
Ladysmith, BC V9G 1C4

(the “**Association**”)

OF THE SECOND PART

WHEREAS:

- A. The Association maps and promotes access points along the British Columbia coastline in support of kayakers, canoeists and other paddlers. Many access points are situated beside ocean-front park and water accesses, and some are grouped into marine trails like the Salish Sea Marine Trail;
- B. The Association seeks the permission of owners and managers of lands and accesses beside Salish Sea Marine Trail access points to the posting of Marine Trail signs on the upland properties; and
- C. The Regional District agrees to erect marine trail signage in return for the Association abiding by Regional District requirements as to the description and promotion of marine trail sites.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto agree with each other as follows:

1.0 INTERPRETATION

In this Agreement:

- a) "BC Marine Trail Network (BCMTN)" means a system of coastal access sites some of which are linked to form marine trails, that has been mapped and is promoted by the Association, and includes the Salish Sea Marine Trail also part of the Trans Canada Trail.
- b) "Foreshore" means the public oceanfront regulated by the Crown and situated below the high tide or natural boundary mark of Upland property.
- c) "Marine Trail Site" means a coastal access point promoted by the Association which may be associated with Upland vehicular parking, launching opportunity or overnight camping, or may just provide a suitable spot to beach a small craft when approached by water.
- d) "Improved Water Access" means a Water Access developed by the Regional District for community use with amenities including but not limited to boat ramps, parking lots, toilets, or garbage cans.
- e) "Regional District Park" means a regional or community park owned or managed by the Regional District.
- f) "Upland" means land that adjoins the Foreshore.
- g) "Water Access" means a portion of developed or undeveloped road situated in Electoral Areas A, B, E, G or H of the Regional District that is owned by the Province of British Columbia and regulated by the Ministry of Transportation and Infrastructure, and which provides non-exclusive public access to the Foreshore.

2.0 TERM

- 2.1 The Agreement will be for a term of ten (10) years, commencing on the ___ day of _____, 2018 and ending on the ___ day of _____, 2028 (the "Term").

3.0 DESCRIBING MARINE TRAIL SITES

- 3.1 When describing a Marine Trail Site on its web site or in other promotional material, the Association agrees to:

- a) identify the authority regulating the Upland property at each Marine Trail site, and provide contact information;

- b) assign each Marine Trail Site to one of three categories as defined below:
 - i. Camping Site: offers overnight camping, overnight off-street parking and a small boat launch opportunity
 - ii. Access Site: provides no over-night camping or parking; offers a small boat launch opportunity with adjacent off-street parking
 - iii. Day-use Site: provides no over-night camping or parking; provides no small boat launch opportunity with adjacent off-street parking; best used as a temporary landing site for paddlers approaching by water; and
- c) provide comment on the limitations of any available off-street parking and note if congestion is an issue.

4.0 DESCRIPTION OF REGIONAL DISTRICT SALISH SEA MARINE TRAIL SITES

4.1 The Association includes five (5) Regional District Parks and Improved Water Accesses in the Salish Sea Marine Trail: Nelson Road Boat Launch, Descanso Bay Regional Park, El Verano Boat Launch, Blueback Community Park and Moorecroft Regional Park. Further to section 3.1, the Association agrees to include the following in its descriptions of the five sites:

- a) Nelson Road Community Boat Launch
Regulator of water access: BC Ministry of Transportation and Infrastructure
Category: Access Site
Parking: Busy and often congested; only public launch on Cedar coastline
Facilities: boat ramp, toilets
- b) Descanso Bay Regional Park
Regulator: Regional District of Nanaimo www.rdn.bc.ca/descanso-bay-regional-park
Category: Camping Site
Parking: Usually available
Facilities: year-round campground, toilets, potable water
- c) El Verano Boat Launch
Regulator: BC Ministry of Transportation and Infrastructure
Category: Access Site
Parking: In regular use by Mudge Island residents, often congested
Facilities: none; residential neighbourhood
- d) Blueback Drive Community Park www.rdn.bc.ca/blueback-drive-community-park
Regulator: Regional District of Nanaimo
Category: Access Site

Parking: Limited, popular with divers, residential neighbourhood

- e) Moorecroft Regional Park www.rdn.bc.ca/moorecroft-regional-park
Regulator: Regional District of Nanaimo
Category: Day-Use Site
Parking: Distant from shore
Facilities: toilets

5.0 MARINE TRAIL SIGNS

- 5.1 The Association shall provide free of charge to the Regional District and to its satisfaction five (5) five inch by five inch metal-backed composite signs that, similar to Trans Canada Trail signs, show the BCMTN logo and name.
- 5.2 Regional District will post one BCMTN sign at each Regional District Park and Improved Water Access along the Salish Sea Marine Trail. The Regional District shall determine the location and manner of posting, and erect the signs at its own cost.

6.0 PROMOTION

- 6.1 The Regional District will recognize the Salish Sea Marine Trail Site designation in its promotional material for Descanso Bay Regional Park.
- 6.2 The Regional District agrees to being shown as a partner in the Salish Sea Marine Trail project on the Association web site, and having the Regional District logo posted there along with the logos of other like partners.
- 6.3 In working with the Trans Canada Trail Foundation on the promotion of marine trails, the Association agrees to convey to the Foundation the Regional District Parks and Improved Water Accesses descriptions contained in section 4.1 and advocate for consistent descriptions of the sites.

7.0 CODE OF CONDUCT

- 7.1 In addition to upholding Leave No Trace Canada's code of ethics concerning outdoor recreation, the Association commits to developing a code of conduct that can have application to individual Marine Trail Sites.
- 7.2 The Association shall include in its code of conduct respect for the residential neighbours of Marine Trail Sites and for rural communities that finance the coastal amenities enjoyed by many.

8.0 INSURANCE

8.1 The Association shall carry \$2M in general comprehensive liability insurance with the Regional District included as an additional insured.

9.0 INDEMNIFICATION

9.1 The Association releases, discharges and will indemnify and save harmless the Regional District, its elected officials, appointed officers, employees and agents from and against all lawsuits, damages, costs, expenses, liability or fees (including fees of lawyers on a solicitor and own client basis) which the Association or anyone else may incur, suffer or allege by reason of the activities of the Association, its members, agents, contractors, or invitees.

10.0 ASSIGNMENT

10.1 The Association may not assign this Agreement without the advance written consent of the Regional District, such consent to be at the sole discretion of the Regional District.

11.0 TERMINATION

11.1 Either the Regional District or the Association may terminate this Agreement by providing 60 days' notice in writing to the other party.

11.2 In the event of termination, the Regional District will remove BCMTN signs from Regional District Parks and Improved Water Accesses and delete reference to the BCMTN on the Regional District web site and in promotional material and BCMTM will delete reference to the Regional District Parks and Improved Water Accesses on its website and in promotional materials.

12.0 NOTICES

12.1 Each notice sent pursuant to this Agreement ("**Notice**") will be in writing and sent to the relevant party at the address or e-mail address set out below:

If, to the Regional District:

Regional District of Nanaimo
Attention: Manager of Parks Services
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
E-mail: parks@rdn.bc.ca

If, to the Association:

BC Marine Trail Network Association
Attention: Operational Assistant
3285 Roper Road
Ladysmith, BC V9G 1C4
E-mail: john@bcmarinetrails.org

13.0 MISCELLANEOUS

- 13.1 The execution and delivery of this Agreement, and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary corporate action of the Association, and this Agreement constitutes a legal, valid and binding obligation of the Association, enforceable against the Association in accordance with its terms.
- 13.2 The Association agrees to inform all responsible persons associated with the Association of the terms and conditions of this Agreement.
- 13.3 Waiver of any default by a party is not a waiver of any subsequent default.

12.0 INTERPRETATION

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

- g) A provision in this Agreement granting the Regional District a right of approval must be interpreted as granting a free and unrestricted right to be exercised by the Regional District in its discretion.
- h) This is the entire agreement between the parties.

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

REGIONAL DISTRICT OF NANAIMO)	
by its authorized signatories)	
)	
_____)	
Name:)	
)	
_____)	
Name:)	
)	

BC Marine Trail Network Association)	
by its authorized signatories)	
)	
_____)	
Name:)	
)	
_____)	
Name:)	

BACKGROUND

In 2006, the District of Lantzville constructed a sewer trunk in the provincial foreshore between Oar Road in Lantzville and Schook Road in Nanaimo. This foreshore sewer trunk is connected to the RDN's interceptor at Schook Road and is considered part of the RDN's Interceptor system for transporting sewage to the RDN's GNPCC.

Since the approval of Bylaw 1527 in 2007 (repealed and included within Bylaw 888), the RDN has been responsible for the conveyance, treatment and disposal of sewage in the District of Lantzville. The RDN includes this sewer trunk in its operating and maintenance activities (and recovers costs in accordance with Bylaw No. 888). The District of Lantzville has now initiated a request for transfer of ownership of the sewer trunk to the RDN. A proposed agreement between the RDN and the District of Lantzville will transfer ownership of this sewer trunk to the RDN (Attachment 3). The transfer will conclude the documentation requirements.

There is also a Statutory Right of Way (SRW) that was granted by the Province of BC to permit the use of, and access to, the provincial foreshore that accommodates the sewer trunk. At the request of the District of Lantzville (who currently hold the interest in this right of way), the Province has provided an Assignment/Assumption Agreement which, once fully executed, will transfer the interest in the right of way to the RDN.

ALTERNATIVES

1. Execute the agreements and legal documents required to transfer ownership of the sanitary sewer trunk that services the District of Lantzville, as well as the related SRW (Attachments 3 and 4).
2. Provide alternate direction to RDN staff regarding the project.

FINANCIAL IMPLICATIONS

There are no additional immediate costs to the RDN as a result of acquiring the ownership of this sewer trunk or the interest in the right of way.

The engineering, construction and surveying costs associated with the installation of the sewer trunk was paid by the District of Lantzville when the project was undertaken at a cost of approximately \$800,000¹. Consequently, there are no capital costs to the RDN for assuming ownership of the sewer trunk or for acquiring the interest in the statutory right of way.

The RDN is responsible for ongoing maintenance and monitoring of the entire Southern Community interceptor system, including the District of Lantzville sewer trunk. Administrative and operational activities for this sewer trunk are already managed within the existing staff complement for Wastewater Services and this sewer trunk is included in the RDN's annual planning, long term asset management and financial planning processes for the Southern Community Sewer system. The expected remaining life of

¹ District of Lantzville Report to Committee, Special Committee of the Whole Meeting November 8, 2006; Author: Twyla Graff; Subject: Sanitary Sewer Collection System Phase 1, Stage 2 Residential Connections & Ware/Aulds Rd. Trunk Line

this pipe is approximately 70 years², and the current replacement cost is approximately \$1.1 million³. The future replacement of the Lantzville trunk sewer is incorporated in the Southern Community Wastewater Service's overall asset management plan, which includes the related reserve transfers to fund the asset replacements of the entire service. At this time, \$1 to \$2 million is transferred annually to reserves for the Southern Community Wastewater Service to fund future upgrades and replacements. Costs are apportioned and recovered in accordance with Bylaw No. 888 – A Bylaw to Convert the Authority for Wastewater Management to a Local Service with payment by Lantzville based on the percent of flow contributed by Lantzville for treatment at the Greater Nanaimo Pollution Control Centre.

STRATEGIC PLAN IMPLICATIONS

The RDN's Strategic Plan 2016-2020 identifies Focus on Service and Organizational Excellence as a strategic priority. The provision of wastewater management services to the District of Lantzville is an efficient and cost-effective way of providing sanitary sewer treatment services to the community. RDN ownership of this sewer trunk is consistent with standard asset management principles.



Lorena Mueller, Wastewater Coordinator
LMueller@rdn.bc.ca
December 6, 2017

Reviewed by:

- S. De Pol, Director, Water & Wastewater Services
- R. Alexander, General Manager, RCU & Solid Waste
- P. Carlyle, Chief Administrative Officer

Attachments

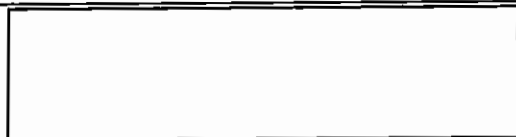
1. Provincial Statutory Right of Way 906291 File No. 1412816
2. Sewer Right of Way Plan EPP24491
3. 17.08.01 Contract of Sale of Goods (Lantzville Interceptor)
4. Lantzville Interceptor Statutory Right of Way Assignment

² AECOM RDN State of Good Repair Report December 4, 2012, pg. 9

³ Urban Systems' cost estimate methodology for linear infrastructure (used for WWS asset replacement calculation)

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

District of Lantzville
7192 Lantzville Road
PO Box 100,
Lantzville BC V0R 2H0

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

Statutory Right of Way - Crown Land

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

SEE SCHEDULE

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

DISTRICT OF LANTZVILLE

PO BOX 100
LANTZVILLE

BRITISH COLUMBIA
CANADA

V0R 2H0

7. ADDITIONAL OR MODIFIED TERMS:

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

GARY MORLEY
Commissioner for Taking Affidavits in BC
142 - 2080 LABIEUX RD
NANAIMO, BC V9T 6J9

Execution Date

Y	M	D
13	06	13

Transferor(s) Signature(s)

MINISTRY OF FORESTS, LANDS
AND NATURAL RESOURCE
OPERATIONS by a Duly authorized
Signatory

SIMONE ENGELS


OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



Witness

T.L.B. (TAMIE) NOHR
COMMISSIONER OF OATHS AND AFFIDAVITS IN
THE PROVINCE OF BRITISH COLUMBIA



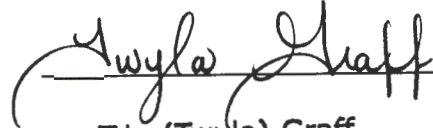
T.L.B. (TAMIE) NOHR
COMMISSIONER OF OATHS AND AFFIDAVITS IN
THE PROVINCE OF BRITISH COLUMBIA

Execution Date


Y	M	D
13	05	13
13	05	13

Transferor / Borrower / Party Signature(s)

DISTRICT OF LANTZVILLE by a duly
Authorized Signatory



T.L. (Twyla) Graff
Chief Administrative Officer
Director of Corporate Administration
District of Lantzville



Mayor Jack de Jong
District of Lantzville

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 21 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR RIGHT OF WAY OVER A PORTION OF DISTRICT LOT 28G, WELLINGTON DISTRICT, OF THE BED OF THE STRAIT OF GEORGIA, SHOWN ON PLAN EPP24491, ON FILE IN THE LAND TITLE OFFICE, NEW WESTMINSTER

STC? YES

[Related Plan Number]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR RIGHT OF WAY OVER A PORTION OF DISTRICT LOT 31G, WELLINGTON DISTRICT, OF THE BED OF THE STRAIT OF GEORGIA, SHOWN ON PLAN EPP24491, ON FILE IN THE LAND TITLE OFFICE, NEW WESTMINSTER

STC? YES

[Related Plan Number]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR RIGHT OF WAY OVER A PORTION OF DISTRICT LOT 110, NANAIMO DISTRICT, OF THE BED OF THE STRAIT OF GEORGIA, SHOWN ON PLAN EPP24491, ON FILE IN THE LAND TITLE OFFICE, NEW WESTMINSTER

STC? YES

[Related Plan Number]

**LAND TITLE ACT
FORM E**

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS, 142 - 2080 LABIEUX RD, NANAIMO, BC V9T 6J9

Right of Way No.:

File No.: 1412816

Disposition No.: 906291

TERMS OF INSTRUMENT - Part 2

WHEREAS this statutory right of way, issued under section 40(1)(a) of the *Land Act*, is necessary for the operation and maintenance of the Transferee's undertaking.

For valuable consideration, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this Agreement

“**Agreement**” means this General Instrument;

“**Commencement Date**” means June 1, 2013;

“**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 the land described in item 2 of Part 1 of this General Instrument;

“**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;

UTILITY - STATUTORY RIGHT OF WAY

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

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

“you” or “your” refers to the Transferee.

- 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

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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 of this Agreement, we grant you, your employees, agents and contractors a statutory right of way over the Land only for the purposes of excavating for, constructing, operating, removing, replacing, reconstructing, repairing and safeguarding the Improvements necessary for sewer line and for telecommunications equipment necessary for the operation of such Improvements.
- 2.2 The term of this Agreement is for so long as the Land is required by you, commencing on the Commencement Date. 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,

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- (ii) the Realty Taxes, and
- (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you, 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, anchor, secure or affix any Improvement in, on, or to the Land or otherwise use the Land in a manner that will interfere with any person's riparian right of access over the Land and you acknowledge and agree that the granting of this Agreement and our approval of the Improvements under this Agreement, whether through our approval of a Management Plan (where applicable) or otherwise, do not:
 - (i) constitute a representation or determination that such Improvements will not give rise to any infringement of any riparian right of access that may exist over the Land; or
 - (ii) abrogate or authorize any infringement of any riparian right of access that may

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exist over the Land;

and you remain responsible for ensuring that you will not cause any infringement of any such riparian right of access;

- (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) obtain our prior written consent, which consent may be unreasonably withheld, before permitting any other person to use the Land or the Improvements (including without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
- (k) obtain our prior written consent, which consent may be unreasonably withheld, before using the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;
- (l) if any soil is disturbed by you as a result of your construction or maintenance of the Improvements, at your expense, restore the surface of the Land to a condition satisfactory to us;
- (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

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claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of

- (i) your 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 90 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 (iv), 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.

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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 We will not do anything on the Land that will interfere materially with the Improvements or your use of the Improvements, or that creates a public hazard.

4.5 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; or
 - (e) as a result of the use of the Land under the following prior agreements: Licence of Occupation No. 112332
-

UTILITY - STATUTORY RIGHT OF WAY

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.

4.6 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.

4.7 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

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- 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) 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), (d) and (e);
 - (d) we may make other dispositions of or over the Land, or any part of it, to any person, including a Crown agency or ministry, provided any such disposition is made subject to your interest which is created by this Agreement
 - (e) with your consent (which you will not withhold unreasonably) we may make other dispositions of or over the Land, or any part of it, to any person, and upon such consent being given you will, if required by us, execute and deliver to us such instrument as may be necessary to subordinate your rights under this Agreement to such disposition;
 - (f) for the purpose of subsection (e), you will be deemed to have reasonably withheld your consent if a disposition made under that subsection would have a material adverse impact on your use of the Land under this Agreement;
 - (g) if a proposed disposition under subsection (e) will not have a material impact on your use of the Land under this Agreement you must not require any payment, whether as compensation or any other charge, as a condition of your consent to that disposition;
 - (h) 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 under this Agreement that arises as a result of any use of, or impact on the Land arising from the lawful exercise, or operation of the interests, rights, privileges and titles described in subsections (a), (b) (d) and (e);
 - (i) 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;
 - (j) you will not without our prior written consent, which consent may be unreasonably withheld, permit any other person to use the Land or the Improvements (including, without limitation, any copper, coaxial, fibre optic or similar material or device) for any telecommunications purpose;
 - (k) you will not without our prior written consent, which consent may be unreasonably

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withheld, use the Land or the Improvements for any telecommunications purpose other than a telecommunications purpose which is necessary for your operation of the Improvements;

- (l) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (m) any interest you may have in the Improvements ceases to exist and becomes our property upon 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
- (n) 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

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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;
 - (ii) Environmental Impairment Liability (Pollution Legal Liability) insurance insuring against bodily injury, property damage, and cleanup expenses (including removal and/or transit and disposal of contaminants) arising from gradual or sudden pollution events arising from the performance of this Agreement by you in an amount not less than two million dollars (\$2,000,000) per occurrence, including provision to provide 30 days advance notice to us of material change or cancellation, and include us as additional insured. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this Agreement;
 - (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
-

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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.

ARTICLE 7 - ASSIGNMENT

7.1 You must not 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 4.6.

ARTICLE 8 - TERMINATION

8.1 You agree with us that

- (a) if you

UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

File No.: 1412816

Disposition No.: 906291

- (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; or
- (f) if this Agreement is taken in execution or attachment by any person;

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

UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

File No.: 1412816

Disposition No.: 906291

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

UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

File No.: 1412816

Disposition No.: 906291

MINISTRY OF FORESTS, LANDS AND NATURAL RESOURCE OPERATIONS
Suite 142 - 2080 Labieux Road
Nanaimo, BC V9T 6J9;

to you

DISTRICT OF LANTZVILLE
Po Box 100
Lantzville, BC V0R 2H0;

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 licence, 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

UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

File No.: 1412816

Disposition No.: 906291

to the licence, 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;

UTILITY - STATUTORY RIGHT OF WAY

Right of Way No.:

File No.: 1412816

Disposition No.: 906291

- (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.

END OF DOCUMENT

NEW WESTMINSTER LAND TITLE OFFICE

Oct-18-2012 13:21:08.002

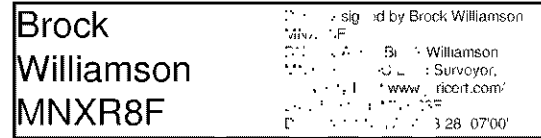
EPP24491

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0622

PAGE 1 OF 7 PAGES

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you
(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and
(b) certify the matters set out in section 168.73 (4) of the Land Title Act,
Each term used in this representation and certification is to be given the meaning ascribed to it in part 10.1 of the Land Title Act.



1. BC LAND SURVEYOR: (Name, address, phone number)

Brock E.J. Williamson
3088 Barons Road

Phone: 250-756-7723 Fax: 250-756-7724
email: waps@telus.net
File: 06115 SRW Plan Rev 1

Nanaimo

BC V9T 4B5

Surveyor General Certification

2. PLAN IDENTIFICATION:

Control Number: 135-050-9608

Plan Number: EPP24491

LTO Document Reference: CA2826316

3. CERTIFICATION:

Form 9 Explanatory Plan Form 9A

I am a British Columbia land surveyor and certify that I was present at and personally superintended this survey and that the survey and plan are correct.

The field survey was completed on: 2012 June 27 (YYYY/Month/DD) The checklist was filed under ECR#:

The plan was completed and checked on: 2012 October 01 (YYYY/Month/DD) 141209

None Strata Form S

None Strata Form U1 Strata Form U1/U2

Arterial Highway

4. ALTERATION:

STATUTORY RIGHT OF WAY PLAN OVER PARTS OF:

- 1) DL 28G, WELLINGTON DISTRICT;
 - 2) DL 31G, WELLINGTON DISTRICT AND;
 - 3) DL 110, NANAIMO DISTRICT,
- ALL OF THE BED OF THE STRAIT OF GEORGIA,**

PURSUANT to SECTION 113 of THE LAND TITLE ACT.

BCGS 92F.030



THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 560mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:4000

LEGEND

- STANDARD CAPPED POST FOUND.
- STANDARD IRON POST FOUND.
- ⊙ CONTROL MONUMENT FOUND.
- ⊙ STANDARD CAPPED POST PLACED.
- STANDARD IRON POST PLACED.
- △ TRAVERSE HUB PLACED.
- NSF NOT SEARCHED FOR.
- PNB PRESENT NATURAL BOUNDARY.
- TNB TITLED NATURAL BOUNDARY.

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS WHICH ARE SET ALONG THE PRODUCTION OF THE PROPERTY BOUNDARY UNLESS OTHERWISE NOTED.

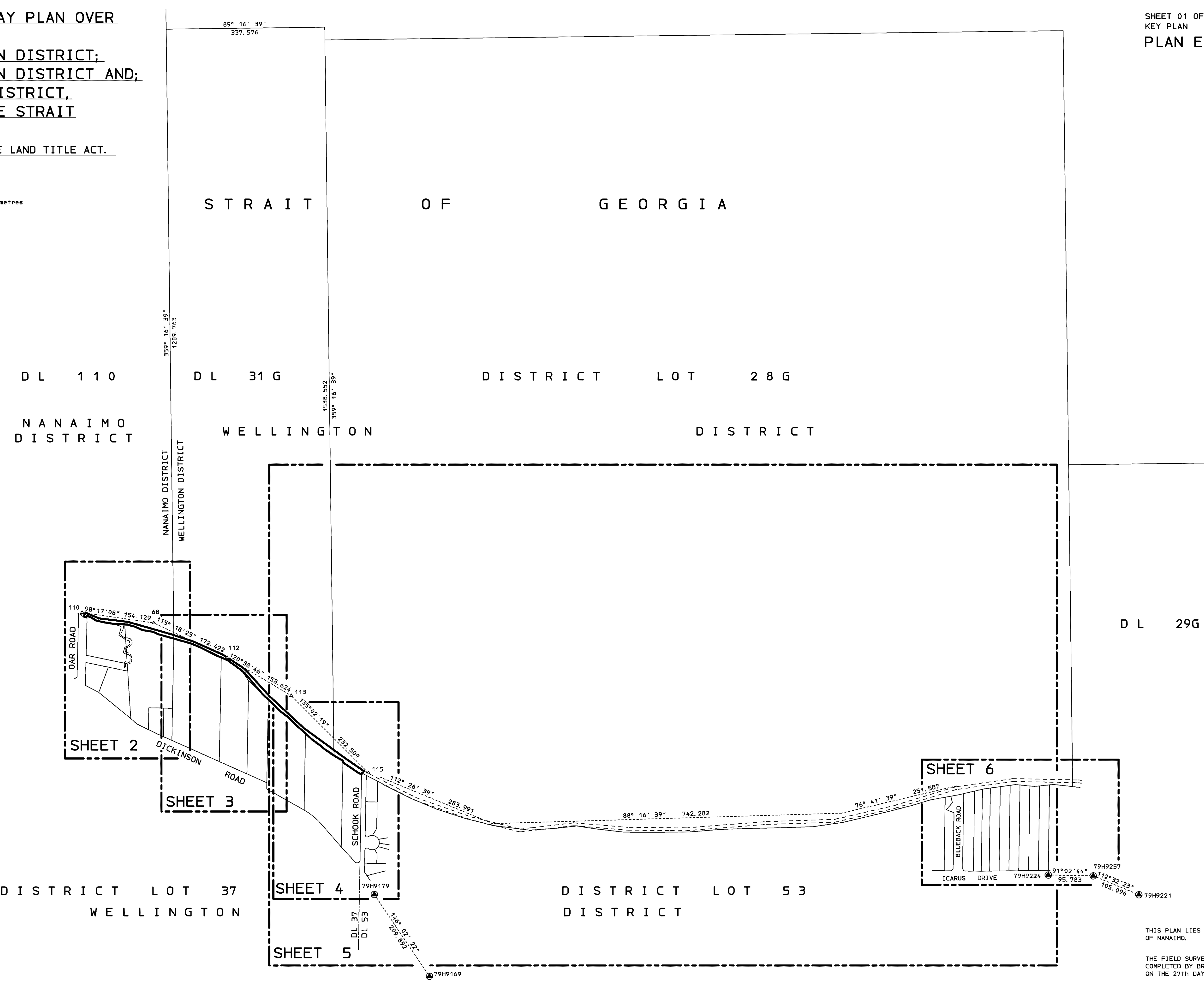
INTEGRATED SURVEY AREA No. 20, CITY OF NANAIMO, NAD83 (CSRS)

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC CONTROL MONUMENTS 79H9179 AND 79H9169.

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES EXCEPT WHERE OTHERWISE NOTED. TO COMPUTE GRID DISTANCES MULTIPLY GROUND LEVEL DISTANCES BY COMBINED FACTOR 0.9996641.

THIS PLAN IS PREPARED AS THE OFFICIAL PLAN OF THE LANDS SHOWN HEREON FOR THE SURVEYOR GENERAL.

SHEET 01 OF 06 SHEETS
KEY PLAN
PLAN EPP24491

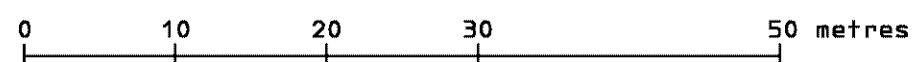


BOOK OF REFERENCE	
PARCEL	AREA
DL 110, NANAIMO DISTRICT	0.132 ha
DL 31G, WELLINGTON DISTRICT	0.295 ha
DL 28G, WELLINGTON DISTRICT	685.0 m ²

Williamson & Associates
Professional Surveyors
3088 Barons Road
Nanaimo B.C. V9T 4B5
File: 06115-5

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NANAIMO.
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY BROCK E. J. WILLIAMSON, B. C. L. S. ON THE 27th DAY OF JUNE, 2012.

SHEET 02 OF 06 SHEETS
PLAN EPP24491



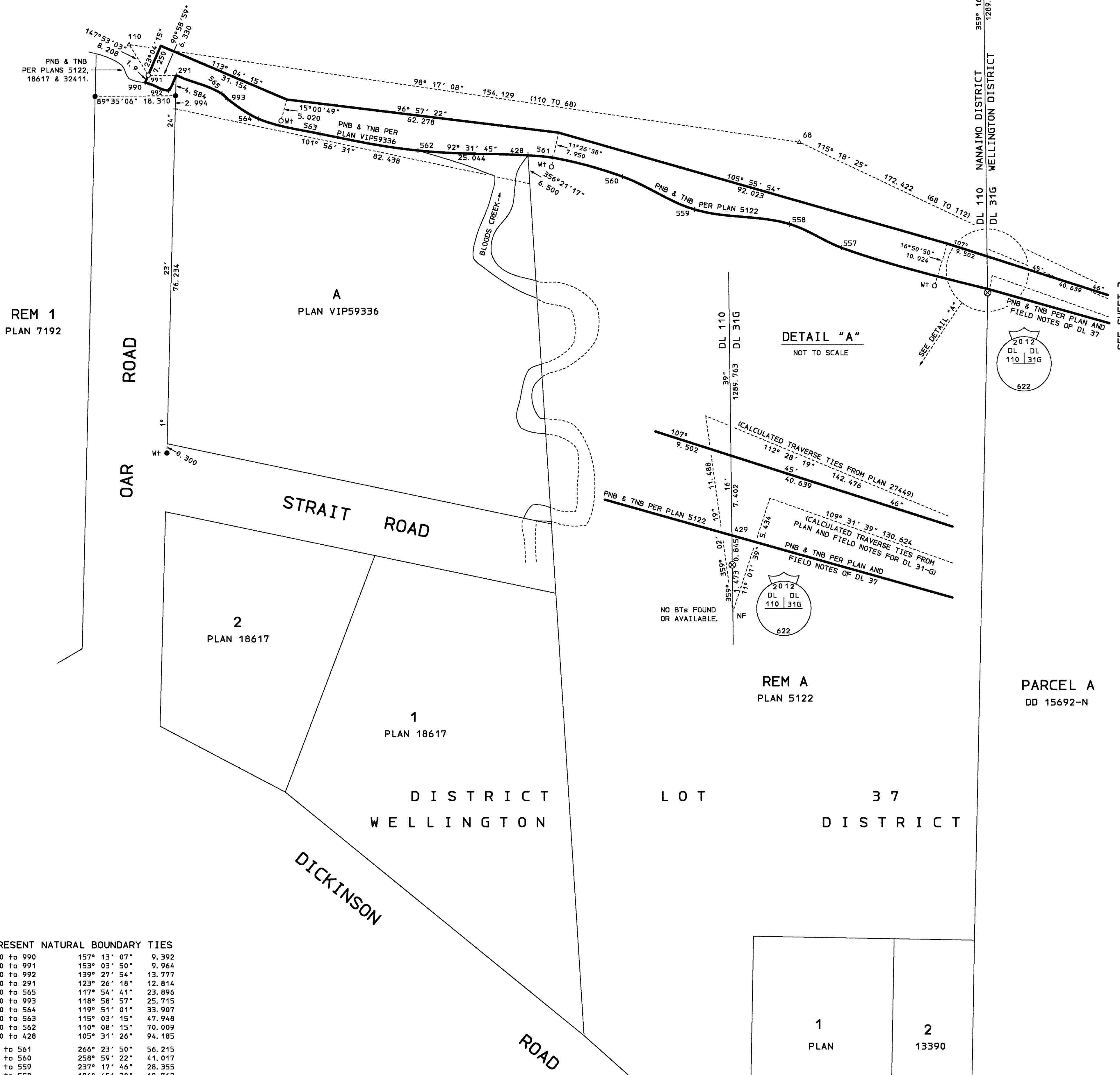
THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:500



STRAIT OF GEORGIA

SEE SHEET 1

DISTRICT LOT 110
NANAIMO DISTRICT



DETAIL "A"
NOT TO SCALE

NO BtS FOUND OR AVAILABLE.

REM A
PLAN 5122

PARCEL A
DD 15692-N

DISTRICT WELLINGTON LOT 37 DISTRICT

PRESENT NATURAL BOUNDARY TIES

110 to 990	157° 13' 07"	9.392
110 to 991	153° 03' 50"	9.964
110 to 992	139° 27' 54"	13.777
110 to 291	123° 26' 18"	12.814
110 to 565	117° 54' 41"	23.896
110 to 993	118° 58' 57"	25.715
110 to 564	119° 51' 01"	33.907
110 to 563	115° 03' 15"	47.948
110 to 562	110° 08' 15"	70.009
110 to 428	105° 31' 26"	94.185
68 to 561	266° 23' 50"	56.215
68 to 560	258° 59' 22"	41.017
68 to 559	237° 17' 46"	28.355
68 to 558	186° 45' 30"	18.769
68 to 557	158° 23' 35"	25.823
68 to 429	127° 57' 15"	54.277

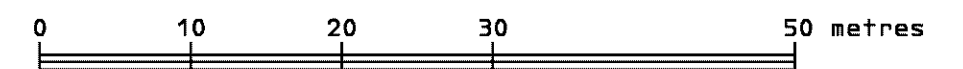
Williamson & Associates
Professional Surveyors
3088 Barons Road
Nanaimo B.C. V9T 4B5
File: 06115-6

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY BROCK E. J. WILLIAMSON, B.C.L.S. ON THE 27th DAY OF JUNE, 2012.

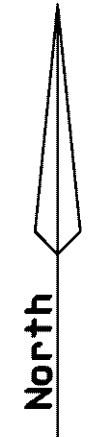
SHEET 03 OF 06 SHEETS
PLAN EPP24491

STRAIT OF GEORGIA

D I S T R I C T L O T 3 1 G



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:500



REM A
 PLAN 5122

PARCEL A
 DD 15692-N
 COMPOSITE PLAN 3005

PART C
 DD K-3884-W
 COMPOSITE PLAN 3005

PART B
 COMPOSITE PLAN 3005

DETAIL "B"
 NOT TO SCALE

PARCEL B
 D. D. 3884-W
 COMPOSITE PLAN 3005

1
 PLAN VIP64358

D I S T R I C T L O T 3 7

DICKINSON ROAD

PRESENT NATURAL BOUNDARY TIES

112 to 556	291° 30' 00"	81.165
112 to 555	290° 51' 27"	59.579
112 to 554	280° 30' 31"	21.248
112 to 553	167° 20' 31"	5.560
112 to 552	131° 08' 00"	40.983
112 to 551	136° 37' 28"	65.363
112 to 550	136° 35' 46"	79.363

113 to 549	279° 03' 23"	68.178
113 to 548	272° 17' 16"	60.099
113 to 433	260° 00' 05"	49.220
113 to 305	241° 09' 00"	41.485
113 to 547	227° 03' 26"	40.394
113 to 546	212° 24' 45"	41.847

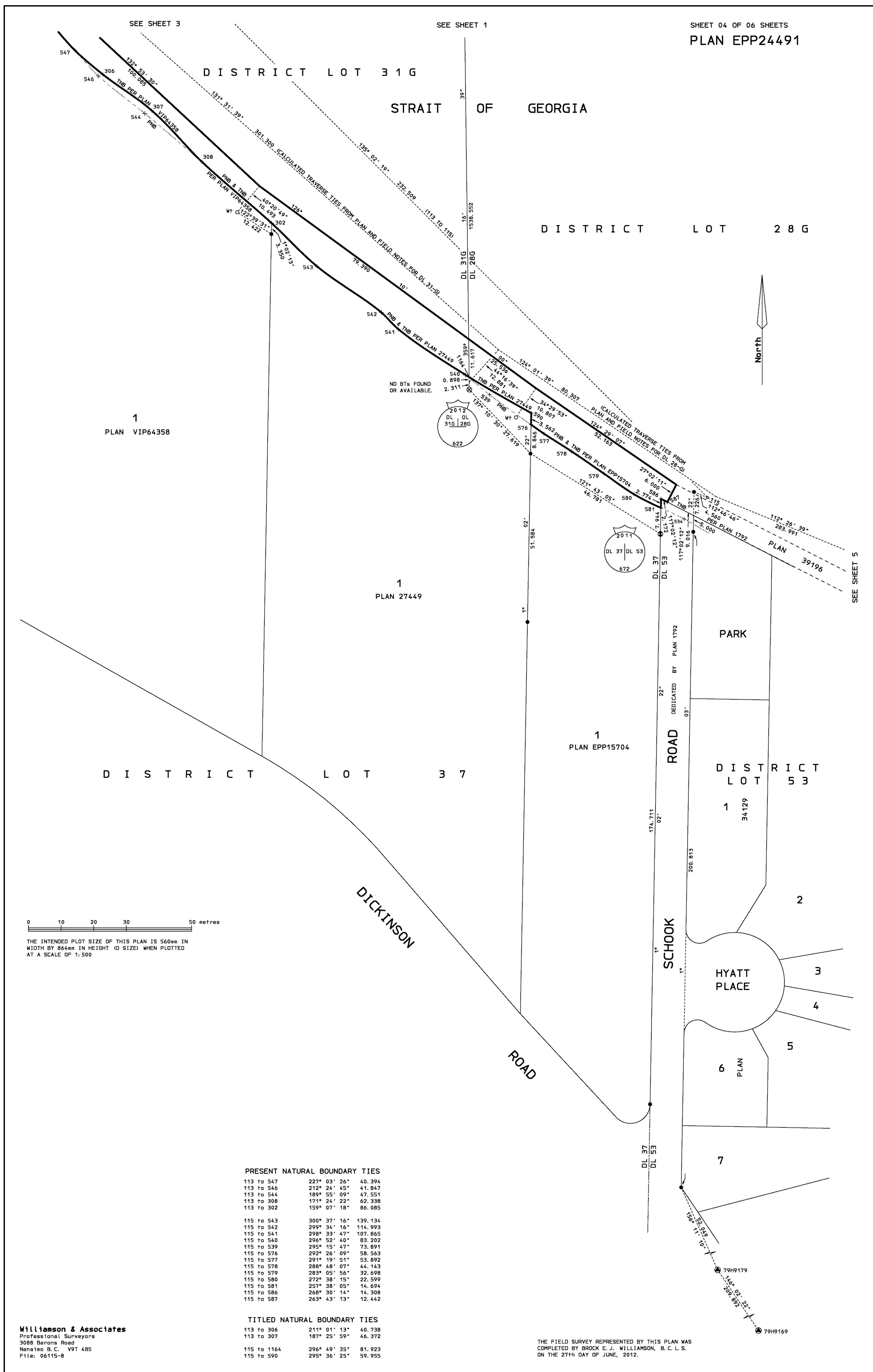
TITLED NATURAL BOUNDARY TIES

112 to 532	131° 14' 48"	50.258
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Williamson & Associates
 Professional Surveyors
 3088 Barons Road
 Nanaimo B.C. V9T 4B5
 File: 06115-7

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY BROCK E. J. WILLIAMSON, B. C. L. S. ON THE 27th DAY OF JUNE, 2012.

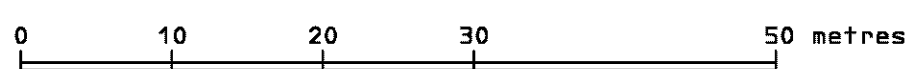
SHEET 04 OF 06 SHEETS
PLAN EPP24491



1
PLAN VIP64358

1
PLAN 27449

1
PLAN EPP15704



THE INTENDED PLOT SIZE OF THIS PLAN IS 560mm IN WIDTH BY 864mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:500

PRESENT NATURAL BOUNDARY TIES

113 to 547	227° 03' 26"	40.394
113 to 546	212° 24' 45"	41.847
113 to 544	189° 55' 09"	47.551
113 to 308	171° 24' 22"	62.338
113 to 302	159° 07' 18"	86.085
115 to 543	300° 37' 16"	139.134
115 to 542	299° 34' 46"	114.993
115 to 541	298° 33' 47"	107.865
115 to 540	296° 52' 40"	83.202
115 to 539	295° 15' 47"	73.891
115 to 576	292° 26' 09"	58.563
115 to 577	291° 19' 51"	53.892
115 to 578	288° 48' 07"	44.143
115 to 579	285° 05' 56"	32.698
115 to 580	272° 38' 15"	22.599
115 to 581	257° 38' 05"	14.694
115 to 586	268° 30' 14"	14.308
115 to 587	263° 43' 13"	12.442

TITLED NATURAL BOUNDARY TIES

113 to 306	211° 01' 13"	40.738
113 to 307	187° 25' 59"	46.372
115 to 1164	296° 49' 35"	81.923
115 to 590	295° 36' 25"	59.955

Williamson & Associates
Professional Surveyors
3088 Barons Road
Nanaimo B.C. V9T 4B5
File: 06115-8

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY BROCK E. J. WILLIAMSON, B.C.L.S. ON THE 27th DAY OF JUNE, 2012.

SHEET 05 OF 06 SHEETS
PLAN EPP24491

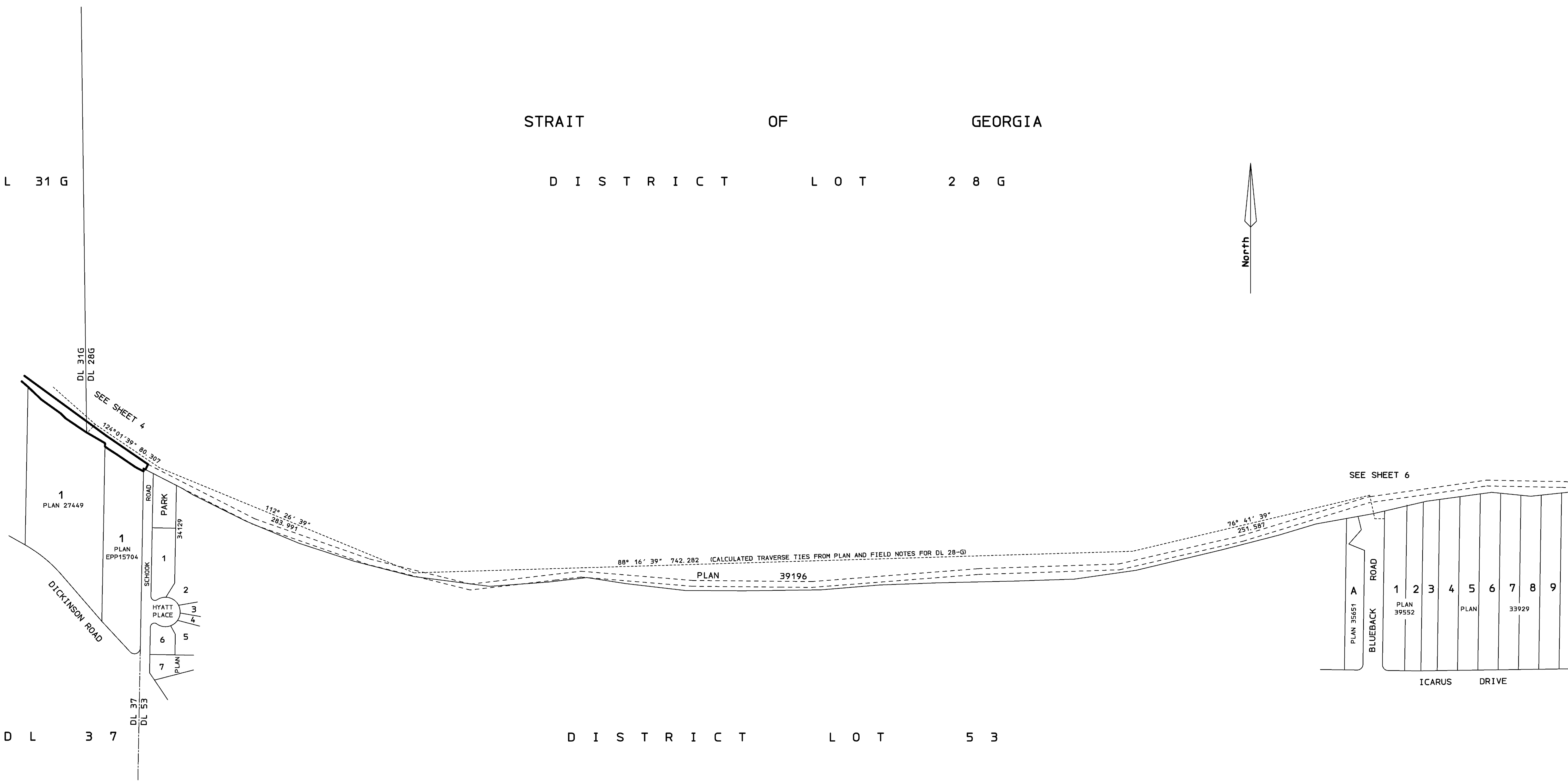
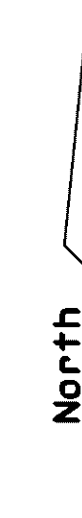


THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 560mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:2000.

STRAIT OF GEORGIA

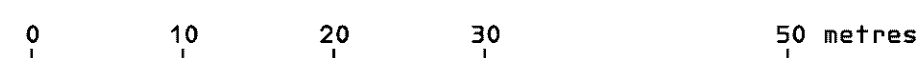
D L 31 G

D I S T R I C T L O T 2 8 G



Williamson & Associates
Professional Surveyors
3088 Barons Road
Nanaimo B.C. V9T 4B5
File: 06115-9

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED BY BROCK E. J. WILLIAMSON, B.C.L.S. ON THE 27TH DAY OF JUNE, 2012.



THE INTENDED PLOT SIZE OF THIS PLAN IS 864mm IN WIDTH BY 560mm IN HEIGHT (D SIZE) WHEN PLOTTED AT A SCALE OF 1:500

SHEET 06 OF 06 SHEETS
PLAN EPP24491

STRAIT OF GEORGIA

D I S T R I C T L O T 2 8 G

DL 28G
DL 29G
D L 2 9 G

ICALCULATED TRAVERSE TIES FROM
PLAN AND FIELD NOTES FOR DL 28-G
76° 41' 39"
251.587

SEE SHEET 5

95L 12
86° 37' 45"

NSF 90° 41' 49"
10.045 NSF

NW CORNER OF THE EAST
80 ACRES OF DL 53
AS SHOWN ON PLAN AND
FIELD NOTES OF D. L. 28G.
LOCATION DERIVED FROM
PLANS VIP76205 AND 39552;
CONFIRMED BY PLANS 35651
AND 18209.

BLUEBACK ROAD
SEE PLAN 39552

A
PLAN 35651

49'
156.664

1
PLAN

2

3
39552

4

5
PLAN

6

7

8
33929

9

1
PLAN

2
43542

3

D I S T R I C T

L O T

5 3

NSF

90° 49' 29" 35.667

NSF

89° 14' 31" 62.937

NSF

89° 14' 31" 83.878

NSF

0° 47' 55" 9.958

ICARUS

SEE PLAN 39552 AND PLAN VIP76205

DRIVE

SEE PLAN VIP76204

79H9224

91° 02' 44" 95.783

79H9257

112° 32' 23" 105.096

79H9221

Williamson & Associates
Professional Surveyors
3088 Barons Road
Nanaimo B.C. V9T 4B5
File: 06115-10

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED BY BROCK E. J. WILLIAMSON, B. C. L. S.
ON THE 27th DAY OF JUNE, 2012.

CONTRACT OF SALE OF GOODS (ABSOLUTE)

THIS CONTRACT dated the ___ day of _____, 2017.

IN PURSUANCE OF THE "SALE OF GOODS ACT"

BETWEEN:

DISTRICT OF LANTZVILLE

PO Box 100
Lantzville, BC V0R 2H0

(the "**Seller**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC V9T 6N2

(the "**Buyer**")

OF THE SECOND PART

WHEREAS the Seller

- (a) has assigned all of the Seller's right, title, interest and estate in that unregistered statutory right of way assigned No. V906291 by Her Majesty the Queen in Right of the Province of British Columbia (the "SRW");
- (b) is possessed of the sanitary sewer interceptor pipe and appurtenances located within the SRW (the "goods"); and
- (c) has agreed with the Buyer for the absolute sale to it of the goods upon the terms and conditions and for the consideration hereinafter set forth.

NOW THIS INDENTURE WITNESSES:

In consideration of and for the sum of Ten Dollars (\$10.00) of lawful money of Canada, and other good and valuable consideration, paid by the Buyer to the Seller at or before the sealing and delivery of this Contract, the receipt whereof the Seller hereby acknowledges, the Seller hereby sells, assigns, transfers and sets over all and singular the said goods, and all the right, title, interest, property, claim and demand of the Seller thereto and therein, unto the Buyer, to and for its sole and only use forever.

1. The Seller hereby covenants, promises and agrees to and with the Buyer:
 - (a) that all of the said goods are now in the possession of the Seller as defined in the *Sale of Goods Act*;
 - (b) that the Seller is now rightfully and absolutely possessed of and entitled to the said goods hereby sold and assigned, and to all and every part of them;
 - (c) that the Seller now has good right to sell and assign the said goods unto the Buyer in the manner aforesaid and according to the true intent and meaning of this Contract;
 - (d) that the goods are free and clear of all charges and encumbrances of every nature and kind whatsoever;
 - (e) that the Buyer shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said goods hereby sold and assigned, and all and every part of them, to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller, or any person whomsoever; and
 - (f) that the Seller shall and will from time to time, and at all times hereafter, upon every reasonable request of the Buyer, but at the expense of the Buyer, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectual assignment and assurance of the said hereby sold and assigned goods unto the Buyer, in the manner aforesaid, and according to the true intent and meaning of this Contract, as shall be reasonably required by the Buyer.
2. The parties to this agreement hereby covenant and agree as follows:
 - (a) that the said goods hereby sold are sold on an as is, where is basis and that the Seller makes no representations or warranties to the Buyer of any nature whatsoever regarding the condition of the said goods; and
 - (b) that the Buyer shall pay any and all taxes, duties, rates and charges that may be imposed by any federal, provincial, state or local government as a result of this sale, and that the Buyer will indemnify and save the Seller harmless from any liability for any such tax, duty, rate or charge.



ASSIGNMENT/ASSUMPTION

Right-Of-Way. No.: v906291

File No.: 1412816

Disposition No.: 906291

THIS AGREEMENT is dated for reference _____ Day of _____, 2017.

BETWEEN:

DISTRICT OF LANTZVILLE
Po Box 100
Lantzville, BC V0R 2H0

OF THE FIRST PART

(herein the "Assignor")

AND:

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

OF THE SECOND PART

(herein the "Assignee")

AND:

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

OF THE THIRD PART

(herein the "Province")

WITNESS THAT WHEREAS:

The Assignor and the Province entered into a Statutory Right-of-Way No. V906291 (herein called the "Document") over those lands more particularly known and described as:

Right of Way through District Lot 110, Nanaimo District, District Lots 28G and 31G,

Wellington District, all of the Bed of The Strait of Georgia, shown outlined on Plan EPP24491, filed in the Land Title Office, New Westminster

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a district or municipality incorporated under the *Local Government Act* and has the legal capacity to acquire land.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;

- (b) the Assignee has reviewed and inspected all municipal and regional by-laws, regulations and policies concerning the use and development of the land which is the subject of the Document; and
- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

ARTICLE V - NOTICE

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

ARTICLE VI - MISCELLANEOUS

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the

remaining parts shall be enforceable to the fullest extent permitted by law.

6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

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 BY
DISTRICT OF LANTZVILLE



Assignor

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

Assignee Authorized Signatory

Assignee Authorized Signatory

Four amendments to Bylaw No. 1732 are proposed:

- 1) **Delete subsection 20(1)(b)** to make the holding tank user-rate available to existing lots that are 700 m² or less, provided they meet all other eligibility criteria. This change would produce a more efficient service since, currently, properties that are 700 m² or less must pay the higher septage disposal user-rate unless the Board grants permission for the property to receive the lower holding tank user-rate.
- 2) **Delete and replace Schedule F** to:
 - a. allow for an annual increase in user-rates to reflect the increasing cost to treat trucked liquid waste. Currently, the user-rate for the disposal and treatment of septage is set at \$0.23 per Imperial gallon. To reflect true costs, the septage disposal user-rate should increase by \$0.01 per Imperial gallon annually. The proposed amendment to Schedule F is included in Bylaw 1732.01 in Attachment 1.
 - b. add a user-rate category for RDN pollution control centre sludge handling. Currently, the Duke Point Pollution Control Centre and the Nanoose Bay Pollution Control Centre pay the septage disposal user-rate of \$0.23 per Imperial gallon to treat sludge and produce biosolids at the Greater Nanaimo Pollution Control Centre and French Creek Pollution Control Centre. The septage disposal user-rate includes a \$0.02 per Imperial gallon fee that is transferred to the SepticSmart education program to promote the proper maintenance of septic systems in the Region (authorized by the RDN Board in June 2007). Since the Nanoose Bay Pollution Control Centre and Duke Point Pollution Control Centre benefit sewer service areas, it is appropriate for the sewer service areas to be exempt from the SepticSmart fee. Similar to the septage disposal user-rate, the sludge handling user-rate should increase by \$0.01 per Imperial gallon annually.
 - c. correct the weight to volume conversion formula (1 Imperial gallon is equivalent to 4.55 kilograms, not 4.59 kilograms as previously listed).
- 3) **Amend Part VI: User-rates** to include a definition for the Regional District Sludge Handling User-Rate by deleting Part VI and replacing it as shown in Bylaw 1732.01 in Attachment 1.
- 4) **Renumber sections of the bylaw** to accommodate the amendment.

There is no proposed change to the municipal STEP-system user rate as the properties eligible for this rate pay for sewer services through taxation.

The user-rates remain in Imperial units to reflect the industry standard. Additionally, the receiving station flow meters and associated software measure Imperial units. An update at this time to metric units would add complexity and not improve services.

ALTERNATIVES

1. Introduce, give three readings to, and adopt Bylaw No. 1732.01.
2. Do not introduce, give three readings to, and adopt Bylaw No. 1732.01

FINANCIAL IMPLICATIONS

The proposed bylaw amendments will ensure that the user-rates remain a user-pay service and reflect the true cost of treating and disposing of trucked liquid waste.

STRATEGIC PLAN IMPLICATIONS

The proposed amendment Bylaw 1732.01 aligns with the 2016 – 2020 Strategic Plan as it will allow the RDN to continue protecting and enhancing our environment by regulating the conveyance, treatment, and disposal of trucked liquid waste at facilities operated by the RDN. It also makes services more efficient as it reduces the administrative process for small properties with holding tanks.



Shelley Norum
snorum@rdn.bc.ca
December 19, 2017

Reviewed by:

- S. De Pol, Director, Water and Wastewater Services
- R. Alexander, General Manager, Regional and Community Utilities
- P. Carlyle, Chief Administrative Officer

Attachment

1. Bylaw No. 1732.01

ATTACHMENT 1

REGIONAL DISTRICT OF NANAIMO

BYLAW NO. 1732.01

**A BYLAW TO AMEND THE REGULATIONS AND CHARGES FOR
THE CONVEYANCE, TREATMENT, AND DISPOSAL OF
TRUCKED LIQUID WASTE AT FACILITIES OPERATED BY
THE REGIONAL DISTRICT OF NANAIMO**

WHEREAS “Trucked Liquid Waste Rates and Regulations Bylaw No. 1732, 2016” regulates and imposes charges for the conveyance, treatment, and disposal of trucked liquid waste at facilities operated by the Regional District of Nanaimo;

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

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

1. Citation

This bylaw may be cited as “Trucked Liquid Waste Rates and Regulations Amendment Bylaw No. 1732.01, 2018”.

2. Amendment

“Trucked Liquid Waste Rates and Regulations Bylaw No. 1732, 2016” is amended as follows:

- (a) Subsection 20(1)(b) is deleted.
- (b) Part VI: User Rates is deleted and replaced with the following:

PART VI: USER RATES

17. SEPTAGE DISPOSAL USER-RATE

Any person discharging waste at a trucked liquid waste receiving facility shall pay the Septage Disposal User-Rate for that waste, unless the property from which the waste originates is registered under the Holding Tank Registration, it is listed in Schedule ‘F’ to receive the Municipal STEP-System User-Rate, or it is a Regional District wastewater treatment facility.

18. HOLDING TANK WASTE DISPOSAL USER-RATE

Any person discharging waste at a trucked liquid waste receiving facility from a property that is registered under the Holding Tank Registration shall pay the Holding Tank Waste Disposal User-Rate for that waste.

19. MUNICIPAL STEP-SYSTEM USER-RATE

Any person discharging waste from a property listed in Schedule 'F' at a trucked liquid waste receiving facility shall pay the Municipal Step-System User-Rate for that waste.

20. SLUDGE HANDLING WASTE DISPOSAL USER-RATE

Any Regional District wastewater treatment facility discharging waste at a trucked liquid waste receiving facility shall pay the Regional District Sludge Handling User-Rate for that waste.

(c) Schedule 'F' is deleted and replaced with Schedule 'F' attached to and forming part of this bylaw.

(d) Sections of the bylaw are renumbered to accommodate the amendment.

Introduced and read three times, this ____ day of _____, 2018.

Adopted, this ____ day of _____, 2018.

CHAIR

CORPORATE OFFICER

SCHEDULE 'F': USER RATES

The user-rates are set as follows:

USER-RATE CLASSIFICATION	USER-RATE	
	PER IMPERIAL GALLON	PER 100 LITRES*
SEPTAGE DISPOSAL USER-RATE: until February 28, 2018 March 1, 2018 to December 31, 2018 January 1, 2019 to December 31, 2019 every year after, starting on January 1	\$0.23 \$0.24 \$0.25 Increases by \$0.01	\$5.06 \$5.28 \$5.50 n/a
REGIONAL DISTRICT SLUDGE HANDLING USER-RATE until December 31, 2018 January 1, 2019 to December 31, 2019 every year after, starting on January 1	\$0.22 \$0.23 Increases by \$0.01	\$4.84 \$5.06 n/a
HOLDING TANK WASTE DISPOSAL USER-RATE	\$0.01	\$0.22
MUNICIPAL STEP-SYSTEM USER-RATE, for: <ul style="list-style-type: none"> • All properties on Protection Island; and • The following properties within the City of Nanaimo: 1323 Fielding Road 1390 Fielding Road 1325 Fielding Road 1400 Fielding Road 1335 Fielding Road 1403 Fielding Road 1341 Fielding Road 1416 Fielding Road 1343 Fielding Road 1420 Fielding Road 1350 Fielding Road 1417 Fielding Road 1357 Fielding Road 1421 Fielding Road 1373 Fielding Road 	\$0.00	\$0.00

**User-rate per one-hundred (100) Litres is provided for reference only. The total user-rate shall be based on the rate per Imperial gallons.*

The volume of a load discharged may be determined by the following weight to volume formula:

$$\left[\frac{\text{TRUCK WEIGHT BEFORE DISCHARGE}}{\text{kilograms}} - \frac{\text{TRUCK WEIGHT AFTER DISCHARGE}}{\text{kilograms}} \right] \times \frac{1 \text{ imperial gallon}}{4.55 \text{ kilograms}} = \text{LOAD VOLUME imperial gallons}$$